



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 27, 2015**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Small Business Saturday

PRESENTATIONS

2040 Long Range Transportation Plan

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Meeting Minutes

Consider request to approve minutes of the September 10, 2015 First Budget Public Hearing, the September 22, 2015 Regular Council meeting, and the September 24, 2015 Final Budget Public Hearing.

Item No. 2 - Bid Award

Consider approval of bid award contract to Allstate Paving, Inc. to provide drainage and road improvements on Pitt Street, East Minneola Avenue, Roane Road and East Montrose Street in the amount of \$781,538. The contract is to be funded from the CDBG in the amount of \$644,000, FY 2015 carry forwards totaling \$125,000 from the Water and Stormwater Funds and FY 2016 funds in the amount of \$12,538.

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|---|---|
| Item No. 3 - Surplus Request and Single Source Purchase | Consider approval of single source purchase from Physio-Control, Inc. to purchase LifePak 15 Cardiac Monitor / Defibrillators, AED, and Cardiac Rhythm generator and declare end of life inventory as surplus from the Fire Department and dispose of in accordance with the Purchasing Policy. The total price of \$120,582.35 includes \$15,000 credit for the trade-in of surplus equipment. |
| Item No. 4 - Single Source Purchase Approval | Consider approval of single source determination from CUES, Inc. to purchase one camera truck for Environmental Services Department in the total amount of \$230,200. |
| Item No. 5 - Contractor Name Change | Consider request for contractor name change from Amec Environmental & Infrastructure, Inc. to Amec Foster Wheeler Environment & Infrastructure, Inc. |
| Item No. 6 - Utility Service Agreement | Consider request for water service to a single family home owned by Bebe R. Yasin at 15520 Laguna Rd. |
| Item No. 7 - Resolution No. 2015-39 | Consider approval of Resolution for an additional Deferred Compensation (457b) Option to be administered by the League of Cities. |
| Item No. 8 - Resolution No. 2015-40 | Consider approval of an annual employee (holiday) bonus program. |
| Item No. 9 - Employee Group Medical Plan | Consider approval of the proposed employee group medical plan changes effective January 1, 2016. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 10 - Charlene Forth | Discussion with City Council. |
| Item No. 11 - Variance Request
<i>Arby's</i> | Consider a request for six variances at the property located a quarter mile north of the intersection of US Hwy 27 and Steve's Road. |

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Item No. 12 - Ordinance No. 2015-75, *Final*

Consider Ordinance for the addition of a new zoning district, Planned Unit Development (PUD).

Item No. 13 - Ordinance No. 2015-70 *Final*

Consider ordinance to annex property located south of State Road 50, east of Hancock Road, west of Hartle Road, and north of Johns Lake Road.

NEW BUSINESS

Item No. 14 - Resolution No. 2015-24
WaterBrooke

Consider a conditional use permit to allow a mixed use Planned Unit Development in the UE Urban Estate zoning district.

Item No. 15 - Ordinance No. 2015-71
WaterBrooke Transmittal

Consider Introduction of Ordinance to change the future land use from Lake County Urban Low Density to Low Density Residential and transmit the proposed Large Scale Comprehensive Plan amendment.

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont

Proclamation

Whereas, the City of Clermont celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, small businesses employ over 55 percent of the working population in the United States; and

Whereas, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

Whereas, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

Whereas, the City of Clermont supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont, Florida do hereby proclaim November 28, 2015 as:

SMALL BUSINESS SATURDAY

and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 27th day of October, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Lake~Sumter MPO



TRANSPORTATION 2040

Lake ~ Sumter MPO 2040 Long Range Transportation Plan Update

Fall 2015

T.J. Fish, Executive Director

Long Range Transportation Plan - Overview

Plan is an update to
TRANSPORTATION 2035

Lake~Sumter Metropolitan Planning Organization
Transportation 2035
Long Range Transportation Plan
Adopted December 8, 2010

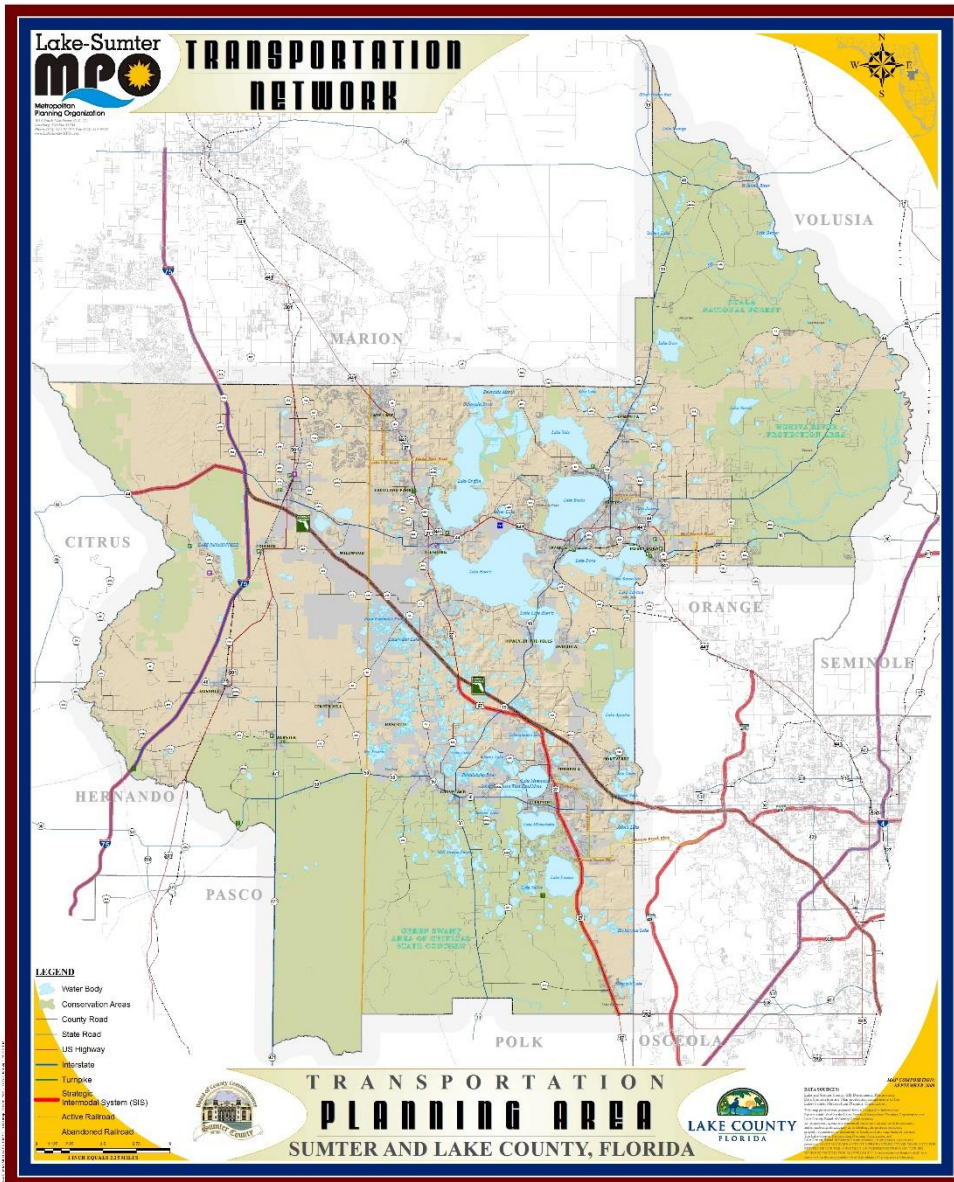
Lake~Sumter MPO
TRANSPORTATION 2035

www.lakesumtermpo.com

The purpose of the Long Range Transportation Plan is:

- To identify major transportation investment needs in the Lake~Sumter MPO planning area throughout the next 20 years
- To satisfy the federal mandate that all urban areas have a transportation plan that discusses the level of investment that could occur based on reasonably available funding
- To coordinate the plans of cities, towns, counties, and FDOT in developing major transportation facilities and services

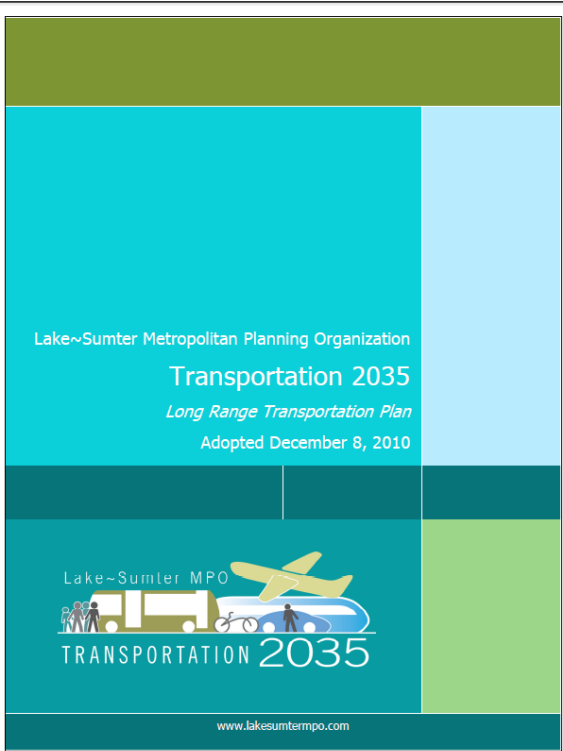
Long Range Transportation Plan - Overview



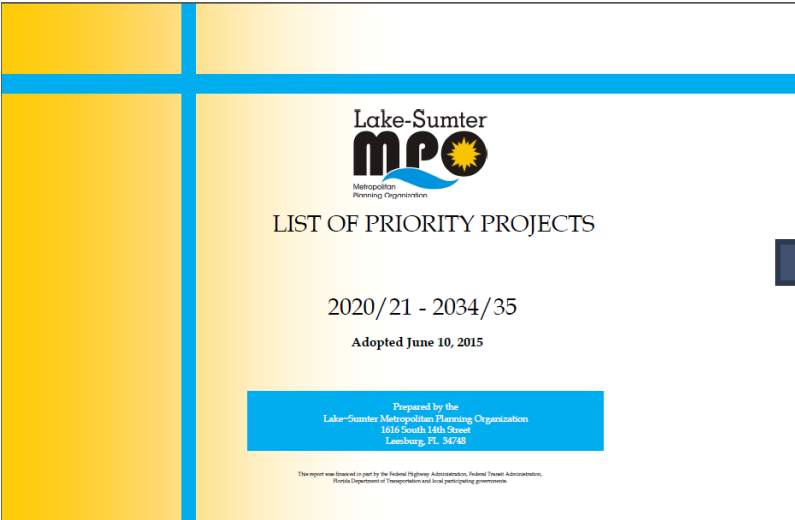
- Plan addresses the region's future transportation system for all modes
- Plan is comprised of two parts:
 - Needs: not constrained by revenues
 - Cost Feasible: projects with construction funding between 2021 and 2040
- Projects planned between 2015 and 2020 are already in the five-year Transportation Improvement Program
- Plan is a significant policy document for the region
- Plan is updated every five years with a 20-year planning horizon

Long Range Transportation Plan - Overview

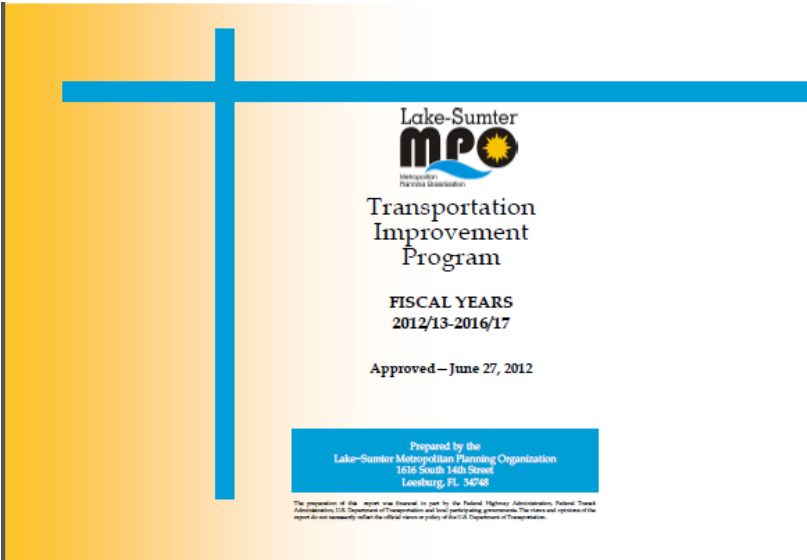
Long Range Transportation Plan



List of Priority Projects (FDOT utilizes list)



Transportation Improvement Program (5 years: 2015-20)



Cost Feasible versus Needs Plan

- Distinct from the Needs Plan, the Cost Feasible Plan identifies those projects that likely could be funded between 2021 and 2040 given available revenues.
- The Cost Feasible Plan includes local, state, federal and private funded projects.
- Projected transportation revenues are based on a methodology approved by the Federal Highway Administration and the Florida Department of Transportation

- ☐ The financial plan is basically a comparison of existing funding streams with projected needs.
- ☐ The statutory language specifically requires that the financial plan indicate the resources from public and private sources that are reasonably expected to be made available to carry out the Lake~Sumter MPO Planning Area LRTP. The Federal law also requires that an urban area's financial plan will:
 - ☐ Demonstrate how the State Transportation Improvement Program (STIP) can be implemented.
 - ☐ Identify any innovative financing techniques to provide funds for the projects, programs and strategies in the long range transportation plan.
 - ☐ Identify other transportation projects that would be implemented if additional funds were available.

- ☐ **All dollar amounts are expressed in year of expenditure (future) dollars**
- ☐ **Plan improvements will be inflated to year of expenditure dollars**
- ☐ **Will balance available dollars with transportation needs/priorities**

State and Federal Revenue Sources

Funding Type	Source	Uses
SIS	State/Federal	SIS facilities (corridors, connectors and hubs)
Other Arterials	State/Federal	Non-SIS/FIHS state highway system roadways
Transit	State/Federal	Technical , operating or capital assistance for transit, paratransit, or rideshare
Urban	Federal	Federal, state and local roadways, transit, sidewalk and bike infrastructure, and enhancements
Transportation Alternatives	Federal	Non-capacity improvements
TRIP	State/Local (matching grant)	Regionally significant facilities

Funding Categories

☐ State Sources

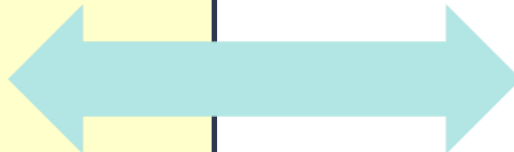
- ☐ State Strategic Intermodal System (SIS)
- ☐ Florida Turnpike Enterprise
- ☐ Central Florida Expressway Authority

☐ Federal / State Sources

- ☐ Other Arterial Funds (Study, Design, Construction & ROW)
- ☐ Transportation Alternatives (Sidewalks/Trails)
- ☐ Federal Transit Administration Funds –

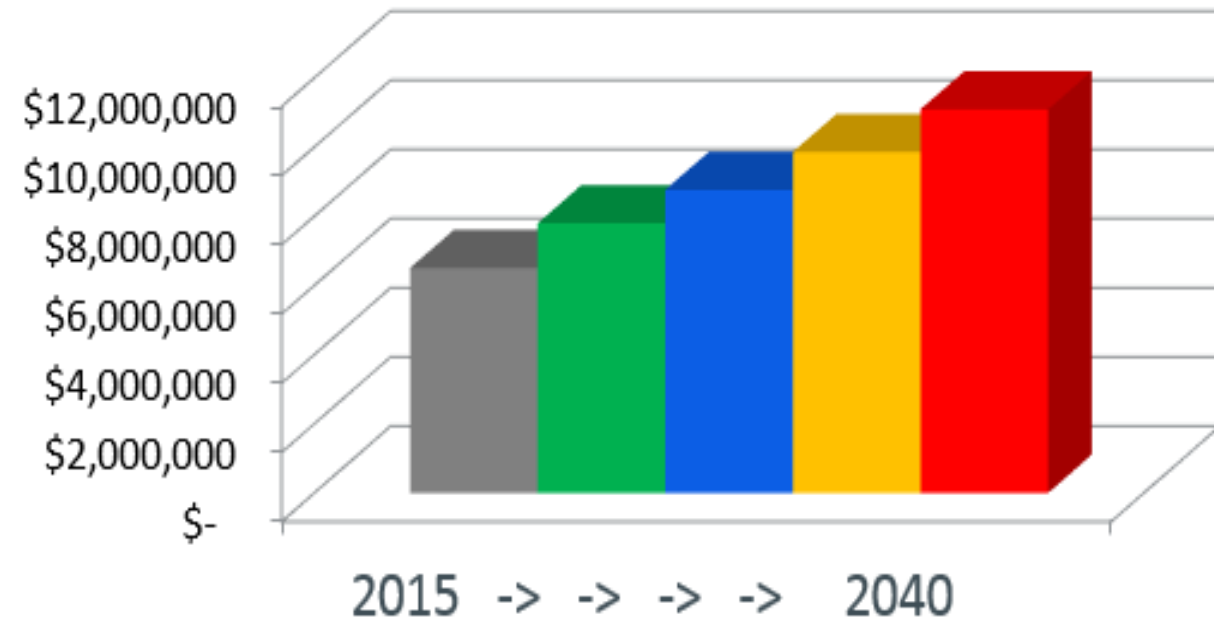
☐ Local Sources

- ☐ Impact Fees
- ☐ Sales Tax
- ☐ Fuel Tax



**Only
Source
available
for MPO to
prioritize**

- ❑ Project cost in 2015 - \$6.5 million
- ❑ Project cost in 2040 \$11.0 million (70% increase for combined costs)
- ❑ Project in the outer years will cost more to implement
- ❑ Example:
 - ❑ Widen 2 – 4 Lanes = \$4.5 Million per Mile
 - ❑ Intersection improvement - \$1.5 Million per Intersection



Projected Revenues

PROJECTED REVENUES BY PLANNING PERIOD (IN MILLIONS OF YEAR OF EXPENDITURE DOLLARS)

STATE/FEDERAL REVENUES *

PLANNING PERIOD	2021-2025	2026-2030	2031 - 2035	2036 -2040	TOTAL
SIS HIGHWAYS/FIHS CONSTRUCTION/ROW	-	-	-	-	-
OTHER ARTERIAL CONSTRUCTION/ROW	\$75.60	\$71.50	\$78.20	\$78.20	\$303.50
TRANSIT	\$42.50	\$44.70	\$46.90	\$46.90	\$181.00
TA FUNDS	\$4.20	\$4.20	\$4.20	\$4.20	\$16.80

*STATE/FEDERAL REVENUES FROM AUGUST 1, 2013 SUPPLEMENT TO THE 2040 REVENUE FORECAST HANDBOOK, 2040 FORECAST FOR LAKE-SUMTER MPO AREA. TOTALS MAY NOT SUM PERFECTLY DUE TO ROUNDING. REVENUES FOR SIS HIGHWAYS ARE ALREADY PROGRAMMED.

Policy Direction for Cost Feasible Plan:

- ☐ **MPO will adopt State Strategic Intermodal System plan which includes Florida's Turnpike, interstate highways (I-75), certain major roadways (US 27), major airports, ports and railroads**
- ☐ **MPO will adopt Central Florida Expressway projects in Lake County**
- ☐ **Other Arterial funds (US highways and state roads) will complete the List of Priority Projects on the Regional Roadway Network**
- ☐ **Non Regional Roads will utilize local funding sources**
- ☐ **Transportation Alternatives will fund other multimodal projects (trails and sidewalks)**
- ☐ **Transit funds will continue to maintain the current system and new service options identified in the Transit Development Plan**

State Strategic Intermodal System (SIS) – List of Future Needs



PROJECT	FROM	TO			DESCRIPTION
I-75 & CR 514	NEW INTERCHANGE		SUMTER	1.00	NEW INTERCHANGE
US 27/SR 25	CR 561 SOUTH	FLORIDA'S TURNPIKE NORTHERN RAMPS	LAKE	9.49	WIDEN ROAD (4 TO 6 LANES)
US 27 & SR 19 & FLORIDA'S TURNPIKE	INTERCHANGE		LAKE	1.00	IMPROVEMENTS

Florida's Turnpike Enterprise – List of Future Needs

PROJECT	FROM	TO			DESCRIPTION
FLORIDA'S TURNPIKE & US 301	INTERCHANGE		SUMTER	1.00	IMPROVEMENTS
FLORIDA'S TURNPIKE	US 301	I-75	SUMTER	3.89	WIDEN ROAD (4 TO 6 LANES)
FLORIDA'S TURNPIKE	SUMTER/LAKE CO LINE	US 301	SUMTER	7.34	WIDEN ROAD (4 TO 8 LANES)
FLORIDA'S TURNPIKE	SUMTER/LAKE CO LINE	MINNEOLA INTERCHANGE	LAKE	18.00	WIDEN ROAD (4 TO 8 LANES)
FLORIDA'S TURNPIKE	MINNEOLA INTERCHANGE	ORANGE COUNTY LINE	LAKE	5.76	WIDEN ROAD (4 TO 8 LANES)

State Roads – List of Future Needs

PROJECT	FROM	TO			DESCRIPTION
SR 44	ORANGE AVENUE	US 441	LAKE	1.66	WIDEN ROAD (4 TO 6 LANES WITH FRONTAGE)
SR 50/SR 33	CR 565 (VILLA CITY ROAD)	BROWN STREET	LAKE	1.89	NEW 4 LANE ROAD
US 301/SR 35	SR 44	C-470 W	SUMTER	2.74	WIDEN ROAD (2 TO 4 LANES)
US 301 @ C-472	INTERSECTION		SUMTER	1.00	SIGNAL/INTERSECTION IMPROVEMENTS
US 441	SR 44	SR 46	LAKE	2.50	WIDEN ROAD (4 TO 6 LANES)
US 441/SR 500	PERKINS STREET	SR 44	LAKE	1.36	WIDEN ROAD (4 TO 6 LANES)
LAKE ORANGE PARKWAY	US 27	ORANGE COUNTY LINE	LAKE	4.70	NEW 4 LANE ROAD
SR 44 & US 27	INTERSECTION		LAKE	1.00	UPGRADE INTERSECTION
US 301 & CR 525E	INTERSECTION		SUMTER	1.00	SIGNAL/INTERSECTION IMPROVEMENTS
C-470	TURNPIKE WEST RAMPS	CR 527	SUMTER	9.85	WIDEN ROAD (2 TO 4 LANES)
CR 470	TP WEST RAMPS	CR 33	LAKE	3.87	WIDEN ROAD (2 TO 4 LANES)
CR 48	EAST OF US 27 (PALATLAKAHA BRIDGE)	CR 33	LAKE	2.64	WIDEN ROAD (2 TO 4 LANES)
SR 19	CR 561	CR 48	LAKE	4.77	WIDEN ROAD (2 TO 4 LANES)
SR 19	SR 50	CR 455	LAKE	9.38	WIDEN ROAD (2 TO 4 LANES)
SR 50	US 98 (HERNANDO CO.)	CR 33 (LAKE COUNTY)	SUMTER/ LAKE	21.00	SAFETY/INTERSECTION IMPROVEMENTS
SR 44	SR 44 & ORANGE AVENUE	CR 46A	LAKE	1.11	WIDEN ROAD (2 TO 4 LANES)

List of County Road Future Needs

Sumter County

PROJECT	FROM	TO			DESCRIPTION
C-468	US 301	CR 505	SUMTER	3.10	WIDEN ROAD (2 TO 4 LANES)
C-466	C-475	US 301/SR 35	SUMTER	4.45	WIDEN ROAD (2 TO 4 LANES)
C-501	C-468	C-470	SUMTER	3.18	WIDEN ROAD (2 TO 4 LANES)
CR 525E	CR 525	CR 514	SUMTER	1.00	NEW ROAD (COLEMAN ATR)
CR 525E	US 301	CR 525	SUMTER	0.40	WIDEN ROAD (2 TO 4 LANES)
CR 219	SR 44	CR 44A	SUMTER	1.18	IMPROVED 2 LANES
C-472	CR 117	US 301	SUMTER	0.75	UPGRADE TO URBAN TYPICAL SECTION
C-462	US 301	C-462	SUMTER	1.08	REALIGNMENT
C-475	CR 542	C-470 W	SUMTER	4.97	WIDEN ROAD (2 TO 4 LANES)

List of County Road Future Needs

Lake County

PROJECT	FROM	TO			DESCRIPTION
CR 466A	TIMBER TOP	SUNNY COURT	LAKE	3.69	WIDEN ROAD (2 TO 4 LANES)
CITRUS GROVE ROAD	US 27	N HANCOCK RD	LAKE	2.00	WIDEN ROAD (2 TO 4 LANES)
HARTLE ROAD	SR 50	HARTWOOD MARSH RD	LAKE	2.29	NEW 4 LANE ROAD
HARTWOOD MARSH ROAD	US 27	HARTLE ROAD (FUTURE)	LAKE	3.17	WIDEN ROAD (2 TO 4 LANES)
ROLLING ACRES ROAD	US 27/US 441	CR 466	LAKE	1.28	WIDEN ROAD (2 TO 4 LANES)
CR 561 & CR 561A REALIGNMENT	N HANCOCK ROAD	CR 561	LAKE	1.29	NEW 4 LANE ROAD
CR 561	SR 19	CR 448	LAKE	1.62	WIDEN ROAD (2 TO 4 LANES)
SCRUB JAY ROAD	CITRUS GROVE ROAD	CR 561A	LAKE	1.61	WIDEN ROAD (2 TO 4 LANES)
FOSGATE RD	US 27/SR 25	N GRASSY LAKE RD	LAKE	0.75	NEW 4 LANE ROAD
CR 19A	US 441	CR 44C	LAKE	1.22	WIDEN ROAD (2 TO 4 LANES)
HOOKS STREET	HANCOCK ROAD	HARTLE ROAD	LAKE	1.43	NEW 4 LANE ROAD
ROUND LAKE ROAD EXTENSION	WOLF BRANCH ROAD	SR 44	LAKE	2.57	NEW 4 LANE ROAD
ROUND LAKE ROAD	SR 46	SR 44	LAKE	3.57	WIDEN ROAD (2 TO 4 LANES)
SAWGRASS BAY BOULEVARD EXTENSION	US 27	ORANGE COUNTY LINE	LAKE	4.60	NEW 4 LANE ROAD
CR 437 REALIGNMENT	CR 437	SR 46 & CR 437 N	LAKE	0.90	REALIGNMENT
CR 561A	N HANCOCK RD	CR 561	LAKE	1.89	WIDEN ROAD (2 TO 4 LANES)
CR 33	SR 50	SIMON BROWN ROAD	LAKE	2.38	WIDEN ROAD (2 TO 4 LANES)
CR 561 (LAKE MINNEOLA SHORES)	US 27/SR 25	CR 565A	LAKE	2.77	WIDEN ROAD (2 TO 3 LANES)
HANCOCK ROAD	NORTH TURNPIKE RAMPS	CR 561A	LAKE	1.35	NEW 4 LANE ROAD
CR 561A	CR 455	CR 561	LAKE	3.18	WIDEN ROAD (2 TO 3 LANES)
CR 44	SR 19	US 441	LAKE	3.21	WIDEN ROAD (2 TO 4 LANES)

Bicycle and Pedestrian Needs Projects

PROJECT	FROM	TO		DESCRIPTION
MANAGEMENT & OPERATIONS/BICYCLE/PEDESTRIAN/TRAILS (TA FUND ELIGIBLE)				
WILSON LAKE - CHERRY LAKE TRAIL			LAKE	NEW TRAIL
MONTVERDE/FERN PARK TRAIL			LAKE	NEW TRAIL
CAGAN'S CROSSING PEDESTRIAN OVERPASS			LAKE	PEDESTRIAN OVERPASS
ON ROAD CYCLING INFRASTRUCTURE			LAKE/SUMTER	IMPROVE BIKE LANES AND ROAD SHOULDERS
RAIL SAFETY IMPROVEMENTS			LAKE/SUMTER	
PEDESTRIAN BRIDGE ACROSS US 27	AT LAKE LOUISA STATE PARK		LAKE	PEDESTRIAN OVERPASS
NORTH LAKE TRAIL	CR 450	SR 40	LAKE	NEW TRAIL
CR 561	LOG HOUSE/PINE ISLAND	LAKE HILL DR/ PINE RIDGE ELEMENTARY SCHOOL	LAKE	NEW SIDEWALK
CR 473	TREADWAY SCHOOL RD	CR 44	LAKE	NEW SIDEWALK
CR 561 (MONROE ST)	TENNESSEE AVE	CR 48/FLORIDA AVE	LAKE	NEW SIDEWALK
HANCOCK RD	BOND ST	LOST LAKE RD	LAKE	NEW SIDEWALK
RADIO RD	SILVER BLUFF	TREADWAY SCHOOL RD	LAKE	NEW SIDEWALK
HARTWOOD MARSH ROAD	HANCOCK RD	ORANGE COUNTY LINE	LAKE	NEW PAVED SHOULDER
CR 455	@ OLD 50		LAKE	INTERSECTION IMPROVEMENT/ SIGNAL/ TURN LANE
N HANCOCK ROAD	@ NORTH RIDGE BLVD		LAKE	INTERSECTION IMPROVEMENT/ SIGNAL/ TURN LANE

Bicycle and Pedestrian Programs

- ❑ **Complete Streets & Sidewalk Program**
- ❑ **Regional Trail Program**
- ❑ **Safe School Access Emphasis Program**

Management & Operations

- ❑ **Management & Operations Program**

Lake~Sumter Transit Development Plan

First Five Years

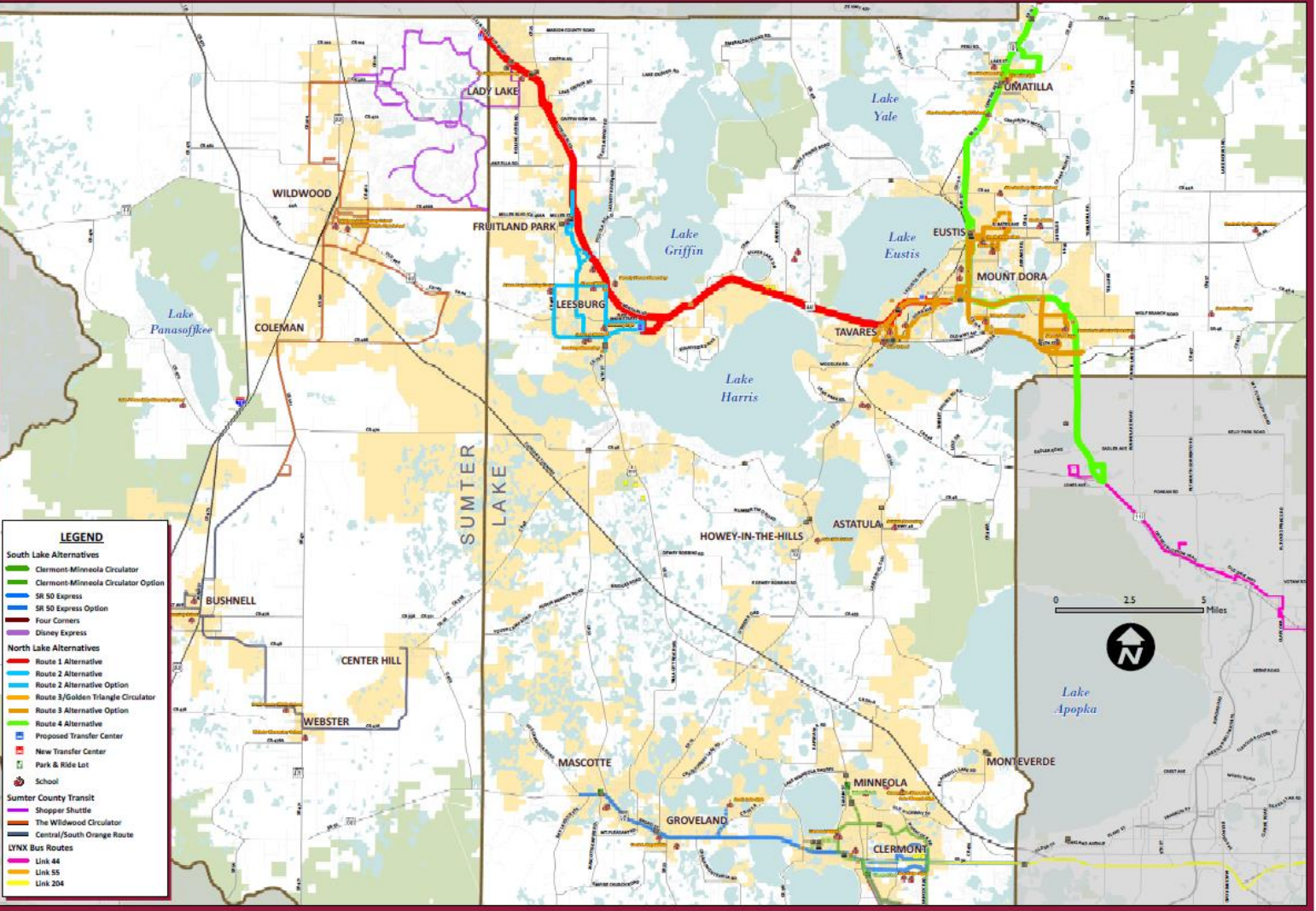
2016	<i>SR50 Spine Service - Route 50</i>
2017	<i>Weekend Service Routes 1 -4, 50</i>
2018	<i>No New Service</i>
2019	<i>Evening Service Routes 1 -4, 50</i>
2020	<i>Clermont-Minneola Circulator - Route 60</i>

Second Five Years

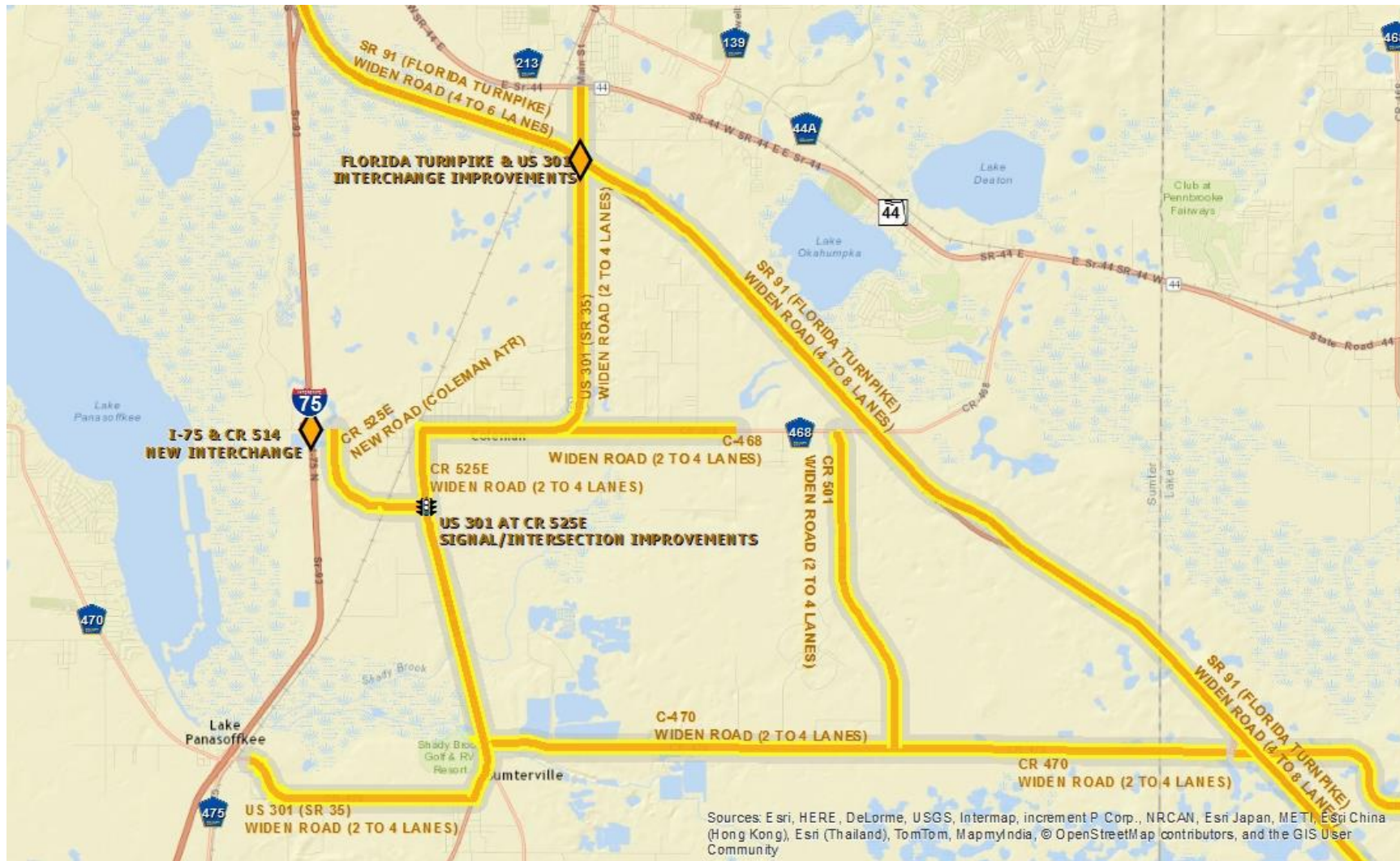
2021	<i>No New Service</i>
2022	<i>No New Service</i>
2023	<i>Double Frequency Routes 1 -4, 50, 60</i>
2024	<i>No New Service</i>
2025	<i>No New Service</i>

LakeXpress Routes

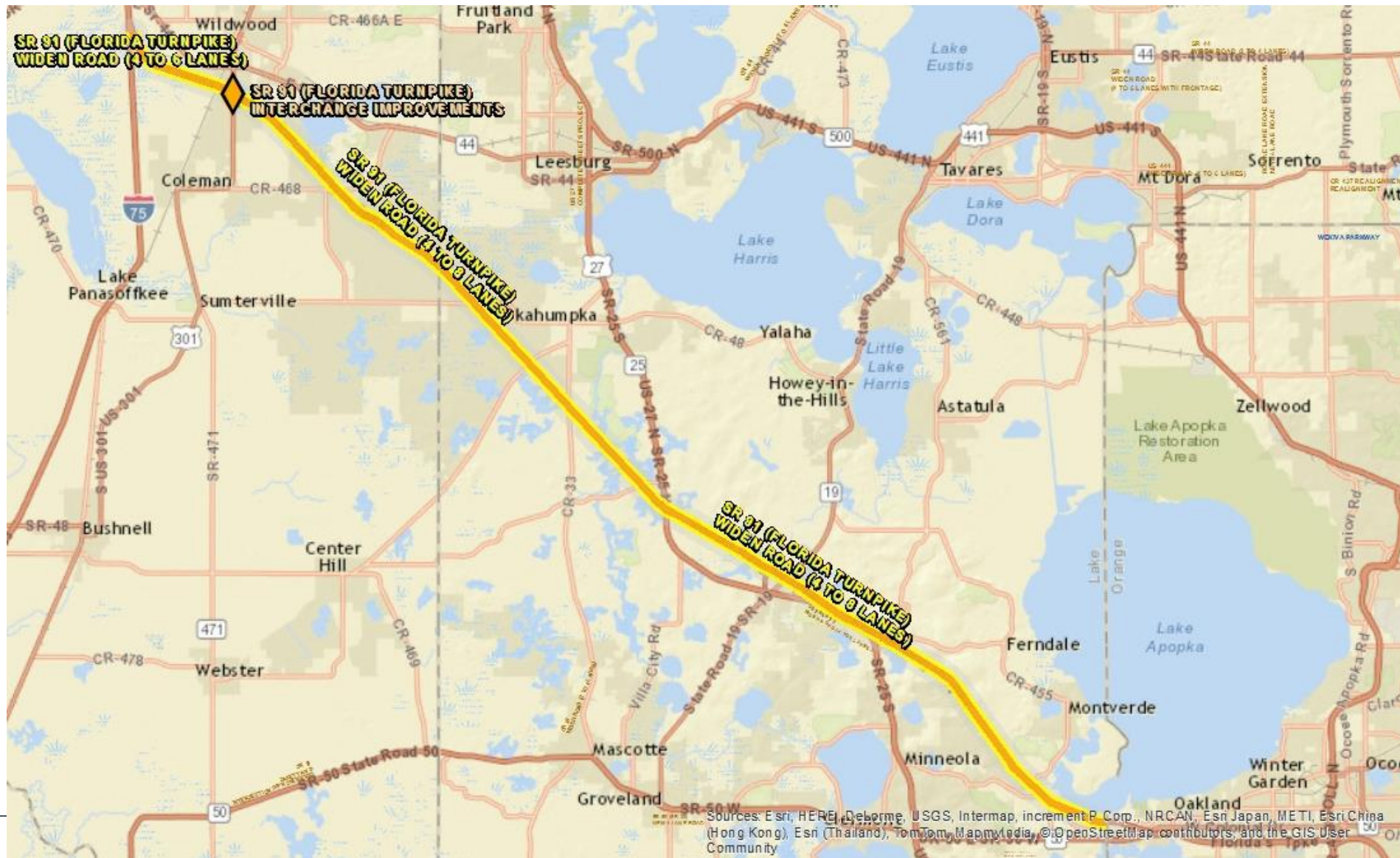
Service Route Alternatives Concepts: Lake and Sumter County, FL
Lake~Sumter Transit Development Plan 2013



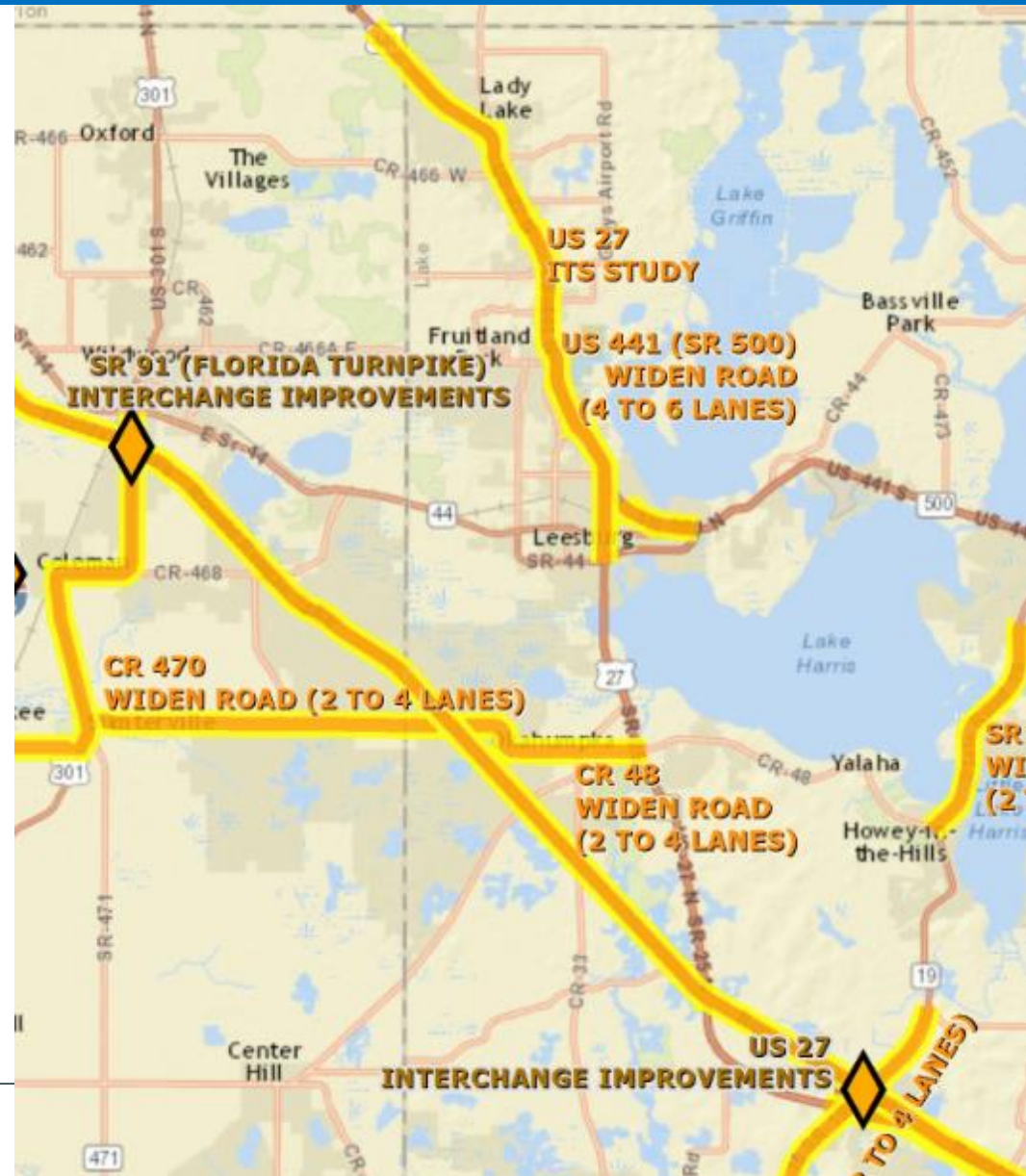
Sumter County – Long Range Projects



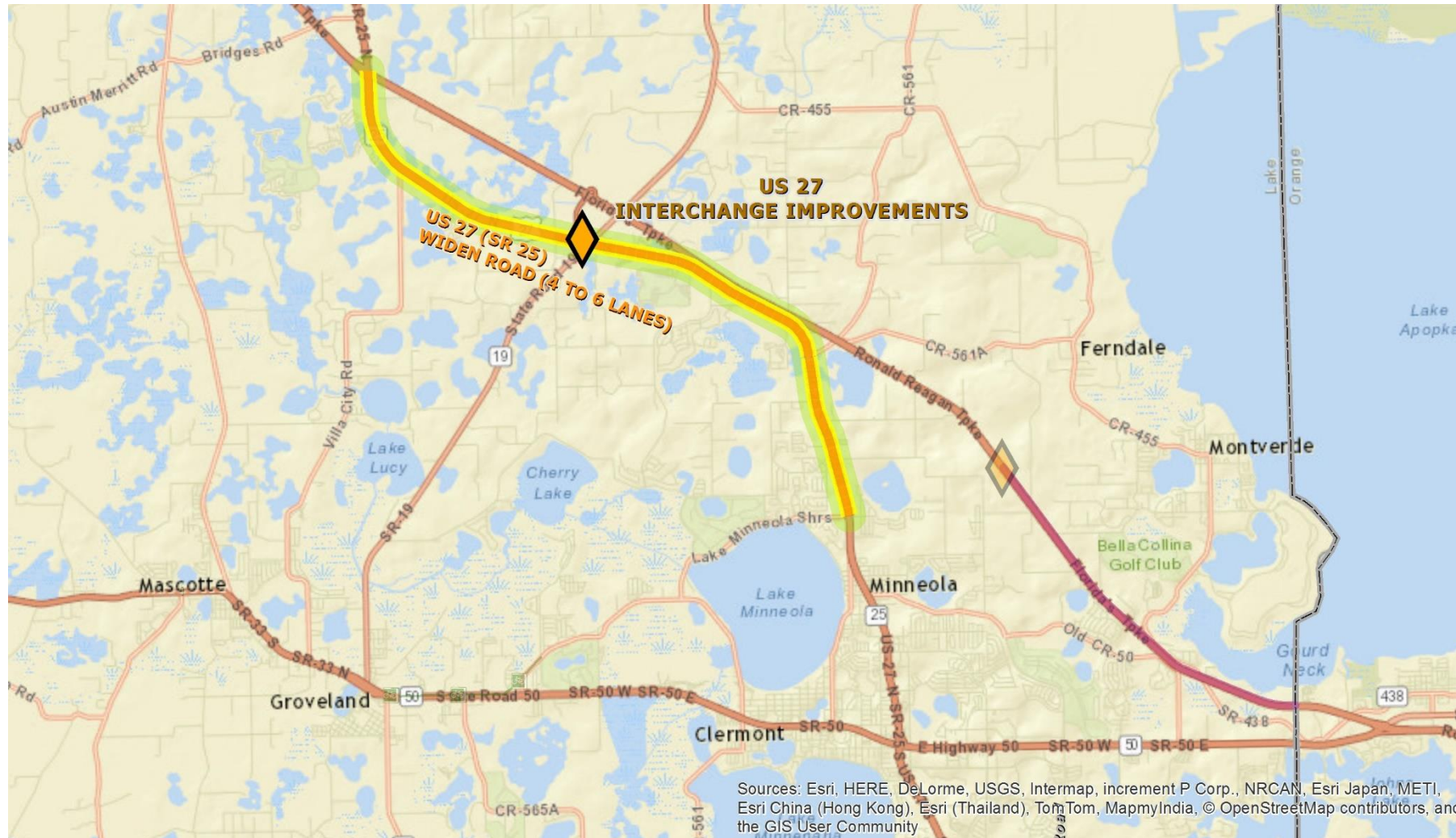
The logo for Lake~Sumter MPO TRANSPORTATION 2040. It features a stylized illustration of a green bus, a yellow airplane, a blue train, and a person with a bicycle. The text "Lake~Sumter MPO" is at the top, and "TRANSPORTATION 2040" is at the bottom in a large, bold, sans-serif font.



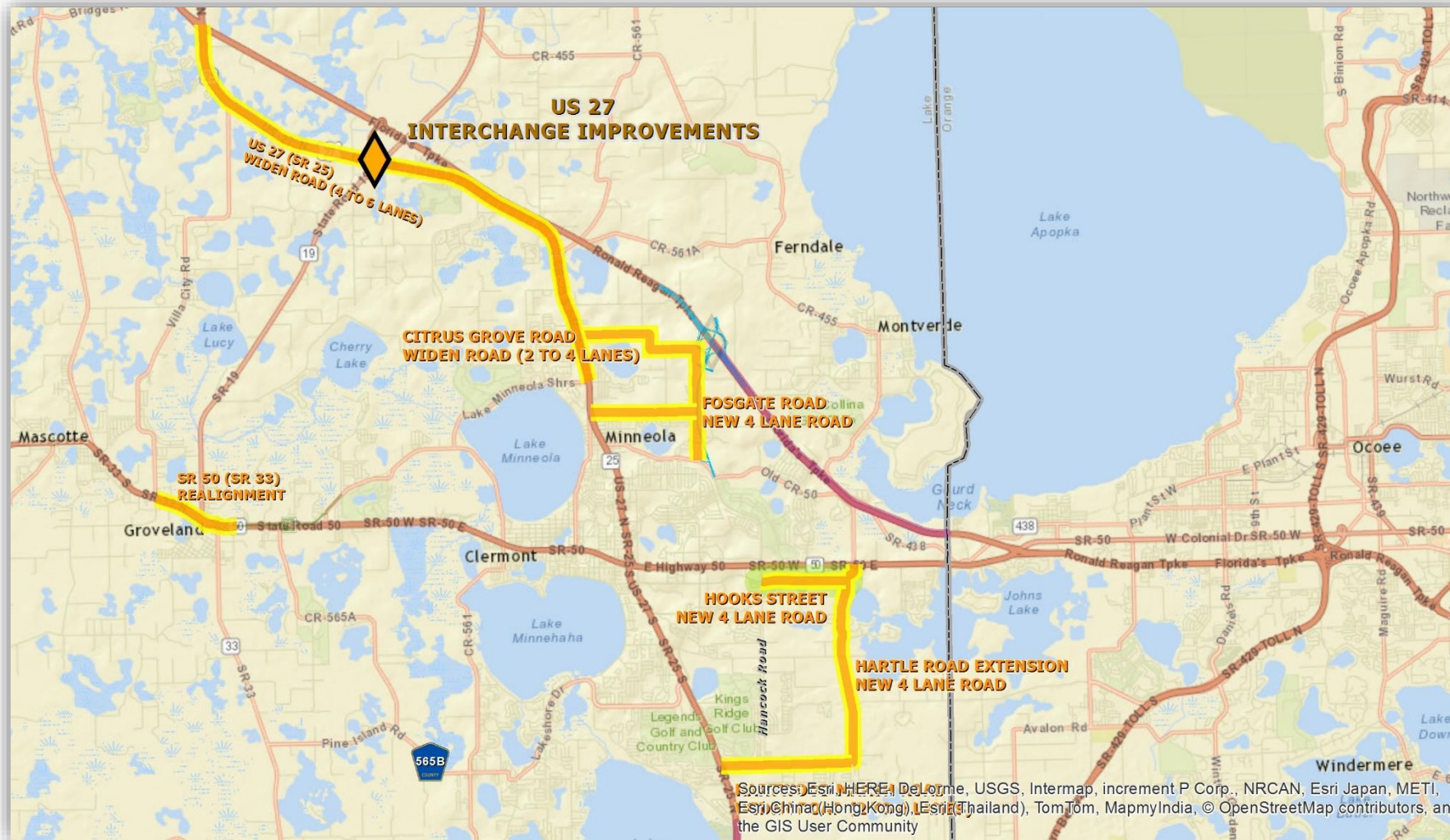
Central Lake-Sumter Area – Long-Range Improvements



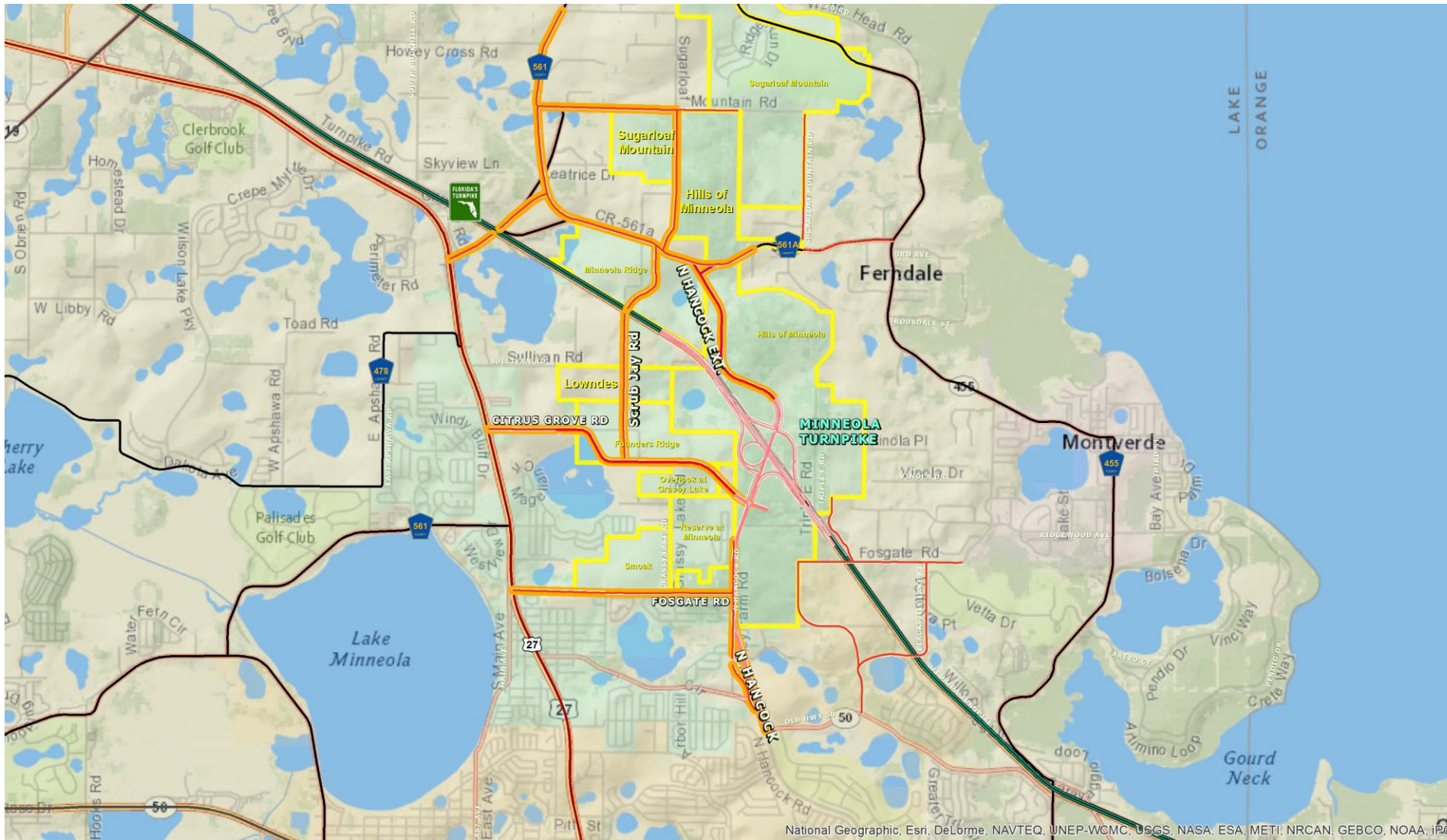
US 27 – Long-Range Improvements



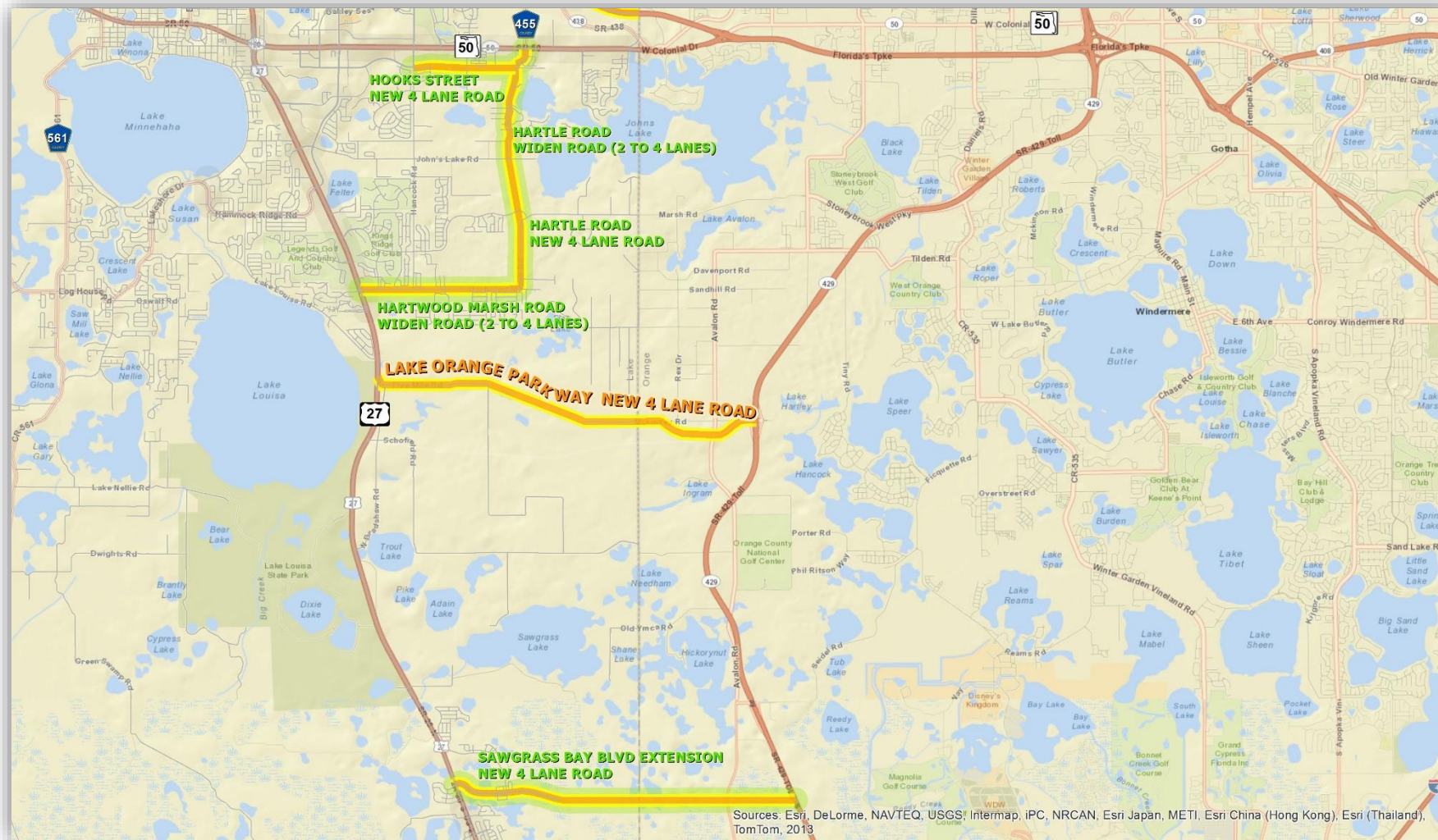
South Lake County – Long-Range Projects



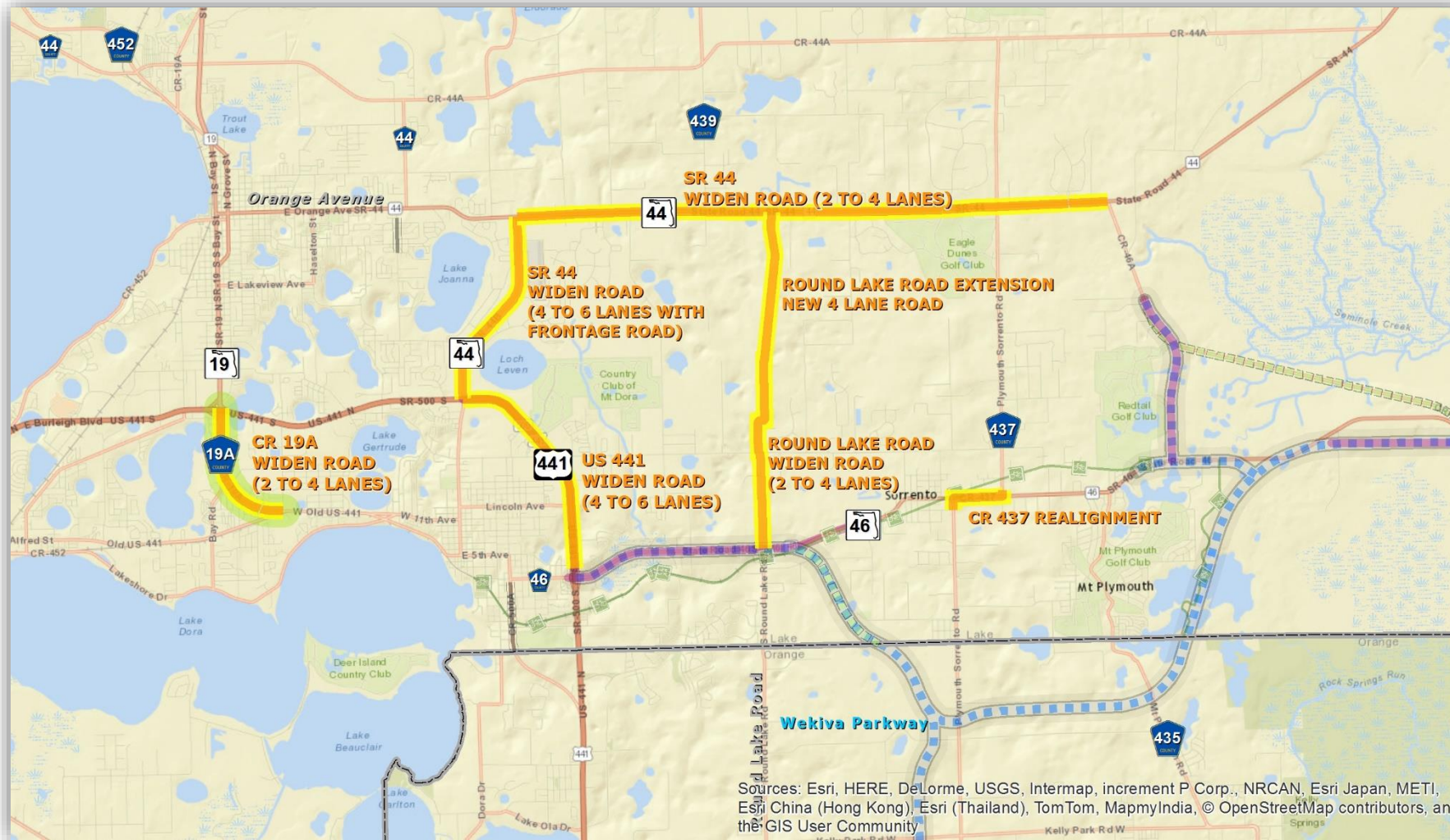
Minneola Interchange Area – Long-Range Improvements



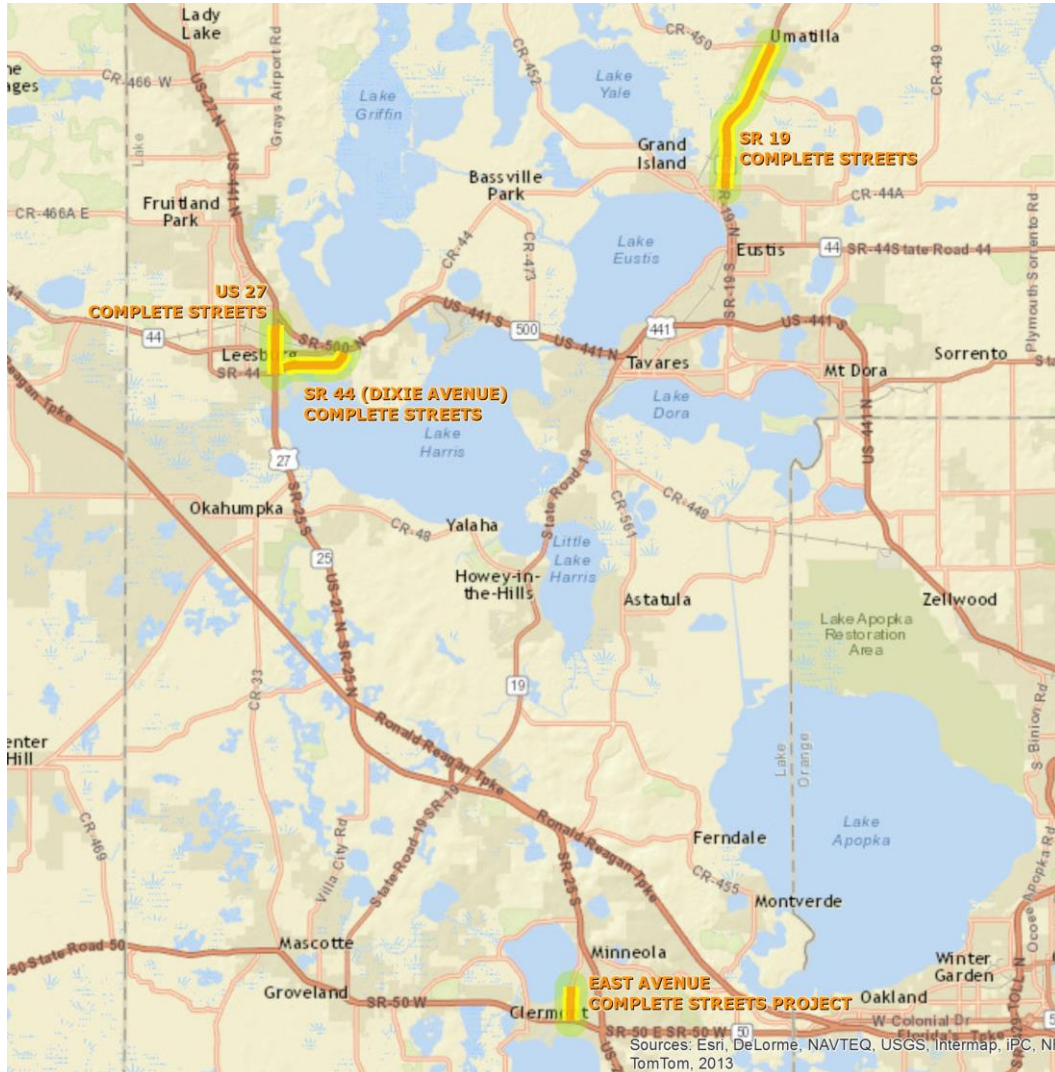
South Lake County (South of SR 50) – Long-Range Improvements



East Lake County – Long-Range Projects



Complete Streets – Enhancements to Address Human Scale Needs



- ❑ US 27 – 14th Street (Leesburg)
- ❑ SR 44 – Dixie Avenue (Leesburg)
- ❑ East Avenue – Clermont
- ❑ SR 19 – Umatilla
- ❑ SR 471 – Webster
- ❑ US 301 – Wildwood
- ❑ SR 46 – Mount Plymouth/Sorrento
- ❑ Main Street and Ruby Street - Tavares

Public Comments on Proposed Plan:

- ☐ Does our needs plan address the issues for your community?
- ☐ Is the constrained funding being focused on the biggest needs?
- ☐ What are your Priorities for:
 - ☐ 2021-2025
 - ☐ 2026-2030
 - ☐ 2031-2040

Lake~Sumter MPO



TRANSPORTATION 2040

Lake ~ Sumter MPO 2040 Long Range Transportation Plan Update

Fall 2015 TJ Fish Executive Director
TJFish@LakeSumterMPO.com 352-315-0170

City of Clermont
SPECIAL MEETING
MINUTES
SEPTEMBER 10, 2015

FIRST PUBLIC HEARING - FISCAL YEAR 2015-2016 BUDGET

The Clermont City Council met in a special meeting on Thursday, September 10, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:00pm with the following present: Council Members Mullins, Goodgame, Bates and Travis. Other City officials present were: City Manager Gray, City Clerk Ackroyd and Finance Director Van Zile.

Resolution No. 2015-30 Tentative Ad Valorem Millage Rate

City Clerk Ackroyd read Resolution 2015-30 aloud in its entirety.

A Resolution of the City of Clermont, Lake County, Florida, adopting the Tentative Ad Valorem Millage Rate for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016; providing for collection of taxes; providing an effective date.

City Manager Gray stated the meeting was the first of two public hearings to adopt a millage rate and budget for Fiscal Year 2015-2016. He reviewed the highlights of the proposed budget and commended senior staff for their assistance in searching for efficiencies and continue providing exceptional services to the residents.

Finance Director VanZile presented the tentative ad valorem millage rate for Fiscal Year 2015-2016. He reviewed the history of property taxable values from 2010 through 2016 and stated the millage rate from 1988 to 2015 had only increased five times since 1988. The ad valorem millage rate increases in 1991 and 1994 were primarily due to operating deficits. The ad valorem millage rate increases in 2000 and 2001 were primarily due to the level of service increases for the Fire Department. The ad valorem millage rate dropped in 2008 due to legislative reform, requiring government agencies to decrease their millage rate. The decreased millage rate was retained until 2014, when the millage rate was increased back to the 2001 rate of 3.7290. The property tax revenue history for fiscal years 2009 through 2015 were reviewed. Finance Director VanZile presented three millage rate options for Fiscal Year 2015-2016. The City is projecting the Arts and Recreation Center will run a deficit of \$958,415.00 for Fiscal Year 2015-2016.

City Manager Gray commented the City had a population of 10,500 in 2001 and has since grown to a population of over 32,000. The Arts and Recreation Center has increased the City's level of service with a pool, gymnasium, senior center, and performing arts center. The City did not want to arbitrarily increase the millage rate after purchasing the facility until reviewing the operating costs for the Arts and Recreation Center.

Finance Director Van Zile reviewed the average increase amounts for residential and commercial properties and compared the City's proposed millage rate to other cities of similar size, population, and geographic location. The average millage rate is 5.99 mils and staff's recommended 4.2061 millage rate places the City 1.7 mils below the average.

Mr. Van Zile reviewed the General Fund revenues, expenditures, and reserves from 2009 to 2016; and the General Fund Deficit History analysis from 2013 to 2016. The current General Fund deficit was not caused by the Splash Pad, Police Station Construction, Police Take Home Car Program, or Fire Station No. 4 Construction projects. The projects are funded by impact fees, loans, and sales tax funds. Finance Director VanZile reviewed the significant expenditures in the Fiscal Year 2016 budget; which included five Police Officers, three Fire Lieutenants, five part-time Parks and Recreation Representatives, an Events Representative, an Arts and Recreation Receptionist and Maintenance Worker, as well as employee merit increases.

City Manager Gray stated the majority of the Parks and Recreation Representatives will be located at Waterfront Park during peak times due to increases in events and activities.

Council Member Travis inquired about the Arts and Recreation Receptionist position. City Manager Gray stated the position is currently held by a temporary employee and will become a full-time permanent position.

Council Member Mullins asked if the trail at Waterfront Park would require widening in the future due to the increased activity. City Manager Gray commented the City will be repaving the trail and would consider widening the trail.

Council Member Travis stated designating separate lanes for walkers and bikers would help with the congestion on the trail.

Staff requested approval of Resolution 2015-30, establishing the tentative ad valorem millage rate of 4.2061 for Fiscal Year 2016.

Mayor Ash opened the public hearing.

Bob Peraza mentioned an error regarding the millage rate listed on the agenda and commented the rate was correct in the Resolution. He inquired about the population in 2005. Finance Director VanZile replied the population in 2005 was 20,017.

Laura Henry; Greater Cancer Foundation Director, requested the City waive the \$3,500 fee for their October 17, 2015 Music Festival.

Mayor Ash stated the Council was only discussing the budget. City Manager Gray noted the request and will research possible funding for the event.

Shannon Arellano; Lake County Hoops, commented they paid over \$8,000 to the Arts and Recreation Center last year for use of the gymnasium and were informed they will not be able to

finish their season due to another group using the facility. She requested assistance from the Council to allow Lake County Hoops to finish the basketball season.

City Manager Gray stated there was not enough space in the gymnasium and Parks and Recreation Director Davidoff was working with both groups.

Greg Homan spoke in opposition of raising the millage rate and suggested the City cut expenses.

Jim Harrison spoke in support of the Arts and Recreation Center facility purchase.

Mark Graff spoke in support of the Arts and Recreation Center facility purchase and commended the City for how they manage City funds. He stated the fees to use the Arts and Recreation Center facilities should be increased.

Ms. Baron thanked the City for purchasing the Arts and Recreation Center facility and allowing the senior citizens to use the facility at no cost.

Gregory DeJesus requested funds to run the Senior's Club.

Fred Sommer spoke in support of the Arts and Recreation Center facility purchase and thanked the City for supporting the triathlons over the years.

Tom English and Cheryl Fishel; on behalf of the Pig on the Pond Board of Directors, thanked the City for supporting the Pig on the Pond event and presented the City with a plaque.

Mayor Ash thanked the Pig on the Pond Board of Directors for supporting the youth through their scholarship program.

Mary Grinwold requested directional signs on Highway 27 for the Senior's Center.

Mayor Ash commented the signage was in the proposed budget.

Cindy Berry spoke in opposition of increasing the millage rate.

Thomas Gould and Nancy Ringle requested the City provide speakers for the Senior's Club.

Michelle Michnoff extended appreciation to the City for partnering with the Boys and Girls Club.

Bob Bowman suggested the City slightly increase the millage rate, decrease expenses, and use reserve funds to balance the budget.

Walt Martin spoke in support of the Arts and Recreation Center property purchase. He was opposed to increasing the millage rate.

Freddy Williams; Boys and Girls Club of Lake and Sumter Counties Chief Executive Director, spoke about the long term benefits provided by organizations such as the Boys and Girls Club, basketball clubs, and seniors clubs. He thanked the City for their partnership and leadership.

Jeremy Kevitt extended personal thanks on behalf of his family for Council's decisions to add the Arts and Recreation Center, Parks, Splash Pad, Lake Hiawatha Preserve, and offer activities in Clermont. He commented that; as a professional police officer, crime involving youth often begins with boredom and having events and activities for the youth are preventative measures.

Ron Smart; Clermont Downtown Partnership, thanked Council for adding projects to the Community Redevelopment Agency budget for the Downtown area. He extended appreciation to the City for working with the Clermont Downtown Partnership on their events.

Mayor Ash closed the public hearing.

Mayor Ash recessed the meeting at 7:46pm. Mayor Ash reconvened the meeting at 7:59pm.

Council Member Mullins stated he met with City Manager Gray and Finance Director VanZile to review potential budget cuts and asked City Manager Gray if the presented budget included budget cuts.

City Manager Gray stated the deficit began at \$1.8 million and had been reduced to a deficit of \$1.2 million. Staff reviewed the Workers Compensation insurance premium and received credit for the City's safety record, saving the City over \$300,000. The Police Department delayed hiring five police officers for 6 months and several capital projects have been delayed. He commented the majority of the departments decreased their budget for Fiscal Year 2015-2016.

Mayor Ash encouraged the citizens to support the Performing Arts Center.

Council Member Mullins commented the services available to the citizens have increased significantly over the years and the millage rate did not increase. He advocated increasing the millage rate to cover the cost of the increased services provided by the City and suggested a millage rate of 4.00, use of reserve funds, and additional budget cuts to balance the remainder of the budget.

Council Member Travis asked the amount of additional reserves needed if the millage rate was set at 4.00. Finance Director VanZile commented an additional \$400,000 would be required from reserves.

Council Member Goodgame commended staff for their work on the budget and spoke in favor of the recommended 4.0261 millage rate.

Council Member Bates inquired how the City's population compared with other cities. City Manager Gray stated the populations were similar in size and services provided.

Council Member Bates asked how the City compared with other cities on number of employees. Finance Director VanZile stated the average for other cities was 8.69 employees per 1,000 residents. The City's average is 7.93 employees per 1,000 residents.

Council Member Goodgame moved to approve Resolution 2015-30 with the millage rate of 4.2061; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Resolution No. 2015-31 Tentative Budget

City Clerk Ackroyd read Resolution 2015-31 aloud by title only.

A Resolution of the City of Clermont, Lake County, Florida, adopting the Tentative Budget for the 2015-2016 Fiscal Year.

Finance Director Van Zile presented the City-wide budget and expenditures. The revenues and reserves are \$114,327,402, and expenditures are \$114,327,402. The significant expenditures included Fiber Network Phase 4, seventeen new and replacement Police Department Vehicles, Police Station Construction, two Fire Department Replacement Vehicles, Fire Department Equipment, Fire Station No. 4 Construction, Parks Entrance Signs, Palatlahaha Park Playground Rebuild, Splash Pad Shade Structure, Hancock Soccer Field Lighting and Fencing, Arts and Recreation Center Improvements, Water Main Loop, Sector Area Utilities Extension, East Water Loop, Asset Management Software, Stormwater Master Plan Improvements, two Garbage Truck Replacements, five New Positions, Downtown Entry Signage, City Hall Park Public Restrooms, and Downtown Community Redevelopment Agency Grants.

Staff requested approval of Resolution 2015-31, establishing the tentative City-wide budget in the amount of \$114,327,402 for Fiscal Year 2015-2016.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Mullins inquired if the City was sponsoring Pig on the Pond and Sommer Sports events. City Manager Gray stated the sponsorships were included in the budget.

Council Member Mullins asked if the \$20,000 for community relations included requests the City receives to waive certain event fees. City Manager Gray stated the \$20,000 was to support local civic organizations.

Council Member Goodgame commented the operation of the Performing Arts Center was good for community relations.

Council Member Bates inquired if a shade structure for the pool at the Arts and Recreation Center was in the budget. City Manager Gray stated it was not in the budget for Fiscal Year 2015-2016.

Council Member Bates asked when the Police Department positions would move forward. City Manager Gray stated staff agreed to move forward with two of the positions in October and the remaining three in April.

Council Member Goodgame moved to approve Resolution 2015-31 with tentative

budget amount of \$114,327,402; seconded by Council Member Mullins.

Council Member Mullins requested a millage rate of 4.00 be presented at the final public hearing.

The motion passed with all members present voting aye.

ADJOURN: With no further comments, the meeting was adjourned at 8:38pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 22, 2015

The Clermont City Council met in a regular meeting on Tuesday, September 22, 2015 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd.

INVOCATION

Pastor Carlos Aviles gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Ackroyd read the Fire Prevention Week 2015 proclamation aloud. Mayor Ash presented the proclamation to Clermont Fire Department staff members William Harrison and Jennifer Pearce.

PRESENTATION

City Manager Gray introduced Parks and Recreation Director Scott Davidoff.

Arts and Recreation Update

Parks and Recreation Director Davidoff provided an update on the Arts and Recreation Center to include the partnership with the Boys and Girls Club, gymnasium usage, Senior Program attendance, room rentals, and the Aquatic Center usage.

Jeannie Linders updated the Council on the progress of the Performing Arts Center, facility upgrades, talent bookings, and preparations for the Grand Opening Gala. Ms. Linders thanked Council for their support.

Parks and Recreation Director Davidoff provided information on the renovations to the Performing Arts Center and the future vision of the Arts and Recreation Center facility.

PUBLIC COMMENTS

Jim Purvis commented on the late arrival of the water utility bill in September, the due date providing less than a week to pay, and his check not clearing in a timely manner.

Hope Lamb stated she did not receive a water utility bill. Ms. Lamb requested Council take action opposing the Florida bear hunt scheduled for October.

Council Member Mullins inquired if there was a resolution the City could write in opposition of the bear hunt. City Attorney Mantzaris stated Council could send a resolution in support of eliminating the bear hunt. The injunction hearing will be held on October 1, 2015.

Council supported writing a resolution in opposition of the bear hunt.

City Manager Gray will work with City Attorney Mantzaris on drafting a resolution.

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Charlene Forth spoke in opposition of the time limit for public comments. She commented on a water payment placed in the drop box and located after a month. Ms. Forth supported drafting a resolution in opposition of the bear hunt.

REPORTS

City Manager Gray – No report.

City Attorney Mantzaris – No report.

Council Member Bates attended the Lake County League of Cities meeting last week. He announced his nomination to sit on the new Water Safety Advisory Committee. The Lake County Board of County Commissioners will vote on the nomination in a few weeks.

Council Member Goodgame reported he attended the Metropolitan Planning Organization meeting and the Florida Department of Transportation denied the Metropolitan Planning Organization's application to fund a pedestrian crossover on U. S. Highway 27 near Lake Louisa Road.

Council Member Mullins attended the Lake County Sales Tax Oversight Committee on September 14, 2015 to review the Lake County, School Board and Lake County city's proposed budget expenditures for the sales tax funds.

Council Member Travis announced the South Lake Chamber of Commerce has published a new Visitor and Relocation Guide. The South Lake Chamber of Commerce breakfast will be held on October 16, 2015 and Pam Stewart; State Commission on Education, will be the speaker.

Mayor Ash – No report.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Meeting Minutes

Consider request to approve minutes of the July 14, 2015 and July 28, 2015 Regular Council meeting.

Item No. 2 – Surplus Request

Consider approval to declare end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy.

Council Member Goodgame moved for approval of the Consent Agenda as submitted; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
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REGULAR COUNCIL MEETING
September 22, 2015

UNFINISHED BUSINESS

Item No. 3 – Ordinance No. 2015-75 Final Hearing, *Table to October 27, 2015*

City Clerk Ackroyd read Ordinance 2015-75 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Article IV Planned Unit Developments; Chapter 122 Zoning, Section 122-311 Purpose and Intent of Article; Section 122-313 General Requirements; Section 122-314 Location; Section 122-315 Review Criteria; Section 122-316 Procedure for Review and Approval; Section 122-317 Amendments to Development Plan; Section 122-318 Conflicting Provisions; providing for codification, severability, effective date, and publication.

Council Member Goodgame moved to table to October 27; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 4 – Lien Release, *Eglise De Dieu Tabernacle De Louange*

Development Services Hollerand reported the property located at 1018 School Street had an existing lien in the amount of \$2,606 and additional expenses for mowing and administrative costs in the amount of \$366. The new property owner was not aware of the lien when purchasing the property and was requesting elimination of the fine and release of the lien. Staff recommended the full amount be paid.

Marie Jean; Owner, stated the property was purchased in 2012 at an auction and was not aware of the lien at the time of purchase. She recently received a letter from the City regarding the lien and requested the lien be released.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Mullins inquired if a title search had been completed before purchasing the property. City Attorney Mantzaris stated the property was acquired through a tax deed sale at an auction and tax deed sales are not handled through a traditional closing.

Council Member Mullins commented the purchaser did not perform due diligence.

Mayor Ash stated purchases made in this manner are typically “as is” purchases.

Council Member Bates asked if someone would have notified Ms. Jean of a lien on the property. City Attorney Mantzaris commented there was a certain amount of responsibility and liability to the individual purchasing the property. The Lake County Clerk of Court’s office does not assume the responsibility to conduct title searches on properties offered through an auction.

Council Member Bates inquired how the property owner became aware of the lien. City Attorney Mantzaris stated Code Enforcement Board staff had been reviewing older liens, particularly liens where the City expended funds, and the current property owner was sent a letter regarding the lien.

Council Member Mullins commented the City expended funds to clean the property.

City of Clermont
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September 22, 2015

Council Member Bates inquired if the amount owed included interest. City Attorney Mantzaris stated the amount did not include interest.

Ms. Jean commented the church cleaned the property and mowed the grass.

Mayor Ash stated the amount owed were the expenses the City paid to demolish the building and clean up the debris.

City Attorney Mantzaris stated \$366 was for mowing. The majority of the expenses were for demolishing the structure, removal of vehicles, and removal of debris.

Council Member Bates inquired if the property was owned by the church. Ms. Jean stated the church owned the property.

Council Member Travis stated buyers are cautioned to do a title search when purchasing through an auction.

Council Member Mullins moved to deny the request; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 5 – Tourist Development Council Funding Application

City Manager Gray stated Council directed staff to work with South Lake Hospital and Lake Sumter College regarding amending an application for a Tourist Development Council grant. Lake Sumter College has agreed to expand the fields at Legends Way. The amended application deadline is October 1, 2015 and will be on a future Lake County Board of County Commissioners agenda for consideration. The amended application will be submitted after approval by the City Council, South Lake Hospital, and Lake Sumter College. The City assisted with the layout and engineering of the plans; however no funds will be expended by the City and the City will not manage the facility.

Economic Development Director Hitt commented the original application was not approved by the Tourist Development Council. The amended application included over 300 parking spaces, five ball field diamonds, and allows the location to be marketed as a ten-field softball complex. The estimated costs have been reduced and the amended application is requesting under \$3 million, as opposed to the \$7 to \$8 million in the original application.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Mullins moved to go forward with the amended application; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 6 – Parkrun

Parks and Recreation Director Davidoff stated the Parkrun is a free, weekly community 5K Run operated by the participants. The Parkrun accesses the trail from Waterfront Park, has between 50 to 100 participants each Saturday, and the run begins and ends at the Historic Village.

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The South Lake County Historical Society requested the Parkrun relocate to Lake Hiawatha Preserve. The Parkrun organizers expressed concern the move would create additional administrative work and loss of participants. The organizers have agreed to maintain the course, restrooms, and request permission to install signage and use of a storage area.

Mayor Ash opened the public hearing.

Karen Bowler, Joshua Castleman, Kristine Rocha, Ron Murdock, William Post, Amanda Walsh, Frances Post, Kimberly Grogan, and Jody spoke in favor of the Parkrun utilizing the Historic Village location.

Charlene Forth, Jim Purvis, Hope Lamb, Donna DiGennaro, Dodie King, Micki Blackburn Nagel, and Larry Rescoe spoke in opposition of the Parkrun utilizing the Historic Village location.

Mayor Ash closed the public hearing.

Mayor Ash recessed the meeting at 8:52pm. Mayor Ash reconvened the meeting at 9:07pm.

Council Member Mullins commented the Downtown merchants benefit when events are closer to the Downtown Historic District.

Mayor Ash suggested creating a committee consisting of representatives from the Historical Society, Parkrun, and City staff.

Council Member Goodgame stated visitors to the Historic Village are charged a rental fee to use the facilities and the Parkrun participants have used the facilities at no charge.

Council agreed a committee consisting of a mediator, representatives from the Historical Society, Parkrun, and City staff. City Manager Gray will move forward with a committee.

ADJOURN: With no further comments, this meeting was adjourned at 9:37 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
SPECIAL MEETING MINUTES
SEPTEMBER 24, 2015

FINAL PUBLIC HEARING - FISCAL YEAR 2015-2016 BUDGET

The Clermont City Council met in a special meeting on Thursday, September 24, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:00pm with the following present: Council Members Mullins, Goodgame, Bates and Travis. Other City officials present were: City Manager Gray, City Clerk Ackroyd and Finance Director Van Zile.

City Manager Gray reported he met with the Lake County Rowing Club and Parkrun individuals regarding entering into a partnership to run the weekly Parkrun events from the Clermont Boathouse beginning October 10, 2015.

City Manager Gray stated inserts caused a delay with the utility bills in September. The City is working to resolve future issues, including possibly extending the due date by five days.

The City Attorney provided staff with a resolution regarding the bear hunt.

Resolution No. 2015-35

City Clerk Ackroyd read Resolution 2015-35 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, opposing the Florida Fish and Wildlife Commission's action to permit bear hunting, urging the Commission to reconsider its adopted rule and the Governor and the State Legislature to intervene; and supporting the efforts of Speak Up Wekiva, Inc. challenging the action of the Commission and providing an effective date.

Mayor Ash asked if anyone had any questions or comments. There were no questions or comments.

Council Member Goodgame moved to approve Resolution 2015-35; seconded by Council Member Mullins. The motion passed with all members present voting aye.

The Resolution will be sent to the other Lake County cities and the Lake County Board of County Commissioners.

City Manager Gray stated the purpose of the meeting was to present the proposed final budget and millage rate. The recommended millage rate of 4.2061 generated an additional \$958,415 for Fiscal Year 2015-2016, and \$304,600 from reserves was used to balance the General Fund. The budget included additional positions in the Police, Fire, and the Parks and Recreation Departments. He commended senior staff for their work throughout the budget process and applauded City staff for their assistance in providing exceptional services to the community.

Resolution No. 2015-32 Final Ad Valorem Millage Rate

City Clerk Ackroyd read Resolution 2015-32 aloud in its entirety.

A Resolution of the City of Clermont, Lake County, Florida, adopting the Ad Valorem Millage Rate for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016; providing for collection of taxes; providing an effective date.

Finance Director Van Zile reviewed the property taxable values history from 2010 to 2016, the property tax rates history from 1988 to 2015, the property tax revenues, the Ad Valorem Millage Rate options, and the millage rate increase for Fiscal Year 2015-2016. He commented the SAFER Grant; which pays for nine firefighters, will end in Fiscal Year 2016-2017 and the City will have to absorb approximately \$400,000 in expenses. The Red Light Camera program will also expire in Fiscal Year 2016-2017 and the City will lose approximately \$100,000 in income.

Finance Director VanZile reviewed the millage rate comparisons to other cities of similar populations and geographic location to the City of Clermont. Clermont continues to have the lowest millage rate with the proposed 4.2061 millage rate. He reviewed the General Fund History from 2009 to 2015 and provided the General Fund deficit history analysis from Fiscal Years 2013 to 2016. Mr. VanZile reviewed the expenditures, revenues, and reserves for Fiscal Year 2015-2016.

City Manager Gray commented the reason the deficit exists at the Arts and Recreation Center was due to the City waiting a year to determine the potential revenues and expenditures for the Center as opposed to arbitrarily raising the millage rate in Fiscal Year 2014-2015.

Council Member Travis asked if the Arts and Recreation Center deficit included the improvements already completed. City Manager Gray stated the improvements were not included in the General Fund. The improvements used the income from the Infrastructure Tax funds received.

Finance Director VanZile commented the General Fund deficit was not caused by the Champions Splash Park, Police Station Construction, Police Take- Home Vehicle Program, and Fire Station No. 4 Construction.

City Manager Gray noted the Fire Station will be partially funded by Lake County.

Finance Director Van Zile reviewed the General Fund total expenditures and personal services per capita compared to other cities. He reviewed the General Fund revenues by type, expenditures by function, and expenditures by type, for Fiscal Year 2015-2016. The significant expenditures in the General Fund included new positions and merit increases.

City Manager Gray provided detailed information on the new positions for Fiscal Year 2015-2016.

Council Member Travis inquired if the five part-time positions for Parks and Recreation included the employees at Champions Splash Park. City Manager Gray stated the five positions were not dedicated to the Champions Splash Park. The positions at the Champions Splash Park are seasonal part-time positions and the five new positions would be permanent part-time positions.

Staff requested City Council approve Resolution 2015-32, establishing the Ad Valorem Millage Rate of 4.2061 for Fiscal Year 2016.

Mayor Ash opened the public hearing.

Bob Peraza, Jim Purvis, Michelle Minchoff, Shannon Hildalgo, and Paul McPherson spoke in favor of the millage rate increase.

Mayor Ash closed the public hearing.

Council Member Mullins was in favor of a 4.2061 millage rate.

Mayor Ash stated cutting the budget means cutting services. City staff researched the cost necessary to operate the City and maintain the services provided to the residents.

Council Member Bates commented the audio visual equipment for the Council Chambers could be removed from budget. He was opposed to increasing the millage rate and suggested taking \$700,000 from reserves to balance the budget.

City Manager Gray stated the City is facing a half million dollar deficit in Fiscal Year 2016-2017.

Council Member Goodgame was in favor of the millage rate increase.

Council Member Goodgame moved to approve the 4.2061 millage rate; seconded by Council Member Travis. The motion passed 4 to 1 with Council Member Bates opposing.

Resolution No. 2015-33 Final Budget

City Clerk Ackroyd read Resolution 2015-33 aloud by title only.

A Resolution of the City of Clermont, Lake County, Florida, adopting the Budget for the 2015-2016 Fiscal Year.

Finance Director Van Zile reviewed the City-wide budget revenues by type and the expenditures by function for Fiscal Year 2015-2015. The significant expenditures for Fiscal Year 2015- 2016 included the following: Fiber Network Phase 4, Police Department New Positions, Police Department and Fire Department Replacement Vehicles, Police Station and Fire Station No. 4 Construction, Fire Department Heavy Rescue 103 Vehicle, Fire Department Engine 104 Equipment, Parks Entrance Signs, Palatklakaha Park Playground Rebuild; Splash Pad Shade Structure, Hancock Park Soccer field Lighting and Fencing, Arts and Recreation Center Improvements, Water Main Loop, Sector Area Utilities Extension, East Water Loop, Asset Management Software, Stormwater Master Plan Improvements, Garbage Truck Replacements and New Positions, Downtown Entryway Sign, City Hall Park Public Restrooms, and Downtown Community Redevelopment Agency grants.

Staff requested the City Council approve Resolution 2015-33, establishing the City-wide budget in the amount of \$114,327,402 for Fiscal Year 2016.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Goodgame moved for approval of Resolution 2015-33; seconded by Council Member Mullins. The motion passed with all members present voting aye.

ADJOURN: With no further comments, the meeting was adjourned at 7:11pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and Allstate Paving, Inc. to provide drainage and road improvements on Pitt Street, East Minneola Avenue, Roane Road and East Montrose Street in the amount of \$781,538.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide drainage & road improvements on Pitt Street, East Minneola Avenue, Roane Road and East Montrose Street. Funds for this project are derived from federal funds appropriated by the Community Development Block Grant Program (CDBG) number 15DB-OH-06-45-02-N44. The Purchasing Department issued a Request for Bid (RFB) number 15-041 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. The work involves demolition of existing roads to construct drainage concrete piping, curb and gutter, curb inlets, sidewalks, road rebuild, and water line replacement. The bid included a base bid price for drainage improvements from East Montrose to Pitt Street and an additive alternate price to provide similar services to East Desoto Street (see attached Response Tabulation). In an effort to stay below budget, the additive alternate for East Desoto is not being considered for award. The base bid price was also reduced to all bids by removing the concrete sidewalks portion of the project which affected East Minneola and Roane Street (see attached Award Recommendation Letter). Award is being recommended to low responsive and responsible bidder Allstate Paving, Inc. in the total amount of \$781,538 who complied with all terms, conditions, and specifications stated in the RFB. The contract is to be funded from the CDBG in the amount of \$644,000, FY 2015 carry forwards totaling \$125,000 from the Water and Stormwater Funds and FY 2016 funds in the amount of \$12,538.		
Additional Analysis		
Fiscal Impact Summary		
Contract is funded from the CDBG, FY 2015 carry forwards and FY 2016 approved budget funds.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------------|-------------------------------------|
| 1. | Response Tabulation | RFB 15-041 Response Tabulation.pdf |
| 2. | Award Recommendation Letter | RFB 15-041 Award Recommendation.pdf |
| 3. | Ad | RFB 15-041 Road improvements.docx |



RESPONSE TABULATION

**RFB 15-041, DRAINAGE IMPROVEMENTS FROM EAST MONTROSE TO PITT STREET – CDBG
DUE DATE/TIME: SEPTEMBER 10, 2015 AT 2:00 P.M. (EST)**

COMPANY NAME	BID BOND	ADD 1	ADD 2	BASE BID	ALTERNATE 1	BASED BID + ALT. 1
Allstate Paving, Inc. – Orlando, FL	Y	Y	Y	\$989,238.00	\$195,665.00	\$1,184,903.00
Jordan Brothers Construction, LLC. – Orlando, FL	Y	Y	Y	\$999,474.18	\$219,810.82	\$1,219,285.00
C.E. James, Inc. – Oviedo, FL	Y	Y	Y	\$1,013,489.50	\$219,838.00	\$1,233,327.50
Florida Safety Contractors, Inc. – Tampa, FL	Y	Y	Y	\$1,121,460.50	\$256,408.00	\$1,377,868.50
Stage Door II, Inc. – Apopka, FL	Y	Y	Y	\$1,129,006.00	\$262,594.00	\$1,391,600.00

* Addenda 1 and 2 were not mandatory submittals with bid response.

Based Bid is composed of Pitt Street, East Minneola, East Montrose, and Roane Street projects.

Alternate 1 is composed of East Desoto street project.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION

OCTOBER 12, 2015

RFP 15-041 – DRAINAGE IMPROVEMENTS FROM EAST MONTROSE TO PITT STREET – CDBG

Due to insufficient funds, Alternate 1 will not be considered for award. In addition, the work to build the sidewalks on East Minneola and Roane Street will not be awarded in order to stay within budget. In fairness to all bidders, the sidewalk work was deducted from each bid to include the following:

- Deduct Concrete Sidewalk and Steps – East Minneola: Line number 16, 17, 18, 19, and 21.
- Deduct Concrete Sidewalk – Roane Street: Line number 15, 16, and 17.

COMPANY NAME	BASE BID PRICE	DEDUCT CONCRETE SIDEWALKS	REVISED BASE BID PRICE
Allstate Paving, Inc. – Orlando, FL	\$989,238.00	\$207,700.00	\$781,538.00
Jordan Brothers Construction, LLC. – Orlando, FL	\$999,474.18	\$137,536.62	\$861,937.56
C.E. James, Inc. – Oviedo, FL	\$1,013,489.50	\$113,335.00	\$900,154.50
Stage Door II, Inc. – Apopka, FL	\$1,129,006.00	\$184,380.00	\$944,626.00
Florida Safety Contractors, Inc. – Tampa, FL	\$1,121,460.50	\$127,677.00	\$993,783.50

The award recommendation is being made to the low responsive and responsible bidder, Allstate Paving, Inc. in the revised base bid price of \$781,538.

REQUEST FOR BID – CDBG

The City of Clermont is requesting proposals from qualified respondents to provide drainage & road improvements from East Montrose to Pitt Street – CDBG (RFB 15-041). All responses must be received prior to **2:00 P.M. on Thursday, September 10, 2015**. Information may be obtained from the City's website at <http://www.clermontfl.gov/>

Publication Date: Newspaper
August 3, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 27, 2015	
Agenda Item Name	
Surplus Request and Single Source Purchase	
Requested Action	
Motion to approve and declare end of life inventory as surplus from the Fire Department and dispose of in accordance with the Purchasing Policy. Motion to approve single source purchase from Physio-Control, Inc. to purchase LifePak 15 Cardiac Monitor / Defibrillators, AED, and Cardiac Rythm generator.	
Staff Report	
The Purchasing Department and the Fire Department recommend approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. <u>Fire Department</u> (3) Lifepak 12 Biphasic Defibrillators The Fire Department will receive \$5,000 per unit for a total of \$15,000 credit towards the purchase of new equipment from the manufacturer. Fire Department requests approval to purchase four (4) LifePak 15 Cardiac Monitor/defibrillators, one (1) AED, and one EKG (1) cardiac rhythm generator from single source company Physio-Control, Inc. Physio-Control, Inc. is the sole provider of LifePaks, AED, and EKG and is the sole distributor in the U.S. and Canadian markets. Physio-Control, Inc. does not authorize resellers to sell their products or provide services (see attached sole source letter). Two (2) LikePak devices are part of a multi-year replacement plan, one (1) will be assigned to the new T103 and one (1) to the Engine 104. The cost for the monitors and accessories is \$132,550.92 The AED will be assigned to the Fire Chiefs' vehicle to render immediate aid when needed. The cost is \$2,317.01 The EKG cardiac rhythm generator is a training aid to provide enhanced and meaningful advance cardiac training to the department's paramedics. The cost is \$714.42 The total price of \$120,582.35 includes \$15,000 credit for the trade-in of surplus equipment.	
Additional Analysis	
Fiscal Impact Summary	

The fiscal impact of \$120,582.35 is included in the current year approved budget.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Sole Source Letter	Sole Source Letter.pdf	
2.	Equipment Quote	Equipment Quote.pdf	
3.	Fire Department - Surplus Property	Fire Department Surplus.pdf	

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000

TOLL-FREE
800 442 1142

www.physio-control.com

September 2015

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in **all** markets for the following products & services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To Marty Johnson
CLERMONT FD
439 W HWY 50
CLERMONT, FL 34711
3522438540
jmjohnson@clermontfl.org

Quote Number 00012762
Revision # 1
Created Date 10/7/2015
Sales Consultant Susan Cote
FOB Destination
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Contract NASPO #SW300

Expiration Date 1/4/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	4.00	34,960.00	-5,810.23	29,149.77	116,599.08
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	3.00	0.00	0.00	-5,000.00	-15,000.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	16.00	453.60	-94.94	358.66	5,738.56
11577-000004	Station Battery Charger - For the LP15	4.00	1,799.70	-384.70	1,415.00	5,660.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	4.00	54.60	-11.02	43.58	174.32
11260-000039	LIFEPAK 15 Carry case back pouch	4.00	79.20	-18.00	61.20	244.80
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	4.00	309.20	-72.90	236.30	945.20
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	4.00	301.00	-45.21	255.79	1,023.16
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	4.00	637.00	-95.55	541.45	2,165.80
11996-000311	QUIK-COMBO 12-lead Patient Simulator	1.00	885.40	-170.98	714.42	714.42
99425-000025	LIFEPAK 1000 (Kit #5) ECG Display, Standard Setup w/carry case, battery & electrodes Included at No Charge: 41425-000034-ShipKit 11425-000007-Carrying Case 11425-000012-Strap for Carrying Case 11141-000156-Battery 11996-000017-QUIK-COMBO REDI-PAK electrodes (2 pair per unit) 11111-000016-3 Wire Monitoring Cable 11425-000001-Accessory Pouch 11100-000001-LIFEPATCH ECG ELECTRODES (3 per package) 26500-003457-Operating Instructions	1.00	3,355.00	-1,037.99	2,317.01	2,317.01

Subtotal USD 120,582.35

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 0.00

Grand Total USD 120,582.35

Pricing Summary Totals

List Price Total USD 164,060.80

Total Contract Discounts Amount USD -28,478.45

Total Discount USD 0.00

Trade In Discounts USD -15,000.00

Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 120,582.35

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

SC/14413001/73102

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or

<http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Quote Number: 00012762

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

PROPERTY DISPOSAL FORM

Department: FIRE Asset Tag#: Case replaced; tag not reusable
Contact Person: J. M. Johnson Phone: 352 394 7662
Year / Make / Model: 2002 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 36588040
Description of Property Physio-Control: Life Pak 12 EKG Monitor/Defib/12 lead/NIBP/SPO2/CO2

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: 10-15-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: FIRE Asset Tag#: Case replaced; tag not reusable
Contact Person: J. M. Johnson Phone: 352 394 7662
Year / Make / Model: 2001 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 9039896
Description of Property Physio-Control: Life Pak 12 EKG Monitor/Defib/12 lead/NIBP/SPO2/CO2

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: 10-15-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____
Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: FIRE Asset Tag#: Case replaced; tag not reusable
Contact Person: J. M. Johnson Phone: 352 394 7662
Year / Make / Model: 2002 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 14127643
Description of Property Physio-Control: Life Pak 12 EKG Monitor/Defib/12 lead/NIBP/SPO2/CO2

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☒ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: Carol E. Butcher Date: 10-15-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Single Source Purchase Approval		
Requested Action		
Motion to approve single source determination from CUES, Inc. to purchase one camera truck for Environmental Services Department in the total amount of \$230,200.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. This single source request is for the purchase of a Cues Camera truck and associated software (see attached sole source justification and equipment quote). The acquisition of this truck will lower costs and further increase the level of service presently offered to our citizens. Over the past four years, we have spent \$650,000 for the cleaning and TV camera inspection of the city sewer system. These costs were primarily attributed to contracting the efforts in an attempt to properly assess the condition of the sewer system. Inspections are performed on a five (5) year cycle (1/5 of the system per year for 5 years) which is the industry standard for TV camera inspections to the entire sewer system. With the economic upturn and our expanding boundaries, it is increasingly difficult to schedule timely cleaning projects to maintain this standard. We are also finding it difficult to maintain our favorable negotiated rates. Without this purchase we would be forced to request an increase in budget to maintain the level of service. Based on the past budgeted amounts and the cost of the camera truck, we would have a return on investment in approximately 2 ½ years, this includes staffing. With the proposed camera truck, the Environmental Services Department will be able to schedule the cleanings throughout the year, maintain our present schedule, and have the flexibility to respond to all emergencies, thus increasing the level of service presently offered to our citizens.		
Additional Analysis		
Fiscal Impact Summary		
The current year budget includes \$225,000 for this purchase. There are sufficient funds in the Sewer Fund to cover the excess.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$230,200.00	42535-66400	\$225,000.00
Exhibits Attached (copies of original agreements)		
1. Sole Source and Quote Information Sole Source and Quote Information.pdf		



Sole Source Justification

Jerrone McLaren
Clermont, City of
3335 Hancock Road
Clermont, FL 34711
352-241-0178
jmlclaren@clermontfl.org

Mr. McLaren

I wanted to provide you with some information on why Cues, Inc. is the only manufacturer that can provide hardware, software, and service for your existing TV equipment.

Let's start with the question... *Why Cues?*

- ✓ Cues, Inc. is the leading manufacturer of CCTV video equipment in the world and has been in business for 50 years.
- ✓ Our Corporate Headquarters are located in Orlando, FL, which is less than a 30 minute drive from the City of Clermont.
- ✓ The Cues Factory, Customer Support Center, and Stock Room are all centrally located in Orlando, FL.
- ✓ We carry over \$25 million in Parts and Loaner Inventory with over 98% of them shipping the same day.
- ✓ Loaner Equipment is Available for the Lifetime that you own Cues Products...meaning limited downtime.
- ✓ The **only** manufacturer who has its own Software Support Staff and solely manufactures the Granite XP Software.
- ✓ No 3rd Parties. We provide direct factory sales, service, and support for the lifetime of the product.

You already own Cues TV Inspection Equipment and we are the only manufacturer that is directly compatible with your existing transporters and cameras. Other manufacture's may claim to be able to work with our existing equipment but they generally do not express the level of modification they will be performing on your existing equipment which will also void any Cues warranty.

We are sole manufacturer and supplier of OEM (Original Equipment Manufacturer) products/parts for your existing TV Equipment.

Sincerely,

Chris Parker
Regional Sales Manager – Florida
CUES, Inc.
Cell: 407.446.7445 | Office: 800.327.7791 x330
cparker@cuesinc.com

"The Standard of the Industry"



100% Full Circle Compatibility Note

CUES current cameras, lightheads, Power Control Units, Footage Systems are 100% compatible with your existing CUES TV equipment. This full circle compatibility allows older equipment to operate on newer TV systems and newer equipment to operate on older systems.

Justification

- CUES, Inc. is the sole manufacturer and supplier of OEM (***Original Equipment Manufacturer***) products/parts for your existing CUES TV equipment.
 - The proposed purchase of a new ***CCTV Inspection Vehicle*** is **100% compatible** with your existing CUES TV equipment.
 - CUES, Inc. is the sole manufacture of the ProData, Summit System and Granite XP video/footage capture system. CUES, Inc. has the only in-house software support team. Other products in the market are 3rd party add-on programs and offer no in house support.
 - The CUES DUC, OZII and OZIII Pan/Tilt Cameras, Ultra Shorty Tractor, Pipe Ranger are solely manufactured by CUES in Orlando, Florida.
 - The CUES Mini Push 2020 and MP+ Lateral Inspection units are solely manufactured by CUES in Orlando, Florida. The MiniPush translator adapter allows full interconnect to your TV unit's existing VCR, Monitor and data system.
 - CUES, Inc. maintains over \$20 million dollars in parts and supplies that eliminates the need for you to have an extensive part inventory.
 - The manufacturing center, customer support center and stockroom are located in Orlando, Florida.
-

Other manufactures may claim to have components i.e. cameras, etc. that can be modified to operate on your existing CUES system, however this may require special one of a kind cables or modifications to the internal electronics of your camera, Power Control Unit, etc. Any modification to the system's electronics voids the manufactures warranty and the life-time loaner policy.

SALESPERSON	PAYMENT TERMS	DELIVERY TERMS	EXPIRATION DATE
Chris Parker	30 DAYS NET	90 – 150 DAYS ARO	120 DAYS FROM 10/7/2015
TRUCK EQUIPMENT BREAKDOWN			
CHASSIS TYPE			
- FORD E450 GAS CHASSIS			
BOX TYPE & SIZE			
- 16 FOOT BOX WITH WALKTHROUGH			
POWER			
- ONAN GAS GENERATOR WITH SLIDES			
CONTROL ROOM INTERIOR & OPTIONS			
- EVO3.0 INTERIOR GROUP			
- ROOF TOP AC			
- CURBSIDE DOOR WITH FOLD DOWN STEPS			
- CLOSET			
- BENCH SEAT			
EQUIPMENT ROOM INTERIOR & OPTIONS			
- EVO3.0 INTERIOR GROUP			
- 20 GALLON WASHDOWN SYSTEM			
COMPUTER & SOFTWARE			
- RACK MOUNT COMPUTER WITH GRANITENET INSPECTION LICENSE			
- GRANITENET OFFICE LICENSE			
TV REEL(S)			
- 1,000 FEET MULTICONDUCTOR CABLE WITH AUTO PAYOUT SYSTEM			
TRANSPORTER(S)			
- COMPACT PIPE RANGER WITH ABILITY TO INSPECT 6" – 30" PIPE SIZES			
CAMERA(S)			
- OZIII MAINLINE CAMERA			
- REAR VIEW CAMERA FOR CPR TRANSPORTER			
SAFETY, SECURITY, & STORAGE OPTIONS			
- FRAME MOUNTED CONE HOLDER			
- HIDE-A-WAY STROBE KIT			
- LED TRAFFIC DIRECTORS, FRONT & REAR			
- SAFETY ENTRY/EXIT BUMPER			
- 2 DRAWER KICKPLATE STORAGE DRAWERS			
- 5 DRAWER TOOL CHEST			
- BACK-UP CAMERA FOR CHASSIS			
MISC. ITEMS			
- 3 DAYS ON-SITE FIELD TRAINING			
- CUSTOMER PICK-UP OF COMPLETED UNIT			
GRAND TOTAL			\$230,200.00¹
ADD LAMP2 LATERAL INSPECTION SYSTEM WITH REQUIRED SOFTWARE & TRAINING			ADD \$107,550.00

¹ This is a quotation on the components listed. The delivery terms stated are based on our current production schedule as of the quote date. An updated delivery term is available upon request. Brochures and/or photos are used for illustration purposes only. Pricing does not include any applicable taxes.

Specifications For: Clermont, FL

Clermont, FL-E450 CCTV 10-6-15

- 1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS**
 - 1 6.8L SOHC EFI Triton V10 Engine
 - 1 5-Speed Automatic Transmission with OD including:
 - 1 Auxiliary Cooler
 - 1 Tow / Haul Mode
 - 1 4.56 Axle Ratio
 - 1 14,500 lb. GVWR
 - 1 176" Wheel Base
 - 1 Standard Driver / Passenger Seat with Seat Belts and Sun Visors
 - 1 12-Volt Light in Cab Area
 - 1 Cab Air Conditioner
 - 1 AM / FM Radio
- 1 16' CARGO BOX WITH WALKTHRU**
 - 1 AeroCap with Walk Thru
 - 1 2" X 6" Dense Pine Flooring
 - 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
 - 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
 - 2 Laminated Steel Lock
 - 1 Kemlite Covering on Inside Rear Doors
 - 1 Back Up Alarm
- 1 FRAME MOUNT SAFETY CONE HOLDER**
- 1 HIDE-A-WAY STROBE KIT WITH POWER SUPPLY**
- 2 LED TRAFFIC DIRECTOR WITH 30FT CABLE**
- 1 SAFE ENTRY/EXIT BUMPER**
 - 1 Three (3) Steps Evenly Spaced
 - 1 Bottom Step Folds Up for Ground Clearance
 - 1 Safety Grab Handle
- 1 TRANSPORTER/CAMERA LOCKABLE STORAGE COMPARTMENT WITH NOTCH IN REAR DOOR THRESHOLD OF BODY FOR TV CABLE TO PASS THROUGH TO TRANSPORTER STORAGE DRAWER**
 - 1 Lockable Storage Compartment for Camera and Transporter
 - 1 Sliding Drawer
 - 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer
- 1 KICKPLATE 2 DRAWER ALUMINUM STORAGE**
- 1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVO 3.0 TO INCLUDE:**
 - 2 Amber LED Strobe Warning Beacons
 - 2 Adjustable LED Floodlights Rear of Vehicle Area IlluminationControl Room Interior:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 2 Electrical Outlet with Dual Receptacles
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 CARBON MONOXIDE DETECTOR MOUNTED IN INTERIOR OF UNIT**
- 1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP**
- 1 CURBSIDE DOOR WITH FOLD-DOWN STEPS FOR EVO 3.0**
- 1 STORAGE CABINET UNDER CONTROL ROOM DESKTOP**
- 1 CLOSET IN CONTROL ROOM**
- 1 BENCH SEAT IN CONTROL ROOM**
- 1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVO 3.0 TO INCLUDE:**
 - 1 Lonseal Lonplate Flooring
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Electrical Outlet with Dual Receptacles
 - 1 12V High Intensity LED Light Fixture
 - 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights
- 1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:**
 - 1 20-Gallon Fresh Water Tank
 - 1 Electric Water Pump
 - 1 Retractable Hose Reel with 25' Water Hose and Nozzle
- 1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM**
 - 1 Lower Storage Cabinet / Work Top with Sink and Faucet
 - 1 Upper Wall Mounted Storage Cabinet
- 1 ADDITIONAL LIGHT AND OUTLET**
 - 1 Fluorescent Light and Fixture Mounted Above Work Top
 - 1 Dual Receptacle Outlet Above Work Top
- 1 5 DRAWER TOOL CHEST - BLACKHAWK**
- 1 BACK-UP CAMERA SYSTEM [CHASSIS]**
- 1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL**
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Electrical Outlet

1 5500 WATT GAS ONAN GENERATOR

- 1 120 Volt 60 HZ 5500 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
 - 1 Gasoline Powered
 - 1 Electric Start
 - 1 Air Cooled
 - 1 Generator Remote Start/Stop Cable assembly

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]

- 1 Generator Storage Compartment with Lockable External Access Door
- 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:

- 1 Four Function AC Power Meter displaying Critical Power Information including:
 - 1 Voltage
 - 1 Hertz
 - 1 Amperage
 - 1 Active Power (Watts)
- 1 Front panel Selector Switch for two modes of operation:
 - 1 Fixed reading
 - 1 Continuous Auto-cycling
- 1 Generator Battery Meter to Display Starting and Charging Voltage
- 1 Generator Hour Meter
- 1 Generator Remote Start/Stop Control Switch
- 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 P&T ZOOM III M/C CAMERA

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard, 4x Light Integration
- 1 Camera Lighting System for 6" through 72" lines
- 1 Camera Transportation and Storage Case

1 BRASS COMP STEERABLE CAM TRANS, WHEELED

- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
- 1 Tip Up Rear 12-Pin Connector

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 ELECTRIC CAMERA LIFT FOR COMPACT TRANSPORTER

1 REAR-VIEW CAMERA FOR STEERABLE TRANSPORTER

- 1 Color NTSC Camera
- 1 Lighting with (12) Solid State White LEDs

- 1 QUICK CABLE LOCK PIGTAIL COUPLER KIT
- 1 6" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER
- 1 8" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER
- 1 10-15" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER
- 1 KIT,TIRE,PNEUMATIC,12" - 15" PIPE, COMPACT TRANSPORTER
- 1 1000' CABLE ASSEMBLY, M/C 12PIN METAL
 - 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief
- 1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT
 - 1 Black Thermoplastic Powder Coated Frame
 - 1 Power Levelwind & Multi Ratio Manual Transmission
 - 1 Automatic Cable Payout System
 - 1 Footage Meter with Local Counter and Remote Counter
 - 1 Transmission Control at Viewing Station
 - 1 Local Reel Mount Electrical and Mechanical Control
 - 1 Sealed Continuous Contact Collector Assembly
 - 1 Removable Drip Pan for Cleaning
- 2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS
- 1 PCU ASSEMBLY [RACK MOUNT]
- 1 CCU ASSEMBLY [RACK MOUNT]
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard for Data Entry
 - 1 On Screen Footage Display
 - 1 WRC and PACP Codes
- 1 TEST CABLE
- 1 WIRED USB CONTROLLER
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRELESS CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 8.7" MINI KEYBOARD

1 [RACK MOUNT] COMPUTER W/GraniteNet PREMIUM TO INCLUDE (MINIMUM):

- 1 Motherboard with LGA 1150 Socket and Intel Z87 Chipset
- 1 Intel Core i7-4770K Haswell 3.5 GHz Quad-Core Processor
- 1 8GB of DDR3 (Double Data Rate) 1600 RAM
- 1 USB Video Capture Device for MPEG 1 / 2 / 4 / WMV
- 1 Video Display Adapter, 1GB
- 2 LAN, On Board Network Connections, 10 / 100 / 1000 Mbps
- 6 USB 2.0 Ports (4 on Rear, 2 on Front)
- 6 USB 3.0 Ports (6 on Rear)
- 2 RS232 Serial Comm Ports
- 1 Bluetooth v4.0 / v3.0 + HS
- 1 WiFi IEEE 802.11 a/b/g/n
- 8 On Board Audio Ports
- 1 DVD + / - RW DVD Burner 20x / CD - RW 40x Internal Optical Drive
- 1 1 TB (7,200 RPM) SATA Hard Drive
- 1 120 GB Solid State Drive, SATA3
- 1 400 Watt 1UATX Power Supply
- 1 1GB 64-bit DDR3 PCI Express Video Card
- 1 Industrial Hardened Case Slim 2U Design for 19" Rack
- 1 Windows 7 Professional 64-bit Operating System
- 1 GraniteNet Premium Software
- 1 User Guide
- 1 System Recovery Disk

1 WIRELESS KEYBOARD AND MOUSE SET

1 HP OFFICEJET COLOR PRINTER

1 GraniteNet PREMIUM SOFTWARE SUPPORT PLAN

1 GraniteNet OFFICE KIT

1 GraniteNet OFFICE SUPPORT PLAN

1 CONSULTING FOR Granite XP-TO-GraniteNet CONVERSION

1 UPS TO INCLUDE THE FOLLOWING:

- 1 Input 120-Volt / Output 120-Volt
- 1 Cord Management Straps

1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY

1 MANHOLE ADAPTER CLAW HOOK

6 RETRIEVAL/DOWNHOLE POLE ASSEMBLY

1 INVERT ROLLER ASSEMBLY

1 RETRIEVAL HOOK

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Industrial Pliers
- 1 5/32 T-Handle Hex Wrench
- 1 Multi Conductor TV Only Operation Manual
- 1 Parts Catalog
- 1 Cable Repair Kit DVD
- 1 TV Only Training DVD

1 TRAINING, ON-SITE (THREE DAYS)

1 CUSTOMER PICK-UP OF COMPLETED UNIT IN ORLANDO, FL USA

OPTIONAL ITEMS

[NOT INCLUDED IN BASE QUOTE]

1 OPTIONAL LATERAL MODULE SOFTWARE (Optional)

1 OPTIONAL SELF PROPELLED LATERAL INSPECTION / EVALUATION SYSTEM, WHEELED, FOR 6" - 30" MAINLINE AND 3" - 8" LATERAL INSPECTION, WITH LATERAL PAN & TILT CAMERA AND PAN AND TILT / ZOOM MAINLINE CAMERA, AND WIRELESS CONTROL TO

INCLUDE: (Optional)

- 1 Mainline Pan, Tilt, and Zoom Camera to Include:
 - 1 Mainline Solid State Color Sewer TV Camera with:
 - 1 Pan, Tilt & Rotate Camera Head
 - 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom, NTSC Color Standard
 - 360 Degree Range of Rotation, 270 Pan Viewing Angle, Panning 360 Degrees
 - 1 Auto Iris, Auto Focus, Manual Override of Focus and Iris
 - 1 Camera will also be Used for:
 - 1 Monitoring Lateral Pan & Tilt Camera During Extend / Retract Operation
 - 1 Light Assembly, Pan & Tilt Zoom Camera, 6" - 72" lines
 - 1 White LED Field Replaceable Lamps
 - 1 Automatic Centering
- 1 Lateral Pan & Tilt Camera to Include:

- 1 Solid State Color Sewer TV Camera with:
 - 1 Continuous 360 Degrees Rotation, 360 Degrees Pan, and 270 Degrees Tilt
- 1 Sonde, Built in, for Locating Purposes with:
 - 1 Switchable Frequencies, Choice of 8kHz and 512 Hz
- 1 Purge and Pressurization Valve, for Lateral Pan & Tilt Camera
- 1 Dual Wiper System Built Into Lateral Pan & Tilt Camera
- 1 Built in Directional White LED Lighting for Lateral Pan Tilt Camera for:
 - 1 3" - 15" Line Illumination
- 1 Powered Built in Self Leveling Feature, Manual Focus, and Auto Exposure
- 3 Guide Probes of varying lengths for Lateral Pan & Tilt Camera
- 1 Lateral Launcher, for Lateral Pan and Tilt Camera to include:
 - 1 Self Propelled Launcher Robot with Freewheel, Forward, and Power Reverse
 - 1 Camera Head Mounting Assembly with Rotation Positioning, Articulating Hinge
 - 1 Push Cable Drive Assembly - Two-Speed Extend / Retract Camera Positioning
 - 1 120' Fiberglass Push Cable Assembly
 - 1 Rear tip-up connector
 - 1 Interconnect Cable for Launcher to Push Cable
 - 1 Interconnect Cable for Control System to Power Control Unit
 - 1 Single-point quick wheel removal system
 - 1 6 each 3.5" diameter tires for 6" pipe
 - 1 6 each 4.375" diameter tires for 8" pipe
 - 1 6 each 5" diameter tires for 10"-15" pipe
 - 1 Pneumatic Tire Kit for 12" - 15" pipe
 - 1 Rear Housing Assembly to Add Optional Rear View Color Camera
- 1 Lateral Reel / Control Assembly / Wireless Controller
 - 1 Electric Reel with Automatic Levelwind, Slipping and Clutch for:
 - 1 Powered Retrieve of Push Cable
 - 1 Control System to Include Launcher / Self Propelled Robot Control with:
 - 1 Extend / Retract, Left / Right Rotation, Camera Selection
 - 1 Picture In Picture Selection / Cable Drive Speed
 - 1 1000 ft. Video Cable, 8 Conductor with Cable End Termination
 - 1 Controller with Forward, Freewheel, and Power Reverse / Variable Speed Control:
 - 1 Self-Propelled Launcher Robot
- 1 All Launcher, Camera, and Reel Functions Shall be Controlled by the Wireless Hand Held Summit System Controller
- 1 Rear- View Camera
 - 1 Color NTSC Camera
 - 1 Lighting with (12) Solid State White LEDs
 - 1 Quick Cable Lock Pigtail Coupler Kit
- 1 **TRAINING, ON-SITE (TWO DAYS) (Optional)**

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Contractor Name Change		
Requested Action		
Motion to approve contractor name change from Amec Environmental & Infrastructure, Inc. to Amec Foster Wheeler Environment & Infrastructure, Inc.		
Staff Report		
The Purchasing Department recommends approval of the above action. It is recommended that the Council approve consent of assignment to agreement with Amec Foster Wheeler Environment & Infrastructure, Inc. (hereinafter referred to as "AMEC"). The company Amec Environmental & Infrastructure, Inc., contractor under on-call professional engineering services merged into AMEC. The company providing current services is now under the name of AMEC and acquired Amec Environmental & Infrastructure, Inc. contractual responsibilities. AMEC is bound to and agrees to the price, terms and conditions set forth in the original agreement. The current agreement expires December 8, 2017 with an optional three one-year renewal periods.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Consent to Assignment	Consent To Assignment.pdf	

CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES CONTRACT

This Assignment agreement is entered into this ____ day of _____, 2015, by and between the City of Clermont a Florida municipal corporation and Amec Foster Wheeler Environment & Infrastructure, Inc., a Florida Corporation, whose address is 1105 Lakewood Parkway, Suite 300, Alpharetta, GA.

WHEREAS, on December 9, 2014 the City of Clermont (the "City") entered into a written contract for on-call professional engineering services (No. 2014-103) with Amec Environment & Infrastructure, Inc. (the "Contract"); and

WHEREAS, the City desires to maintain its professional relationship with Thomas J. Logan the President of Amec Environment & Infrastructure, Inc. which has now merged into Amec Foster Wheeler Environment & Infrastructure, Inc., and wishes to consent to the assignment of the Contract;

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The City hereby approves of and expressly consents to the assignment of the Contract to Amec Foster Wheeler Environment & Infrastructure, Inc. and agrees to be bound to Amec Foster Wheeler Environment & Infrastructure, Inc. pursuant to the terms and conditions of the Contract.
3. Amec Foster Wheeler Environment & Infrastructure, Inc. does hereby acknowledge and agree that it shall comply with all terms and conditions set forth in the Contract and that said terms and conditions are incorporated herein as if restated in their entirety.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this ____ day of _____, 2015.

THE CITY OF CLERMONT

Attest:

Tracy Ackroyd, City Clerk

By: _____

Gail L. Ash, Mayor

AMEC FOSTER WHEELER
ENVIRONMENT & INFRASTRUCTURE, INC.

Attest:

By:
Asst. Corporate Secretary

By:
Authorized Signer





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Move to approve the Utility Service Agreement for Water service to a single family home owned by Bebe R. Yasin at 15520 Laguna Rd.		
Staff Report		
This request is for water service to an existing single family home at 15520 Laguna Rd. owned by Bebe R. Yasin. The home east of the Magnolia Park subdivision which is in the City limits, and has unincorporated Lake County land to the north, east and south. The 4.66 acres is located within the City and Lake County Interlocal Service Boundary Agreement (ISBA) area and the Joint Planning Area (JPA). Owner & Applicant: Bebe R. Yasin Project: Single family home Size: 4.66 acres Location: 15520 Laguna Road Lake County Future Land Use: Rural Lake County Zoning: Agriculture Status of Project: The property has proper land use and zoning with Lake County Projected Sewer Use: 500 gpd The site is in conformance with the City's code. If the request is approved, the agreement will still be conditioned upon deferral of annexation to occur when legally appropriate. The project will therefore be developed pursuant to the attached Utility Services Agreement for Water.		
Additional Analysis		
Fiscal Impact Summary		
Not at this time		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

- | | | |
|----|---|---|
| 1. | Utility Service Agreement for Water - Yasin, 15520 Laguna Rd. | Yasin 15520 Laguna Rd - USA for Water Agreement.pdf |
| 2. | Utility Service Agreement - Application at 15520 Laguna Rd.-Yasin | USA~Yasin 15520 Laguna app.pdf |

UTILITY SERVICE AGREEMENT For WATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Bebe R.Yasin, 15520 Laguna Rd., Owner, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a single family residential home which is located on 4.66 acres at 15520 Laguna Road on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the incorporated area of Lake County and the OWNER is requesting water service from the CITY; and

Whereas, as a condition of CITY providing said water service to the Property, OWNER is to extend water lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the site; and

Whereas, the CITY may, at the sole option of the CITY, elect to oversize the water lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if the CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances from the water meter to serve the project.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements if required to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.14 The OWNER shall install and maintain the appropriate backflow device as indicated in the manual of cross-connection control.

Section 2. DEVELOPMENT STANDARDS

Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, at its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A" and shall be accompanied, at OWNER's expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Bebe R. Yasin
3 Commons Lane, Apt. 18
Poughkeepsie, NY 12601-7609

Site: 15520 Laguna Rd.
Clermont, FL 34711

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates listed below. CITY through its City Manager, authorized to execute same by City Council action.

DATED this 27th day of October, 2015.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

OWNER:

Bebe R. Yasin

Signature

Print Name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

EXHIBIT "A"
PROPERTY DESCRIPTION

Owner:

Bebe R. Yasin
3 Commons Lane, Apt. 18
Poughkeepsie, NY 12601-7609

Site: 15520 Laguna Rd.
Clermont, FL 34711

Description:

W 1/2 OF NW 1/4 OF SW 1/4 OF NE 1/4--LESS N & W 15 FT FOR RD R/W
ORB 3947 PG 2485

Containing 4.66 acres more or less.

Lake County Alternate Key Numbers:

1109086

Bebe R. Yasin
15520 Laguna Rd.

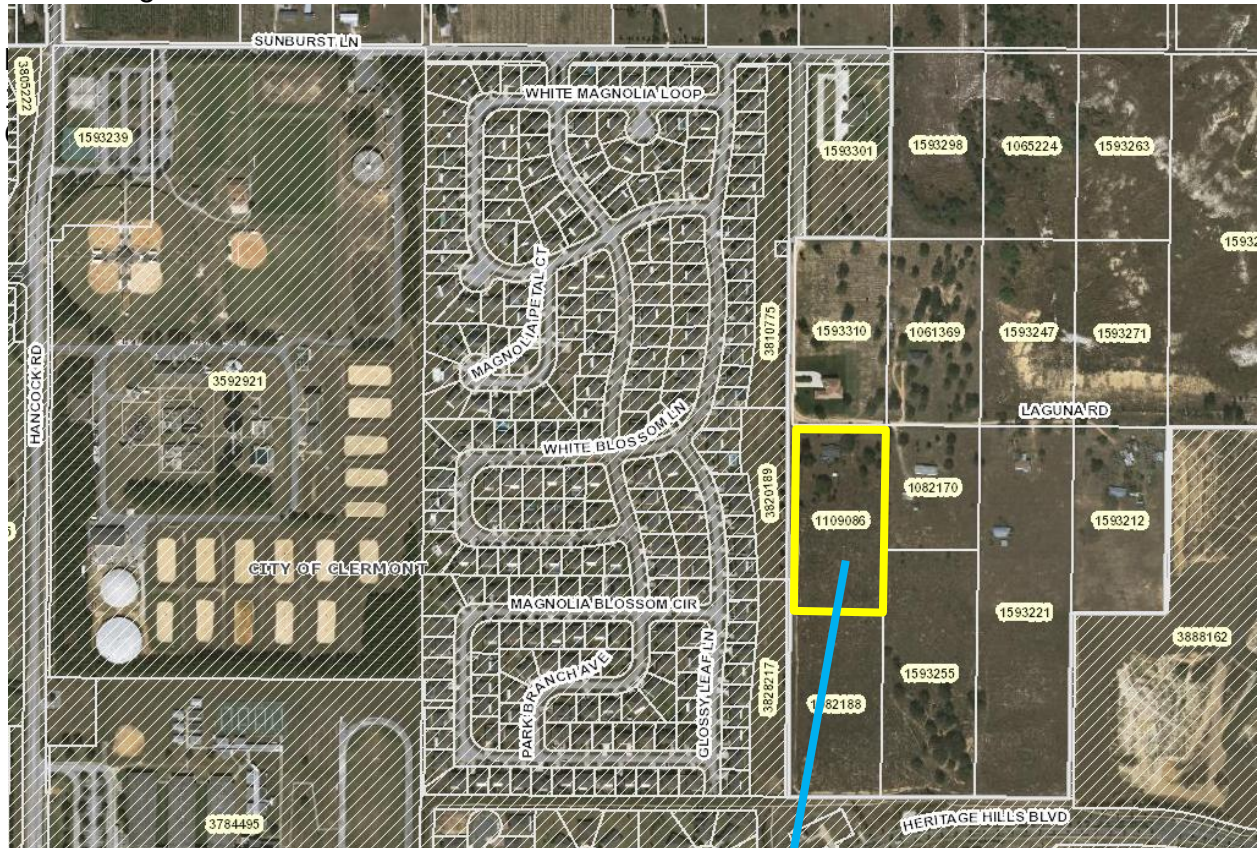


EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **27th day of October, 2015**, between Bebe R. Yasin, property owner in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Bebe R. Yasin

Witnesses

By: _____
Signature

1. _____
Signature

Type or print name

Type or print name

2. _____
Signature

Type or print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public _____

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT APPLICATION

For Utilities Outside of Municipal Boundaries &
Determination of Capacity

APPLICANT: Bebe R. Yasin Date: 10/10/15

CONTACT PERSON: Bebe R Yasin / Bibi Yasin
Address: 3 Commons Ln Apt 18
City: Poughkeepsie State: NY Zip: 12601
Phone: (845) 455-2162 Fax: (845) 380-4875
E-Mail: roza.yasin@gmail.com

OWNER: B. Yasin
Address: 3 Commons Ln Apt 18
City: Poughkeepsie State: NY Zip: 12601
Phone: (845) 455-2162 Fax: _____
E-Mail: roza.yasin@gmail.com

PARTY RESPONSIBLE FOR AGREEMENT: Bebe R. Yasin

Address of the subject property: 15520 Laguna Rd, Clermont
Florida, 34711

General Location of the Property: _____
(Include Location Map)

Area of the property: 5 acres

Zoning: A, Agriculture County Future Land Use Rural
Attach development orders, ordinances and staff reports by Lake County and the Florida
Dept. of Economic Opportunity (DEO).

Estimated Water Consumption is 500 Gallons per day.
(excluding irrigation)

Estimated Sewer Consumption is _____ Gallons per day.
Detailed description of project: (or attach)

Estimated Re-Use (Gray Water) Water Consumption is _____ Gallons per day.

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials required for processing.
- ☒ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept. Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser - record card
- ☒ Location map
- ☒ Any applications currently on file with Lake County
- ☒ Any Lake County staff reports
- ☒ DEO or ECFRPC correspondence
- ☒ Any information needed for determination of the utility services requested

BEBE R. YASIN
Applicant Name (print)

X Bebe R. Yasin
Applicant Name (signature)

BEBE R. YASIN
Owner Name (print)

X Bebe R. Yasin
Owner Name (signature)

**Prior to submitting an application, a meeting with the City of Clermont is required.
To schedule a meeting with the City of Clermont please contact:**

James Hitt, Economic Development Director:

Phone: (352) 241-7305

Email: jhitt@clermontfl.org

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

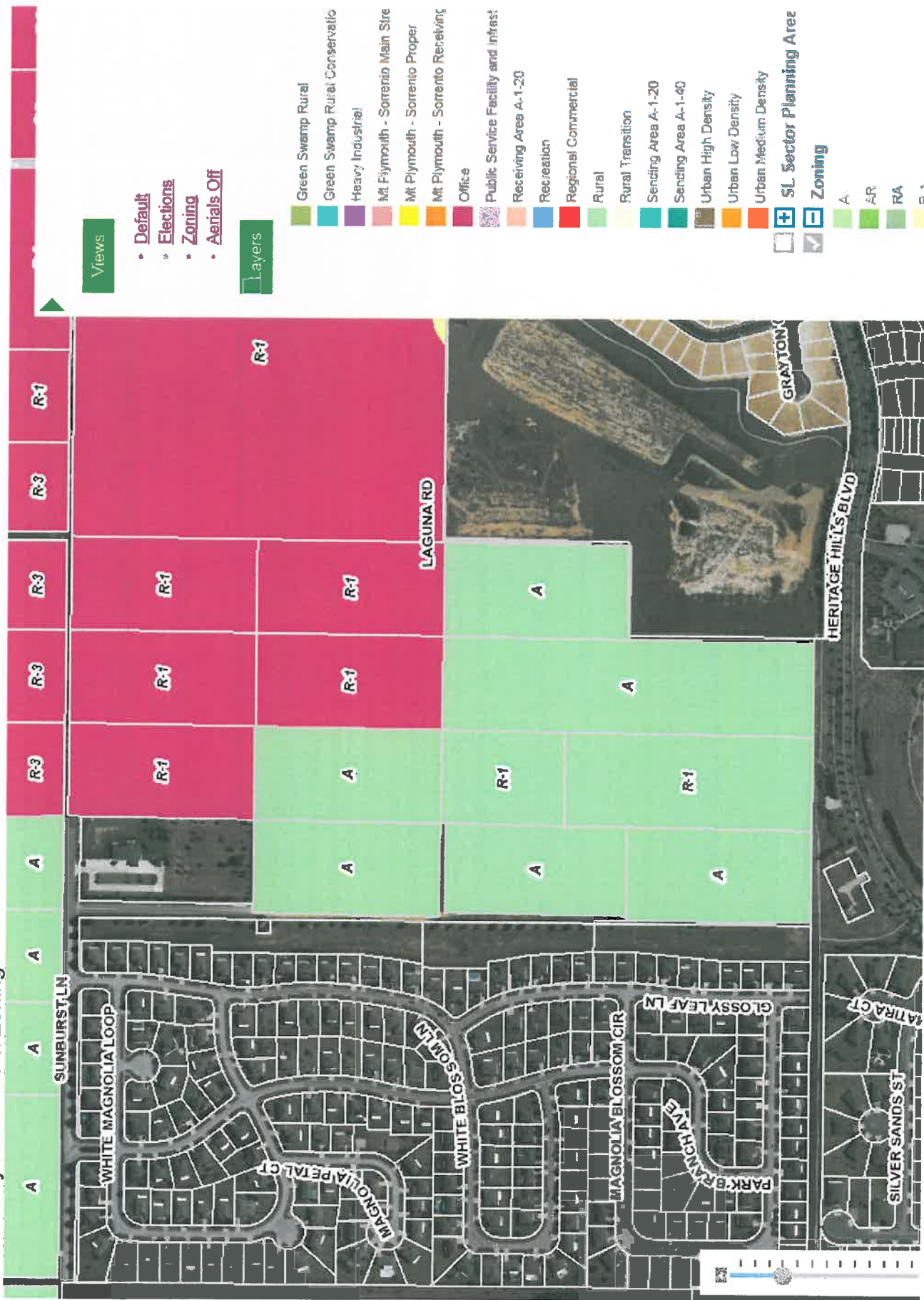
City of Clermont
Economic Development Department
685 W. Montrose St.
Clermont, FL 34711
(352) 241-7305

Bebe Yasin
15520 Laguna Rd.

Utility Service Agreement for Water



15520 Laguna Rd. Lake County Land Use & Zoning





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Resolution No. 2015-39		
Requested Action		
Motion to Approve Resolution No. 2015-39 - Additional Deferred Compensation (457b) Option.		
Staff Report		
A 457b plan allows employees to contribute to a retirement plan on a pre-tax basis and defer income taxation on their retirement savings into future years. Contributing to a 457b is completely voluntary and paid for by the employee. The City of Clermont currently has a 457b plan established with ICMA-RC. Staff recommends approval of implementing a secondary option of a 457b plan administered by the Florida League of Cities, which will provide employees with more options on saving for retirement.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution No. 2015-39	2015 - 10 27 - 457 League - Attachment 3 - 457 Resolution.doc
2.	Trust Joinder Agreement	2015 - 10 27 - 457 League - Attachment 1 - Trust Joinder Agreement.doc
3.	Adoption Agreement	2015 - 10 27 - 457 League - Attachment 2 - 457 Adoption Agreement.doc
4.	457b Plan Document	2015 - 10 27 - 457 League - Attachment 4 -Plan Doc.pdf

CITY OF CLERMONT
RESOLUTION NO. 2015-39

A RESOLUTION OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ESTABLISHING A DEFERRED COMPENSATION PLAN; PROVIDING FOR EXECUTION OF TRUST JOINDER AGREEMENT; PROVIDING FOR ADOPTION OF A DEFERRED COMPENSATION PLAN; PROVIDING FOR ACKNOWLEDGEMENT OF MASTER TRUSTEES; PROVIDING FOR EXECUTION OF AN ADOPTION AGREEMENT; PROVIDING FOR ABIDING BY TERMS AND ACCEPTANCE OF SERVICES; PROVIDING FOR TERMINATION OF PARTICIPATION; PROVIDING FOR ACKNOWLEDGEMENT REGARDING ASSETS; PROVIDING FOR APPROVAL BY MASTER TRUSTEES; PROVIDING FOR FULL FORCE AND EFFECTIVENESS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont, (hereinafter referred to as the “Participating Employer”) has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a Deferred Compensation Plan;

WHEREAS, the Participating Employer has reviewed the Florida Municipal Pension Trust Fund (“FMPTF”) Deferred Compensation Plan (“457 Plan”);

WHEREAS, the Participating Employer wishes to participate in the 457 Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the 457 Plan Document;

WHEREAS, the Participating Employer shall execute a Trust Joinder Agreement to become a party to the FMPTF Master Trust Agreement as a condition of participating in the 457 Plan;

WHEREAS, the Participating Employer shall execute an Adoption Agreement for the 457 Plan; and

WHEREAS, the City of Clermont is authorized by law to adopt this Resolution approving the Trust Joinder Agreement and the Adoption Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Florida, Lake County, Florida as follows:

CITY OF CLERMONT
RESOLUTION NO. 2015-39

Section 1

The Participating Employer authorizes the execution of the Trust Joinder Agreement for the Participating Employer to become a party to the FMPTF Master Trust Agreement. The FMPTF Master Trust Agreement, as may be amended by the Master Trustees of the FMPTF Defined Contribution and Deferred Compensation Plans ("Master Trustees"), shall be attached to and made a part of the Trust Joinder Agreement as Exhibit 2.

Section 2

The Participating Employer adopts the FMPTF Deferred Compensation Plan for its Employees. The 457 Plan; as may be amended by the Master Trustees, is attached hereto as Exhibit 1 and is made a part of this Resolution.

Section 3

The Participating Employer acknowledges that the Master Trustees are only responsible for the 457 Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 4

The Participating Employer hereby adopts the terms of the 457 Plan Adoption Agreement, which is attached hereto as Exhibit 3 and is made a part of this Resolution. The Adoption Agreements set forth the Employees to be covered by the Plans, the benefits to be provided by the Participating Employer under the Plans, and any conditions imposed by the Participating Employer with respect to; but not inconsistent with, the Plans. The Participating Employer reserves the right to amend its elections under the Adoption Agreements, so long as the amendment is not inconsistent with the Plans, the FMPTF Master Trust Agreement, the Internal Revenue Code, or other applicable law and is approved by the Master Trustees of the Plan.

Section 5

- (a) The Participating Employer shall abide by the terms of the Plans and the FMPTF Master Trust Agreement, including amendments to the Plans and the FMPTF Master Trust Agreement made by the Master Trustees, all investment, administrative, and other service agreements of the Plans and the FMPTF Master Trust Agreement, and all applicable provisions of the Internal Revenue Code or other applicable law.
- (b) The Participating Employer accepts the administrative services to be provided by Florida League of Cities, Inc. and any services provided by a service manager as delegated by the Master Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participating Employees' accounts.

CITY OF CLERMONT
RESOLUTION NO. 2015-39

Section 6

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
 - (i) A resolution must be adopted terminating its participation in the Plan.
 - (ii) The resolution must specify when the participation will end.

The Master Trustees shall determine whether the resolution complies with the Plans, the FMPTF Master Trust Agreement, and all applicable federal and state laws; shall determine an appropriate effective date; and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plans of existing accounts to Participating Employees will be made in accordance with the Plans.

- (b) The Participating Employer acknowledges that the Plans and the FMPTF Master Trust Agreement contain provisions for involuntary Plan termination.

Section 7

The Participating Employer acknowledges that all assets held in connection with the Plans, including all contributions to the Plans, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participating Employees and their Beneficiaries under the Plans. No part of the assets and income of the Plans shall be used for, or diverted to, purposes other than for the exclusive benefit of Participating Employees and their Beneficiaries and for defraying reasonable expenses of the Plans. All amounts of compensation deferred pursuant to the Plans, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plans, shall be transferred to the Master Trustees to be held, managed, invested and distributed as part of the Master Trust Fund in accordance with the provisions of the Plans and the FMPTF Master Trust Agreement. All contributions to the Plans must be transferred by the Participating Employer to the Master Trust Fund. All benefits under the Plans shall be distributed solely from the Master Trust Fund pursuant to the Plan.

Section 8

This Resolution, the Trust Joinder Agreements, and the Adoption Agreements shall be submitted to the Master Trustees for their approval. The Master Trustees shall determine whether the Resolution complies with the Plans and the FMPTF Master Trust Agreement, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plans. The Master Trustees may refuse to approve an Adoption Agreement by an Employer that does not have proper authority to participate in the Plans. The City of Clermont hereby acknowledges that it is responsible to assure that this Resolution, the Trust Joinder Agreements and the Adoption Agreements are adopted and executed in accordance with the requirements of applicable law.

CITY OF CLERMONT
RESOLUTION NO. 2015-39

Section 9

This Resolution shall remain in full force and effect until supplemented, amended, repealed or otherwise altered.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**TRUST JOINDER AGREEMENT
FOR DEFERRED COMPENSATION PLANS UNDER
FLORIDA MUNICIPAL PENSION TRUST FUND
MASTER TRUST AGREEMENT**

THIS TRUST JOINDER AGREEMENT, between the City of Clermont, (herein referred to as the “Participating Employer”) and the Master Trustees of the Florida Municipal Pension Trust Fund (herein referred to as the “Master Trustee”).

WITNESSETH:

WHEREAS, the Participating Employer desires to provide a deferred compensation plan for the sole and exclusive benefit of its Participating Employees and their Beneficiaries, and for such purposes adopted Resolution No. _____ on the _____ day of _____, 2015 providing for the establishment of a deferred compensation plan;

WHEREAS, said Resolution authorizes participation in the Florida Municipal Pension Trust Fund (“FMPTF”) and further authorizes the execution of this Trust Joinder Agreement to become a party to the FMPTF Master Trust Agreement; and

WHEREAS, the Participating Employer desires to submit this Trust Joinder Agreement to the Master Trustee to become a party to the FMPTF Master Trust Agreement;

THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Both parties to this Trust Joinder Agreement agree that the City of Clermont is a Participating Employer as provided in the Florida Municipal Pension Trust Fund Master Trust Agreement (“Master Trust Agreement”).
2. As provided in the plan provisions selected by the Participating Employer, the Participating Employer shall make timely contributions or shall timely forward contributions made by Participating Employees for the deferred compensation plan.
3. As provided in the plan provisions selected by the Participating Employer, the Participating Employer shall timely remit or timely approve the remittance of administrative fees as may be due under the deferred compensation plan.
4. The Participating Employer agrees to provide all initial and update all relevant Participating Employee information required under the deferred compensation plan to the Administrator designated by the Master Trustee. The Participating Employer shall certify said information to be correct to the best of its knowledge and the Master Trustee and the Administrator shall have the right to rely on the accuracy of said information in performing contractual responsibilities.

5. The Participating Employer has the responsibility to provide the Administrator designated by the Master Trustee, in a timely manner, all information concerning Participating Employee termination. The Participating Employer shall certify said information to be correct to the best of its knowledge and the Master Trustee and the Administrator shall have the right to rely on the accuracy of said information in performing contractual responsibilities.
6. The parties to this Trust Joinder Agreement agree to abide by and be bound by the terms, duties, rights and obligations of the parties as set forth in the Florida Municipal Pension Trust Fund Master Trust Agreement, as may be amended by the Master Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.
7. Either party may terminate this Trust Joinder Agreement by giving at least 60 days notice in writing to the other party. Any termination shall be governed by the provisions of the Florida Municipal Pension Trust Fund Master Trust Agreement and the plan document for the deferred compensation plan.

IN WITNESS WHEREOF, the Participating Employer has caused this Trust Joinder Agreement to be executed and the signature of its authorized officer affixed this _____ day of _____, 2015.

City of Clermont

BY: _____
Signature

(Name and Title)

ATTEST:

DATE:

FLORIDA MUNICIPAL PENSION TRUST FUND

BY: _____
Secretary - Treasurer

Florida Municipal Pension Trust Fund

§ 457(b) Deferred Compensation Plan Adoption Agreement

Please tell us about the Participating Employer:

Name of Government Entity	City of Clermont
Address	685 W. Montrose St.
Address	
City-State-Zip	Clermont, FL 34711
Individual to Receive Plan Notices	Susan Dauderis
Title	Human Resources Director
Telephone	352-241-7380
Fax	352-394-2394
e-mail	sdauderis@clermontfl.org

Your Plan Administrator is:

Florida League of Cities, Inc.
301 S. Bronough Street
P.O. Box 1757
Tallahassee, Florida 32302
Phone: (850) 222-9684
Fax: (850) 222-3806

Contacts: Jeremy Button, Senior Analyst, jbutton@flcities.com

Plan Provisions

The Participating Employer will use FMPTF's § 457(b) Deferred Compensation Plan.

For any Plan choice that this Adoption Agreement fails to specify, the Participating Employer is deemed to have specified the first-displayed choice.

Your Plan Year is:

- ☒ October 1 – September 30
- ☐ January 1 – December 31
- ☐ Other _____

Florida Municipal Pension Trust Fund
§ 457(b) Deferred Compensation Plan
Adoption Agreement

Payroll Periods

The payroll period of the Participating Employer is:

- ☐ weekly
☒ bi-weekly
☐ semi-monthly
☐ monthly
☐ other [specify]: _____

Who's eligible?

Covered Departments

A Participating Employer may cover all of its departments in the Plan or only those listed:

- ☒ All Departments
☐ Covered Departments (must specify)

Any Employee from a covered department (and any natural person or independent contractor who is an elected or appointed official or officer) is eligible to make § 457(b) Plan deferrals from his or her wages or fees paid by the Participating Employer.

An Employee is eligible to begin participation immediately upon enrollment into Plan by completing the required documents.

Changing and Terminating this Adoption Agreement

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt an amendment to the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the FMPTF for approval.

This Adoption Agreement may be terminated only in accordance with the Plan.

Florida Municipal Pension Trust Fund
§ 457(b) Deferred Compensation Plan
Adoption Agreement

Adopting the Plan

By signing below, the Participating Employer adopts the FMPTF 457(b) Deferred Compensation Plan (“Plan”). The Participating Employer acknowledges that it received a copy of the Plan. The Participating Employer shall receive copies of any Plan amendments made by the FMPTF.

The Participating Employer’s signer represents that he or she is a proper officer of and has authority to enter into this Adoption Agreement as an obligation of the Participating Employer.

BY:

Date: _____

Name:
Title:

Accepted for the:

Florida Municipal Pension Trust Fund

By the Administrator:

Florida League of Cities, Inc

Date: _____

Florida Municipal Pension Trust Fund

457 (b) Deferred Compensation Plan

As amended and restated February 1, 2009

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1. Establishment and purpose of the Plan

1.1 Purpose of the Plan

The purpose of the Plan is to provide Employees with a convenient way to save for retirement. Under the Plan, Deferred Compensation is held until paid to the Participant or to his or her Beneficiary(s) according to the provisions of the Plan. With limited exceptions, a Distribution can become available only after the Participant's death or Severance.

1.2 Establishment of the Plan

This document together with the Participating Employer's Adoption Agreement states the provisions of this eligible deferred compensation Plan established and maintained by the Participating Employer(s).

1.3 Previous plan replaced

To the extent of the Participating Employer's participation in the Florida Municipal Pension Trust Fund 457(b) Deferred Compensation Plan, this Plan shall amend and restate any similar plan previously in effect. The restated Plan is effective as of the Restatement Date, except as otherwise specified by this Plan and the Adoption Agreement.

1.4 Eligible Plan

The Participating Employer intends to (but is not obligated to) maintain the Plan as a plan that is an eligible deferred compensation plan within the meaning of IRC § 457(b).

1.5 Individual account plan

The Plan is an individual account plan that provides for an individual Account for each Participant and for Deferred Compensation based solely upon the amount of Contributions, income, dividends, interest, gains (or losses), and Fees and expenses credited to or charged against the Participant's Account.

1.6 Master Trust

means the trust created and maintained by the Master Trust Agreement.

1.7 Exclusive benefit

The Plan is established for the exclusive benefit of Participants and their Beneficiaries. All assets and income of the Plan shall be held for the exclusive benefit of the Plan's Participants and their Beneficiaries.

2. Participating Employers

2.1 Adoption by Participating Employer

A Participating Employer may make the Plan available to its Employees if it takes the following actions:

- a) The Governing Authority of the Participating Employer must pass an ordinance or resolution formally adopting this Plan for its Employees and approving the Adoption Agreement.
- b) The ordinance or resolution must indicate the date of adoption.
- c) The ordinance or resolution must commit to the terms of an Adoption Agreement as completed by the Participating Employer.
- d) The ordinance or resolution must specify that the Participating Employer shall abide by the terms of the Plan, including all investment, administrative, and service of the Plan, and all applicable provisions of the Code and other applicable law.
- e) The ordinance or resolution must acknowledge that the Master Trustee is only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

2.2 Participating Employer has same provisions

Except as properly specified by the Adoption Agreement, each Participating Employer adopts the Plan. The Participating Employer's adoption of the Plan is stated by the Adoption Agreement.

2.3 Amendment binding upon all Participating Employers

- a) Subject to the provision of any applicable law, the Master Trustee may at any time amend or modify this Plan without the consent of the Participating Employers or of Participants (or any Beneficiaries thereof). Any modification, alteration, or amendment of the Plan, made in accordance with this Provision, may be made retroactively, if deemed necessary or appropriate by the Master Trustee. A copy of the resolution of the Master Trustee making such amendment shall be delivered to the Plan Administrator, and the Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, Master Trustee, and Plan Administrator shall be bound by the amendment. A Participating Employer may not amend the Plan in any way.
- b) Subject to the provisions of applicable law, the Master Trustee may at any time amend or modify the form of Adoption Agreement with the consent of the Participating Employers, unless otherwise required under Provision 2.4.

2.4 Amendment of Adoption Agreement by Participating Employer

The Governing Authority shall have the right at any time to amend, in whole or in part, any or all of its elections under the Adoption Agreement without the consent of the Participants or any Beneficiaries. Provided, however, that no such amendment shall:

- a) Deprive any Participant or Beneficiary of any of the benefits to which the Participant or Beneficiary is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment; or
- b) Authorize or permit any part of the Master Trust to be diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries; or
- c) If an amendment limits or otherwise restricts the deferral and distribution rights of the Participants, the amendment shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment to Participants. If the amendment was made by the Master Trustee, notice shall be deemed given when the amendment is sent to each Participating Employer. If the amendment was made by the Participating Employer, notice shall be deemed given when the amendment is sent to the Plan Administrator. No amendment shall deprive any Participant of any of the benefits to which the Participant is entitled under this Plan with respects to amounts credited prior to the effective date of the amendment, and
- d) If the Plan is amended or modified, the Plan Administrator shall nonetheless be responsible for the supervision and the payment of benefits resulting from amounts contributed prior to the amendment or modifications in accordance with this Part.

2.5 Contributions by Participating Employer

Contributions made by a Participating Employer shall be determined separately by each Participating Employer and shall be paid to and held by individual Account(s) under the Investment(s) for the exclusive benefit of the Participants (and their Beneficiaries) who are Employees of the Participating Employer.

2.6 Transfer of Participant among Participating Employers

The transfer of any Participant from or to any Participating Employer shall not affect the Participant's Benefit or rights under the Plan other than as provided by the Plan.

2.7 Discontinuance of Plan by Participating Employer

Any Participating Employer is permitted to revoke and discontinue its participation in the Plan by giving at least 60 days notice in writing to the Master Trustee. Any termination shall be governed by the provisions of the Florida Municipal Pension Trust Fund Master Trust Agreement and the Plan.

3. Definitions

Whenever used in the Plan, each of the following terms has the meaning stated or provided by this Part.

If a term is not defined by this Part and is defined by the Internal Revenue Code or the Enabling Statute or relevant Investment Law, the term has the meaning given by the Internal Revenue Code or the Enabling Statute or relevant Investment Law.

3.1 “Account”

means the bookkeeping Account (including each sub-Account) maintained for each Participant (or Beneficiary or Alternate Payee) which at all times shows: the amount of the Participant’s Deferred Compensation (including any income or loss attributable to the investment of the Participant’s Deferred Compensation); any amounts accepted as a transfer under Provision 5.2 [“Acceptance of transfers”]; any Distributions to the Participant, and any Fees or expenses charged against the Participant’s Deferred Compensation. “Account” also may refer to each of the sub-Accounts.

The Account balance is the total amount or value of the Account (or sub-Account as applicable) reduced by any security interest held by the Issuer(s) or by the Master Trustee for an outstanding loan and reduced by any applicable Investment Fees, charges, expenses, and taxes and any Master Trust Fees, charges, expenses, and taxes.

To the extent that the Participant’s Deferred Compensation is held in (and Distributions and Fees or expenses are charged against) an Allocated Investment(s), the value of the Participant’s Account is the value of the applicable sub-Account(s) under the Investment(s).

To the extent necessary to administer the Plan, the Plan Administrator shall keep a separate sub-Account to receive each kind of Contributions (and attributable interest or investment earnings). However, the Plan Administrator, in its sole discretion, may combine any sub-Accounts if so doing does not impair the Plan Administrator’s ability to operate this Plan according to its provisions.

The Participant shall receive (until a Retirement Distribution begins) periodic Account reports in the form prescribed by the Plan Administrator.

If the Participant (or Beneficiary) elects more than one Distribution Commencement Date, the Plan Administrator shall maintain a separate account with respect to the portion of the Account to be applied as of each Distribution Commencement Date.

To the extent required by a Plan-approved Domestic Relations Order, the Plan Administrator shall maintain a separate sub-Account for the Alternate Payee.

If the Participant designates more than one Beneficiary, upon the written request of any Beneficiary or upon an approved claim payable to any Beneficiary and not all Beneficiaries, the Plan shall maintain a separate account with respect to the interest of each Beneficiary, beginning as of the next Valuation Date that occurs after the Beneficiary's request or claim is received by the Plan Sponsor .

If a Plan-approved Domestic Relations Order applies with respect to a Participant, the Plan shall maintain a separate account for the interest of the Alternate Payee, beginning as of the next Valuation Date available after the court order is determined by the Plan Sponsor to be a Plan-approved Domestic Relations Order.

A Participant's Plan Account shall be reduced to the extent that any portion of the Participant's Plan Account has been paid or set aside for payment to an Alternate Payee or to the extent that the Participating Employer or the Master Trustee or the Plan Administrator or the Agent otherwise is subject to a binding judgment, decree, or order for the attachment, garnishment, or execution of any portion of the Participant's Account or of any distribution therefrom. The Participant shall be deemed to have released the Participating Employer and the Master Trustee and the Plan Administrator and the Agent from any claim with respect to such amounts in any case in which any of them was served with legal process or otherwise joined in a proceeding relating to such amounts, and the Participant was notified of the pendency of such proceeding, and the Participant fails to obtain an order of the court that relieves the Participating Employer and the Master Trustee and the Plan Administrator and the Agent from any obligation to comply with the judgment, decree, or order.

Each Account statement or Confirmation furnished by (or on behalf of) the Plan Administrator or the Master Trustee is intended as a legally significant statement of the Participant's Deferred Compensation. As to each Account statement or Confirmation, if, by the date that is 180 days after the date that the statement or Confirmation was mailed or otherwise sent or delivered, the Participant (or Beneficiary or Alternate Payee) has not delivered a written objection as to the accuracy of the statement, the accounting reported is then settled and conclusive and an account stated. If an objection to any Account statement or Confirmation is withdrawn or is adjusted to the objector's satisfaction, the accounting is then settled and conclusive and an account stated. To the extent that an Account statement or Confirmation is an account stated, the Plan Administrator and every party acting under the instruction of the Plan Administrator is discharged from any liability that might otherwise arise out of the Account statement as fully as if the Account had been settled by an appropriate court proceeding. Without limiting the comprehensive effect of the above, if an Account statement or Confirmation furnished to the Alternate Payee shows the amount segregated to his or her separate sub-Account under a Plan-approved Domestic Relations Order or other court order if, by the date that is 180 days after the date that the statement or Confirmation was mailed or otherwise sent or delivered, the Alternate Payee has not delivered a written objection as to the accuracy of the statement or the objection is withdrawn or is adjusted to the Alternate Payee's satisfaction, the accounting reported is then settled and conclusive and an account stated, and shall constitute a release of any obligation

under the court order to segregate or set aside the appropriate amount for the Alternate Payee. If a court finds that the application of this paragraph or any part of it is void as against public policy, this provision shall apply to the extent not so found.

3.2 “Adoption Agreement”

means the separate but related written agreement executed by the Participating Employer that states the establishment of the Participating Employer’s Plan and its adoption of this Basic Plan Document, The Florida Municipal Pension Trust Fund 457(b) Deferred Compensation Plan Trust, and that states those conforming and elective provisions of this Plan specified by the Participating Employer.

3.3 “Agent”

means a person that the Plan Administrator appoints to perform services regarding the Plan.

3.4 “Allocated Investment”

means an Investment for which the Issuer under the terms of the Investment (and not as a separately agreed service) records individual accounts with respect to each Participant.

3.5 “Alternate Payee”

means a person who is or was the spouse of the Participant to the extent that such person has rights under a court order that the Plan Sponsor has determined to be a Plan-approved Domestic Relations Order.

3.6 “Annuity Payout Option”

means a Payout Option which includes a provision for payments based, in whole or in part, upon the life of a natural person.

3.6.1 “Basic Plan Document”

means this Plan document

3.7 “Beneficiary”

means the person(s), whether natural or non-natural, including but not limited to a trustee or other fiduciary, designated by the Participant by a valid Beneficiary Designation in his or her Participation Agreement to receive any undistributed Deferred Compensation payable upon or after the Participant’s death (the “primary” Beneficiary(s)), or upon or after the primary Beneficiary’s death (the “contingent” or “alternate” Beneficiary(s)).

The Participant’s right to designate his or her Beneficiary is limited by Provision 3.8 and by all of the following provisions.

Notwithstanding any Beneficiary designation in the Participation Agreement or otherwise to the contrary, a person shall not be a Beneficiary unless he or she is living or in existence (and, to the extent that the Beneficiary is entitled to receive Deferred Compensation as a trustee or other fiduciary, the person or the entity that the person represents or acts for, is living or in existence) on the Distribution Commencement Date.

Any right of a Beneficiary is strictly personal to that Beneficiary and lapses upon his or her death. Any undistributed Deferred Compensation that would have been distributable to a Beneficiary if he or she had lived is not distributable to the Beneficiary's heirs. Upon a Beneficiary's death, any undistributed Deferred Compensation with respect to that Beneficiary becomes distributable to the remaining primary Beneficiary(s) if any, or if none, to the remaining contingent Beneficiary(s), in each case to be distributable in equal shares to all living Beneficiaries of the applicable primary or contingent Beneficiary class.

The Participant must designate each Beneficiary by name. A Beneficiary(s) cannot be designated by relationship or by class, and any such attempted beneficiary designation is absolutely void.

Notwithstanding any law to the contrary, a change in marriage (whether statutory or common-law) or family status, including (but not limited to) a divorce, dissolution, annulment or declaration of non-marriage, separation, separate maintenance, revocation of a domestic partner registration, termination or revocation of any marriage or living-together contract, or any other interruption or termination of a spouse or quasi-spouse relationship, has no effect in any way concerning who is the Beneficiary under the Plan.

If the Participant designates as Beneficiary more than one person, all persons of the same Beneficiary Designation ("primary" or "contingent") have equal shares (per capita and not per stirpes), unless the Participant specifies otherwise.

If a Participant fails to designate a Beneficiary, or if for any reason (including the absence of a surviving designated beneficiary) the Participant's beneficiary designation is invalid or ineffective, the person(s) entitled to the residuary estate of the Participant's estate is(are) the Beneficiary(s), to the extent of the failure or invalid or ineffective designation, with the applicable share of the Plan Account divided among those Beneficiaries in the same shares as their shares of the residuary estate. For the purposes of this Provision, the Plan Sponsor and Plan Administrator may rely on an appropriate court order or the personal representative's written statement as to the identity (including name, address, and Taxpayer Identifying Number) of and shares allocable to the persons entitled to such residuary estate.

A named beneficiary who feloniously and intentionally kills the Participant or Beneficiary is not a Beneficiary and is not entitled to any Distribution or any other right under the Plan; and any Deferred Compensation is payable as though the killer had predeceased the Participant or Beneficiary.

3.8 "Beneficiary Designation"

means the valid and effective Beneficiary Designation made by the Participant, designating the person(s) (which may be a non-natural person) who shall be his or her Beneficiary(s) entitled to receive any undistributed Deferred Compensation.

At any time before his or her death, the Participant has the right to designate a Beneficiary(s), including a contingent Beneficiary(s), subject to the provisions of the Plan. The Participant shall have the right to change his or her Beneficiary Designation at any time, subject to the provisions of the Plan.

A Beneficiary Designation must be in writing, on the form(s) prescribed by the Plan Administrator. A Beneficiary Designation (or change) is not effective until the Plan Administrator receives it. Each Beneficiary Designation completely revokes and cancels any and every previous beneficiary designation.

The Participant must designate each Beneficiary by name. A Beneficiary(s) cannot be designated by relationship or by class, and any such attempted beneficiary designation is absolutely void.

Notwithstanding the rule that a Participant must designate each Beneficiary by name, if the Plan Sponsor, in its sole discretion, finds that a Beneficiary Designation sufficiently describes a trust, that Beneficiary Designation will be construed as naming the duly appointed and currently acting trustee of that trust.

Any beneficiary designation that, in whole or in part, designates the Participant's estate as beneficiary shall be construed as designating as Beneficiary(s), to the extent of the share of Deferred Compensation specified or otherwise provided for the estate, the personal representative of the Participant's estate.

Notwithstanding any law to the contrary, a change in marriage (whether statutory or common-law) or family status, including (but not limited to) a divorce, dissolution, annulment or declaration of non-marriage, separation, separate maintenance, revocation of a domestic partner registration, termination or revocation of any marriage or living-together contract, or any other interruption or termination of a spouse or quasi-spouse relationship, has no effect in any way concerning any Beneficiary Designation.

Any statement in a Beneficiary Designation referring to the Beneficiary's relationship to the Participant is for convenience or information only and has no effect in the construction or interpretation of the Beneficiary Designation.

Any statement in a Beneficiary designation attempting to state or create a condition or restriction upon the Beneficiary's receipt or enjoyment of any Deferred Compensation is invalid and the Beneficiary is entitled to the Deferred Compensation without regard to any attempted condition or restriction.

Notwithstanding anything to the contrary in any Beneficiary designation in the Participation Agreement or any other document or otherwise (including but not limited to any court order), any designation of a Beneficiary cannot be irrevocable and any such designation shall be construed as a revocable designation of that Beneficiary.

If the Participant designates as Beneficiary more than one person, all persons of the same Beneficiary Designation (“primary” or “contingent”) have equal shares (per capita and not per stirpes), unless the Participant specifies otherwise.

If a Beneficiary Designation divides a Benefit between or among two or more Beneficiaries, the “primary” Beneficiary Designation must allocate the share of each such Beneficiary solely by specifying a percentage of the Participant’s Account and the “contingent” Beneficiary Designation must allocate the share of each such Beneficiary solely by specifying a percentage of the Participant’s Account. Without limiting the comprehensive effect of the preceding sentence, any division of any Benefit under a Beneficiary Designation shall be ineffective to the extent that it would ask the Plan Sponsor to consider any fact other than the amount of the Participant’s Account.

A Beneficiary Designation shall be construed to dispose of all of the remaining Plan Account or Deferred Compensation.

Except as otherwise provided by the Plan, a Beneficiary Designation that uses a term or phrase that would have significance in construing or interpreting a conveyance or a disposition of a decedent’s estate shall, except as otherwise specified by the Participant, be construed or interpreted according to the *Uniform Probate Code* (without regard to the Participant’s domicile at the time he or she made the Beneficiary Designation or the Participant’s domicile at the time of his or her death). Likewise, if a Beneficiary Designation remains ambiguous after applying all provisions and construction rules stated by this Plan and can be resolved by applying the rules of construction and interpretation of the *Uniform Probate Code* for construing a beneficiary designation or conveyance, such rules shall apply to the Beneficiary Designation, except as otherwise provided by the Plan. Any provision of the *Uniform Probate Code* concerning the effect of divorce or marital separation shall not apply.

After the Participant’s death, no person has any right or power or discretion to change any Beneficiary (except to disclaim his or her or its Deferred Compensation as permitted by Provision 15.14 [“Disclaimer by Beneficiary”]), and any such purported provision stated in a Beneficiary Designation or otherwise is ineffective.

3.9 “Business Day”

means any day on which both the New York Stock Exchange [NYSE] is open for regular trading and the person that is required or permitted to act or that is entitled to receive notice is (or was) open for regular business at its home office or National Office or principal place of business.

A Business Day ends at 4 p.m. New York Time, or, if earlier, the time that regular trading closes on the NYSE.

As required or permitted by applicable Investment Law, any Agent may make reasonable rules governing the time of the day after which investment instructions will be treated as

received on the next Business Day. Without limiting the comprehensive effect of the preceding sentence, any investment direction that includes an instruction to buy or sell registered investment company shares that is received after the closing of the NYSE shall be treated as received on the next Business Day.

A day that is not a Business Day ends at 4 p.m. New York Time.

3.10 “Compensation”

means the total wages, salaries, fees, and other amounts paid (except as modified below) during each Plan Year to the Employee by the Participating Employer for personal services actually rendered in the course of employment with the Participating Employer, including compensation payable as bonuses or as overtime, and excluding any compensation received in the form of non-taxable fringe benefits. Compensation shall include any amounts deferred as Employee Contributions under this Plan, and any amounts of compensation deferred as “elective deferrals” (within the meaning of IRC § 402(g)(3) or similar provisions) under IRC § 125, IRC § 401(k), or IRC § 402(a)(8). Compensation does not include any amount paid as Participating Employer-provided education assistance, notwithstanding that such payment may be taxable wages to the Participant.

This definition of “Compensation” is not intended to control or affect the construction of the definition of “Includible Compensation”. However, for the purposes of computing any Contributions required or permitted under Part 8 [“Reemployment after Uniformed Service”], the reemployed Participant’s Compensation shall be as provided by Provision 8.4.

3.11 “Confirmation”

has the meaning given by applicable Investment Law.

3.12 “Contributions”

means Employee Contributions and Transfer Contributions and (if any) Employer Contributions, deferred under the Plan according to the provisions of the Plan.

Contributions under the Plan shall not be reduced because of the Participant’s attainment of any age.

Contributions shall be made according to the payroll methods of and at such times as may be determined by the Participating Employer, except as otherwise required by the Enabling Statute.

3.13 “Corrective Distribution”

means a Distribution required or permitted to remedy a potential violation or correct a violation of any provision of Part 5 [“Contribution limit”] or under Provision 17.11 [“Mistaken contributions”].

The amounts corrected by a Corrective Distribution are disregarded for all purposes of the Plan, except as otherwise expressly provided by the Plan.

A Corrective Distribution cannot be counted as a required distribution for the purposes of applying the minimum distribution and incidental benefit requirements of IRC § 401(a)(9).

3.14 “Death Distribution”

means any Distribution that does not begin before the death of the Participant.

3.15 “Deferred Compensation”

means the amount of compensation that the Participant and the Participating Employer agree to defer according to the provisions of the Plan.

The amount or value of the Participant’s Deferred Compensation is the amount or value of the Participant’s Account (including any rights purchased under the Account).

Deferred Compensation may also refer to the right under this Plan of the Participant or Beneficiary to receive a Distribution of all or any portion of the Account.

3.16 “Distributee”

means any person who receives or but for his or her or its instruction to the Plan Sponsor is entitled to receive a Distribution.

3.17 “Distribution”

means, as appropriate in the context, any kind of Distribution or the particular kind of Distribution provided by the Plan, as follows:

- Permitted Distribution
- Hardship Distribution
- Retirement Distribution (including a Transfer Distribution)
- Death Distribution
- Termination Distribution.

Any Distribution shall be paid as a cash payment(s) or as a transfer of ownership of the Investment(s) that is the applicable portion of the Account.

Any Distribution may be made, in whole or in part, in cash, or by delivery of an Investment(s) (including any annuity or life insurance contract), Fund Shares, other securities, or other assets or property of any kind. Any Distribution of property other than cash shall be valued at fair market value as of the date of the Distribution.

If a payee does not as a part of his or her or its written claim specify that a Distribution is to be made in the form of a specified property(s), any Distribution is payable as a cash payment(s).

Consistent with Part 14, any Distribution paid after December 31, 2001 may, to the extent that the Distribution is an eligible rollover distribution, be paid as a direct rollover.

3.18 “Distribution Commencement Date”

means the date(s) selected by the Participant under Provision 12.2, or by the Beneficiary under Provision 13.2; or the “default” date that results by operation of Provision 12.2.1 or Provision 13.2.1 from the Distributee’s failure to make such an election.

3.19 “Effective Date”

means the first date that the Participating Employer accepted a Participation Agreement.

3.20 “Eligible Participating Employer”

means any Participating Employer that is a State or a political subdivision of the State or an agency or instrumentality of a state(s) or a political subdivision(s) and that is an “eligible Participating Employer” within the meaning of IRC § 457(e)(1)(A).

3.21 “Employee”

means the natural person, whether appointed, elected, salaried, or under contract, or otherwise, who performs services for the Participating Employer on a regular basis as a common-law employee or as an independent contractor and who has Compensation paid by the Participating Employer, unless the individual is precluded from participation under the Plan by the Enabling Statute or other State or local law (including an ordinance or resolution).

The fact that a natural person is or is determined to be an employee for the purpose of another employee benefit plan (including another pension plan or retirement plan) or for any other legal purpose shall not be construed as any inference that the natural person is an eligible Employee under this Plan.

The Plan Sponsor shall decide all questions of eligibility for participation in the Plan, except as otherwise required by the Enabling Statute.

An Employee shall not be excluded from participation in the Plan on the basis of age.

3.22 “Employee Contributions”

means elective deferrals made pursuant to a salary reduction agreement as specified by a Participation Agreement.

3.23 “Employer Contributions”

means those Contributions made by the Participating Employer that are not Employee Contributions, and which the Participant could not have elected to receive as immediate cash compensation or other taxable benefit.

The Plan Administrator shall not permit Employer Contributions unless it has received and reasonably relies upon an acceptable written legal opinion concluding that the Participating Employer has legal power under the Enabling Statute and all applicable State and local law to make such Employer Contributions.

3.24 “Enabling Statute”

means the State statute or similar law that grants the Participating Employer legal authority to maintain this Plan.

3.25 “Fees”

means any fees required or permitted to be charged against the Participant’s (or Beneficiary’s or Alternate Payee’s) Plan Account according to (any one or more of the following): the Plan, the Master Trust Agreement, the Participation Agreement, an Investment, an investment advisory agreement, any other writing signed by the Participant (or, after the Participant’s death, the Beneficiary), any written notice given by or behalf of the Plan Administrator or the Master Trustee that is accepted or deemed accepted by the Participant (or Beneficiary), or any court order.

3.26 “Fund”

means a registered investment company or an insurance company separate account or collective investment fund or group trust or any similar pooled investment under which the value of the holder’s interest is calculated according to the number of shares or units held for the holder’s account.

3.26.1 “Governing Authority”

means the entity authorized by law to act for the Employer and adopt this Plan and the Adoption Agreement.

3.27 “Hardship Distribution”

means a Distribution under Part 11.

3.28 “Includible Compensation”

means the amount of the Employee’s Compensation that is “includible compensation” within the meaning of IRC § 457(e)(5) and that is currently includible in the Employee’s gross income. Includible Compensation is determined without regard to any community property laws.

For the purposes of computing any Contributions required or permitted under Part 8 [“Reemployment after Uniformed Service”], the reemployed Participant’s Compensation shall be as provided by Provision 8.4 and Includible Compensation shall be determined consistent with such provision.

3.29 “Internal Revenue Code” or “IRC” or “Code”

means the Internal Revenue Code of 1986, as amended, including any Regulations or rulings (or other guidance of general applicability) under the IRC. Any reference to

Regulations is a reference to Treasury department regulations under the Internal Revenue Code, unless otherwise specified. Any reference to a Section of the Internal Revenue Code shall be construed to also refer to any successor provision. Any reference to a Section of Treasury Regulations shall be construed to also refer to any successor provision of such Treasury Regulations. Any reference to a Revenue Ruling or Revenue Procedure or IRS Notice or IRS Announcement shall be construed to also refer to any guidance of general applicability that extends, amplifies, or modifies the Revenue Ruling or Revenue Procedure or IRS Notice or IRS Announcement.

3.30 “Internal Revenue Service” or “IRS”

means and refers to the Internal Revenue Service, a division of the Department of the Treasury of the United States of America, and thereby an agency of the government of the USA, and any related departments, divisions, or offices under the supervision of the Secretary of the Treasury of the USA.

3.31 “Investment”

means (any of the following): an annuity contract or custodial account that satisfies the requirements of IRC § 401(f) and IRC § 457(g)(3); any annuity contract or life insurance contract that may be held by the Master Trust; any Fund shares that may be held by the Master Trust; an interest under a group trust (as described in Rev. Rul. 81-100) that may be held by the Master Trust; or any investment that may be held by the Master Trustee.

The Master Trust shall not hold any Investment that has provisions (whether express or incorporated by reference or at law) that would preclude the correct application of the Plan or the Master Trust Agreement.

The Master Trust shall maintain (or cause to be maintained) the indicia of ownership of each Investment within the USA, except as otherwise permitted by 29 C.F.R. § 2550.404b-1(b) applied as if this Plan were a plan subject to 29 U.S.C. § 1104(b).

All Investments to be used under the Plan must be specified by the Master Trustee.

The provisions of each Investment (including any provisions stated by each Investment’s and each Fund’s prospectus and the statement of additional information) are to the extent not inconsistent with the Plan incorporated in the Plan by reference.

An Investment may also be referred to (in Plan documents, disclosure information, and forms) by other terms that are not misleading in the context.

3.32 “Investment Adviser”

has the meaning given by § 202(a)(11) of the Federal *Investment Advisers Act of 1940*, as amended [15 U.S.C. § 80b-2(a)(11)].

An agreement to provide investment advice (or the giving of investment advice) to a Participant or Beneficiary or Alternate Payee does not constitute an Investment Adviser as an investment manager or investment adviser as to the Plan or the Master Trust. An agreement to provide investment advice (or the giving of investment advice) to any Fund or to the Issuer of any Investment does not constitute an Investment Adviser as an investment manager or investment adviser as to the Plan or the Master Trust.

3.33 “Investment Law”

means, as applicable or relevant in the context, any United States law or Florida law relating to banking, insurance, securities, investment companies, investment advice, or commodities trading, including any self-regulatory organization rules. Investment Law includes the Bylaws, Rules of Fair Practice, Code of Arbitration Procedure, and other Rules of the National Association of Securities Dealers, Inc. [NASD] and the rules of each securities exchange or clearing agency.

3.34 “Investor”

means, solely for the purposes of Part 6 [“Investment direction”] and solely for convenience of reference, the person that has the duty or holds a power to give investment direction according to Provision 6.2.2.

Any reference using the term or word “Investor” shall not be construed to constitute any person as an investor regarding any Investment or under any Investment Law.

3.35 “Issuer”

means the person who has issued or may issue an Investment held regarding the Plan.

An Issuer may be a bank, or an insurance company, or a registered investment company, or the issuer of any other instrument or indicia of ownership or beneficial ownership that is held as a Plan Investment. When appropriate in the context, the term Issuer also includes the definition of “issuer” provided by 15 U.S.C. § 77b(4).

3.36 “Master Trust”

means the trust created and maintained by the Master Trust Agreement.

3.37 “Master Trust Agreement”

means the Agreement made as of 16th day of December, 1983 as may be amended and restated, by and between all parties that are now or may hereafter become Participating Employers of the Florida Municipal Pension Trust Fund and the individuals named as Master Trustees pursuant to provisions of the Agreement.

3.38 “Master Trustee”

means the individuals collectively who serve as trustees pursuant to the Master Trust Agreement.

3.39 “Normal Retirement Age”

means the age elected by the Participant which may not be earlier than the earliest age at which the Participant has the right to retire without the consent of the Participating Employer and to immediately receive unreduced retirement benefits under the Participating Employer’s basic retirement plan and which may not be later than the later of the Participant’s age 70½, or the date of the Participant’s Severance.

If the Participant will not become eligible to receive a benefit under the Participating Employer’s basic retirement plan, he or she may elect a Normal Retirement Age that is not earlier than his or her age 65 and not later than the later of his or her age 70½ or the date of his or her Severance.

The Participant’s Normal Retirement Age does not control his or her Distribution Commencement Date.

3.40 “Notarial Officer”

means a natural person who is authorized to take oaths under the law of the jurisdiction in which the relevant document is signed.

3.41 “Participant”

means the Employee (or former Employee) who has Deferred Compensation under the Plan who has not yet received all of the payments of Deferred Compensation to which he or she is entitled under the Plan.

3.42 “Participating Employer”

means an Employer that has passed the Trust Joinder Agreement to become a party to the Florida Municipal Pension Trust Fund and has passed an Adoption Agreement to participate in this Plan.

3.43 “Participation Agreement”

means the agreement (in the form prescribed by the Plan Administration), as amended from time to time, entered into by and between the Participant and Participating Employer under which the Employee elects to participate in the Plan.

3.44 “Payout Option”

means any, except as limited below, of the annuity options or other options for payment that are available under the applicable Plan Investment(s).

As to an Unallocated Investment, the Payout Options are as specified by the current written agreement between the Plan Administrator and the Agent.

The Plan Sponsor shall not permit the use of any payout option that is based on gender-distinct actuarial tables or that otherwise unlawfully discriminates against any person.

The Plan Sponsor shall not permit the Participant (or Beneficiary) to elect any Payout Option that (at the time the Distribution begins or is scheduled to begin) does not satisfy all applicable provisions of the Plan, including all applicable requirements of IRC § 457(d)(2) and IRC § 401(a)(9).

If an Investment permits a payout option to be arranged “as mutually agreed”, any such unspecified payout option, regardless of whether the payout option is the actuarial equivalent of any other payout option, shall not be a Payout Option under the Plan unless the Issuer offers this payout option on a uniform and non-discriminatory basis to all Participants and Beneficiaries in similar circumstances.

3.45 “Permitted Distribution”

means a Distribution under Part 10.

3.46 “Plan”

means the Plan specified by this Basic Plan Document together with the Participating Employer’s Adoption Agreement and, to the extent necessary to comply with IRC § 457(b), the Master Trust Agreement, and any executed amendments thereof, which together constitute the Plan of the Participating Employer specified by the Adoption Agreement.

3.47 “Plan-approved Domestic Relations Order”

means a court order that is lawfully directed to this Plan and that is served upon the Plan Sponsor before the Participant’s Distribution Commencement Date that pursuant to a State domestic relations law creates or recognizes the existence of the right of an Alternate Payee to receive all or a portion of any Deferred Compensation of a Participant and that meets all of the following requirements.

An order shall not be a Plan-approved Domestic Relations Order unless the Plan Sponsor determines that the court order on its face and without reference to any other document states all of the following:

- The court order expressly states that it relates to the provision of support, alimony, or marital property rights to a spouse or former spouse of a Participant and is made pursuant to State domestic relations law.
- The court order clearly and unambiguously specifies that it refers to this Plan.
- The court order clearly and unambiguously specifies the name of the Participant’s Participating Employer.
- The court order clearly specifies: the name, mailing address, and Taxpayer Identifying Number of the Participant; and the name, mailing address, and Taxpayer Identifying Number of each Alternate Payee.

- The court order clearly specifies the amount or percentage, or the manner in which the amount or percentage is to be determined, of the Participant's Account to be paid to segregated for the separate sub-Account of the Alternate Payee.
- The court order expressly states that the Alternate Payee's segregated Account shall bear all Fees and expenses as though the Alternate Payee were a Participant.
- The court order if made before January 1, 2002 clearly specifies that any Distribution to the Alternate Payee becomes payable only after the Participant's death or Severance.
- The court order clearly specifies that any Distribution to the Alternate Payee becomes payable only upon the Alternate Payee's written claim made to the Plan Sponsor or the Agent.
- The court order clearly specifies that any Distribution to any Alternate Payee shall be payable only as a lump sum.
- The court order expressly states that it does not require this Plan to provide any type or form of benefit or any option not otherwise provided under this Plan.
- The court order expressly states that the order does not require this Plan to provide increased Deferred Compensation.
- The court order expressly states that any provision of it that would have the effect of requiring any Distribution to an Alternate Payee of Deferred Compensation that is required to be paid to another person under any court order is void.
- The court order expressly states that nothing in the order shall have any effect concerning any party's tax treatment, and that nothing in the order shall direct any person's tax reporting or withholding.

An order shall not be a Plan-approved Domestic Relations Order if it includes any provision that does not relate to this Plan. Without limiting the comprehensive effect of the preceding sentence, an order shall not be a Plan-approved Domestic Relations Order if the order includes any provision relating to any pension plan, retirement plan, deferred compensation plan, health plan, welfare benefit plan, or employee benefit plan other than this Plan.

An order shall not be a Plan-approved Domestic Relations Order unless the order provides for only one Alternate Payee.

An order shall not be a Plan-approved Domestic Relations Order if the order includes any provision that would require the Plan Sponsor to calculate the amount to be segregated to the Alternate Payee's separate sub-Account in a manner not readily calculable by the Agent according to its currently available records and without regard to any records for any

accounting period that is an account stated or otherwise settled by the application of the last paragraph of Provision 3.1 [“Account”].

An order shall not be a Plan-approved Domestic Relations Order if the order includes any provision that would permit the Alternate Payee to designate any beneficiary for any purpose. However, an order does not fail to qualify as a Plan-approved Domestic Relations Order because it provides that any rights not paid before the Alternate Payee’s death shall be payable to the duly appointed and then-currently serving personal representative of the Alternate Payee’s estate.

The Plan Sponsor may assume that the Alternate Payee named by the court order is a proper payee and need not inquire into whether the person named is a spouse or former spouse of the Participant.

3.48 “Plan Administrator” or “Administrator”

means the Florida League of Cities, Inc. or any successor of it.

Except as otherwise indicated, any reference to the Plan Administrator refers also to the Agent to the extent of any service required or permitted to be performed by the Agent.

3.49 “Plan Sponsor”

means the Participating Employer or any successor to it.

3.50 “Qualified Military Service”

has the meaning given by Provision 8.2.1.

3.51 “Registered Investment Adviser”

means an investment adviser that is registered with the SEC pursuant to § 203(c) of the federal *Investment Advisers Act of 1940*, as amended [15 U.S.C. § 80b-3(c)].

3.52 “Required Beginning Date”

has the meaning given by IRC § 401(a)(9)(C).

3.53 “Restatement Date”

means January 1, 1997, except as provided below and as otherwise specified by the Plan.

Provision 1.7 is effective for all Plan Investments and all amounts, property, and rights held on or after August 20, 1996.

The provisions of Part 8 [“Reemployment after Uniformed Service”] and those provisions that refer to Part 8 to the extent the provisions so refer are effective as stated by Provision 8.1.1. [The provisions stated by Part 8 apply to reemployments on or after

December 12, 1994, except that any obligation under Part 8 shall not commence until October 13, 1996.].

Further, any provision that was required for the Plan to have met the requirements for an eligible deferred compensation plan under IRC § 457(b) at any time before January 1, 1997 that was not correctly stated by the Plan as then-currently in effect at the relevant time shall be effective for all such earlier time to the extent necessary for the Plan to have met the requirements for an eligible deferred compensation plan under IRC § 457(b) for all Years beginning on or after the Effective Date.

3.54 “Retirement Distribution”

means any Distribution other than a Hardship Distribution or a Permitted Distribution or a Corrective Distribution that begins after the Participant’s Severance and before the Participant’s death.

3.55 “Severance”

after December 31, 2001

means, consistent with IRC § 457(d)(1)(A)(ii), the time when the Participant has a severance from employment with the Participating Employer.

before January 1, 2002

means the Participant’s separation-from-service with the Participating Employer that is consistent with IRC § 457(d)(1)(A)(ii) as in effect before the *Economic Growth and Tax Relief Reconciliation Act of 2001*.

The Plan Administrator is entitled to rely upon the date of Severance certified by the Participating Employer.

Notwithstanding any other information, the Agent shall not be deemed to have any knowledge of any Severance until it receives the Plan Sponsor’s certificate of the fact and date of the Participant’s Severance.

3.56 “Service in the Uniformed Services”

has the meaning given by Provision 8.2.2.

3.57 “Shares”

means shares or similar units of interest in a Fund.

3.58 “Signature Guarantee”

means a written guarantee of the signature of the person endorsing a writing that is made by a corporation that is an “eligible guarantor institution” as defined by 17 C.F.R. § 240.17Ad-15(a)(2) that is not otherwise excluded under that Rule and that is a member of the Securities Transfer Agent Medallion Program [“STAMP”].

3.59 “Spouse” or “surviving Spouse”

means, solely for the purposes of minimum distribution provisions, the natural person who is the surviving spouse of the Participant within the meaning of IRC § 401(a)(9)(B)(iv).

For all purposes under the Plan, the Plan Sponsor may rely on any written statement furnished to it, and the Plan Sponsor has no duty to inquire concerning the non-existence or identity of a Participant’s Spouse unless the Plan Sponsor has received a court order or legal process or a written notice from any office of the IRS concerning the existence or non-existence or identity of the Participant’s Spouse.

3.60 “State”

means the State of Florida and includes the meaning given by IRC § 7701(a)(10).

3.61 “Taxpayer Identifying Number”

has the meaning given by IRC § 6109.

3.62 “Transfer Contribution”

means each amount deferred under the Plan pursuant to Provision 5.2.

3.63 “Transfer Distribution”

means a Retirement Distribution paid or payable to the Participant or as a transfer to another eligible deferred compensation plan.

3.64 “Uniformed Services”

has the meaning given by Provision 8.2.3.

3.65 “USERRA”

has the meaning given by Provision 8.2.4.

3.66 “Unallocated Investment”

means any Investment that is not an Allocated Investment.

3.67 “USA”

means the United States of America.

To the extent that any provision of the Plan is intended to state a provision that meets a requirement of or by reference to IRC § 401(a) or IRC § 501(a), USA shall be construed according to IRC § 7701(a)(9), except as otherwise required or permitted by the Internal Revenue Code for the applicable requirement.

3.68 “Valuation Date”

means each date provided for valuing Plan Accounts as specified by the Plan Administrator under a written procedure(s).

A Valuation Date that is a Business Day ends at the same time that the Business Day ends. A Valuation Date that is not a Business Day ends at 4 p.m. New York Time.

3.69 “Valuation Period”

means the time after the close of regular trading [usually, 4:00 p.m. New York Time] of a Valuation Date to the close of the next Valuation Date.

3.70 “Year”

means the calendar year.

For all purposes of administering the Plan, the Plan Sponsor shall be entitled to rely on the assumption that a Participant’s taxable year is the calendar Year, unless the Participant gives written notice specifying his or her taxable year.

4. Participation in the Plan

4.1 Enrollment

An Employee becomes a Participant only by completing and executing and delivering all of the instruments or forms required by the Plan.

4.2 Participation Agreement

If the Employee elects to make Employee Contributions, the Participant shall enroll in the Plan by executing a Participation Agreement (on the form prescribed by the Plan Administrator) to make those Employee Contributions. When entering into or amending his or her Participation Agreement, the Participant must agree to defer the minimum amount that is required under each Plan Investment indicated by the Participant’s Participation Agreement, and must agree to defer not more than the maximum amount provided by Part 5 [“Contribution limit”].

4.3 Application for Plan Investment

As a condition to participation in the Plan, the Participant shall complete the application form(s) provided by the Issuer(s) of any Plan Investment(s) in order for the appropriate contract(s) or certificate(s) to be issued or record established.

4.4 Employee responsible to enroll

If the Employee fails to complete and execute and deliver any enrollment forms required according to this Part, he or she shall not be entitled to receive an allocation of any Contributions under the Plan.

The Participating Employer or the Plan Administrator shall not be responsible to notify any Employee that he or she has become eligible to participate in the Plan. The Employee shall be responsible to know when he or she becomes eligible to participate in the Plan, and shall be responsible to take any action necessary to enroll in the Plan. The Participating Employer shall not be liable for any missed Contributions.

4.5 Time for Contributions to begin

Contributions will be deferred for any calendar month only if a Participation Agreement providing for the deferral has been entered into before the beginning of the month.

4.6 Amendment of Participation Agreement

Subject to all of the provisions of the Plan, a Participant may at any time amend his or her Participation Agreement to change: the amount of his or her Contributions, his or her investment direction; his or her designated Beneficiary(s).

Unless the Participation Agreement specifies a later effective date, a change in the amount of Contributions shall take effect as of the next available pay period in the next calendar month. A change in the investment direction for Contributions shall take effect as of the next available pay period. A change in the Beneficiary designation shall take effect when the Participation Agreement is accepted by the Plan Sponsor or the Agent.

4.7 Leave of absence

Unless his or her Participation Agreement is otherwise amended, if a Participant is absent from work by a leave of absence, Contributions under the Plan shall continue to the extent that compensation continues, or the Participation Agreement shall remain in effect and Contributions shall resume when the Participant returns to work.

4.8 Disability

A disabled Participant may make Employee Contributions during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed compensation and not disability benefits) from which to make Employee Contributions.

5. Contribution limit

5.1 Deferral limit

The maximum amount deferred for any Participant for any taxable year of the Participant shall not exceed the amount specified by IRC § 457(b)(2) and, to the extent applicable, IRC § 457(b)(3) or IRC § 414(v). For the purpose of the preceding sentence, the amount deferred does not including a Transfer Contribution to the extent provided by Provision 5.2 and does not include any qualified excess benefit arrangement to the extent provided by Provision 5.3.

5.2 Acceptance of transfers

The Participating Employer shall credit to a Participant's Account the amount transferred from another eligible deferred compensation plan (within the meaning of IRC § 457(b)). Any transferred amount is not treated as Contributions subject to the limitation of Provision 5.1, except for the amount of deferred compensation during the Participant's taxable year in which the transfer occurred which is treated as Deferred Compensation subject to the limitation of Provision 5.1.

5.3 Qualified governmental excess benefit arrangement

Consistent with IRC § 457(e)(14), Provision 5.1 and IRC § 457(c)(2) shall not apply to any qualified excess benefit arrangement (as defined by IRC § 415(m)(3)), and benefits provided under such an arrangement shall not be taken into account in determining whether this Plan is an eligible deferred compensation plan.

5.4 Corrective Distribution for excess deferrals

A Corrective Distribution for excess elective deferrals shall be paid if the Participant designates (or the Participant is deemed to have notified the Plan Sponsor of) an amount of excess deferrals according to Provision 5.4.1 and the Distribution satisfies Provision 5.4.3.

5.4.1 Designation of excess deferrals

The Participant shall designate excess deferrals by delivering to the Plan Sponsor a written claim in the form prescribed by the Plan Administrator that certifies and otherwise establishes to the satisfaction of the Plan Sponsor and the Plan Administrator an amount of excess deferrals.

If the Plan Sponsor finds that the Participant has excess deferrals for the calendar Year calculated by taking into account only Contributions under this Plan and other plans of the same Participating Employer, the Participant is deemed to have notified the Plan Sponsor of the excess deferrals so determined, unless the Participant certifies that he or she has received a corrective distribution under another plan.

5.4.2 Calculation of allocable income

The income or loss allocable to excess deferrals shall be determined according to a reasonable method of allocating income or loss. For this purpose, the method described in Treasury Reg. § 1.402(g)-1(d)(5) is deemed to be a reasonable method.

5.4.3 Amount to be distributed

The amount to be distributed as a Corrective Distribution shall be the amount designated (or deemed designated) under Provision 5.4.1 together with any allocable income determined under provision 5.4.2.

5.4.4 Plan Sponsor and Plan Administrator not responsible to determine “excess deferrals”

The Plan Sponsor and Plan Administrator shall not be responsible to determine the amount of any excess deferrals.

6. Investment direction

6.1 Participant’s duty of investment direction

Each Participant (and, when applicable, each Beneficiary or Alternate Payee) shall, subject to the requirements of any applicable Investment Law and of any procedures established by the Plan Administrator and the Agent, direct the investment of his or her or its Account(s).

6.2 Procedure for giving investment direction

The Investor must give his or her or its investment direction according to the provisions of this Plan, including any procedure or form required by the Plan Administrator or the Agent or the Issuer.

6.2.1 Reasonable frequency

The Plan Administrator, Issuer or each Investment may, but only on a uniform and consistent basis, impose reasonable restrictions on the frequency with which all Investors may give investment directions. In addition to (and not by limitation upon) such restrictions, the Investor cannot give more than one investment direction in any Valuation Period and the latest investment direction in a Valuation Period cancels all earlier inconsistent investment directions in that Valuation Period.

6.2.2 Investor

During the Participant’s life, the Participant shall direct the investment of his or her Account. During the Participant’s disability or incompetence, the person who has authority to act for the Participant under a power-of-attorney accepted by the Plan Sponsor or the Agent according to Provision 17.17 [“Power-of-attorney”] or, if there is no such agent, the person that is the duly appointed and currently serving conservator or guardian of the estate of the Participant shall direct the investment of the Participant’s Account. After the Participant’s death, the Beneficiary shall direct the investment of his or her or its Account or each Beneficiary shall direct the investment of his or her or its segregated Account. A Participant or Beneficiary may delegate investment responsibility for all of his or her or its Account to an agent or attorney-in-fact by giving written notice acceptable to the Plan Sponsor and furnishing a power-of-attorney that is accepted by the Plan Sponsor according to Provision 17.17. A Participant or Beneficiary cannot delegate investment responsibility for part of his or her or its Account. Solely for the purposes of this Part and solely for convenience of reference, the person that has the duty or holds a power to give investment direction is referred to as the “Investor”.

6.2.3 Investment direction must be in writing

Each investment direction shall be in writing and shall not be proper unless the writing is signed by the Investor. Except as otherwise specified by the Agent's investment direction procedure, "writing" and "signed" shall be construed according to Provision 17.25 ["Signatures and broad acceptance of writings"], subject to any security procedures required by the Agent or the Issuer. Without limiting the comprehensive effect of the above, a signed writing includes, to the extent permitted by the applicable Investment(s), a proper telephone communication made in the manner prescribed by the Agent and the Issuer.

6.2.4 Proper person to receive investment direction

The Investor shall give his or her or its investment direction only to the Plan Administrator, except as otherwise permitted by a uniform written procedure adopted by the Plan Administrator.

For any Investment, notwithstanding any service or assistance that may be provided by the Agent, only the Issuer(s) has authority to accept an investment direction and any direction is effective only when and as so received. Nothing in this Plan or otherwise shall be construed to enlarge or augment any legal obligation of the Agent.

6.2.5 Investment can't avoid Distribution Commencement Date

Notwithstanding any provision or privilege for investment direction, if, consistent with Provision 12.2 ["Election of Distribution Commencement Date"], the Participant or if, consistent with Provision 13.2 ["Election of Distribution Commencement Date"], the Beneficiary has selected more than one Distribution Commencement Date, he or she or it is not permitted to make any investment transfer from any portion or Investment of his or her or its Account to any other portion or Investment of his or her or its Account that has a different Distribution Commencement Date.

6.3 Plan Administrator not responsible

Except as provided by Provision 6.4, the Plan Administrator must accept every proper investment direction and the Plan Administrator is obligated to comply with such proper investment direction. Without limiting the comprehensive effect of the above, the Plan Administrator is not under any duty to question any investment direction of a Participant or Beneficiary (or his or her or its agent), or to make any investment recommendations, or to provide to any person any investment advice or investment education, or to provide any investment information.

If the Participating Employer or the Plan Administrator or the Master Trust provides any investment education or investment information or investment advice of any kind, the Participating Employer and the Plan Administrator and the Master Trust shall not be liable for any loss or liability arising out of such investment education or investment information or investment advice.

6.4 Investment direction refused

The Plan Sponsor, Plan Administrator or any person may decline to implement any investment direction if:

- the person receiving the investment direction knows (or a court order has determined) that the Investor is legally incompetent
- (under a reasonable written procedure uniformly applied to all Investors) the investment direction could result in a loss in excess of the applicable Account (or sub-Account) balance
- the investment direction would be contrary to this Plan
- the investment direction would be contrary to a court order, even if the court order is not a Plan-approved Domestic Relations Order.
- the investment direction would jeopardize the Plan's (or the Master Trust's) tax qualified status
- the investment direction would generate income that would be taxable to the Master Trust
- the investment direction would result in a prohibited transaction within the meaning of IRC § 503, or
- the investment direction would cause the Master Trust or any person to maintain the indicia of ownership of an Investment or any assets of the Plan outside the jurisdiction of the district courts of the USA or outside the jurisdiction specified by the Master Trust Agreement.

6.5 Failure to give investment direction

If at any time a Participant or Beneficiary fails to exercise his or her or its duty of investment direction (or an investment direction is refused), the Master Trustee shall, to the extent of the failure of proper investment direction, cause the Account or applicable sub-Account(s) or segregated Account to be invested as specified under a written procedure adopted by the Master Trustee.

6.6 Investment direction during domestic relations or bankruptcy matter

Notwithstanding any notice to the Plan Sponsor (or to any other person dealing with or performing services regarding the Plan) that a domestic relations order or bankruptcy demand or court order or similar court order relating to the Plan is or may be presented, the Participant shall continue to exercise his or her duty of investment direction as required by the Plan unless a final court order expressly provides otherwise and the Plan Sponsor does not challenge, contest, or appeal the court order.

If such a court order provides for an Alternate Payee (or any person other than the Participant) to have a right of investment direction under the Plan, the Plan Sponsor shall give effect to that court order to the extent permitted by the Plan, and the Plan Sponsor may give effect to that court order even contrary to the Plan if the Plan Sponsor does not challenge, contest, or appeal the court order.

6.7 Expenses of investment direction

The Plan may charge the Participant's or Beneficiary's Account for the expenses of executing his or her or its investment direction. If such expenses are so charged, the Plan Administrator shall maintain reasonable procedures to inform Investors that such charges are made and to inform each Investor as to the actual expenses charged to the Participant's or Beneficiary's individual Account.

If the execution of an investment direction would incur an unusual charge or any tax under the Investment or otherwise under applicable law, any person receiving the investment direction may (but is not required to) require the Investor to acknowledge in writing that he or she or it understands each charge or tax and how the charge or tax is calculated or determined.

6.8 Relief from fiduciary responsibility

To the extent of the Participant's or Beneficiary's investment direction, the Participating Employer and the Plan Administrator and the Master Trust and the Agent and each Issuer and each person performing services regarding the Plan is relieved of any fiduciary responsibility and every kind of liability, and is not responsible for or liable for any damage or loss or expense or other claim which may arise from that Participant's or Beneficiary's investment direction or exercise of control (or from that Participant's or Beneficiary's failure to exercise his or her or its duty of investment direction and control).

6.9 Participating Employer and Plan Administrator not responsible for Plan Investment selection

Except as otherwise required by the Enabling Statute, each Participating Employer and the Plan Administrator does not have any responsibility and shall not have any liability relating to the selection of Plan Investments. Without limiting the comprehensive effect of the above, the Participating Employer and Plan Administrator are not liable for losses or damages arising out of: any action in approving or purchasing any Plan Investment(s), any bankruptcy or insolvency or impairment or liquidation or rehabilitation or supervision of any Issuer(s), any other impairment of any Issuer's ability to meet its obligations, or the performance of any Plan Investments.

6.10 Obligation is limited

The Master Trustee's or the Participating Employer's obligation to pay Deferred Compensation shall not exceed the actual amount or value of the Participant's Account.

7. Allocation methods

7.1 Employee Contributions

Each Employee may elect to defer a portion of his or her Compensation as Employee Contributions, subject to all limitations of the Plan.

7.2 Employer Contributions are discretionary

This Provision applies only if Employer Contributions are permitted by the Enabling Statute. All Employer Contributions under this Plan are discretionary and the Employer Contributions made (if any) for any Year shall be as declared by each Participating Employer. All Employer Contributions shall be allocated as specified by the Participating Employer.

7.3 Plan Accounts

The Plan Administrator shall keep (or cause to be kept) the Account for each Participant (or Beneficiary).

7.4 Allocation of investment return

To the extent that an Account is held under an Allocated Investment (as defined below), all income, gains, losses, other elements of investment return or contract value, and expenses shall be allocated as provided by the Investment.

To the extent that an Account is held under an Unallocated Investment, all income, gains, losses, other elements of investment return or contract value, and expenses shall be allocated as provided by a written procedure adopted by the Plan Administrator, which may be an agreement between the Plan Administrator and the Agent.

7.5 No rights created by allocation

Any allocation of Contributions or investment earnings to any Account shall not cause the Participant to have any right, title, or interest in any assets of the Plan, except as expressly provided by the Plan.

8. Reemployment after Uniformed Service

8.1 Protection of persons who serve in a Uniformed Service

To the extent required by 38 U.S.C. § 4318, a person who is a member of, applies to be a member of, has performed, applies to perform, or has an obligation to perform service in a Uniformed Service shall not be denied any Deferred Compensation or right under this Plan on the basis of such membership, performance of service, application for service, or obligation.

Consistent with all provisions of USERRA, any provision of this Part and any other right under the Plan arising out of or related to reemployment after Service in the Uniformed Services does not apply unless and until: the person is eligible for reemployment under 38 U.S.C. § 4304 [honorable discharge], the person applied for reemployment in compliance with 38 U.S.C. § 4312, and the Participant or Employee furnishes to the Plan Sponsor satisfactory documentation concerning the Service in the Uniformed Services 38 U.S.C. § 4312(e)(3)(B),.

8.1.1 Effective Dates

Consistent with USERRA § 8, the provisions of United States Code title 38 chapter 43, as in effect on the day before the date of enactment of USERRA, apply to reemployments before December 12, 1994. Consistent with USERRA § 8, the provisions stated in this Part apply to reemployments on or after December 12, 1994, except that any obligation under this Part shall not commence until October 13, 1996.

8.2 Definitions

Solely for the purposes of this Part (including any Provision or Definition that refers to this Part), each of the following terms has the meaning stated below.

8.2.1 “Qualified Military Service”

means, consistent with IRC § 414(u)(5), any Service in the Uniformed Services (as defined below) if the individual is entitled to reemployment rights under USERRA with respect to such service.

8.2.2 “Service in the Uniformed Services”

means, consistent with 38 U.S.C. § 4303(13), the performance of duty on a voluntary or involuntary basis in a Uniformed Service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

8.2.3 “Uniformed Service”

means, consistent with 38 U.S.C. § 4303(16), any one or more of the Armed Forces, the Army National Guard or the Air National Guard when engaged in active duty for training or inactive duty training or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President of the USA in time of war or emergency.

8.2.4 “USERRA”

means the *Uniformed Services Employment and Reemployment Rights Act of 1994* (Public Law No. 103-353) [October 13, 1994] codified at 38 U.S.C. § 4301 et seq..

8.3 Service crediting

Consistent with 38 U.S.C. § 4318(a)(2)(A) and IRC § 414(u)(8)(A), a person reemployed under 38 U.S.C. § 4301 et seq. shall be treated as not having incurred a break-in-service by reason of such person's period(s) of Qualified Military Service.

Consistent with 38 U.S.C. § 4318(a)(2)(B) and IRC § 414(u)(8)(B), upon reemployment under 38 U.S.C. § 4301 et seq., each period of Qualified Military Service shall constitute service under this Plan for the purpose of determining the nonforfeitability of the Participant's accrued benefits under this Plan and for the purpose of determining the accrual of benefits under this Plan.

8.4 Compensation

Consistent with 38 U.S.C. § 4318(b)(3) and IRC § 414(u)(7) and IRC § 457(e)(5), for the purposes of computing any Contributions required or permitted under this Part, the reemployed Participant's Compensation during the period of Qualified Military Service shall be either the Compensation the Participant would have received during such period if the Participant were not in Qualified Military Service, determined based on the rate of pay the Participant would have received from the Participating Employer but for absence during the period of Qualified Military Service, or, if the Compensation the Participant would have received during the period of absence for Qualified Military Service was not reasonably certain, the Participant's average Compensation from the Participating Employer during the 12-month period (or, if shorter, the entire period of employment) immediately preceding the Qualified Military Service.

8.5 Non-elective Employer Contributions

Consistent with 38 U.S.C. § 4318(b)(1) and IRC § 414(u), if a person is reemployed under 38 U.S.C. § 4301 et seq., with respect to the period(s) of Service in the Uniformed Services, the Participating Employer shall pay (if it has not already done so) and direct the Plan Administrator to allocate to the reemployed Participant's Account any Participating Employer Non-elective Contribution for the Participant in the amount (without investment income or earnings of any kind) that would have been allocated to the Participant's Account if the Participant had been actively at work for the Participating Employer.

8.6 Matching Employer Contributions

Consistent with 38 U.S.C. § 4318(b)(2), if a person is reemployed under 38 U.S.C. § 4301 et seq. and makes Employee Contributions as permitted by Provision 8.7, and if permitted under the plan, with respect to the period(s) of Service in the Uniformed Services, the Participating Employer shall pay (if it has not already done so) and direct the Plan Administrator to allocate to the reemployed Participant's Account any Participating Employer Contribution for the Participant in the amount (without investment income or earnings of any kind) that would have been allocated to the Participant's Account if the Participant had been actively at work for the Participating Employer to the extent that the reemployed Participant makes payment to the Plan for Employee Contributions. Consistent with IRC § 414(u)(2)(A)(ii), the Participating Employer has no obligation to pay the

Matching Contribution until and its obligation is only to the extent that the reemployed Participant pays his or her Employee Contribution, if permitted under the Plan.

8.7 Employee Contributions

Consistent with 38 U.S.C. § 4318(b)(2) and IRC § 414(u)(2), if a person is reemployed under 38 U.S.C. § 4301 et seq., with respect to the period(s) of Service in the Uniformed Services, the Participant may pay, if permitted under the Plans (if he or she has not already done so) and the Participating Employer shall direct the Plan Administrator to allocate to the reemployed Participant's Account any Employee Contributions in the amount required or any amount permitted that would have been required or permitted to be made and then allocated to the Participant's Account if the Participant had been actively at work for the Participating Employer. No such payment shall exceed the amount the reemployed person would have been permitted to contribute had the person remained continuously employed by the Participating Employer throughout his or her Service in the Uniformed Services. Consistent with IRC § 414(u)(2)(A)(i), any such payment to the Plan may be made during the period beginning with the date of reemployment and whose duration is the lesser of five years or three times the period of the reemployed person's Service in the Uniformed Services.

9. Plan-approved Domestic Relations Order

9.1 Domestic relations order procedures

The Plan Sponsor may (but is not required to) establish written procedures for determining whether an order directed to the Plan is a Plan-approved Domestic Relations Order.

9.2 Determination as to order's status

The Plan Sponsor may make a determination on whether a final court order directed to the Plan is a Plan-approved Domestic Relations Order. The Plan Sponsor may delay the commencement of its consideration of any order until the later of the date that is 30 days after the date of the order or the date that the Plan Sponsor is satisfied that all rehearing and appeal rights with respect to the order have expired.

9.3 Investment direction during domestic relations matter

Notwithstanding any notice to the Plan Sponsor (or to any other person dealing with or performing services regarding the Plan) that a domestic relations order is or may be presented to be determined as a Plan-approved Domestic Relations Order, the Participant shall continue to exercise his or her duty of investment direction as required by the Plan unless a court order expressly provides otherwise and the Plan Sponsor determines that the court order is a Plan-approved Domestic Relations Order. If a Plan-approved Domestic Relations Order provides for an Alternate Payee (or any person other than the Participant) to have a right of investment direction under the Plan, the Plan Sponsor shall give effect to that court order to the extent permitted by the Plan.

9.4 Giving effect to a Plan-approved Domestic Relations Order

If the Plan Sponsor determines that an order is a Plan-approved Domestic Relations Order, the Plan Sponsor shall instruct the Plan Administrator to instruct the Issuer to cause the payment of amounts pursuant to or segregate a separate sub-Account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-approved Domestic Relations Order.

9.5 Domestic relations proceeding

Each of the Participating Employer and the Master Trustee and the Plan Administrator and the Agent and each Issuer and any person serving under contract or otherwise with respect to the Plan shall not be obligated to incur any cost to defend against or set aside any judgment, decree, or order relating to the division, attachment, garnishment, or execution of or levy upon the Participant's Plan Account or any Distribution, including (but not limited to) any domestic relations proceeding. Notwithstanding the foregoing, if any such person is joined in any proceeding, the party may take such action as it considers necessary or appropriate to protect any and all of its legal rights, and the Participant (or Beneficiary) shall reimburse all actual fees of lawyers and legal assistants and expenses reasonably incurred by such party.

10. Permitted Distribution

10.1 Permitted Distribution for inactive Participant

Consistent with IRC § 457(e)(9)(A), a Participant (but not a Beneficiary or Alternate Payee) may elect to receive a Permitted Distribution if the Participant's Account does not exceed the amount described in IRC § 457(e)(9)(A) and the Participant has not made and the Participant's Account has not received any Contributions during the two-year period that ends on the date of the Permitted Distribution and the Participant has not previously received any Permitted Distribution under this Plan.

10.2 Permitted Distribution paid as a lump sum

A Permitted Distribution shall be payable only as a lump sum.

11. Hardship Distribution

11.1 Hardship Distribution

If, before his or her Severance, or after his or her Severance and after he or she has made an irrevocable election of his or her Distribution Commencement Date but before his or her Distribution Commencement Date, the Participant has an unforeseeable emergency

that is approved by the Plan Sponsor as satisfying Provision 11.2, the Participant (but not a Beneficiary or Alternate Payee) is entitled to receive a Hardship Distribution (as a cash lump sum) of the amount determined by the Plan Sponsor to be the amount that is reasonably needed to satisfy the emergency need.

11.2 Definition of unforeseeable emergency

An unforeseeable emergency means a severe financial hardship to the Participant resulting from

- a sudden and unexpected illness or accident of the Participant, or
- a sudden and unexpected illness or accident of a dependent (as defined by IRC § 152(a)) of the Participant, or
- loss of the Participant's property due to casualty, or
- other similar and extraordinary unforeseeable circumstances arising as a result of events beyond the control of the Participant.

A need to send the Participant's child to college or a desire to purchase a home is not an unforeseeable emergency.

A Participant's (or his or her dependent's) circumstances is not an unforeseeable emergency and a Hardship Distribution shall not be paid to the extent that the financial hardship is or may be relieved

- through reimbursement or compensation by insurance or otherwise,
- by borrowing from commercial sources on reasonable commercial terms to the extent that this borrowing would not itself cause a severe financial hardship,
- by cessation of deferrals under the Plan, or
- by liquidation of the Participant's other assets (including assets of the Participant's Spouse and minor children that are reasonably available to the Participant) to the extent that this liquidation would not itself cause severe financial hardship.

For the purposes of the preceding sentence, the Participant's resources shall be deemed to include those assets of his or her spouse and minor children that are reasonably available to the Participant; however, property held for the Participant's child under an irrevocable trust or under a *Uniform Gifts to Minors Act* Master Trusteeship or *Uniform Transfers to Minors Act* Master Trusteeship shall not be treated as a resource of the Participant.

11.3 Plan Sponsor must determine hardship

The Plan Sponsor must determine whether the circumstances of the Participant constitute an unforeseeable emergency within the meaning of Provision 11.2.

Following a uniform procedure, the Plan Sponsor's determination shall consider any facts or conditions deemed necessary or advisable by the Plan Sponsor, and the Participant shall be required to submit any evidence of his or her circumstances that the Plan Sponsor requires. The determination as to whether the Participant's circumstances are a case of hardship shall be based on the facts of each case; provided however, that all determinations as to hardship shall be uniformly and consistently made according to the provisions of the Plan for all Participants in similar circumstances.

The Plan Sponsor may require that any statement made as part of a claim for a Hardship Distribution be made under penalties of perjury. The Plan Sponsor may require that any statement made as part of a claim for a Hardship Distribution be signed in the presence of a Notarial Officer.

12. Retirement Distribution

12.1 Retirement Distribution

Upon his or her Severance, the Participant is entitled to receive his or her Account (not earlier than the applicable Distribution Commencement Date) under any Payout Option that satisfies the provisions of the Plan.

12.1.1 Transfer of Deferred Compensation to another eligible Participating Employer

Consistent with IRC § 457(e)(10), upon his or her Severance, a Participant may elect (in the form prescribed by the Plan Administrator) to transfer his or her Account and his or her rights in and to the Plan to another eligible deferred compensation plan (within the meaning of IRC § 457(b)), provided that the Plan Sponsor and Plan Administrator are satisfied that the other plan will accept the transferred amount and obligation.

12.1.2 Deemed Distribution

Upon his or her Severance, if the Participant's Account is not more than \$0 (as of the date of or the Valuation Date next following his or her Severance), the Participant shall be deemed to have received a full Retirement Distribution.

12.2 Election of Distribution Commencement Date

If the Participant's Severance occurred before October 15, 2001, not later than 60 days after the date of his or her Severance (and not earlier than the date of the Severance), the Participant shall irrevocably, except as provided by Provision 12.2.2, elect, with respect to all of his or her Account or to each portion of his or her Account that is attributable to

each Investment, to defer payment of his or her Deferred Compensation until a fixed future time [the “Distribution Commencement Date”] that is consistent with the provisions of the elected Payout Option and that is at least 75 days after the date that the election is made and that is consistent with the requirements of provision 12.4 [“Minimum distribution”].

12.2.1 Default Distribution Commencement Date

If the Participant’s Severance occurred before October 15, 2001 and the Participant does not make an election required by Provision 12.2, the Participant shall receive payment (according to the “default” Payout Option provided by Provision 12.3.1) on the first business day of the calendar month that commences not earlier than 90 days and not later than 120 days after the date of the Participant’s Severance, or the earlier date that is necessary to satisfy the requirements of Provision 12.4.

12.2.2 Election to defer Distribution Commencement Date

Consistent with IRC § 457(e)(9)(B), if the Participant has elected (or is deemed to have elected) a Distribution Commencement Date, the Participant may elect a later Distribution Commencement Date if the Participant has not made any previous election under this sentence.

12.3 Election of Payout Option

If the Participant’s Severance occurred before October 15, 2001, not later than 60 days before the Distribution Commencement Date, the Participant shall irrevocably elect a Payout Option that satisfies the requirements of Provision 12.4.

12.3.1 Default Payout Option

If the Participant’s Severance occurred before October 15, 2001 and the Participant does not make an election required by Provision 12.3, the Distribution shall be paid as a cash lump sum of the amount or cash value of all Investments held for the Participant’s Account.

12.4 Minimum distribution

Any Retirement Distribution shall be made according to a Payout Option that begins not later than the Required Beginning Date and that meets the requirements of IRC § 401(a)(9) and IRC § 457(d)(2).

13. Death Distribution

13.1 Death Distribution

Upon the Participant’s death before a Retirement Distribution has begun, each Beneficiary is entitled (not earlier than the applicable Distribution Commencement Date)

to receive his or her or its separate account under the Participant's Account under any Payout Option that satisfies the provisions of the Plan.

13.1.1 Deemed Distribution

Upon the Participant's death, if the Account is not more than \$0 (as of the date of or the Valuation Date next following the Participant's death), each Beneficiary shall be deemed to have received a full Death Distribution.

13.2 Election of Distribution Commencement Date

If the Participant's death occurred before October 15, 2001, not later than 60 days after the date of the death (and not earlier than the date of the death), each Beneficiary may irrevocably elect to defer payment, with respect to all of his or her or its interest or to each portion of his or her or its interest that is attributable to each Investment, until a fixed future time [the "Distribution Commencement Date"] that is consistent with the provisions of the elected Payout Option and that is at least 75 days after the date that the election is made and that is consistent with the requirements of Provision 13.4.

13.2.1 Default Distribution Commencement Date

If the Participant's death occurred before October 15, 2001 and a Beneficiary does not make an election required by Provision 13.2, the Beneficiary shall receive payment (according to the "default" Payout Option provided by Provision 13.3.1) on the first business day of the calendar month that commences not earlier than 90 days and not later than 120 days after the date of the death.

13.3 Election of Payout Option

If the Participant's death occurred before October 15, 2001, not later than 60 days before the Distribution Commencement Date, the Beneficiary shall irrevocably elect a Payout Option that satisfies the requirements of Provision 13.4.

13.3.1 Default Payout Option

If the Participant's death occurred before October 15, 2001 and a Beneficiary does not make an election required by Provision 13.3, the Distribution shall be paid as a cash lump sum.

13.4 Minimum distribution

Any Death Distribution shall begin no later than the Required Beginning Date, and the Account shall be distributed in compliance with IRC § 401(a)(9).

14. Direct Rollover

14.1 Direct Rollover

Consistent with IRC § 401(a)(31) and IRC § 457(d)(1)(C), for any Distribution paid after December 31, 2001 that is an eligible rollover distribution, the Distributee may elect, at the time and in the manner prescribed by the Plan Sponsor, to instruct the Plan Sponsor (and the Issuer) to have any portion of an eligible rollover distribution (within the meaning of IRC § 402(f)(2)(A)) paid directly to an eligible retirement plan (within the meaning of IRC § 402(c)(8)(B)) specified by the Distributee.

15. Administration of Distribution provisions

15.1 Claim for Distribution

Any Distribution shall be paid only upon a completed and properly executed written claim made in a form acceptable to the Plan Sponsor that states under penalties of perjury all facts and authorizations necessary or appropriate to the Distribution, including but not limited to:

- if the Distribution is a Retirement Distribution, appropriate evidence that the Participant has a Severance;
- if the Distribution is a Transfer Distribution, the Distributee's instruction as to the name and address of the trustee of the transferee eligible deferred compensation plan together with any other information that the Plan Sponsor, Plan Administrator or Master Trustee or Issuer reasonably requests;
- if the Distribution is a Death Distribution, appropriate evidence of the Participant's death;
- if the Distribution is a Hardship Distribution, an appropriate certificate or evidence of the facts constituting the Participant's unforeseeable emergency;
- if the Participant has a designated Beneficiary, the date-of-birth of the Designated Beneficiary;
- if the Distribution is in the form of an Annuity Payout Option, the date-of-birth of any annuitant designated under the Annuity Payout Option; and
- whenever required by the Plan Sponsor, the date-of-birth of any person as relevant to the Distribution; and
- if the Account consists of more than one Investment, the order in which any Investments are to be charged or liquidated to pay the Distribution; and

- if the amount of the Distribution is greater than a uniform amount established by the Plan Sponsor, appropriate assurance (including a Signature Guarantee) that the Participant's or Beneficiary's signature is genuine; and
- any other evidence or information that the Plan Sponsor finds is relevant to administer a provision of the Plan in the Participant's or Beneficiary's and the Distributee's circumstances.

Absent contrary evidence actually known to the Plan Sponsor, an appropriate death certificate or a court order stating that the Participant is found to be absent and presumed dead shall constitute appropriate evidence of the Participant's death.

If the Distributee fails to submit proper instructions, the Plan Sponsor may, at its discretion, deny the claim; or may determine which Plan Investment(s) and investment options are to be charged.

15.2 Time for Distribution

The Plan Sponsor may require for payment of any Distribution a minimum advance notice, uniformly determined and consistently applied. In addition to the above, no payment can be made before the Distribution Commencement Date.

15.3 Plan Sponsor to approve

Payments shall not begin until the Plan Sponsor has approved: the Distribution, and the claim for payment, and the Payout Option as satisfying the provisions of the Plan.

15.4 Payout Option

The election of a Payout Option by a Participant or a Beneficiary must be made no later than thirty (30) days before the commencement of such benefits. Subject to restrictions established by the Plan Sponsor, the Plan shall permit payout options in the form of lump sums, periodic payments of a fixed amount or fixed duration, or life contingent annuities. Absent such election, the Account will be paid in a lump sum.

15.5 Payor may rely on apparent entitlement

The Participating Employer and the Plan Administrator and the Master Trustee and the Issuer and the Agent [a "payor"] are not liable for having made a payment under an unclear Beneficiary designation or Participation Agreement to a person not entitled to the payment, or for having taken or omitted any other action in good faith reliance on a person's apparent entitlement under the Plan, before the payor actually received written notice of a claimed lack of entitlement under this Plan.

Any payor of any Distribution is not liable for having made a payment or having transferred an item of property to a beneficiary designated in a beneficiary designation (or in a similar writing reasonably believed to constitute a beneficiary designation) who is not entitled to the Distribution, or for having taken any other action in good faith reliance on the beneficiary's

apparent entitlement under the terms of the beneficiary designation before the payor received written actual notice alleging that the beneficiary was not entitled to the Distribution.

15.6 Instruction to Issuer

Any Distribution is payable by or on behalf of the Master Trustee or Issuer only upon the Master Trustee's or Issuer's receipt in good order of the Plan Sponsor's approval of the Distributee's claim.

Except to the extent otherwise expressly provided by the Investment(s), any payment or Payout Option shall be determined as of the Valuation Date requested by the Participant or Beneficiary, or if later, as of the Valuation Date that next follows the Issuer's or Master Trustee's receipt in good order (within the meaning of the Investment(s) or applicable law) the approved claim.

15.7 Delay of payment

The Plan Sponsor, in its sole discretion, may delay payment of an approved Distribution:

- to receive any necessary information,
- to permit a valuation of the Account,
- to permit any necessary or appropriate liquidation of assets,
- if a dispute arises as to the proper payee (refer to Provision 15.8 below),
- if the Plan Sponsor has notice of a domestic relations case or petition that may involve the applicable Account,
- if the Plan Sponsor has notice of a bankruptcy case or petition that may involve the applicable Account,
- if the Plan Sponsor has notice of any legal proceeding or petition that may involve the applicable Account, or
- for any reason described elsewhere in this Plan, or
- for any other lawful purpose.

Without limiting the comprehensive effect of the above, to the extent that any Distribution requires a redemption or transfer of Fund shares, the Plan Sponsor shall delay the Distribution during any period: when the NYSE is closed other than for a weekend or a holiday, or when trading on the NYSE is restricted (as determined by the SEC), or when an emergency exists making disposal of a Fund's securities or valuation of a Fund's net assets not reasonably practicable, or when the SEC has required or permitted the suspension of

redemptions or transfers by order, or during any period otherwise described by § 22(e)(1)-(3) of the *Investment Company Act of 1940*, as amended [15 U.S.C. § 80a-22(e)(1)-(3)].

If the Participant received an allocation of Employer Contributions for a period that included his or her absence under a federal or state *Family and Medical Leave Act*, the Plan Sponsor shall delay payment of any Distribution until the Plan Sponsor is satisfied that the Participant has returned to work from such absence or that the Participant will not or did not return to work from such absence.

15.8 Dispute as to proper recipient

If a dispute arises as to the proper recipient of any payment(s) under the Plan, the Plan Sponsor, in its sole discretion, may instruct the Issuer(s) to withhold payment until the dispute is determined by a court of competent jurisdiction or is settled by the parties concerned.

15.9 Doubt as to proper payee

If the Plan Sponsor determines that there is doubt as to the proper construction of the Plan with respect to determining the Beneficiary(s) or other proper payee(s) under the Plan, the Plan Sponsor shall construe the Plan to state provisions consistent with the Uniform Probate Code applied as though the interest under the Plan were an interest to a commercial annuity contract, to the extent that any such construction is not inconsistent with any requirement of IRC § 457(b).

15.10 Distribution to minor Beneficiary

If a Distribution is to be made to a minor Beneficiary, any payment(s) may, except to the extent prohibited by applicable law, be paid to a responsible person according to the following order:

- as instructed by an appropriate court,
- to the duly appointed and currently acting guardian or conservator of the Beneficiary,
- to the custodial parent of the Beneficiary,
- to a responsible adult with whom the Beneficiary maintains his or her residence,
- to a responsible adult who is a relative of the Beneficiary,
- to a Master Trustee for the Beneficiary under the *Uniform Transfers to Minors Act* or *Uniform Gifts to Minors Act*,
- to the court having jurisdiction over the estate of the Beneficiary,
- to any person determined by the Plan Sponsor to be a proper recipient for the Beneficiary.

This payment shall be in full satisfaction of all claims. The Plan Sponsor has no duty to supervise or inquire into the application of any amount(s) so paid.

If at the time a Distribution begins the Beneficiary is a minor and the Plan Sponsor begins payments to another person under this Provision, the Plan Sponsor may continue all payments under the Distribution to the other person notwithstanding that the Beneficiary may have attained full age, unless the Beneficiary files a written claim according to all of the requirements of the Plan, including furnishing satisfactory evidence that he or she is of full age.

15.11 Distribution to incompetent Participant or Beneficiary

If a Distribution is to be made to a Participant or Beneficiary that the Plan Sponsor finds to be unable to manage property effectively for any reason including (but not limited to) mental illness, mental deficiency, physical illness, physical disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance, any payment may be paid according to the terms of the applicable Investment(s) (if any) or according to applicable Investment Law (if any), or the Plan Sponsor may direct payment(s) according to the following order:

- as instructed by an appropriate court,
- to the duly appointed and currently acting legal guardian of the estate of the Participant or Beneficiary,
- to the duly appointed and currently acting conservator of the Participant or Beneficiary,
- to the duly appointed and currently acting attorney-in-fact under a durable power-of-attorney if the Plan Sponsor finds that the power-of-attorney provides sufficient power to authorize the attorney-in-fact to receive the Deferred Compensation,
- to a responsible adult with whom the Participant or Beneficiary maintains his or her residence,
- to a responsible adult who is a relative of the Participant or Beneficiary,
- to any person determined by the Plan Sponsor to be a proper recipient for the Participant or Beneficiary,
- to the court having jurisdiction over the estate of the Participant or Beneficiary.

This payment shall be in full satisfaction of all claims. The Plan Sponsor has no duty to supervise or inquire into the application of any amount(s) so paid.

If at the time a Distribution begins the Participant or Beneficiary is an incompetent or incapacitated (as described above) and the Plan Sponsor begins payments to another person under this Provision, the Plan Sponsor may continue all payments under the Distribution to the other person notwithstanding that the Participant or Beneficiary may have become competent or may have been adjudicated as competent, unless the Participant or Beneficiary files a written claim according to all of the requirements of the Plan, including furnishing a satisfactory court order that he or she is competent to manage his or her Deferred Compensation.

15.12 Inability to locate payee

If, at a time when a Distribution is required to be paid, any Distribution cannot be paid because the payee cannot be located upon reasonable efforts [including services available from the IRS under Rev. Proc. 94-22 and services available from the Social Security Administration], the Plan Sponsor may (but is not required to) direct each Issuer or the Agent to pay the Deferred Compensation into an interest-bearing FDIC-insured bank account opened in the payee's name, Taxpayer Identifying Number, and then-current address of record according to the Plan; and such deposit shall discharge the Participating Employer's obligation to pay Deferred Compensation.

15.13 Payment to Personal Representative

Any payment (or delivery of property) to the duly appointed personal representative of the Participant shall, to the extent of the payment (or delivery of property), bar recovery by any other person or entity, including every Beneficiary, and shall, to the extent of the payment (or delivery of property), discharge any obligation under the Plan.

15.14 Disclaimer by Beneficiary

Any Beneficiary may renounce or disclaim all or any part of any Deferred Compensation by filing a written irrevocable disclaimer not later than 31 days before the Distribution begins or any payment is otherwise to be made and before acceptance of any Deferred Compensation. An acceptance may be express or may be inferred from actions or facts and circumstances, including (but not limited to) those actions described in the *Uniform Probate Code* as establishing an inference of acceptance. In addition to any requirements under State law, the disclaimer is not effective unless the disclaimer describes the Deferred Compensation renounced, expressly declares the renunciation and the extent of it, expressly states the Beneficiary's belief upon reasonably diligent examination that no creditor of the Beneficiary (or, if the Beneficiary is an executor or trustee or guardian or other fiduciary, of any current or reasonably anticipated beneficiary of the estate or trustee or guardianship or other fiduciary relationship or entity) would be adversely affect by the disclaimer, expressly states that the disclaimer is irrevocable, is signed by the Beneficiary, meets all requirements of IRC § 2518 such that the disclaimer would be treated as effective for federal gift and estate tax purposes, and otherwise is made in a form that is acceptable to the Plan Sponsor. Notwithstanding any State law that would permit otherwise, if the Beneficiary is a minor or an incapacitated person, any disclaimer cannot have any effect regarding the Plan until the court having jurisdiction of the minor's or incapacitated person's estate authorizes the disclaimer after finding that it is advisable and will not materially prejudice the rights of any

interested person. Any Deferred Compensation disclaimed shall be payable as if the Beneficiary who submitted the disclaimer died before the Participant.

15.15 Receipt and release

Any Distribution or payment or any agreement to make a payment(s), or any transfer of Deferred Compensation to another eligible deferred compensation plan, shall, to the extent of the Distribution or payment(s) or the agreement, be in full satisfaction of all claims. The Plan Sponsor, in its sole discretion, may require any Distributee or payee, as a condition precedent to making or causing to be made any payment(s) or agreement, to execute a receipt and release.

15.16 Direct Rollover of Distribution

Consistent with IRC § 457(d)(1)(C) and IRC § 457(e)(16), a Participant may elect (in the form prescribed by the Plan Administrator) a direct rollover of an eligible rollover distribution.

16. Plan Sponsor and Plan Administrator

16.1 Plan Sponsor has full authority

The Plan Sponsor has full and complete authority and discretion to control and manage the operation of and shall decide all matters under the Plan. The Plan Sponsor has any and all powers as may be necessary or advisable to discharge its duties under the Plan, and has complete discretionary authority to decide all matters and questions under the Plan.

The Plan Sponsor and Plan Administrator do not have any duties concerning the selection of Investments.

16.2 Plan Sponsor must decide all matters

The Plan Sponsor must decide all matters under the Plan. The discretionary decisions of the Plan Sponsor are final, binding, and conclusive on all interested persons for all purposes.

Without limiting the comprehensive effect of the above, the Plan Sponsor's discretionary decisions may include, but shall not be limited to, any decision as to: whether a natural person is an Employee, whether an Employee belongs to a particular employment classification, whether an Employee is an eligible Employee, the amount of a Participant's Compensation, the amount of Contributions to be made, whether an amount of Contributions exceeds the limits prescribed by the Plan, whether a court order shall be recognized, whether a Participant (or any other person) has established the presence or absence of a Spouse, whether a Payout Option is an Annuity Payout Option, whether a Participant has incurred an unforeseeable emergency, whether a Participant has a Severance, whether a Beneficiary Designation is valid or effective, who is the proper Beneficiary, whether a Participant or Beneficiary is a minor or is of full age, whether a Participant or Beneficiary is an

incompetent, the person who is a proper recipient for a Participant or Beneficiary who is a minor or an incompetent, whether any power-of-attorney is effective and acceptable to act with respect to the Plan, whether a Signature Guarantee is required, whether a Signature Guarantee is acceptable for any purpose under the Plan.

16.3 Determinations to be uniformly made

To the extent necessary to avoid discrimination prohibited by any employment law, any determination or decision required or permitted to be made for the purposes of the Plan by the Plan Sponsor shall be uniformly and consistently made according to reasonable procedures established and maintained by the Plan Sponsor.

16.4 Plan Administrator is responsible

The Plan Administrator is responsible for performing all duties agreed to regarding the operation of the Plan, and is responsible for supervising the performance of any other persons who may assist in the performance of the Plan Administrator's responsibilities. The Plan Administrator does not have the authority or discretion to perform activities or decide any matter or question not provided for under the Plan, such as, but not limited to, forfeiture of retirement benefits determinations under Section 112.3173, Florida Statutes, and any such activities or decisions shall be the sole responsibility of the Plan Sponsor.

16.5 Information from Participating Employer

To enable the Plan Administrator to perform its responsibilities, the Participating Employer(s) shall promptly provide to the Plan Administrator complete and accurate information on any matter under the Plan. The Plan Administrator shall rely upon this information as supplied by the Participating Employer, and shall have no duty or responsibility to verify this information.

16.6 Plan Administrator may delegate or contract

Except as prohibited by the Enabling Statute or other State law, the Plan Administrator may, except when expressly prohibited by this Plan, delegate any of its duties to any Participating Employer, or to any officers, employees, or agents of any kind. Except as prohibited by the Enabling Statute or other State law, the Plan Administrator may, except when expressly prohibited by this Plan, contract any of its duties to the Agent or otherwise.

16.7 Plan services

The Plan Administrator may contract with any person to provide services to assist in the administration of the Plan. The Plan Administrator must make such contracts in compliance with the Enabling Statute and other applicable State law.

Any person other than the Plan Administrator who performs services regarding the Plan (including but not limited to the Agent) is subject to the supervision and direction of the Plan Administrator, and does not have authority to control the operation of the Plan.

Any person other than the Plan Administrator who performs services regarding the Plan (including but not limited to the Agent) is entitled to rely upon any direction, instruction, information, or action (or failure to act) of the Plan Sponsor or Plan Administrator as being proper under this Plan, and is not required to inquire into the propriety or correctness of any such direction, instruction, information, or action.

16.8 Plan Sponsor official may not decide personal benefit

An individual shall recuse himself or herself from and shall take no part in any Plan Sponsor determination or decision specifically relating to his or her own participation or Deferred Compensation, unless his or her abstention would render the Plan Sponsor, committee or organization incapable of acting on the matter.

17. General provisions

17.1 Anti-alienation

In addition to (and not by limitation upon) the provisions of the Plan and any provision of applicable law, any benefit or interest available under the Plan, or any right to receive or instruct payments under the Plan, or any Distribution or payment made under the Plan shall not be subject to assignment (except under a disclaimer permitted by Provision 15.14 [“Disclaimer by Beneficiary”]), alienation, garnishment, attachment, transfer, anticipation, sale, mortgage, pledge, hypothecation, commutation, transfer by operation of law, execution, or levy (except according to Provision 17.9 [“IRS levy”]), or other encumbrance of any kind, whether by the voluntary or involuntary act of any interested person, for any reason (including but not limited to, divorce, marital separation, alimony, child support, bankruptcy, insolvency), or any other order of any court at law or equity.

The Participant or Beneficiary has no right to commute, sell, assign, pledge, transfer, or otherwise convey, use, or encumber any right or future interest to receive any payments under the Plan, and each such right or interest is expressly declared to be non-assignable and non-transferable. Any attempted alienation or encumbrance is void.

Any right of the Participant or Beneficiary is personal and, except as provided below, cannot be exercised by any personal representative, attorney, trustee, guardian, conservator, trustee in bankruptcy, court of law or equity, or other person or entity seeking to act in the name of or by the right of the Participant or Beneficiary. However, the Plan Sponsor may accept instructions given by a personal representative if the Participant or Beneficiary is determined to be incompetent or incapacitated by a court of competent jurisdiction or by written expert opinion acceptable to the Plan Sponsor.

This Provision shall not be construed to preclude the payment of any Fees or any expenses (including taxes) of the Master Trustee. Deferred Compensation (and any right

or future interest of the Participant or Beneficiary) is not subject to the rights of creditors of the Participant or Beneficiary.

17.2 Litigation

Each of the Participating Employer and the Master Trustee and the Plan Administrator and the Agent and each Issuer and any person serving under contract or otherwise with respect to the Plan shall not be obligated to incur any cost to defend against or set aside any judgment, decree, or order relating to the division, attachment, garnishment, or execution of or levy upon the Participant's Plan Account or any Distribution, including (but not limited to) any order in any bankruptcy proceeding of any kind. Notwithstanding the foregoing, if any such person is joined in any proceeding, the party may take such action as it considers necessary or appropriate to protect any and all of its legal rights, and the Participant (or Beneficiary) shall reimburse all actual fees of lawyers and legal assistants and expenses reasonably incurred by such party.

17.3 Claims procedure

By the terms of the Plan, the claimant (or other aggrieved person) shall not be entitled to take any legal action (including but not limited to instituting any arbitration procedure) or otherwise seek to enforce a claim to benefits or rights under the Plan until he or she or it has exhausted all claims and appeals procedures provided by the Plan.

In considering claims under the Plan, the Plan Sponsor has full power and discretionary authority to construe and interpret the provisions of the Plan, and of any law governing or applying to or relating to the Plan.

17.4 Construction

The Plan shall be construed and interpreted according to Part 20.

17.5 Expenses

Unless the Participating Employer specifically provides otherwise, the Participating Employer shall not incur any expense in the operation and administration of the Plan other than for its obligations to make deferrals of compensation and to pay the Deferred Compensation as provided by the Plan. The Plan shall make reasonable charges against and from the Accounts of Participants for any expenses for the administration of the Plan.

Upon the Plan Sponsor's written instruction, the Plan Sponsor (or any party acting for it or under contract to the Plan) shall be reimbursed from the Plan assets, except to the extent inconsistent with the Enabling Statute, for any expense (including actual fees of lawyers and legal assistants) reasonably incurred in performing services with respect to the Plan. Except as otherwise provided or permitted by the Plan, the reimbursement shall be effected by deducting a charge against all Accounts according to an equitable method determined by the Plan Sponsor.

If any kind of legal action or other proceeding regarding the Plan to which the Participating Employer or the Plan Administrator or the Master Trustee or any Issuer or any Agent (or any other person acting for or at the request of any of them) [each an

“indemnified party”] may be a party is brought by a Participant or Beneficiary (or by a person or entity claiming through a Participant or Beneficiary), and the legal action is resolved in favor of the indemnified party, each indemnified party participating in or contributing to the defense of the legal action shall be entitled to be reimbursed from the Participant’s Account for any and all actual fees of lawyers and legal assistants and other expenses reasonably incurred in the defense of the legal action or proceeding.

If the IRS determines, and the determination is not contested, or if contested, is finally upheld (or otherwise finally determined), or if a final court order (that is not appealed) decides that any payment of expenses is a violation of IRC § 457(g), each person who received a payment that was determined to be a violation of IRC § 457(g) shall pay full restoration into the Plan to the extent of the improperly paid expense (including fair interest from the date the expense was improperly paid to the date that restoration is made).

17.6 Forfeiture

To the extent required by applicable State law and not precluded by Provision 1.7, if the Participant pleads guilty or is convicted of a crime or offense relating to his or her government office or government employment and a court order provides for restitution relating to such crime or offense, the Participant (or, after the Participant’s death, each Beneficiary) shall forfeit his or her or its Deferred Compensation to the extent that the Participant has not timely paid the restitution required by the court order.

17.7 Governing law

This Plan shall be governed by and construed and enforced according to the internal laws (without regard to the law of conflicts) of the State of Florida.

17.8 Insurance

The Plan Sponsor may purchase, with Plan assets or with other amounts, insurance protecting the Plan and the Plan Sponsor and the Plan Administrator and the Master Trustee and any person who is or may be an indemnified party and any other person acting or providing services regarding this Plan (whether or not the Plan has or may have the power to indemnify such persons) from liability or loss occurring by reason of the act or omission of the insured person or entity.

17.9 IRS levy

Notwithstanding any other provision of the Plan, the Plan Sponsor may pay to the IRS from a Participant’s (or Beneficiary’s) Account the amount that the Plan Sponsor finds is lawfully demanded under a levy issued by the IRS with respect to that Participant (or Beneficiary) or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant (or Beneficiary).

17.10 Medicare or Medicaid reimbursement

Solely to avoid an overpayment under Medicare or Medicaid or a similar healthcare program, if a Participant's services during any time that Contributions were made were an expense reimbursed by the Social Security Administration [SSA] or the Health Care Financing Administration [HCFA] or a similar government healthcare payer, and any Deferred Compensation attributable to such services is not to be paid to the Participant or his or her Beneficiary, the Participating Employer shall pay the attributable portion of the Participant's Deferred Compensation to the applicable government healthcare payer as of the first date that the Deferred Compensation is not to be paid to the Participant or his or her Beneficiary.

17.11 Mistaken contributions

If any Contribution (or any portion of a Contribution) is made by the Participating Employer by a good faith mistake of fact, upon receipt in good order (within the meaning of the Investment(s) or applicable law) of a proper request approved by the Plan Sponsor, the Issuer(s) shall, to the extent required or permitted by the Investment(s), return the amount of the mistaken contribution(s), except as limited below, to the Participating Employer, or to the extent required or permitted by the Investment(s) and approved by the Plan Sponsor, directly to the Participant to the extent of any mistaken Employee Contribution(s). The Participant's exercise of a "free look" or right-to-return or similar cancellation provision under applicable insurance or securities law is deemed to cause a Contribution to be by a good faith mistake of fact. Upon any return of a mistaken contribution, earnings or losses attributable to the mistaken contribution shall be determined according to the provisions of the applicable Investment or other applicable law.

If a court or agency having jurisdiction finally determines or if the Participating Employer or the Plan Administrator receives written legal advice (other than under a suit or proceeding initiated by the Participant) that any Participant was not an Employee at the relevant time or otherwise was not eligible to become a Participant, the Plan Administrator shall treat the mistakenly accepted Participant's Contributions and Plan Account, to the extent that the Participant was not eligible to make or receive the Contributions, as mistaken contributions.

17.12 Necessary information

The Participant (or Beneficiary or Alternate Payee) shall provide upon any request of the Plan Sponsor or the Agent any information that may be needed for the proper and lawful operation and administration of the Plan; including (but not limited to) the Participant's legal name, the Participant's Social Security Number [SSN] or other Taxpayer Identifying Number [TIN], the Participant's date of birth, each Beneficiary's legal name, each Beneficiary's Social Security Number [SSN] or other Taxpayer Identifying Number [TIN], each Beneficiary's date of birth. The Participant (or Beneficiary or Alternate Payee) shall promptly respond to and fully answer any reasonable inquiry related to these purposes. A failure to provide any information described above or which otherwise may be necessary or appropriate for the lawful operation of the Plan may result in a delay of

eligibility for participation, in a delay of the payment of Contributions, or in a delay or refusal by the Plan Sponsor, in its discretion, to authorize or permit any Distribution or payment. The Plan Sponsor or Plan Administrator (and any party acting for it) has the right to rely on any information or representation given by any Participant or Beneficiary or other party interested in the Plan. The Plan Sponsor or Plan Administrator has no duty to inquire into the accuracy or adequacy or truth of any such information or representation. Any such representation is binding upon any party seeking to claim through the Participant.

The Plan Sponsor may provide that any statement to be made or any information to be furnished must be made or furnished under penalties of perjury. Any notice to that effect may include a statement of the penalties for a violation of 18 U.S.C. § 1027, IRC § 7206, or other law. The absence of any such provision or notice shall not be construed to create or suggest any inference concerning the application of any law.

17.13 No contract of employment

Under no circumstances shall this Plan constitute or modify a contract of employment or in any way obligate the Participating Employer to continue the services of any Employee.

17.14 No right other than provided by the Plan

The existence of the Plan and the Participating Employer's or Master Trustee's purchase of any Investment(s) for the purposes of the Plan shall not be construed as giving to any Participant or Beneficiary or any other person any legal or equitable right against the Participating Employer or any Issuer or any other person or organization, except as expressly provided by the Plan.

17.15 Notices

Each Participant or Beneficiary shall be responsible for furnishing the Plan Sponsor (and the Agent and the applicable Issuer(s)) with his or her or its current address at all times. Any notice to a Participant or Beneficiary or Alternate Payee required or permitted to be given under this Plan shall be deemed given if directed to the proper person at the current address in any Plan (or Investment) record and mailed or otherwise delivered to that address. This Provision shall not be construed to require the mailing or delivery of any notice otherwise permitted to be given by posting or by publication.

17.16 Plan is binding

This Plan, and all acts and decisions taken under it, is binding and conclusive, for all purposes, upon all interested persons, and upon the heirs, executors, administrators, successors and assigns of any and all such persons.

The Plan shall not affect contracts or other dealings with a person who is not an interested person, unless a written agreement executed by that person expressly so provides.

17.17 Power-of-attorney

A power-of-attorney cannot be effective for any purpose with respect to the Plan unless the Plan Sponsor determines that the power-of-attorney is acceptable

The Plan Sponsor shall not accept a power-of-attorney until the Plan Sponsor determines that the power-of-attorney appears on its face to meet all of the following requirements:

- The power-of-attorney was made in a form and manner that is legally enforceable under applicable law.
- The power-of-attorney indemnifies the Plan Sponsor and the Agent and every person who may rely on the power-of-attorney against any liability that may arise out of the Plan Sponsor's acceptance of the power-of-attorney or any person's acts or omissions in reliance upon the power-of-attorney, even if revoked (including revocation by reason of the maker's death).
- The power-of-attorney expressly refers to this Plan with sufficient clarity so that the Plan Sponsor, in its sole discretion, believes that there is no confusion or ambiguity concerning whether an express power to act regarding this Plan was intended.
- The power-of-attorney unambiguously provides one or more powers to act regarding this Plan.
- The power-of-attorney meets any further requirements stated below in this Provision or otherwise under the Plan, and meets any other requirements reasonably requested by the Plan Sponsor.

Without limiting the comprehensive effect of the above, any power-of-attorney, including even a general power-of-attorney, cannot be effective to make or change the Participant's Beneficiary designation under the Plan unless the document, in the Plan Sponsor's sole opinion, expressly grants power to make or change Beneficiary designations under this Plan and refers to this Plan with sufficient clarity so that the Plan Sponsor, in its sole discretion, believes that there is no confusion or ambiguity concerning whether an express power to act regarding Beneficiary designations under this Plan was intended.

Without limiting the comprehensive effect of the above, any power-of-attorney, including even a general power-of-attorney, cannot be effective to exercise any right or privilege of investment direction under the Plan unless the document, in the sole opinion of the person that is requested to give effect to an investment instruction, expressly grants power to act regarding investment direction under this Plan and expresses the principal's (Participant's or Beneficiary's or Alternate Payee's) knowledge as to whether the attorney-in-fact is or is not a Registered Investment Adviser and refers to this Plan with sufficient clarity so that the Issuer determines that there is no confusion or ambiguity concerning whether an express power to act regarding investment direction under this Plan was intended. For the purpose of the preceding sentence, an investment advisory

agreement that conforms to the disclosure and investment advisory contract requirements of § 204 and § 205 of the federal *Investment Advisers Act of 1940*, as amended [15 U.S.C. § 80b-4, 15 U.S.C. § 80b-5] is deemed to constitute an acceptable power-of-attorney if it refers to the Plan or to the Investment held for the Participant's Plan Account.

17.18 Privacy

The Participating Employer may (but is not required to) take reasonable steps to protect Participants' privacy concerning participation under the Plan.

However, the Participating Employer and the Plan Administrator and any Agent and any Service Provider (and any other person acting for or at the request of any of them) may disclose information concerning the Participant's (or Beneficiary's) Account:

- when requested by the attorney-in-fact who is currently acting under a power-of-attorney that was accepted by the Plan Sponsor under Provision 17.17 ["Power-of-attorney"].
- when required by any court order or legal process.
- without a court order or legal process when reasonably requested by the IRS or the SEC or the NASD.
- when reasonably requested by a public accountant engaged by the Plan Administrator or by the Participating Employer or by the Master Trustee or by an Agent or by an Issuer.
- when, in the course of any proceeding relating to divorce, separation, or child support, an attorney-at-law states in writing that he or she represents the Participant's (or, after the Participant's death, the Beneficiary's) spouse or former spouse or child and that the information is reasonably related to such proceeding.
- when, in the course of the administration of any estate or succession, the Personal Representative (or an attorney-at-law who represents the Personal Representative) states in writing that he or she or it needs the requested information for the purpose of preparing a return of any estate tax, transfer tax, gift tax, inheritance tax, death tax, or similar tax, whether of the United States or any State or any foreign nation.

If a person presents himself or herself as an attorney-at-law and states that he or she has authority to act for a person or entity, the Plan Sponsor, Plan Administrator and the Agent shall be entitled without inquiry to assume, unless it has actual knowledge to the contrary, that the person so presenting himself or herself has the authority stated.

17.19 Protection of Issuers

Any Issuer shall not be liable in acting according to any instruction, if in writing or otherwise reasonably believed to be genuine, of its contract owner or other person that has the right to give instructions under the terms of the Investment, and shall not be required to question (unless otherwise provided by the applicable Investment) any action or inaction so instructed. The Issuer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Investment which it may issue regarding the Plan.

17.20 Relationship to other plans

This Plan is in addition to any other retirement, pension, or benefit plan presently in existence or later established (if any), and participation under the Plan shall not affect benefits or obligations of any person under any other plan, unless the plan is a deferred compensation plan subject to IRC § 457.

17.21 Restitution and restoration

In addition to (and not by limitation upon) any other remedy, including (but not limited to) any legal, equitable, remedial, or other relief, to the extent that any person breaches Provision 1.7 [“Exclusive benefit”], such person shall be personally liable to make good to the Plan (or, in an appropriate case, to the applicable Participant or Beneficiary or Alternate Payee) any losses to the Plan resulting from or arising out of each such breach, and to restore to the Plan any profits of such person which have been made through the breaching person’s improper use of Plan assets.

17.22 Service of legal process

Requests for information, claims or demands, legal process, and court orders are properly delivered when delivered to the Plan Sponsor at the principal place of business listed on the Adoption Agreement.

17.23 Severability

If a court finds that any provision of the Plan is invalid, the Plan shall be construed and enforced as if the invalid provision was not a provision of the Plan, unless the court finds that such a construction of the Plan would be clearly contrary to the intent of the Plan or would be contrary to IRC § 457(b) or would violate the Enabling Statute.

17.24 Signature

If a Participant or Beneficiary or Alternate Payee (or other person claiming through a Participant or Beneficiary or Alternate Payee) must submit any writing of any kind required or permitted under the Plan, the maker’s signature must be complete and formal, except as expressly provided by Provision 17.25. However, if the maker has a disability that precludes him or her from making a complete and formal signature and the Plan Sponsor finds that an accommodation may be required by the *Americans with Disabilities Act*, a writing is signed if it bears or includes or incorporates any symbol executed or adopted by or on behalf of the maker with a present intention to authenticate the writing,

or it is otherwise demonstrated to the satisfaction of the Plan Sponsor that the maker had (at the relevant time) a present intention to adopt the writing.

In addition to and not by limitation upon Provision 17.25, any writing of any kind required or permitted as to an Investment may be signed in any manner provided by the Investment, including, to the extent consistent with the Investment, applicable Investment Law.

17.25 Signatures and broad acceptance of writings

An instruction (but not a claim for any kind of Distribution) is considered to be written or in writing and signed according to the following broad provisions, except as otherwise specified by a uniform written procedure adopted by the Plan Sponsor.

“Written” or “writing” or “in writing” includes any intentional reduction to tangible form. Without limiting the comprehensive effect of the first sentence of this paragraph, any of the following is a writing and all of the following rules of construction apply in determining what is a writing and who made the writing. “Written” or “writing” or “in writing” includes handwriting, typewriting, printing. “Writing” includes any copy or reproduction, including (but not limited to) a photocopy, of an original writing. “Writing” includes a telefacsimile transmission. “Writing” includes a videotape or audiotape recording, including a recording of a telephone conversation; and a person’s commencement or continuation of a conversation after the person is informed that the conversation is or may be recorded shall be deemed such person’s intent to reduce the conversation to writing. Anything that is the subject of a written confirmation is deemed to be in writing. “Writing” or “written” includes anything that is recognized as such by the *Restatement of Contracts* or the *Uniform Commercial Code* as then-currently published or adopted by the American Law Institute or the National Conference of Commissioners on Uniform State Laws. “Writing” or “written” includes anything that is recognized as such under § 2(9) of the federal *Securities Act of 1933*, as amended [15 U.S.C. § 77b(9)] or any rule or regulation thereunder. A writing made by a person who appears to be an agent or attorney-in-fact is the writing of the apparent principal, unless the Plan Sponsor has actual knowledge that no agency exists. The Plan Sponsor in its sole discretion may construe any writing(s), and may combine separate writings, including writings that are not contemporaneous, so as to establish one integrated writing or instruction.

“Signed” or “signature” includes any symbol executed or adopted by a person with present intention to authenticate a writing. Without limiting the comprehensive effect of the first sentence of this paragraph, any of the following is a signature and all of the following rules of construction apply in determining what is a signature and who signed. Authentication may be handwritten, typed, printed, stamped, or otherwise written. A signature need not consist of the person’s legal name. A signature need not consist of the person’s entire name. A signature may be on any part of a writing (except as expressly limited below). A person who fills-out a form in his or her own handwriting or typewriting has signed that form or writing. Anything that is the subject of a written

confirmation is deemed to be signed if the recipient of the confirmation does not promptly object to the confirmation. For a conversation, a person's use of his or her voice is a signature. For a conversation, a person's compliance with the authentication procedure specified by the Plan Sponsor or its agent is a signature. "Signed" or "signature" includes anything that is recognized as such for any purposes by the *Restatement of Contracts* or the *Uniform Commercial Code* as then-currently published or adopted by the American Law Institute or the National Conference of Commissioners on Uniform State Laws. A signature need not be contemporaneous to the writing that it authenticates. A signature made by a person who appears to be an agent or attorney-in-fact is the signature of the apparent principal, unless the Plan Sponsor has actual knowledge that no agency exists. A writing that includes a forgery at the place where a signature customarily would be made is not signed by any person other than the forger.

Upon receiving anything that appears to be a writing, or anything that appears to be a signature or signed, the Plan Sponsor or Plan Administrator shall not be liable or responsible to anyone to the extent that it acted without actual knowledge that the writing was false or that the signature was a forgery.

17.26 Signature Guarantee

In addition to (and not by limitation of) any other provision of the Plan, for any claim or instruction of any kind the Plan Sponsor may require the person submitting the claim or instruction to include on the written claim or instruction a Signature Guarantee when required under a uniform written procedure of the Plan Sponsor.

17.27 Statute of limitations

As to any action at law or in equity under or with respect to this Plan (other than as described by the other sentence of this paragraph), the action shall be governed by (or precluded by) the relevant statute of limitations or statute of repose for actions upon a written contract according to the internal laws (without regard to the law of conflicts) of the State in which the Participating Employer is incorporated or organized. For any dispute that was resolved by arbitration, to the extent that the statute of limitations or statute of repose relating to any arbitration proceeding or arbitration award is not governed by the federal *Arbitration Act*, any arbitration proceeding or arbitration award or any other matter relating to arbitration shall be governed by the internal laws (without regard to the law of conflicts) of the State in which the arbitration was conducted.

17.28 Translations

This Plan or any part of it may be translated (at the sole discretion of the Plan Sponsor) into or summarized in another language(s) for the convenience of certain Employees. However, the original English language text of the Plan shall control, and the translation of the Plan has no effect in the construction of the Plan.

17.29 Unclaimed property

For the purposes of any unclaimed property statute, if a Distribution has not commenced, any Deferred Compensation does not become distributable until such time as a Distribution is mandatory under the terms of the Plan.

17.30 Unemployment compensation

For the purposes of any unemployment compensation law, a Distribution in one sum or as installments for a period of not more than one year, to the extent attributable to Employer Contributions, is deemed a severance payment and shall be so allocated (for the purposes of the applicable unemployment compensation law) over a period of weeks equal to the amount of the Distribution divided by the Participant's regular weekly pay before the Severance with this period beginning on the first week that begins after the date of the Severance.

17.31 Venue

If any person, including, without limitation, any Participant or Beneficiary or Alternate Payee or Distributee (or any person claiming through a Participant or Beneficiary or Alternate Payee or Distributee) brings or maintains any suit or action (other than as described by the other sentence of this paragraph) against the Plan Administrator or the Master Trustee or to which the Plan Administrator or the Master Trustee is or becomes a party, each such person hereby submits to exclusive jurisdiction and exclusive venue in the courts sitting in Leon County, Florida or in which the Plan Administrator has its principal place of business. However, any suit or action upon an arbitration award or relating to an arbitration shall be governed by the internal laws (without regard to the law of conflicts) of the State in which the arbitration was conducted, and each such person who is or was a party to an arbitration hereby submits to exclusive jurisdiction and exclusive venue in the courts sitting in and for the district in which the city or place of the arbitration is located.

18. Amendment

18.1 Master Trustee's right to amend the Plan

The Master Trustee has the right to amend the Plan at any time. The Participating Employer has the right to discontinue the Plan at any time, subject to the limitations set forth in the Trust Joinder Agreement and Master Trust Agreement. Any amendment of the Plan has no effect on the Master Trust Agreement. The Plan Sponsor may not amend the Plan in any way.

18.2 Amendment can't change exclusive benefit

To the extent required by Provision 1.7 ["Exclusive benefit"], any amendment of the Plan shall not be effective to the extent that the amendment has the effect of causing any Plan assets to be diverted to or inure to the benefit of the Participating Employer, or to be used for any purpose other than providing Deferred Compensations to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan.

18.3 Amendment can't provide any cutback

Any amendment shall not reduce the amount of Deferred Compensation credited to any Account before the date of the amendment, and shall not impair the rights of any person to the Deferred Compensation so credited.

18.4 Retroactive effect

Any amendment of the Plan may be given immediate or retroactive effect; provided that such immediate or retroactive effect does not cause the Plan to fail to meet the requirements of an eligible deferred compensation plan within the meaning of IRC § 457(b).

18.5 Merger or consolidation

To the extent that Accounts that are funded by a Master Trustee or other exclusive benefit arrangement in compliance with IRC § 457(g), this Plan may be merged or consolidated with, and such assets and liabilities may be transferred to, another eligible deferred compensation plan under IRC § 457(b) but only if the transferee plan meets the requirements of IRC § 457(g) and under the successor plan the Deferred Compensation with respect to each Participant is at least equal to the Deferred Compensation the Participant would have received if he or she had received a lump-sum distribution under the transfer or Plan immediately before the transfer, merger, or consolidation.

19. TERMINATION

19.1 Plan Termination by Participating Employer

A Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- a) The Governing Authority of the Participating Employer must adopt an ordinance or resolution terminating its participation in the Plan.
- b) The ordinance or resolution must specify when the Plan will be closed to any additional participation by Eligible Employees, which must be a date at least sixty (60) days after the adoption of the ordinance or resolution.
- c) The ordinance or resolution must be submitted to the Master Trustee, or its designee.

The Master Trustee, or its designee, shall determine whether the ordinance or resolution complies with this provision, and all applicable federal and state laws, and shall determine an appropriate effective date for the termination of Employer participation, which shall be no later than twelve (12) months from the Master Trustee's receipt of the ordinance or resolution. The Plan Administrator shall provide appropriate forms to the Participating Employer to terminate ongoing participation. Distributions under the Plan of existing accounts to the Participants and Beneficiaries affected by the termination are subject to the distribution provisions in this document. However, if the Participating Employer requests a plan-to-plan transfer of Plan assets with respect to the Participating

Employer's Employees who are Participants, the Master Trustee may in its discretion make the transfer.

19.2 Effect of Termination by Participating Employer

In the case of the complete or partial termination of the Plan as to one (1) or more Participating Employers, including a termination arising from the discontinuance and/or delinquency of contributions, the affected portion of the Master Trust shall continue to be held pursuant to the direction of the Master Trustee, for the benefit of affected Participants pursuant to the benefit provisions of this Plan. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees, or whose participation is not terminated by the Master Trustee.

19.3 Termination of Entire Plan

This Plan in its entirety may be terminated at any time by official action of the Master Trustee, with notice to all Participating Employers and Participants. The last date for contributions and earnings to be credited to Participants Accounts must be specified in the Master Trustee's official action and must be no sooner than ninety (90) days after the adoption of the official action. All actions associated with the termination of the Plan, including a final accounting, must be completed within twelve (12) months after the adoption of official action. In the event of a complete Plan termination, the Master Trustee must take all steps reasonable to avoid a distribution to the Participants and Beneficiaries, except pursuant to benefit options under the provisions of this Plan, including identifying successor plan(s). However, if distributions must be made, the Plan Administrator shall be responsible for directing distribution of all assets of the Master Trust to Participants and Beneficiaries.

20. Construction

20.1 Construction

The provisions of this Part govern the construction or interpretation of this Plan. These rules of construction and interpretation shall apply for all provisions, and shall supersede any other construction or interpretation rules.

20.2 Construction as an eligible deferred compensation plan

The Plan is established and maintained with the intent that the Plan always be an "eligible deferred compensation plan" within the meaning of IRC § 457(b) and conform to the Internal Revenue Code's requirements for treatment or recognition as such a plan. Therefore, the provisions of the Plan shall be interpreted whenever possible to state provisions that conform to the applicable requirements of the Internal Revenue Code. When the Internal Revenue Code is amended or interpreted through subsequent legislation or regulations or other guidance of general applicability, the Plan should be

construed as stating provisions consistent with such amendment or interpretation of the applicable law.

20.3 Construction with Enabling Statute

The Plan is established and maintained with the intent that the Plan conform to the applicable requirements of the Enabling Statute. The provisions of the Plan shall be interpreted whenever possible to state provisions that conform to the applicable requirements of the Enabling Statute. When the Enabling Statute is amended or interpreted through subsequent legislation or regulations, the Plan should be construed as stating provisions consistent with such amendment or interpretation of the applicable law.

20.4 Construction of statutes and regulations

Any reference to a Section of the Internal Revenue Code shall be construed to also refer to any successor provision. Any reference to a Section of Treasury Regulations shall be construed to also refer to any successor provision of such Regulations. Any reference to a Revenue Ruling or Revenue Procedure or IRS Notice or IRS Announcement shall be construed to also refer to any guidance of general applicability that extends, amplifies, or modifies the Revenue Ruling or Revenue Procedure or IRS Notice or IRS Announcement.

The Plan refers to relevant regulations, including (but not limited to) Treasury regulations under the Internal Revenue Code, without regard to whether the regulations are substantive or interpretive and without regard to whether the regulations are proposed or temporary or final; but it is intended that any provision that refers to a regulation shall be construed to refer to the regulation in the sense of the appropriate legal effect (under administrative procedure law and otherwise) that the regulation currently has at the time the construction is made.

To the extent that a provision states a duty owed to any government (rather than a duty to a Participant or Beneficiary or other person or entity having an interest under the Plan), the provision shall be construed as directory and shall be enforced only by the government. However, a provision that is necessary for the Plan to meet the requirements of an eligible deferred compensation plan within the meaning of IRC § 457(b) includes a duty owed to Participants and Beneficiaries and is not directory.

To the extent that a construction or interpretation of the Plan involves a construction of a statute or regulation, the Plan Sponsor may (but is not required to) construe the statute or regulation according to the *Uniform Statutory Construction Act*.

20.5 Construction of words and phrases

The headings and numbering of provisions in the Plan and text that is stated within brackets, excluding text in parenthesis, are included solely for convenience of reference and are not intended to limit or amplify or control the meaning or interpretation or construction of any provision of this Plan.

The phrase “under the Plan” or “under this Plan” refers to the entire Plan (and the Master Trust Agreement) as a whole and not merely to any part of any document or Provision in which the phrase appears. Any reference to a Part of the Plan refers to the whole Part. Any reference to a Definition or Provision of the Plan refers to the whole Definition or Provision, unless the reference specifies a particular portion or paragraph of the Provision.

The singular shall be construed to include the plural, unless the context clearly indicates otherwise.

The words “as” or “if” shall be construed to mean the phrase, “to the extent that”, as appropriate in the context.

Any reference to the Plan Administrator shall be construed to refer also to the Agent and the Issuer(s) and any other party acting for or at the instruction of the Plan Administrator.

Unless the provision states otherwise, any reference to a person or party shall be construed to refer also to any non-natural person or any entity (including but not limited to, any trust or estate).

To the extent that a provision states a duty owed to any government (rather than a duty to a Participant or Beneficiary or other person or entity having an interest under the Plan), the provision shall be construed as directory and shall be enforced only by the government.

Any reference to a corporation or similar organization shall be construed to include any successor to the corporation or similar organization.

All provisions of the Master Trust Agreement that do not conflict with the Plan are incorporated by reference and are a part of the Plan as if fully set forth by this document.

All provisions of a prospectus and statement of additional information or statement of operation of a Fund that do not conflict with the Plan are incorporated by reference and are a part of the Plan as if fully set forth by this document.

If any provision concerning a benefit under the Plan is ambiguous, a construction or interpretation of the provision that would provide that such benefit is available in a non-discriminatory manner shall take precedence over a construction or interpretation that would not so provide.

20.6 Construction by reference to model laws

To the extent that any construction beyond the written provisions of the Plan is necessary, the Plan shall be construed (except as otherwise provided by the Plan) according to any then-current Restatement of law published or promulgated by the American Law Institute or any then-current Uniform Act or Model Act published or

recommended by the National Conference of Commissioners on Uniform State Laws. For this purpose, the Plan Sponsor may rely on the text of any Uniform Act or Model Act as published in the current edition of Martindale-Hubbell Law Digest. The Plan Sponsor may consider a withdrawn Uniform Act or Model Act if no successor has been promulgated. Among these sources, the Plan Sponsor in its sole discretion may select any order of reference and if more than one source is relevant may decide which source it considers controlling or appropriate.

20.7 Investment Law

Whenever, after applying the specific construction rules of any Definition or Provision or Part and the general construction rules stated in this Part, the Plan may be susceptible to more than one construction or interpretation, a construction or interpretation that is consistent with or that is not inconsistent with applicable Investment Law is preferred over a construction or interpretation that is inconsistent with applicable Investment Law.

20.8 USA Constitution and Florida Constitution

When applying any of the preceding construction rules relating to the Internal Revenue Code or the Enabling Statute or Employment Laws or Government Contracts Laws, the Plan Sponsor or Plan Administrator need not consider any statute or regulation or order to the extent that its application is contrary to the Constitution of the USA or is contrary to the Constitution of Florida; however, the Plan Sponsor or Plan Administrator may presume that any statute or regulation or order is not unconstitutional until a published controlling court decision expressly holds that such law is contrary to a Constitution.

The Plan Document is not signed here.

This Plan is not complete without the Participating Employer's Adoption Agreement, by which the Participating Employer must specify the conforming and elective provisions of the Plan.

The Participating Employer will sign the Adoption Agreement to indicate adoption of the Plan.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Resolution No. 2015-40		
Requested Action		
Approval of resolution establishing an annual employee (holiday) bonus program.		
Staff Report		
The Resolution establishes and outlines the parameters for an annual employee bonus program. The parameters are similar to that of past years (Fiscal Years 2013 and 2014). The bonus is in the form of a one-time lump sum payment, and serves as an employee holiday/December bonus. This program would be in place for future years so long as it is approved in the budget by the City Council, and remain in effect until such time as it is repealed by the City Council or the City Manager elects to terminate the program. The proposed bonus amount of \$100 per eligible employee is included in the approved Fiscal Year 2016 budget.		
Additional Analysis		
Fiscal Impact Summary		
Total cost of employee holiday bonus program is \$38,986.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2015-40	2015-40 Employee Bonus.docx	

**CITY OF CLERMONT
RESOLUTION NO. 2015-40**

**A RESOLUTION OF THE CITY OF CLERMONT CITY COUNCIL
ESTABLISHING A BONUS PROGRAM FOR EMPLOYEES BASED ON
WORK PERFORMANCE; ESTABLISHING THE EVALUATION
PERIOD, PERFORMANCE STANDARDS AND EVALUATION
PROCESS; NOTIFYING THE EMPLOYEES OF THE BONUS
PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 214.425 *Florida Statutes* requires that any payments identified or intended as extra compensation or a bonus must be approved by the local government elected body under established conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Florida, Lake County, Florida as follows:

Section 1

All eligible employees as set forth in this Resolution shall be paid a bonus as may be annually appropriated or budgeted by the City Council.

Section 2

The bonus shall be based upon work performance by the employee for the period of November 1 to December 15 of the applicable bonus program year. The evaluation and determination shall be made by the Human Resources Director subject to final determination by the City Manager.

Section 3

All active employees who are not suspended, separated, or terminated from the City for any period of time during the above-stated applicable evaluation period shall be eligible to receive the bonus.

Section 4

The bonus program as described herein shall be contingent and subject to City Council's annual appropriation of funds in accordance with applicable law.

Section 5

Elected, Temporary or Seasonal employees are not eligible for this payment.

Section 6

The payments shall be made on dates as determined by the City Manager.

CITY OF CLERMONT
RESOLUTION NO. 2015-40

Section 7

The amounts of the distribution stated will be net of the employee's FICA, Medicare, and Federal Income Tax Withholding of 25%.

Section 8

The City Manager shall, as soon as practical, notify each current employee of the bonus program established herein.

Section 9

This Resolution shall take effect immediately upon its adoption and shall remain in effect until such time as it is repealed by City Council or the City Manager elects to terminate the program.

CITY OF CLERMONT
RESOLUTION NO. 2015-40

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**AGENDA ITEM**

Meeting Date	
Tuesday, October 27, 2015	
Agenda Item Name	
Employee Group Medical Plan	
Requested Action	
Motion to Approve employee group medical plan changes effective January 1, 2016	
Staff Report	
The Employee Group Medical Plan is self-funded and has been established since 1990. The plan provides health, dental, and prescription drug coverage for employees, retirees, and eligible dependents. During September and early October, the Employee Insurance Committee, made up of employees representing all City Departments, met to discuss possible changes to the plan. The following proposed changes have been recommended by the Employee Insurance Committee, effective January 1, 2016: Increase City, Employee, Retiree, and COBRA Participant Contributions Contributions are proposed to be increased 10% bi-weekly for City and employee contributions and 10% per month for retiree and COBRA participants. The annual increase to the City is projected to be approximately \$312,198, which is included in the FY 2016 approved budget. Plan Design Changes Open Access Plan -Increase the individual deductible from \$500 to \$750 and the family deductible from \$1,500 to \$2,250 -Increase the in-network Out of Pocket (OOP) Maximum for an individual from \$3,000 to \$4,000 and for the family from \$6,000 to \$8,000 - Increase the out-of-network OOP Maximum for an individual from \$5,000 to \$7,000 and for a family from \$10,000 to \$14,000 - Have the deductible apply to diagnostic services - Implement a "Value Prescription Drug List, which would exclude medications in drug classes that have over-the-counter equivalents or alternatives (i.e., drugs that treat stomach acid conditions and non-sedating antihistamines to treat allergies). High Deductible Plan - Increase the OOP Maximum for an individual from \$4,000 to \$5,000 and from \$8,000 to \$10,000 for the family - Increase the out-of-network OOP Maximum from \$8,000 to \$10,000 for an individual and from \$16,000 to \$20,000 for the family - Have the deductible apply to diagnostic services - Implement the "Value Prescription Drug List" Administrative & Formulary Changes In addition, the City's medical and dental plan third party administrator (Cigna) will suggest and the City will	

implement certain administrative and content related formulary changes throughout the year. Such changes include network or formulary changes, which require either an opt-out or no action at all. In such cases when a change is made, Cigna will provide advanced notice to all affected plan members. Examples of recently proposed changes include formulary exclusions of some expensive brand-name drugs, no coverage for bulk chemical ingredients found within 95% of compound drugs since they are not FDA-approved, a waiting period of up to six months for selected drugs that have been newly approved by the FDA, and a Mandatory Specialty Home Delivery Pharmacy program that would manage the use of high cost specialty drugs and provide members with a pharmacy coach to increase medication adherence and improve engagement. These changes more tightly manage the formularies to address the high cost of brand name and compounded drugs. The above mentioned changes are effective 1/1/2016 and are examples of administrative changes in which Cigna provided the City with an opt-out option.

Human Resources and the Finance Department, in conjunction with the City's broker, will review the changes. In most cases, such changes are in the best interest of the City, and the City will not opt-out.

Surcharges

Maintain the employee and dependent tobacco user surcharge at 10%. This will result in a small increase to the current tobacco surcharge. The tobacco user surcharge has been in place since 2009.

Restructure the current non-wellness participant surcharge of \$5.00 per paycheck to a wellness premium incentive of a \$5 credit per paycheck for eligible participants. This has no financial impact on the City or the employees, but aligns the City's terminology with terminology in the Affordable Care Act. The wellness program is a voluntary program. For plan year 2016, participation in the program has two components - biometric screening or PCP physical examination and applicable lab work, and 4 health awareness education programs.

Stop Loss/Reinsurance

Increase the self-insurance plan stop loss deductible for large claims from \$150,000 to \$165,000, which will maintain the current individual reinsurance premium. The premium for aggregate stop loss will increase by \$.36 per employee per month.

Additional Analysis

Fiscal Impact Summary

The projected increase in City contribution is included in the FY 2016 approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | |
|---|---|
| 1. Group Medical Insurance Rates - 1-1-16 | Group Medical Insurance Rates - 1-1-16 .pdf |
|---|---|

City of Clermont
Group Medical Insurance Rates
January 1, 2016

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$388.23	\$30.46	\$418.69
-EE Share	Bi-Weekly	\$23.45	\$0.00	\$23.45
Total	Annual	\$10,703.56	\$791.93	\$11,495.50
-EE Tobacco Surcharge	Bi-Weekly	\$40.68	\$0.00	\$40.68
-EE Wellness Credit	Bi-Weekly	-\$5.00	\$0.00	-\$5.00
Spouse				
-City Share	Bi-Weekly	\$90.79	\$0.00	\$90.79
-EE Share	Bi-Weekly	\$109.68	\$8.06	\$117.74
Total	Annual	\$5,212.35	\$209.64	\$5,421.99
-EE Tobacco Surcharge	Bi-Weekly	\$20.05	\$0.00	\$20.05
Children				
-City Share	Bi-Weekly	\$79.32	\$0.00	\$79.32
-EE Share	Bi-Weekly	\$100.99	\$7.14	\$108.13
Total	Annual	\$4,688.11	\$185.61	\$4,873.73
-EE Tobacco Surcharge	Bi-Weekly	\$18.03	\$0.00	\$18.03
Family				
-City Share	Bi-Weekly	\$142.99	\$0.00	\$142.99
-EE Share	Bi-Weekly	\$156.81	\$15.82	\$172.62
Total	Annual	\$7,794.64	\$411.27	\$8,205.91
-EE Tobacco Surcharge	Bi-Weekly	\$29.98	\$0.00	\$29.98

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$509.83	\$33.55	\$543.38
-Retiree Share	Monthly	\$382.13	\$32.45	\$414.58
Total	Annual	\$10,703.56	\$791.93	\$11,495.50
Spouse				
-City Share	Monthly	\$112.41	\$0.00	\$112.41
-Retiree Share	Monthly	\$321.97	\$17.47	\$339.44
Total	Annual	\$5,212.35	\$209.64	\$5,421.99
Children				
-City Share	Monthly	\$118.05	\$0.00	\$118.05
-Retiree Share	Monthly	\$272.62	\$15.48	\$288.10
Total	Annual	\$4,688.11	\$185.61	\$4,873.73
Family				
-City Share	Monthly	\$214.82	\$0.00	\$214.82
-Retiree Share	Monthly	\$434.72	\$34.27	\$468.99
Total	Annual	\$7,794.64	\$411.27	\$8,205.91

Base Plan - Retirees - Medicare Eligible - Tier 1

Retiree				
-City Share	Monthly	\$311.00	\$33.55	\$344.55
-Retiree Share	Monthly	\$238.50	\$32.45	\$270.95
Total	Annual	\$6,594.02	\$792.00	\$7,386.02
Spouse				
-City Share	Monthly	\$68.57	\$0.00	\$68.57
-Retiree Share	Monthly	\$197.58	\$17.47	\$215.05
Total	Annual	\$3,193.87	\$209.62	\$3,403.49

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$440.57	\$0.00	\$440.57
-Retiree Share	Monthly	\$451.40	\$66.00	\$517.40
Total	Annual	\$10,703.56	\$791.93	\$11,495.50
Spouse				
-City Share	Monthly	\$108.59	\$0.00	\$108.59
-Retiree Share	Monthly	\$325.77	\$17.47	\$343.24
Total	Annual	\$5,212.35	\$209.64	\$5,421.99
Children				
-City Share	Monthly	\$97.67	\$0.00	\$97.67
-Retiree Share	Monthly	\$293.01	\$15.47	\$308.47
Total	Annual	\$4,688.11	\$185.61	\$4,873.73
Family				
-City Share	Monthly	\$162.39	\$0.00	\$162.39
-Retiree Share	Monthly	\$487.17	\$34.27	\$521.43
Total	Annual	\$7,794.64	\$411.27	\$8,205.91
Base Plan - Retirees - Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$269.34	\$0.00	\$269.34
-Retiree Share	Monthly	\$280.17	\$66.00	\$346.17
Total	Annual	\$6,594.02	\$792.00	\$7,386.02
Spouse				
-City Share	Monthly	\$66.54	\$0.00	\$66.54
-Retiree Share	Monthly	\$199.62	\$17.47	\$217.09
Total	Annual	\$3,193.87	\$209.62	\$3,403.49

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$264.34	\$0.00	\$264.34
-Retiree Share	Monthly	\$627.62	\$66.00	\$693.62
Total	Annual	\$10,703.56	\$791.93	\$11,495.50
Spouse				
-City Share	Monthly	\$65.15	\$0.00	\$65.15
-Retiree Share	Monthly	\$369.21	\$17.47	\$386.68
Total	Annual	\$5,212.35	\$209.64	\$5,421.99
Children				
-City Share	Monthly	\$58.60	\$0.00	\$58.60
-Retiree Share	Monthly	\$332.08	\$15.47	\$347.55
Total	Annual	\$4,688.11	\$185.61	\$4,873.73
Family				
-City Share	Monthly	\$97.44	\$0.00	\$97.44
-Retiree Share	Monthly	\$552.12	\$34.27	\$586.39
Total	Annual	\$7,794.64	\$411.27	\$8,205.91
Base Plan - Retirees - Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$161.60	\$0.00	\$161.60
-Retiree Share	Monthly	\$387.90	\$66.00	\$453.90
Total	Annual	\$6,594.02	\$792.00	\$7,386.02
Spouse				
-City Share	Monthly	\$39.92	\$0.00	\$39.92
-Retiree Share	Monthly	\$226.24	\$17.47	\$243.71
Total	Annual	\$3,193.87	\$209.62	\$3,403.49

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$88.12	\$0.00	\$88.12
-Retiree Share	Monthly	\$803.84	\$66.00	\$869.84
Total	Annual	\$10,703.56	\$791.93	\$11,495.50
Spouse				
-City Share	Monthly	\$21.71	\$0.00	\$21.71
-Retiree Share	Monthly	\$412.64	\$17.47	\$430.11
Total	Annual	\$5,212.35	\$209.64	\$5,421.99
Children				
-City Share	Monthly	\$19.54	\$0.00	\$19.54
-Retiree Share	Monthly	\$371.14	\$15.47	\$386.61
Total	Annual	\$4,688.11	\$185.61	\$4,873.73
Family				
-City Share	Monthly	\$32.48	\$0.00	\$32.48
-Retiree Share	Monthly	\$617.08	\$34.27	\$651.34
Total	Annual	\$7,794.64	\$411.27	\$8,205.91
Base Plan - Retirees - Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$53.87	\$0.00	\$53.87
-Retiree Share	Monthly	\$495.63	\$66.00	\$561.63
Total	Annual	\$6,594.02	\$792.00	\$7,386.02
Spouse				
-City Share	Monthly	\$13.31	\$0.00	\$13.31
-Retiree Share	Monthly	\$252.85	\$17.47	\$270.31
Total	Annual	\$3,193.87	\$209.62	\$3,403.49

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$891.96	\$66.00	\$957.96
Total	Annual	\$10,703.56	\$791.93	\$11,495.50
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$434.36	\$17.47	\$451.83
Total	Annual	\$5,212.35	\$209.64	\$5,421.99
Children				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$390.68	\$15.47	\$406.14
Total	Annual	\$4,688.11	\$185.61	\$4,873.73
Family				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$649.55	\$34.27	\$683.82
Total	Annual	\$7,794.64	\$411.27	\$8,205.91
Base Plan - Retirees - Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$549.50	\$66.00	\$615.50
Total	Annual	\$6,594.02	\$792.00	\$7,386.02
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$266.16	\$17.47	\$283.62
Total	Annual	\$3,193.87	\$209.62	\$3,403.49

Tier 5 retirees are employees who were hired after February 26, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$291.17	\$30.46	\$321.63
-EE Share	Bi-Weekly	\$16.98	\$0.00	\$16.98
Total	Annual	\$8,011.99	\$791.93	\$8,803.92
-EE Tobacco Surcharge	Bi-Weekly	\$40.68	\$0.00	\$40.68
-EE Wellness Credit	Bi-Weekly	-\$5.00	\$0.00	-\$5.00
Spouse				
-City Share	Bi-Weekly	\$68.10	\$0.00	\$68.10
-EE Share	Bi-Weekly	\$54.85	\$8.07	\$62.91
Total	Annual	\$3,196.62	\$209.70	\$3,406.32
-EE Tobacco Surcharge	Bi-Weekly	\$20.05	\$0.00	\$20.05
Children				
-City Share	Bi-Weekly	\$59.49	\$0.00	\$59.49
-EE Share	Bi-Weekly	\$50.50	\$7.14	\$57.64
Total	Annual	\$2,859.71	\$185.61	\$3,045.33
-EE Tobacco Surcharge	Bi-Weekly	\$18.03	\$0.00	\$18.03
Family				
-City Share	Bi-Weekly	\$107.24	\$0.00	\$107.24
-EE Share	Bi-Weekly	\$78.41	\$15.82	\$94.23
Total	Annual	\$4,826.82	\$411.27	\$5,238.09
-EE Tobacco Surcharge	Bi-Weekly	\$29.98	\$0.00	\$29.98

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$380.07	\$33.55	\$413.62
-Retiree Share	Monthly	\$287.59	\$32.45	\$320.04
Total	Annual	\$8,011.99	\$791.93	\$8,803.92
Spouse				
-City Share	Monthly	\$68.93	\$0.00	\$68.93
-Retiree Share	Monthly	\$197.44	\$17.47	\$214.91
Total	Annual	\$3,196.62	\$209.70	\$3,406.32
Children				
-City Share	Monthly	\$72.01	\$0.00	\$72.01
-Retiree Share	Monthly	\$166.30	\$15.47	\$181.76
Total	Annual	\$2,859.71	\$185.61	\$3,045.33
Family				
-City Share	Monthly	\$133.03	\$0.00	\$133.03
-Retiree Share	Monthly	\$269.20	\$34.28	\$303.48
Total	Annual	\$4,826.82	\$411.27	\$5,238.09
High Deductible Plan - Retirees - Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$231.84	\$33.55	\$265.39
-Retiree Share	Monthly	\$180.56	\$32.45	\$213.01
Total	Annual	\$4,948.76	\$792.00	\$5,740.76
Spouse				
-City Share	Monthly	\$42.06	\$0.00	\$42.06
-Retiree Share	Monthly	\$121.17	\$17.47	\$138.63
Total	Annual	\$1,958.75	\$209.62	\$2,168.36

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$328.42	\$0.00	\$328.42
-Retiree Share	Monthly	\$339.25	\$66.00	\$405.25
Total	Annual	\$8,011.99	\$791.93	\$8,803.92
Spouse				
-City Share	Monthly	\$66.59	\$0.00	\$66.59
-Retiree Share	Monthly	\$199.77	\$17.47	\$217.24
Total	Annual	\$3,196.62	\$209.70	\$3,406.32
Children				
-City Share	Monthly	\$59.58	\$0.00	\$59.58
-Retiree Share	Monthly	\$178.73	\$15.47	\$194.19
Total	Annual	\$2,859.71	\$185.61	\$3,045.33
Family				
-City Share	Monthly	\$100.56	\$0.00	\$100.56
-Retiree Share	Monthly	\$301.67	\$34.28	\$335.95
Total	Annual	\$4,826.82	\$411.27	\$5,238.09
High Deductible Plan - Retirees - Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$200.78	\$0.00	\$200.78
-Retiree Share	Monthly	\$211.61	\$66.00	\$277.61
Total	Annual	\$4,948.76	\$792.00	\$5,740.76
Spouse				
-City Share	Monthly	\$40.80	\$0.00	\$40.80
-Retiree Share	Monthly	\$122.41	\$17.47	\$139.88
Total	Annual	\$1,958.75	\$209.62	\$2,168.36

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$197.05	\$0.00	\$197.05
-Retiree Share	Monthly	\$470.61	\$66.00	\$536.61
Total	Annual	\$8,011.99	\$791.93	\$8,803.92
Spouse				
-City Share	Monthly	\$39.95	\$0.00	\$39.95
-Retiree Share	Monthly	\$226.40	\$17.47	\$243.87
Total	Annual	\$3,196.62	\$209.70	\$3,406.32
Children				
-City Share	Monthly	\$35.75	\$0.00	\$35.75
-Retiree Share	Monthly	\$202.55	\$15.47	\$218.02
Total	Annual	\$2,859.71	\$185.61	\$3,045.33
Family				
-City Share	Monthly	\$60.34	\$0.00	\$60.34
-Retiree Share	Monthly	\$341.89	\$34.28	\$376.17
Total	Annual	\$4,826.82	\$411.27	\$5,238.09
High Deductible Plan - Retirees - Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$120.47	\$0.00	\$120.47
-Retiree Share	Monthly	\$291.92	\$66.00	\$357.92
Total	Annual	\$4,948.76	\$792.00	\$5,740.76
Spouse				
-City Share	Monthly	\$24.49	\$0.00	\$24.49
-Retiree Share	Monthly	\$138.73	\$17.47	\$156.20
Total	Annual	\$1,958.75	\$209.62	\$2,168.36

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$65.68	\$0.00	\$65.68
-Retiree Share	Monthly	\$601.98	\$66.00	\$667.98
Total	Annual	\$8,011.99	\$791.93	\$8,803.92
Spouse				
-City Share	Monthly	\$13.32	\$0.00	\$13.32
-Retiree Share	Monthly	\$253.04	\$17.47	\$270.51
Total	Annual	\$3,196.62	\$209.70	\$3,406.32
Children				
-City Share	Monthly	\$11.91	\$0.00	\$11.91
-Retiree Share	Monthly	\$226.39	\$15.47	\$241.86
Total	Annual	\$2,859.71	\$185.61	\$3,045.33
Family				
-City Share	Monthly	\$20.11	\$0.00	\$20.11
-Retiree Share	Monthly	\$382.12	\$34.28	\$416.39
Total	Annual	\$4,826.82	\$411.27	\$5,238.09
High Deductible Plan - Retirees - Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$40.16	\$0.00	\$40.16
-Retiree Share	Monthly	\$372.23	\$66.00	\$438.23
Total	Annual	\$4,948.76	\$792.00	\$5,740.76
Spouse				
-City Share	Monthly	\$8.16	\$0.00	\$8.16
-Retiree Share	Monthly	\$155.06	\$17.47	\$172.52
Total	Annual	\$1,958.75	\$209.62	\$2,168.36

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$667.66	\$66.00	\$733.66
Total	Annual	\$8,011.99	\$791.93	\$8,803.92
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$266.37	\$17.47	\$283.83
Total	Annual	\$3,196.62	\$209.70	\$3,406.32
Children				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$238.30	\$15.47	\$253.77
Total	Annual	\$2,859.71	\$185.61	\$3,045.33
Family				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$402.23	\$34.28	\$436.50
Total	Annual	\$4,826.82	\$411.27	\$5,238.09
High Deductible Plan - Retirees - Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$412.40	\$66.00	\$478.40
Total	Annual	\$4,948.76	\$792.00	\$5,740.76
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$163.22	\$17.47	\$180.69
Total	Annual	\$1,958.75	\$209.62	\$2,168.36

Tier 5 retirees are employees who were hired after February 26, 2013.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 27, 2015	
Agenda Item Name	
Variance Request <i>Arby's</i>	
Requested Action	
Motion to deny the variance requests.	
Staff Report	
This request, originally scheduled to be heard by the City Council at its Oct. 13, 2015 meeting, was postponed at the applicant's request to Oct. 27, 2015 so that it could be heard by a full Council. The applicant, Arby's, is requesting six variances to the Land Development Code (LDC) in order to build a new restaurant on an out parcel in the Clermont Landing shopping center. The subject parcel is a little more than an acre in size. The applicant has indicated that the subject parcel has many disadvantages that make the site a challenge to develop. Existing retaining walls on three of the four sides and the irregular shape of the lot are a few challenges the applicant is dealing with. The requested variances include: 1) To allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37(e) 2) To allow for elimination of a northern landscape buffer between abutting properties– rather than the requirements in the Land Development Code, Section 118-37(d) 3) To allow for a reduction in the parking space depth to 18 feet – rather than a 20 foot depth as required by the Land Development Code, Section 98-3(a) 4) To allow for the elimination of wheel stops and use raised curbs to protect landscape areas – rather than the requirements in the Land Development Code, Section 118-38(d) 5) To allow a ground sign to exceed 10 feet in height – rather than the requirements in the Land Development Code, Section 102-15 (a)(1)(a)(5) 6) To allow for a reduction in square footage of the interior landscape terminal island to be less than 300 square feet and no canopy tree – rather than the requirements in the Land Development Code, Section 118-38 (b) & (c) Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this request since Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that three of the eight do not meet these findings.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Application	Variance-Application-Editable arbys-2015-9-22 printed as submitted to city.pdf	
2.	Location Map	Location Map.pdf	
3.	Variance Locations	Variance Locations Arbys.pdf	
4.	Review Criteria	Arbys Review Criteria and Finding.docx	
5.	Exhibits	Arbys Exhibits.pdf	
6.	Legal ad	VAR Legal AD.docx	



CITY OF CLERMONT

VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.



CITY OF CLERMONT

VARIANCE

Filing Instructions

Page 2

Check List

The following information shall be provided:

- ☒ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11” x 17” (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant’s best interest to submit the application with those eight (8) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing. (same as site plan)
- ☒ The original application and all supplemental materials.
- ☒ Fee: \$200.⁰⁰

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-021 9

(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT
VARIANCE
Application

DATE: Sep 21, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Arby's Restaurant

APPLICANT: CPWG, Inc.

CONTACT PERSON: Jeff Earhart

Address: 1318 Bowman Street

City: Clermont State: Florida Zip: 34711

Phone: 407-267-8905 Fax: _____

E-Mail: jeff.earhart@cpwgengineering.com

OWNER: Weingarten I-4 Clermont Landing, LLC

Address: PO Box 924133

City: Houston City State: TX Zip: 77292-4133

Phone: 404-909-4716 Fax: MJohnson@arbys.com

Address of Subject Property: 2255 US HIGHWAY 27, CLERMONT FL 34711

General Location: The property is an outparcel located in front of JCPenny/just north of Road House. The outparcel is on US 27 1/4 mile north of Steve's Rd on the NE corner of North entry

Legal Description (include copy of survey): Lot 1 of Clermont Crossing at Lost Lake. Plat Book 64, Page 50

Land Use (City verification required): Commercial

Zoning (City verification required): PUD



CITY OF CLERMONT

VARIANCE

Application

Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Landscape Buffer - Section 118-37 (e) (1), Landscape Buffers Between Abutting Properties Section 118-37(d)(1,2,3), Parking Space 98-3(a), Sign 102-15(a)(5)(iii), Terminal Islands 118-38(c)(1)

Wheel Stops 118-38(d)(2), Canopy Tree 118-38(b)(2)

What are you proposing to do that would require a variance and why? Please see attached applicant statement.

How does the Code create a hardship? Please see attached applicant statement.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: Landscape Buffer - Sections 118-37 (e)(1) and 118-37 (d)(1,2,3), Parking Space 98-3(a), Sign 102-15(a)(5)(iii), Terminal Islands 118-38(c)(1)

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

The property is a uniquely shaped out-parcel of a larger development with frontage along US 27. The non rectangular shape and the existing retaining walls creates problems when providing adequate vehicle circulation for cars and fire trucks. The noted landscape buffer and planting cannot be maintained.

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

The conditions mentioned above existed prior to the applicant's interest in this property



CITY OF CLERMONT

VARIANCE

Application

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3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Enforcement of the land development code requirement would limit the usability of the lot in such a way that would prevent development of this property that do not exist on similar lots and adjacent properties in the area

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the usable area of the property.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

The granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

No, the proposed variance will in no way negatively affect surrounding properties.



CITY OF CLERMONT
VARIANCE
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(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

The variance requested will be in congruence with the intent of the landscape code to provide separating and beatification between parcels. The proposed landscape measures will remain consistence with what is on existence on adjacent properties.

MERRILL S JOHNSON
Applicant Name (print)

X [Signature]
Applicant Name (signature)

7 Jeff Earhart
Owner Name (print)

X [Signature]
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Proof of Ownership and Legal Description

Property Record Card

General Information

Owner Name:	WEINGARTEN I-4 CLERMONT LANDING LLC	Alternate Key:	3879623
Mailing Address:	PO BOX 924133 HOUSTON, TX 77292-4133 Update Mailing Address ⓘ	Parcel Number:	29-22-26- 100000000100
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	19.09600
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2255 US HIGHWAY 27 CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, CLERMONT LANDING SUB LOT 1 PB 64 PG 50-54		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		49658	SF	\$0.00	\$645,554.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$645,554	\$645,554	\$645,554	5.30510	\$3,424.73
LAKE COUNTY MSTU AMBULANCE	\$645,554	\$645,554	\$645,554	0.46290	\$298.83
SCHOOL BOARD STATE	\$645,554	\$645,554	\$645,554	4.94900	\$3,194.85
SCHOOL BOARD LOCAL	\$645,554	\$645,554	\$645,554	2.24800	\$1,451.21
CITY OF CLERMONT	\$645,554	\$645,554	\$645,554	4.65000	\$3,001.83
ST JOHNS RIVER FL WATER MGMT DIST	\$645,554	\$645,554	\$645,554	0.30230	\$195.15
LAKE COUNTY VOTED DEBT SERVICE	\$645,554	\$645,554	\$645,554	0.16000	\$103.29
LAKE COUNTY WATER AUTHORITY	\$645,554	\$645,554	\$645,554	0.25540	\$164.87
SOUTH LAKE HOSPITAL DIST	\$645,554	\$645,554	\$645,554	0.76330	\$492.75
				Total:	Total:
				19.096	\$12,327.51

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law

Non-Homestead Assessment Limitation (10% assessed value cap)	<u>Learn More</u>	<u>View the Law</u>
Conservation Classification Assessment Limitation	<u>Learn More</u>	<u>View the Law</u>
Agricultural Classification	<u>Learn More</u>	<u>View the Law</u>

Assessment Reduction Savings

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 23 August 2015.

Plot Plan



ZONING: PUD (C-2)
BUILDING SETBACKS:
FRONT(US. 27): 50'
SIDE/REAR: 5'

WEINGARTEN I-4 CLERMONT LANDING LLC
 LOT 1 ARBY'S INSPIRE 2000
 CLERMONT LAKE COUNTY FLORIDA

[illegible]

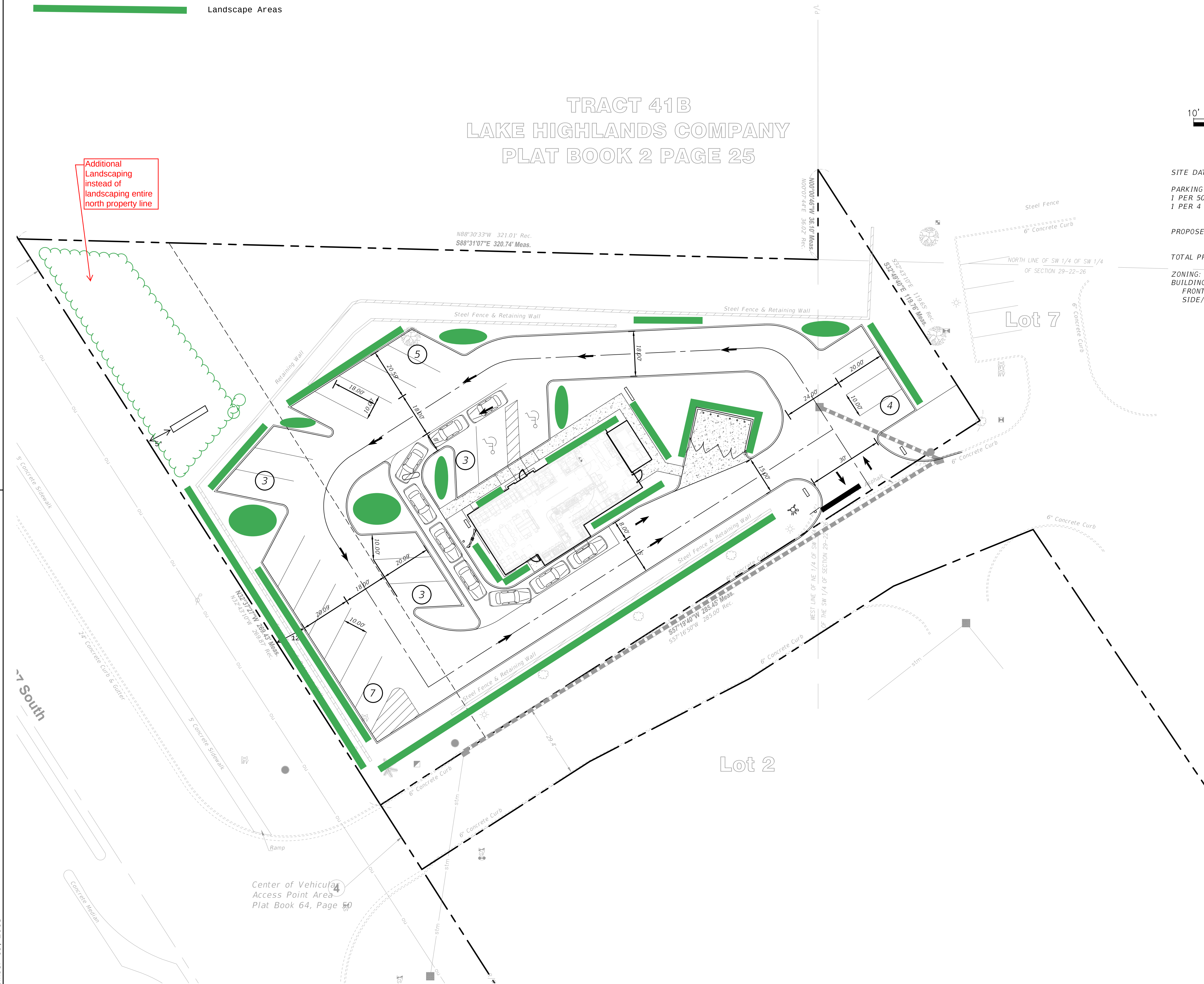
CPWG
CRIBB PHILBECK WEAVER GROUP

Sheet 1 Of

Variance 5 -
Parking End
Landscape island
less than 300 SF

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Contestant: 10 2015



Written Justifications

APPLICANT STATEMENT

Variance Request #1

We are requesting relief from the strict adherence to the landscaping requirements for the western property line as specified in Article II-Landscaping, Sec. 118-37 (e) Part (1).

Code Reference

Article II-Landscaping, Sec. 118-37 (e) - Buffers adjacent to rights-of-way for nonresidential uses.

Part (1) - Minimum Width

Request

1. The applicant is requesting a variance from the minimum required width of 20-ft to a width of 12.0-ft.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. To facilitate the movement of fire trucks, delivery trucks, garbage trucks and normal vehicles a wider drive aisle is needed. Angled parking is already being used to reduce the drive isle as much as possible. This forces the applicant to encroach into the 20' landscape buffer in order to allow movement and access through the site.

Variance Request #2

We are requesting relief from the strict adherence to the landscaping requirements for the northern property line as specified in Article II-Landscaping, Sec. 118-37 (d)(1,2,3).

Code Reference

Article II-Landscaping, Sec. 118-37 (d) – Perimeter Landscape Buffers Between Abutting Properties.

Request

1. The applicant is requesting a variance from the 10-ft wide landscape buffer on the north side of the property.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape and topography of the property and the existing retaining walls on the west, north and south property lines. It is proposed that this 10-ft wide buffer area remain untouched. The north side of the property already has 2 retaining walls which block the view to the north property line. The slope is greater than 10 percent and it is heavily overgrown. We are proposing to provide additional landscaping at the northwest corner of the property, in an area that would be visible from US 27.

Variance Request #3

We are requesting relief from the strict adherence to the parking space size requirements as specified in Article II-Park Spaces Size, Sec. 98-3 (a) and the wheel stop requirement as specified in Article II – 118-38(d)(2).

Code Reference

Article II-Parking Spaces, Sec. 98-3 (a) – Size Part (1) – Standard Parking Spaces

Article II – 118-38(d)(2) Vehicular Use Area Interior Landscaping, Protection of landscape islands, wheel stops

Request

1. The applicant is requesting a variance from the minimum required 10-ft wide by 20-ft long parking space and to use raised curbs instead of wheel stops to protect the landscape areas.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. To facilitate the movement of fire trucks, delivery trucks, garbage trucks and normal vehicles shorter parking spaces are needed. Angled parking is already being used to reduce the length as much as possible. This forces the applicant to request an 18-ft long parking space instead of a 20-ft long parking space. The required width of 10-ft will be provided. In most instances a 2-ft green space overhead will be provided to achieve the goal of a 20-ft parking space.

Variance Request #4

We are requesting relief from the strict adherence to the permitted sign requirements as specified in Article II-Permitted Signs, Sec. 102-15 (a)(5)(iii).

Code Reference

Article II-Permitted Signs, Sec. 102-15 (a)(5)(iii).Permitting Signs – Ground Signs – Height of Width

Request

1. The applicant is requesting a variance from the maximum height requirement of 10-ft .

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique topography, shape and the existing retaining walls and fences on the west, north and south property lines. The location of the sign on the steeply slopes northwest corner. The additional height is only associated with the sign base. The goal of the variance is to bring the bottom of the actual sign to the same elevation of closest corner retaining wall. This will allow the sign to be seen and not placed in a deep depression as related to the edge of pavement of US 27 and the adjacent retaining wall. The base of the monument sign will be at approximately elevation 98. The top of the base will be at approximately elevation 111. The sign itself, which will be placed on the afore mentioned monument base, is about 4'1" tall by 9'3-1/4" wide. The height and width mentioned herein may be adjusted slightly, but the overall 60 SF for the sign itself will be maintained.

Variance Request #5

We are requesting relief from the strict adherence to the landscaping requirements for the terminal end of parking areas as specified in Article II-Landscaping, Sec. 118-38 (c)(1).

Code Reference

Article II-Landscaping, Sec 118-38 (b)(2) and (c) (1) – Vehicular Use Areas Interior Landscaping – Design of Landscape Areas – Terminal Islands.

Request

1. The applicant is requesting a variance from the 300-SF minimum area requirement, the minimum 10-ft width requirement and the canopy tree requirement.

Hardship Summary

The applicant's subject property is at a disadvantage due to the unique shape of the property and the existing retaining walls on the west, north and south property lines. To facilitate the movement of fire trucks, delivery trucks, garbage trucks and normal vehicles a wider drive aisle is needed. Angled parking is already being used to reduce the drive aisle as much as possible. The provided width may be as small as 3-ft and the area may be as small as 70 SF. The smaller size would not allow for a canopy tree. The smaller terminal island will allow one additional parking space.

Sign Information

Page 3 of 13



Scale: 3/4"= 1'-0"

36.5 SQ. FT. TOTAL

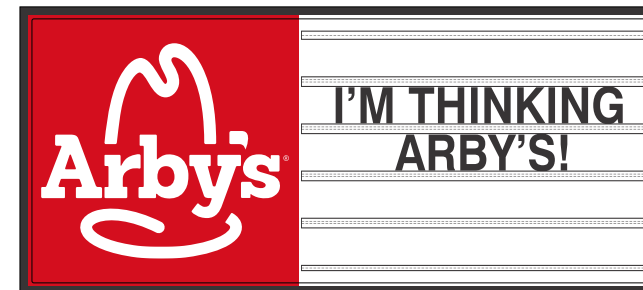
Scale: $\frac{3}{4}'' = 1'-0''$

New d/f illuminated monument sign constructed from 12" Extrusion with 2" retainers. Faces to be 3/16" clear Polycarbonate, performed to a depth of 2", second surface Decorated in project colors. With reader board panel. Sign to be Illuminated by T12 fluorescent lamps wired in sequence with External disconnect switch. Base to be .080" fabricated aluminum.

1. MODERN LETTERS & NUMERALS
2. BLACK, 302 CHARACTERS
3. 6" CHARACTER SIZE
4. CHANGER ARM W/ REGULAR CUP
5. STORAGE CABINET

Arby's Translucent Red
White
Black

AKZO
SIGN 20643
ARBY'S RED
142701301
*5 COATS / NO WHITE



Graphic Layout - Side B

This is an original, unpublished drawing, created by Allen Industries, Inc. This drawing is submitted to you in confidence for your use solely in connection with the project being planned for you by Allen Industries, Inc. and is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. The designs shown on the drawing (except for any registered trademarks that may belong to a client of Allen Industries, Inc.) remain the property of Allen Industries, Inc.



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF **ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE** AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



Photo of Existing Vegetation on North Property Line



North retaining wall showing existing vegetation of north property Line



Northwest corner of site location of sign in depressed area and additional landscaping

Location Map
Arby's



Outlined area:
Subject Parcel

Clermont Landing

TEXAS ROADHOUSE

INTERSECTION
HWY 27

US HWY 27

INTERSECTION

Locations of proposed variances on the site For Arby's



Variances:

- # 1: to allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer
- # 2: to allow for elimination of a northern landscape buffer between abutting properties.
- # 3: to allow for a reduction in the parking space depth to 18 feet – rather than a 20 foot depth
- # 4: to allow for the elimination of wheel stops and use raised curbs to protect landscape areas
- #5: to allow a ground sign to exceed 10 feet in height (Red Circle)
- #6: to allow for a reduction in square footage of the interior landscape terminal island to be less than 300 square feet and no canopy tree

Arby's Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff's comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *The property is a uniquely shaped out-parcel of a larger development with frontage along US 27. The non rectangular shape and the existing retaining walls create problems when providing adequate vehicle circulation for cars and fire trucks. The noted landscape buffer and planting cannot be maintained.*

Staff comments: *This parcel does have circumstances existing which are peculiar to the land. These are (1) the existing retaining walls on 3 sides of the property, north, west, and south, and (2) possible useable area along the north property line is inaccessible and severely sloped. These circumstances are usually not present in other similarly sized parcels in the same zoning district.*

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *The conditions mentioned above existed prior to the applicant's interest in this property.*

Staff comments: *Staff agrees that the applicant did not create the conditions giving rise to the requested variance requests. However, the parcel may be developed by a different applicant with a smaller foot print of building and lesser parking requirements.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *Enforcement of the land development code requirements would limit the useable area of the lot in such a way that would prevent development of this property that do not exist on similar lots and adjacent properties in the area.*

Staff comments: *With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according to the land development code, even if it was feasible. However, the applicant may choose another parcel that does not present these challenges.*

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

Applicant response: *The applicant's request is not based on cost, but rather on the limiting effect the existing nature of the site and adherence to the code would place on the useable area of the property.*

Staff comments: *No evidence of decreased costs due to the variance requests.*

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: *Yes, all efforts have been exhausted in order to conform to the minimum requirements of the land development code.*

Staff comments: *The applicant is trying to maximize the potential use of the site by requesting the variance for landscaping requirements, parking waivers, and signage height. However, the site could be developed at a lower intensity and these variances may not be warranted.*

Negative finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: *The granting of this variance would not be considered a special privilege but rather an adjustment based on the unique characteristics and hardships of this particular property that may not exist on other lands in the same zoning district.*

Staff comments: *The City Council has granted similar variance requests in the past for landscaping requirements, parking, and/or signage that are being sought by the applicant.*

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: *No, the proposed variance will in no way negatively affect surrounding properties.*

Staff comments: *The proposed variances do not seem to substantially diminish property values or alter the essential character of the area.*

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: *The variances requested will be in congruence with the intent of the requirements landscape code to provide separation and beautification between two parcels of land. The proposed landscape measures will remain consistent with what is on existence on adjacent properties.*

Staff comments: *Staff feels that granting the variances will be in harmony with the general intent and purpose of the land development code. The intent of the landscaping is to provide a buffer between properties and roads. The applicant is proposing additional landscape alternatives to the code that will provide this buffer and allow the site to be developed.*

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight do not meet these findings. Therefore, staff recommends **denial** of the six variance requests by the applicant to the Clermont Land Development Code.

Arby's Variance



Arby's Variance



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following six variances: (1) to allow for a western landscape buffer less than 20 feet – rather than a 20 foot wide landscape buffer as required by the Land Development Code, Section 118-37(e); (2) to allow for elimination of a northern landscape buffer between abutting properties– rather than the requirements in the Land Development Code, Section 118-37(d); (3) to allow for a reduction in the parking space depth to 18 feet – rather than a 20 foot depth as required by the Land Development Code, Section 98-3(a); (4) to allow for the elimination of wheel stops and use raised curbs to protect landscape areas – rather than the requirements in the Land Development Code, Section 118-38(d); (5) to allow a ground sign to exceed 10 feet in height – rather than the requirements in the Land Development Code, Section 102-15 (a)(1)(a)(5); (6) to allow for a reduction in square footage of the interior landscape terminal island to be less than 300 square feet and no canopy tree – rather than the requirements in the Land Development Code, Section 118-38 (b) & (c) at the following location:

LOCATION

Vacant property (Alt. Key 3879623)
¼ mile north of Steves Road and US Hwy 27 intersection
East of US Hwy 27

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, October 13, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
October 6, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 27, 2015	
Agenda Item Name	
Ordinance No. 2015-75, <i>Final</i>	
Requested Action	
Move to approve Ordinance 2015-75.	
Staff Report	
This agenda item was originally scheduled to be heard by the City Council in September. Because the Planning and Zoning Commission voted to table its review of the request at its Sept. 1, 2015 meeting, the City Council hearings had also been postponed to October. Staff is initiating this proposed change to add a new zoning district, Planned Unit Development (PUD). Section 122 of the Land Development Code has 14 zoning districts that a property may be assigned for a zoning designation. Historically, a PUD has been approved through a conditional use permit (CUP) with the specific conditions contained in the document, but with an underlying zoning district such as Urban Estate. This has caused some confusion when a PUD is processed and finally recorded after approval. Additionally, processing annexations for properties under the Interlocal Service Boundary Agreement (ISBA) process is also more complex if the existing zoning in Lake County is PUD. The City would typically process the related administrative requests for rezoning and a future land use change at the time of the annexation hearings. However, because the City is the applicant with ISBA annexations, the property owner would not sign the related CUP for a PUD. Because a rezoning to a PUD would be by ordinance, it would be signed by City officials and not the property owner. A majority of other governmental jurisdictions have a PUD zoning district. For the new PUD zoning, the application would still be processed the same way, including the majority of the requirements as outlined in Article IV, Planned Unit Developments, of Section 122. A few changes in this article have been proposed, such as reducing the contiguous area of property from 10 acres down to one acre. This recommendation recognizes that land costs have increased significantly, and there are fewer parcels containing 10 contiguous acres. This reduction also encourages redevelopment and infill on smaller sites with some flexibility. The PUD would still have to be presented to the Planning and Zoning Commission and the City Council for review and approval. Staff recommends approval of Ordinance 2015-75 to create a new zoning district, Planned Unit Development (PUD). <i>At the Planning & Zoning Commission meeting Oct. 6, 2015, Commissioner Carlos Solis moved to recommend approval of the land development code amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ordinance	2015-75 Ordinance.doc	
2.	P&Z minutes	P&Z minutes Ord. 2015-75.pdf	
3.	Legal ad	PUD Zoning AD.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-75

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, ARTICLE IV PLANNED UNIT DEVELOPMENTS; CHAPTER 122 ZONING, SECTION 122-311 PURPOSE AND INTENT OF ARTICLE; SECTION 122-313 GENERAL REQUIREMENTS; SECTION 122-314 LOCATION; SECTION 122-315 REVIEW CRITERIA; SECTION 122-316 PROCEDURE FOR REVIEW AND APPROVAL; SECTION 122-317 AMENDMENTS TO DEVELOPMENT PLAN; SECTION 122-318 CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on October 6, 2015 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 122 Zoning, of the City of Clermont's Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Florida as follows:

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Chapter 122 – ZONING

ARTICLE IV. - PLANNED UNIT DEVELOPMENTS ~~CREATED THROUGH THE~~ PLANNED UNIT DEVELOPMENT ZONING DESIGNATION

CITY OF CLERMONT
ORDINANCE No. 2015-75

Section 122-311. - Purpose and intent of article.

1. Within zoning districts now existing or which may hereafter be created, it is intended to permit as a conditional use through the planned unit development zoning district, on application and on approval of site, use and building plans, creation of new Planned Unit Developments (PUD) for flexible comprehensive development purposes where tracts suitable in location and character for the uses and structures proposed are to be planned and developed as units. Suitability of such tracts for the plans and development proposed for the Planned Unit Development shall be determined by the City Council upon reference to the Comprehensive Plan, Future Land Use Map, Future Land Use District designations, applicable development plans which have been adopted, and the existing and prospective character of the surrounding development.
2. The purpose of this Article is to encourage the accomplishment of a more complete living environment through the application of enlightened and imaginative approaches to community planning and shelter design. This alternative should introduce a variety of architectural solutions, provide for the preservation of natural features and scenic areas, reduce land consumption by roads, separate vehicular and pedestrian circulation systems, originate approaches to a meaningful integration of open space networks and recreation areas within the development, establish neighborhood identity and focus, and ideally provide for the compatible coexistence of man with the environment. In view of the substantial public advantages of Planned Unit Developments, it is the intent of this Article to promote and encourage development in this form where appropriate in location and character to the surrounding development.

Section 122-312. Definition.

For the purposes of this Land Development Code, a Planned Unit Development means an area with a specified minimum contiguous acreage, as specified by this Land Development Code, to be planned, developed, operated and maintained as a single entity containing a system of structures and uses planned as an integral unit of development having appurtenant common areas, open spaces, yards, building setbacks, and buffer strips, approved in accordance with the provisions of this Land Development Code.

Section 122-313. General requirements.

The following general requirements and special regulations shall apply to all Planned Unit Developments:

1. Minimum area. No site shall qualify for a planned unit development unless the development consists of a contiguous area of at least ~~ten-one~~ one acres or more.

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2. Unified control.

All land included for purposes of development within a Planned Unit Development shall be owned or under control of the petitioner for such zoning designation, whether that petitioner is an individual, partnership or corporation, or group of individuals, partnerships or corporations. The petitioner shall present firm evidence of the unified control of the entire area within the proposed Planned Unit Development and shall state agreement that, if he proceeds with the proposed development, he shall:

- a. Do so in accord with the officially approved final master land use plan of the development, and such other conditions or modifications as may be attached to the special regulations.
- b. Provide agreements, covenants, contracts, deed restrictions, improvements or sureties acceptable to the City Council for completion of the undertaking in accordance with the formally approved final Master Land Use Plan, as well as for the continuing operation and maintenance of such areas, functions, facilities and improvements as are not to be provided, operated and maintained at general public expense.
- c. Bind all development successors in title to any commitments made under Subsections (2) a and b of this Section.

3. Development approval.

Formal approval of all Planned Unit Developments shall be granted according to comprehensive and detailed plans satisfactory to the City Council. Such approval shall be contingent upon specific evaluation of project concept, uses, density or intensity, location, and recreation and open space areas. Items required for such analysis and approval may include but are not limited to:

- a. Plans detailing streets, utilities, lot or building sites, setbacks, impervious surface ratio, landscaping and the like for the overall project; and site plans, floor plans and elevations for all buildings as intended to be located, constructed or used, as related to each other, and detailed for other uses and improvements on the land as related to the buildings and structures.
- b. A program for provision, operation and maintenance of such areas, improvements, facilities and services as will be for common use by some or all of the occupants of the Planned Unit Development, but will not be provided, operated or maintained at general public expense.

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- c. Pertinent research studies, analysis or calculations that satisfactorily identify infrastructure impacts and indicate means for concurrency with warranted improvements.

Section 122-314. Location.

1. A Planned Unit Development may be established in existing zoning districts, or over a combined area of several zoning districts, or in such districts as may be determined by the City Council pursuant to a Planned Unit Development application, where tracts suitable in location and character for the uses and structures proposed are to be planned and developed as a Planned Unit Development, according to the requirements and procedures set forth in this Article. In considering a Planned Unit Development, among the criteria to be used shall be the location and nature of the Planned Unit Development with respect to intended functions and the pattern of development existing or proposed in the general plan or other officially adopted plans, and to public and private facilities and services existing or clearly to be available by the time development reaches the stage where they will be required.
2. The location of the Planned Unit Development shall be designated on the Zoning Map by the designation "PUD" ~~followed by the proper designation of the existing zoning district or districts with the specific Resolution Ordinance No. called out.~~

Section 122-315. Review criteria.

In reaching recommendations and decisions on the granting of approval for a Planned Unit Development, the following standards shall be used:

1. Location.
 - a. Relation to major transportation facilities.

The criteria to be considered for location of a Planned Unit Development are its location with respect to local streets, collector streets, minor arterials or major arterials, and other transportation facilities, including frontage or reverse frontage roads, or the creation thereof, so as to provide direct access to such areas, thereby minimizing the creation or generation of traffic along local and collector streets in residential neighborhoods or other areas outside the Planned Unit Development.

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b. Relation to public utilities, facilities and services.

The criteria to be considered are the location of the Planned Unit Development in relation to sanitary sewers, potable water lines, stormwater and surface drainage water systems, and other utilities, systems and installations, or such information as will allow the determination as to whether the extension or enlargement of such systems in manner, form, character, location, degree, scale or timing may result in higher net public cost or earlier incursion of public cost than would development in forms generally permitted under existing zoning for the area. Such Planned Unit Development districts shall be so located with respect to necessary public facilities as to have access to such facilities in the same degree as would development permitted under existing zoning, and shall be so located, designed and scaled that access for public services is equivalent to, and the net costs for such services is not greater than, access and net costs for public services for development as permitted under existing zoning. A further criterion is the applicant's agreement to:

1. Provide adequate and appropriate facilities, utilities or services approved by the City Council to meet the needs arising out of the Planned Unit Development, and ensure their satisfactory continuing operation permanently or until appropriate public utilities, facilities or services are available and used; or
2. Make provisions acceptable to the City Council if required for offsetting any added net cost or early commitment of public funds made necessary by such development. Expenses involved in making such determinations as may be required in establishing this information shall be paid by the applicant. Final determination of these matters shall be made by the City Council.

c. Physical character of site and relation to surrounding property.

1. The site shall be suitable for development in the manner as approved under the Florida Building Code, and the applicable state, county and city laws.
2. The natural topography, soils, natural vegetation and surface water should be preserved and utilized through the careful location and design of circulation ways, buildings and structures, parking areas, recreation areas, open space and drainage facilities.
3. Buildings and recreation areas should be situated to take full advantage of natural air flow, sun angle and scenic vistas.

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2. Uses, density, open space, living area per family and other regulations.

Within a Planned Unit Development, any principal and accessory use, density, intensity, setbacks, impervious surface ratio, open space, living area per family and other regulation may be permitted which is already permitted in the existing zoning districts or Planned Unit Development districts as may be determined by the City Council pursuant to a Planned Unit Development application, in which such Planned Unit Development is located. The arrangement and location of the permitted principal and accessory uses may not be subject to the existing zoning regulations, but shall be subject to the approval of the City Council. Deviations from the permitted principal and accessory uses, density, intensity, setbacks, impervious surface ratio, open space, living area per family, and other regulations may be granted upon approval of the Planned Unit Development ~~conditional use permit~~ application by the City Council. Criteria to be considered by the City Council for approval of deviations as described in this Subsection may include but are not limited to:

- a. Private renewal and redevelopment that creates a better urban environment through the assembly of land;
- b. Providing of public useable open space through the provision of plazas, parks and walkways;
- c. Clearance of obsolete, blighted or undesirable buildings and uses;
- d. Dedication of waterfront protection and enhancement of views for the public, especially lakefront and riverfront areas;
- e. Preservation of historical structures and areas;
- f. Provision of parks or other landscaping which will enhance the environment; and
- g. Other public benefits.

Section 122-316. Procedure for review and approval.

1. Pre-application procedure (~~recommended~~ required).
- a. Before any preliminary work is prepared, the developer should become familiar with the regulations and requirements for a Planned Unit Development in order to avoid ponderous expenditures of time, effort and money, only to find that unnecessary costly changes are required by the City Council to make the plans conform to existing requirements.

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- b. The pre-application conference is designed to afford the developer an opportunity to avail himself of the advice and assistance of the appropriate city officials regarding the proposed project before formal application. No statement or representation made prior to the official review shall be binding on the Planning and Zoning Commission or the City Council.
- c. The developer should prepare or have prepared a conceptual sketch plan showing the boundaries of the property to be developed, and physical information should also be readily available. The sketch plan need not be at any particular scale or drawn on any special material or meet any other specifications. However, the drawing should reasonably represent the property and reasonably indicate the intended use of the property.

2. Application for ~~conditional-use permit~~ Planned Unit Development.

An applicant applying for a ~~conditional-use permit~~ Planned Unit Development shall submit an application for a Planned Unit Development in accordance with the provisions of Chapter 86, Article III, Division 3. The application shall be filed in the office of the ~~director of Planning~~ Manager on or before the date established for such submission as adopted by resolution of the City Council. The application shall be accompanied by the following documents and information:

a. Evidence of unified control.

The applicant shall submit the evidence of unified control of the proposed Planned Unit Development to effectuate the proposed plan, including a statement of all the ownership in the tract of land and the proposed development.

b. Survey.

The applicant shall submit a survey of the tract to be developed showing existing features of the property, including but not limited to streets, alleys, easements, utility lines, existing land use, general topography and physical features.

c. Site development plans.

The applicant shall submit site development plans containing:

- 1. The title of the project and names of the professional project planner and the developer.
- 2. Scale, date and north arrow.

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3. Location and arrangement of all existing and proposed structures and buildings.
 4. Proposed traffic circulation pattern within the development.
 5. Areas to be developed for parking.
 6. The points of ingress and egress.
 7. The relationship of abutting land uses and zoning districts.
 8. Proposed phases, lots and blocks, if any.
 9. Locations of different uses proposed by dwelling types, recreational facilities, open space, commercial or industrial uses, other permitted uses and off-street parking.
 10. A statement of anticipated residential density or other commercial or industrial intensity of uses, including, when applicable, the proposed total gross floor area and the percentages of the development to be occupied by structures or buildings including square footage and floor area ratio.
 11. ~~County pollution control board~~, St. Johns River Water Management District or other jurisdictional agency approval as to drainage, if applicable.
 12. Preliminary drawings of existing and proposed structures and landscaping.
- d. Development schedule.

When a Planned Unit Development is to be constructed in stages, a schedule of development shall be submitted with anticipated time frames. ~~No such stage shall have residential density that exceeds the proposed density of the entire PUD. When a PUD provides for common open space at any stage of development, it shall, at a minimum, bear the same relationship as the total open space to be provided in the entire development.~~

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- e. Traffic survey and economic feasibility study.

When it is deemed necessary:

1. The Planning and Zoning Commission or the City Council may require a traffic survey setting out and analyzing the effect that the Planned Unit Development will have on the traffic system adjacent to and in the vicinity of the proposed Planned Unit Development.
2. The City Council may require an economic feasibility study.

- f. Provisions for maintenance of open space and recreational facilities.

When a Planned Unit Development includes common open space or recreational facilities, a statement describing the provisions for the care and maintenance of such open space or recreational facilities must be made. Satisfactory provisions shall be made to ensure that nonpublic areas and facilities for the common use of occupants of the Planned Unit Development, but not in individual ownership of such occupants, shall be maintained in satisfactory manner without expense to the taxpayers of the City. This may be provided by the incorporation of an automatic membership home association for the purpose of continuously holding title to such nonpublic areas and facilities, and levying assessments against each individual owner; whether his property is improved or not, for the purpose of paying the taxes and maintaining such nonpublic areas and facilities, which may include but shall not be limited to recreational areas, off-street parking areas, walkways, lighting and common landscaped areas. Such assessments shall be a lien superior to all others, including but not limited to mortgage liens, save and except tax liens. Other methods may be acceptable, if the method positively provides for the proper and continuous payment of taxes and maintenance without expense to the taxpayers of the City. The instrument incorporating such provisions shall be approved by the City Attorney as to form and legal sufficiency before submission to the City Council and shall be, upon approval of the ~~conditional use permit for a~~ Planned Unit Development by the City Council, recorded in the public records of the county.

- g. Restrictive covenants.

Copies of any restrictive covenants that are to be recorded with respect to property included in the Planned Unit Development shall be submitted.

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3. Action on preliminary development plan.

After receiving the application, the administrative official, the City Manager or his designated representative, shall review the development plan. During the review, the administrative official may request the applicant to confer on the Planned Unit Development concerning any suggested changes in the original proposal and additional information necessary to make essential findings. In the course of the conferences, any agreements or disagreements between the administrative official and the applicant shall be recorded in writing and shall become part of the record.

4. Platting requirements.

If it is determined by the City Council that the lands encompassed by the Planned Unit Development must be platted or re-platted, this must be done in accordance with the procedures and regulations set forth by the Codes and Ordinances of the City.

5. Recommendation by administrative official.

The administrative official shall either recommend approval of the application as submitted, approval with modifications, or disapproval of the proposal, and shall set forth the reasons for the recommendation.

6. Hearing and recommendation by Planning and Zoning Commission. The Planning and Zoning Commission shall, within 30 days after receiving the administrative official's report, hold a public hearing on the application. Such public hearing shall consider all aspects of the administrative official's findings, and of the proposed Planned Unit Development. Within 30 days after the last public hearing on such plan, the Planning and Zoning Commission shall prepare and transmit to the City Council specific findings of fact, together with its recommendations. The Planning and Zoning Commission may recommend approval of the Planned Unit Development as proposed, approval conditional on stated modifications, or disapproval.

7. Action by City Council.

a. Granting or denial.

The City Council shall, within 30 days after receiving the Planning and Zoning Commission's report, hold a public hearing on the application. Such public hearing shall consider all aspects of the Planning and Zoning Commission's findings, and of the proposed Planned Unit Development. The City Council shall either grant the application, with or without modifications, or deny such application. If the ~~conditional-use permit~~ Planned Unit Development is granted, the area of land involved shall be designated as a ~~conditional-use~~ Planned Unit Development by resolution ordinance, and such ~~resolution ordinance~~ shall include any condition or restriction that may be imposed by the City Council.

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b. Performance bond.

A performance bond may be required by the City Council to ensure that necessary improvements are completed according to approved development permits and development orders, to ensure that no ecological damage is done to surrounding properties or waters, and to ensure the restoration of the subject land to a state that would permit no ecological damage if the project should fail or be abandoned or work stopped for any reason for a period of more than six months, and the bond shall be utilized by the city council in the restoration, as nearly as possible, of the land to a state equivalent to the natural ecological conditions prevailing at the time of the issuance of the ~~conditional-use permit~~ Planned Unit Development. The bond shall terminate at a time after phase or stage completion or final completion as determined by the City Council. The bond may be a surety bond, a cash bond, or an unencumbered certificate of deposit, bank savings account or government security assigned to the City for the purpose of these requirements.

8. Effect of approval.

The Master Land Use Plan as approved, together with the conditions and restrictions imposed, shall constitute the ~~conditional-use permit and~~ Planned Unit Development zoning on the land, and no development permit or development order shall be issued except in conformity with all provisions of the grant of ~~conditional-use~~ Planned Unit Development. The terms of the grant of ~~conditional-use~~ the Planned Unit Development shall be binding on the applicant and any successors in interest during any time period specified as a safeguard in the granting of the ~~conditional-use~~ Planned Unit Development.

9. Expiration of approval.

If development actions required by the ~~grant of conditional-use~~ granting of the Planned Unit Development are not taken within any time limits set in the ~~grant of conditional-use~~ Planned Unit Development, the Planning and Zoning Commission shall review the circumstances and recommend to the City Council that:

- a. Revised time limits be set, and the recommendation shall include proposals for appropriate action in respect to any legal instruments involved in the case; or
- b. The ~~grant of conditional-use~~ Planned Unit Development be canceled.

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10. Development permits.

Development (building) permits shall be obtained for each and every structure erected, and construction and operation of the proposed use shall comply at all times with the regulations of the City and other governmental agencies. Prior to the issuance of any development permits, complete building plans shall be submitted to the City for approval. The plans shall be in substantial conformity with plans approved by the Planning and Zoning Commission and City Council. Separate facilities deemed possible sources of pollutants shall have received approval from appropriate federal, state, county and city departments or agencies prior to construction.

Section 122-317. Amendments to development plan.

Changes in plans approved as part of the ~~grant of conditional use~~ Planned Unit Development under this Article may be permitted upon application by the petitioner or his successors in title or interest, but only upon a finding that any such changes are in accord with all regulations in effect when the change is requested and the general intent and purpose of the Comprehensive Plan in effect at the time of the proposed change. Application for approval of such amendment shall be filed and acted upon in the same manner as prescribed in this Article for original application for approval of Planned Unit Development projects.

Section 122-318. Conflicting provisions.

After public hearings and upon the findings by the Planning and Zoning Commission and the City Council that the grant of a ~~conditional use~~ Planned Unit Development in the particular case serves a greater public purpose as to design of the particular plan and its relationship to the surrounding area, it is intended that, where there are conflicts between the requirements of this Article and other provisions of this Land Development Code, the provisions of this Article shall apply.

Section 122-319. Application fees.

Fees for Planned Unit Development application shall be established by resolution of the City Council and on file in the City Clerk's office.

Section 122-320—122-340. - Reserved.

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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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Mr. McCarthy stated that there is an intersection at Hartle Road in the future. He stated that if the drawings show a crash gate, it would be for emergency access only.

Commissioner Smith asked about the home sizes.

Mr. McCarthy stated that the size of the homes will be between 1600 and 3800 square feet.

Commissioner Smith asked if the ponds are acidic.

Mr. McCarthy stated they have not recently tested the water but they will. He stated the lakes are clear.

Commissioner Proli said she read that this area is a flood zone.

Mr. Townsend stated that they do not anticipate anyone being required to have flood insurance.

Commissioner Proli stated that she has concerns about the impact to the schools.

Ms. Bonifay stated that in March they received a concurrency letter from the Lake County Schools, and that they met concurrency. She stated she was surprised to see the concurrency report in the packet showing they would exceed capacity.

Commissioner Proli stated that she does not approve of multi-family being next to single-family.

Mr. McCarthy stated that they have several successful communities that have multi- and single-family homes. He stated that they don't put single-family homes next to townhomes. He stated that there will be a block of townhomes, then a block of single-family.

Commissioner Hubbard moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was 4-1 to recommend approval with Commissioner Proli opposing.

3. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Article IV Planned Unit Developments; Chapter 122 Zoning, Section 122-311 through Section 122-318.

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

Staff is initiating this proposed change to add a new zoning district, Planned Unit Development (PUD). Section 122 of the Land Development Code has 14 zoning districts that a property may be assigned for a zoning designation. Historically, a planned unit development has been

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approved through a Conditional Use Permit with the specific conditions contained in the document, but with an underlying zoning district such as Urban Estate. This has caused some confusion when a planned unit development is processed and finally recorded after approval. Additionally, processing annexations for properties under the Interlocal Service Boundary Agreement (ISBA) process is also more complex if the existing zoning in Lake County is planned unit development. The City would typically process the related administrative requests for rezoning and a future land use change at the time of the annexation hearings. However, because the city is the applicant with ISBA annexations, the property owner would not sign the related conditional use permit for a planned unit development. Because a rezoning to a planned unit development would be by ordinance, it would be signed by city officials and not the property owner.

A majority of other governmental jurisdictions have a planned unit development zoning district. For the new planned unit development zoning, the application would still be processed the same way, including the majority of the requirements as outlined in Article IV, Planned Unit Developments, of Section 122. A few changes in this article have been proposed, such as reducing the contiguous area of property from 10 acres down to one acre. This recommendation recognizes that land costs have increased significantly, and there are fewer parcels containing 10 contiguous acres. This reduction also encourages redevelopment and infill on smaller sites with some flexibility. The planned unit development would still have to be presented to the Planning and Zoning Commission and the City Council for review and approval.

Staff recommends approval of Ordinance No. 2015-75 to create a new zoning district, Planned Unit Development (PUD).

Commissioner Solis moved to recommend approval of the land development code amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

There being no further business, the meeting was adjourned at 8:29 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-75

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, SECTION 122, ARTICLE III DISTRICTS; ARTICLE IV PLANNED UNIT DEVELOPMENTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, September 1, 2015 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, September 22, 2015 at 6:30 p.m. for final enactment.

All meetings will be held in City Hall, located at 685 West Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd
City Clerk

Daily Commercial
August 25 and September 8, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Ordinance No. 2015-70 <i>Final</i>		
Requested Action		
Move to approve Ordinance 2015-70.		
Staff Report		
The applicant, Mattamy Homes, is requesting annexation of the parcels. This request is being heard concurrently with requests for a large-scale comprehensive plan amendment and a conditional use permit (CUP) for a planned unit development (PUD). The property was previously mined and is now vacant. The applicant desires to develop the property for residential use and has previously received approval from Lake County. The applicant is requesting City services for the 540-acre project. The property is contiguous to the City limits along the northwest boundary of the project and a small portion on the east side. The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. The annexation would assign the default zoning in the City of Urban Estate Low Density Residential. The applicant is requesting a CUP for a PUD for single family and multi-family residential, and the property will maintain the underlying zoning of Urban Estate. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2014-70.doc	
2. Maps	WaterBrooke Maps.pdf	
3. Application	ANN application.pdf	
4. Legal ad	ANN legal ad WaterBrooke.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-70

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, less and except the west 1660 feet thereof;

AND

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Parcel 3:

U.S. Government Lot 1, less and except the north 660 feet of the west 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet north of the southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run west 1305 feet; thence run south 8.3 feet; thence run west to the southwest corner of the NW 1/4 of said Section 35; thence north to the northwest corner of the south 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence east to the northeast corner of the south 1/2 of the SE 1/4 of the NW 1/4; thence south to the point of beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the east line of said Lot 5, for a distance of 701.16 feet to the north line of the southwest 1/4 of the southwest 1/4 of said Section 27; thence S89°03'05"E along said north line, 16.98 feet to the west line of the east 3/4 of the south 1/2 of said Section 27; thence S00°24'50"W along said west line, 710.74 feet to the north line of the south 610.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 27; thence departing said west line run N75°03'48"W, 39.92 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the point of beginning.

AND

Parcel 7:

That part of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows: Begin at the southeast corner of said Lot 5; thence N00°55'27"E along the east line of said Lot 5 for a distance of 696.49 feet; thence departing said east line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61

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feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the Point of Beginning.

Easement Parcel A:

Together with an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run south 0°10' west through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The east 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

Begin at an iron rod and cap marked "RLS 4264" at the southeast corner of the north 660.00 feet of the west 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the south line of said north 660.00 feet of the west 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the northerly right of way line of Hartle Road; thence run N80°06'21"E along said northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the northwest and having a radius of 467.00 feet; thence run northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said northerly right of way line for a distance of 6.13 feet to a point on the east line of said west 660.00 feet of Government Lot 1; thence leaving said northerly right of way line run N00°29'39"W along aid east line for a distance of 0.12 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along west line of the northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the northwest corner of the south 1/2 of the southwest 1/4 of the northwest 1/4 of said Section 35; thence leaving said west line run S88°23'30"E along the north line of the south 1/2 of the southwest 1/4 of the northwest 1/4 and the north line of the south 1/2 of the southeast 1/4 of the northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the point of beginning; thence leaving said north line run S00°00'09"E for a distance of 298.67 feet to a point designated as point A; thence run S89°59'51"W for a

CITY OF CLERMONT
ORDINANCE No. 2015-70

distance of 58.00 feet to a point of termination A of this centerline; begin again at aforesaid point A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the northwest and having a radius of 2000.00 feet; thence run northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the northwest and having a radius of 500.00 feet; thence run northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the southwest and having a radius of 350.00 feet; thence run easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the northeast and having a radius of 250.00 feet; thence run southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the southeast and having a radius of 750.00 feet; thence run northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the east line of Government Lot 1, said Section 35 and the point of termination B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the west 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the east-west center of section line of said Section 35, a distance of 857.52 feet to the point of beginning; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the east line of the platted portion of Postal Colony Company, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said east 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said east line, a distance of 12.98 feet to the northeast corner of said platted portion of Postal Colony Company; thence departing said east line, run N89°33'17"W along the north line of said Postal Colony Company, a distance of 481.55 feet to the point of beginning. Alternate Keys 1095972, 3882911, 1095964, and 2717874

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of

CITY OF CLERMONT
ORDINANCE No. 2015-70

Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any section or part of a section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be separable in meaning and effect from the section to which such holding shall apply.

SECTION 5.

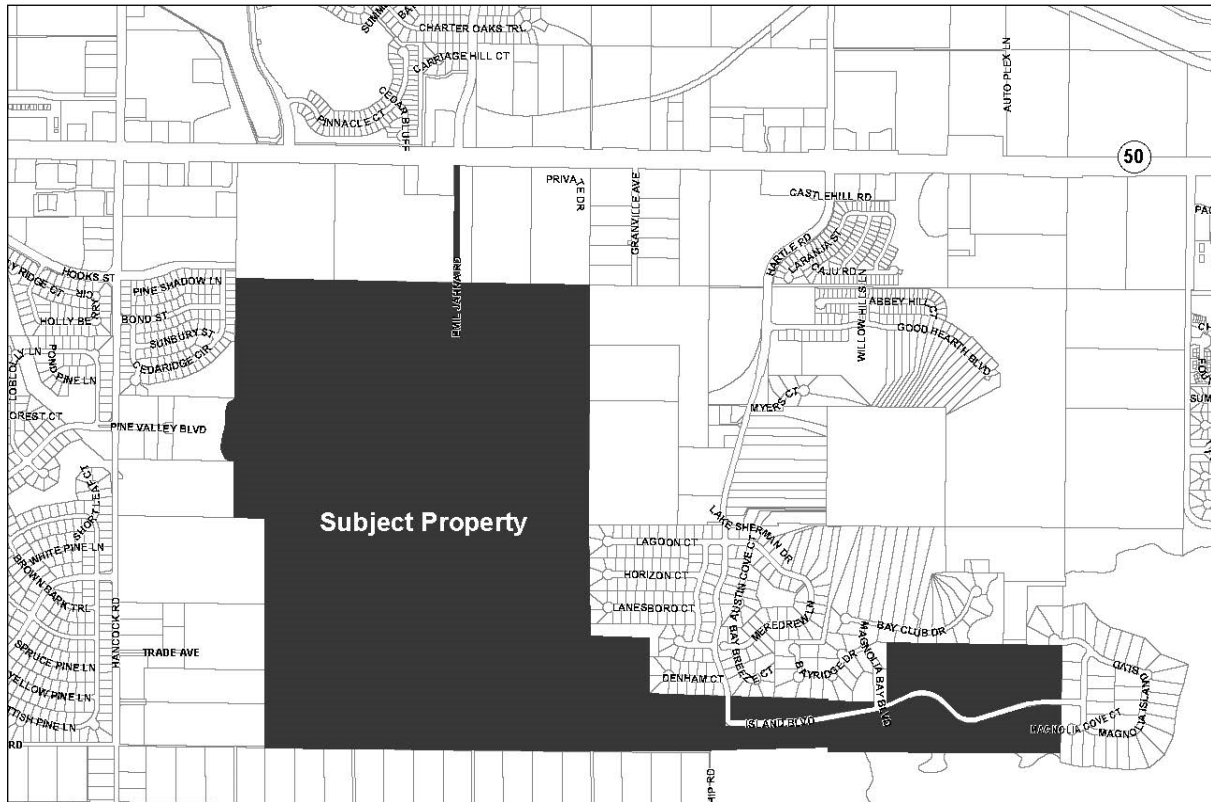
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-70

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-70

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit - Location Map WaterBrooke

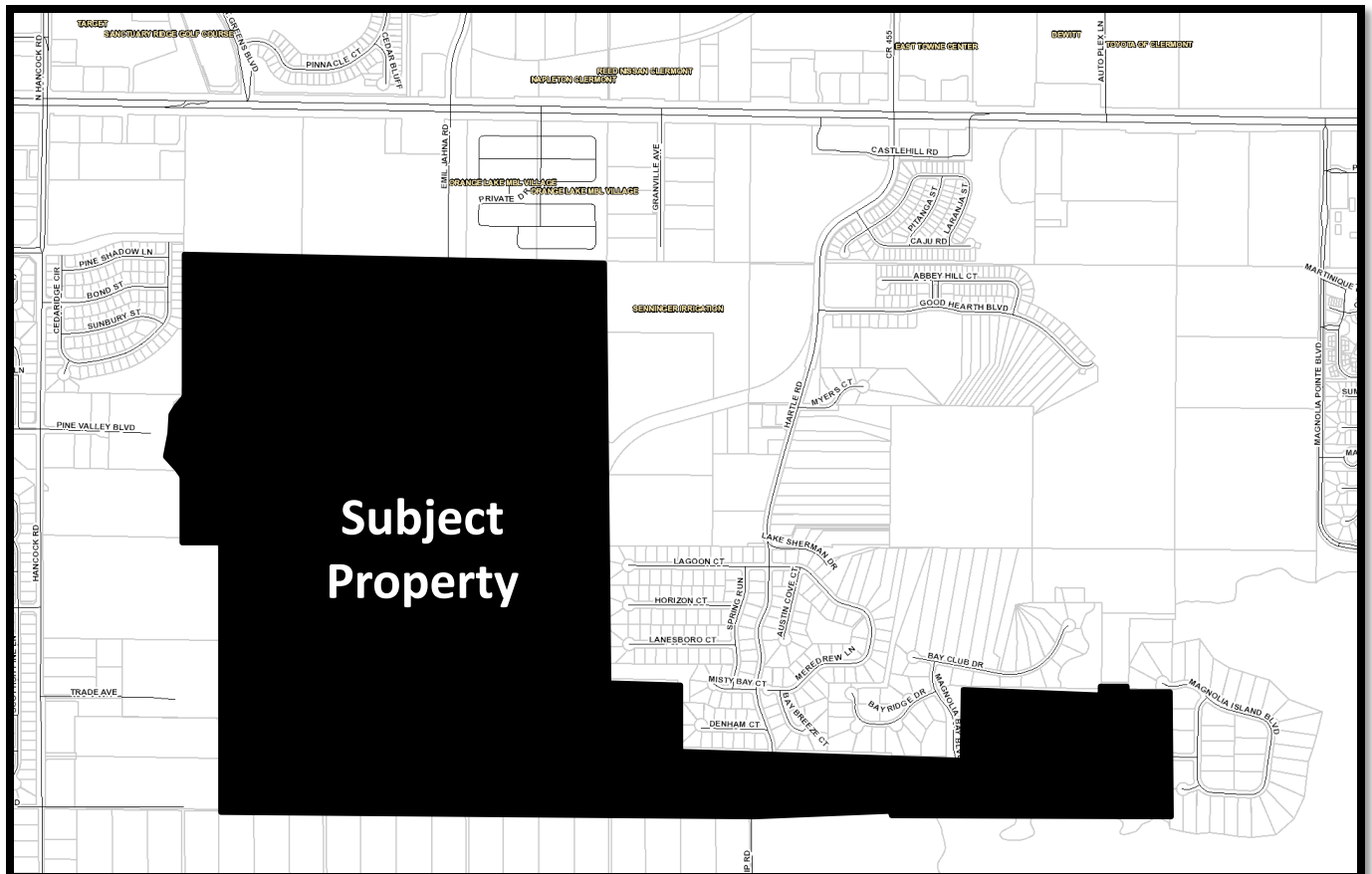


Exhibit – Future Land Use Map WaterBrooke

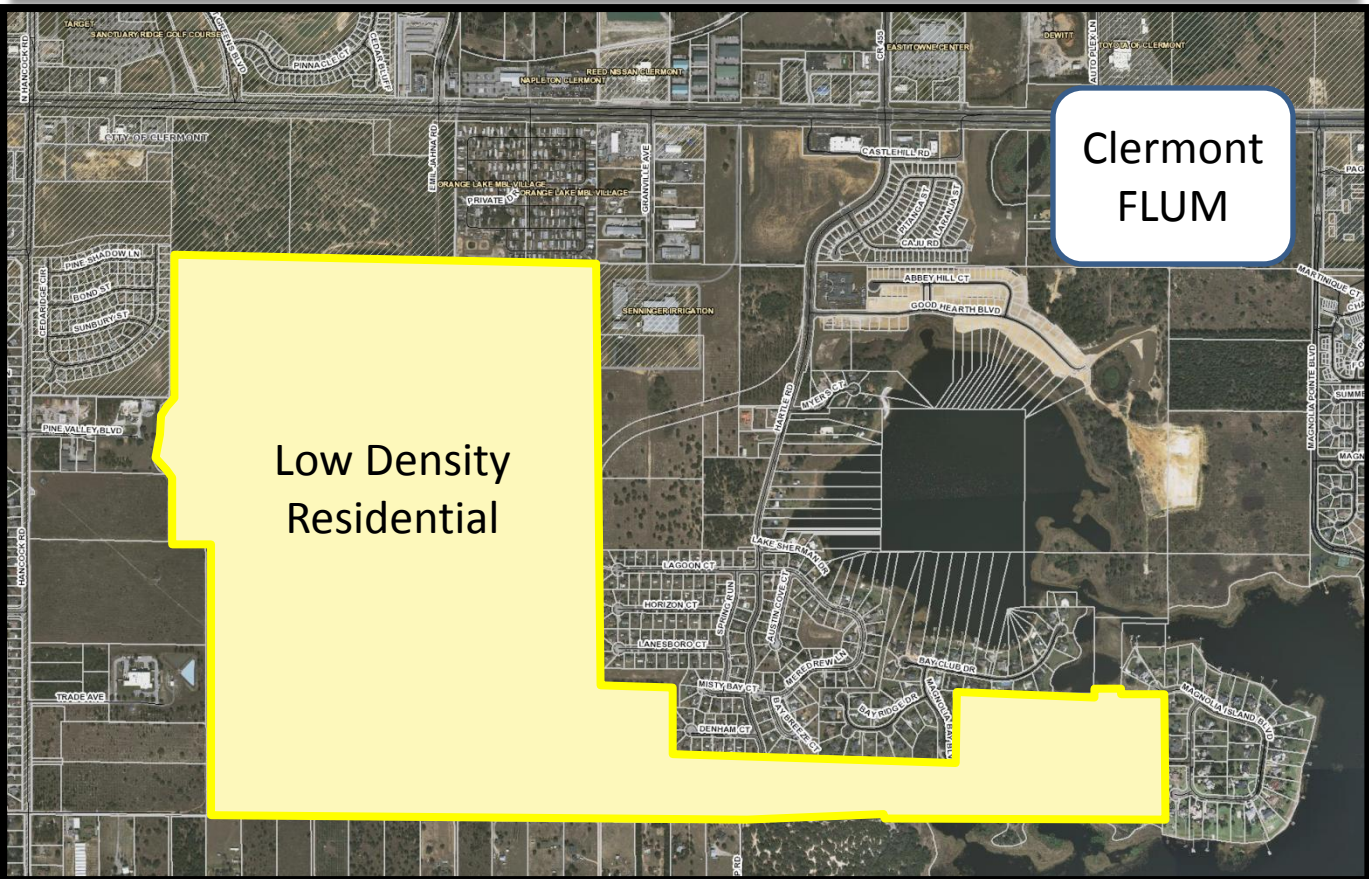
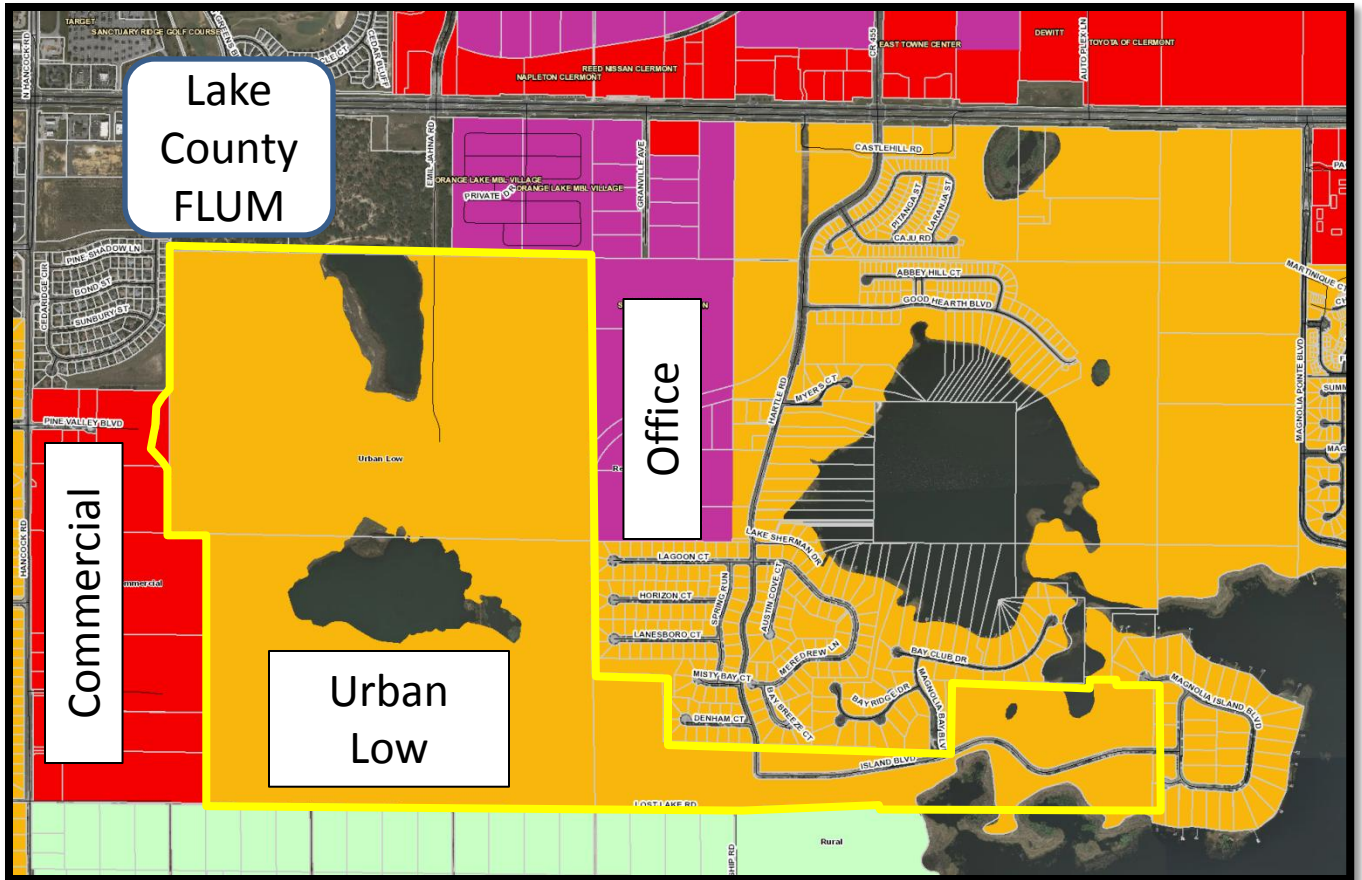
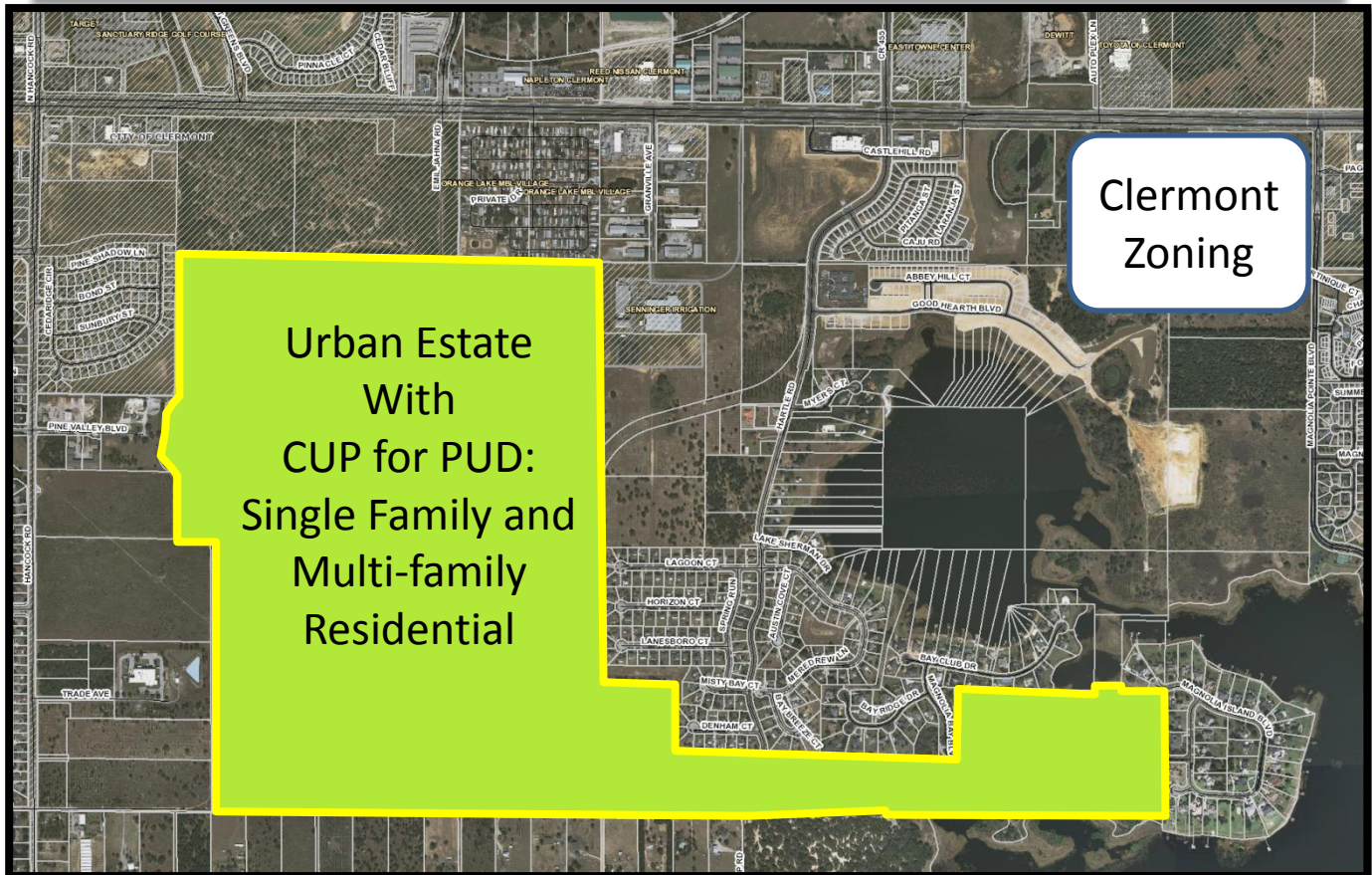
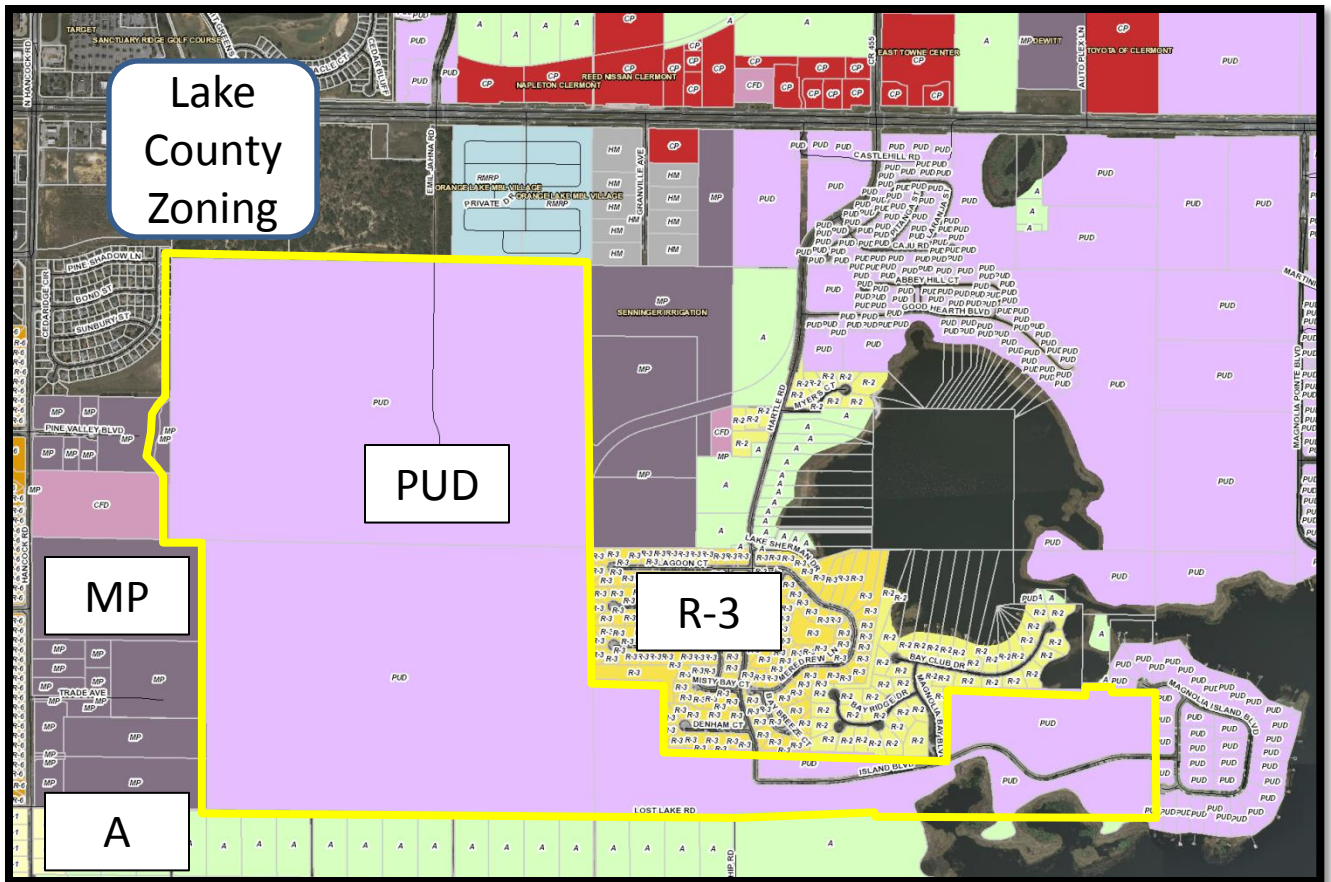


Exhibit – Zoning Map WaterBrooke





APPLICATION & PETITION

DATE: 6/12/15

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): WaterBrooke (f/k/a Jahna PUD)

APPLICANT: Mattamy Orlando LLC - Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

Applicant is: Owner: X Agent: Purchaser: Lessee: Optionee:

OWNER: Mattamy Orlando LLC - Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

AGENT NAME (Affidavit required): Akerman LLP - Attn: Cecelia Bonifay, Esquire

Address: 420 South Orange Avenue, Suite 1200

City: Orlando State: Florida Zip: 32801

Phone: 407-419-8540 Fax: 407-254-4230

E-Mail: cecilia.bonifay@akerman.com

AGENT NAME (Affidavit required): Donald W. McIntosh Associates, Inc. - Attn: Jeffrey J. Newton, P.E.

Address: 2200 Park Avenue North

City: Winter Park State: Florida Zip: 32789

Phone: 407-644-4068 Fax: 407-644-8318

E-Mail: jjnewton@dwma.com



Property address and/or general location: 13431 Emil Jahna Road, Clermont, Florida, approximately ½ mile south of State Road 50, east of Hancock Road, west of Hartle Road.

Area of property: 540 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Reclaimed sand mine; vacant land

The property is PROPOSED to be used for: Residential

Existing Lake County Land Use*: Urban Low Density

Existing Lake County Zoning*: PUD

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: Planned residential development

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warranty Deed.
(attach copy).

Section 27, 34, 35, Township 22E, Range: 26E

See attached boundary survey with legal description.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

02/02/2015



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

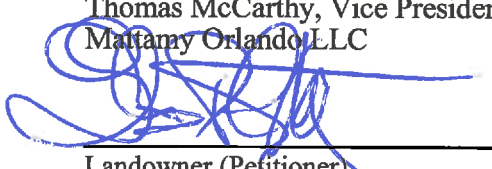
AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 10 day of June, 2015.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt

Thomas McCarthy, Vice President
Maltamy Orlando LLC



Landowner (Petitioner)

6/6/2015

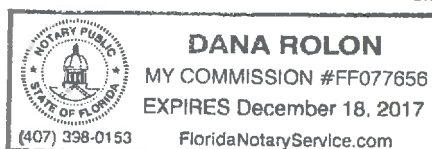
Date



Notary Public

12.18.17.

My Commission Expires



02/02/2015



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 8/12/15

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:

Planned residential development

3. That said authority (owner) has appointed (agent's name) Cecelia Bonifay, Esq. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

Thomas McCarthy, Vice President
Mattamy Orlando LLC

X

Owner (signature)

Sworn to and subscribed before
me this 10 day of June,
20 15.

Dana Rolon

Notary Public, State of FL
My commission expires:

Cecelia Bonifay, Esq.
Akerman, LLP

X

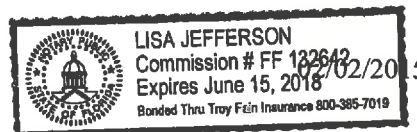
Agent's (signature)

Sworn to and subscribed before
me this 12th day of June,
20 15.

Lisa Jefferson

Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC (owner(s) name), who being by me duly sworn on oath, deposes and says:

4. That said authority is the fee-simple owner of the property legally described in this application.
5. That said authority desires an ANNEXATION to allow:

Planned residential development

6. That said authority (owner) has appointed (agent's name) Jeffrey J. Newton, P.E. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

C. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

D. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

Thomas McCarthy, Vice President
Mattamy Orlando LLC

X

Owner (signature)

Sworn to and subscribed before
me this 10 day of June,
2015.

Dana Rolon
Notary Public, State of FL
My commission expires:

Jeffrey J. Newton, P.E.
Donald W. McIntosh Associates, Inc.

X

Agent's (signature)

Sworn to and subscribed before
me this 10th day of June,
2015.

Lisa E. Toney
Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



02/02/2015

INSTRUMENT#: 2015063184 OR BK 4637 PG 795 PAGES: 6 6/11/2015 3:38:57 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$52.50 DEED DOC:\$117985.00

This Instrument was Prepared by
and Should be Returned to:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

Parcel ID# 2722260003-000-00500; 3422260001-000-00100; 3522260001-000-00600; and 2722260500-000-00501

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

WARRANTY DEED

THIS WARRANTY DEED is made and entered into as of this 5TH day of JUNE, 2015, by **NOLA LAND COMPANY, INC.**, a Florida corporation, whose address is 202 E. Stuart Avenue, Lake Wales, Florida 33853 (hereinafter called the "Grantor"), to **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32820 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida (the "Property"), described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except real property taxes accruing subsequent to December 31, 2014, and easements, restrictions and reservations of record, if any; however, this reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

NOLA LAND COMPANY, Inc., a Florida
corporation

Deborah Partlow
Print Name: Deborah Partlow

C. B. MYERS III
Print Name: C. B. MYERS III

By: [Signature]
Print Name: Allen J. Keesler
Its: President/CEO

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 2015, by ALLEN J. KEESLER, JR., as PRESIDENT/CEO of Nola Land Company, Inc., a Florida corporation, who [X] is personally known to me, or [] has produced _____ for identification.

(SEAL)

Deborah Partlow
Notary Signature

DEBORAH PARTLOW
Notary Public, State of Florida
My Comm. Expires Mar. 8, 2018
Commission No. FF 88384

Exhibit "A"**Parcel 1**

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

and

Parcel 2

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

and

Parcel 3

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

and

Parcel 4

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

and

Parcel 5

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

and

Parcel 6

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence North 00°55'27" East along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 89°03'05" East along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2

of said Section 27; thence South 00°24'50" West along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run North 75°03'48" West, 39.92 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the Point of Beginning.

and

Parcel 7

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence North 00°55'27" East along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run South 53°23'08" West, 100.90 feet; thence South 08°50'46" West, 57.13 feet; thence South 33°38'56" West, 31.61 feet; thence South 04°49'02" East, 40.96 feet; thence South 02°58'52" East, 93.11 feet; thence South 08°48'35" West, 60.57 feet; thence South 20°20'22" West, 82.37 feet; thence South 05°30'28" West, 59.91 feet; thence South 10°59'05" West, 70.76 feet; thence South 18°19'44" East, 68.63 feet; thence South 32°06'31" East, 46.35 feet; thence South 44°29'07" East, 31.79 feet; thence South 61°25'49" East, 40.03 feet; thence South 75°03'48" East, 26.77 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the centerline of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

ALL OF THE ABOVE LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida): BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run North 88°47'56" West along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run South 01°12'04" West for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run North 80°06'21" East along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run

North 65°14'58" East along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run North 00°29'39" West along said East line for a distance of 0.12 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run South 00°30'48" East along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run South 88°23'30" East along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF BEGINNING; thence leaving said North line run South 00°00'09" East for a distance of 298.67 feet to a point designated as POINT A; thence run South 89°59'51" West for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run North 89°59'51" East for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run North 80°06'21" East for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run North 65°14'59" East for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run South 44°11'00" East for a distance of 169.91 feet to a point on tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run North 72°29'25" East for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run South 89°08'11" East for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

Excluding that portion of Johns Lake South of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"X4" concrete

monument (no identification) (Certified Corner Record No. 38693); thence South $88^{\circ}00'40''$ East along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line South $88^{\circ}00'40''$ East, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying North $88^{\circ}00'40''$ West, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run North $00^{\circ}07'48''$ West along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run North $89^{\circ}33'17''$ West along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the Point of Beginning.

MATTAMY ORLANDO LLC
(Revised 10-14-14 to exclude Postal Colony overlap)

DESCRIPTION (FURNISHED BY CLIENT):

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

AND

Parcel 3:

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence S89°03'05"E along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2 of said Section 27; thence S00°24'50"W along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run N75°03'48"W, 39.92 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

AND

Parcel 7:

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence N00°55'27"E along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61 feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run N80°06'21"E along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run N00°29'39"W along said East line for a distance of 0.12 feet to the Point of Beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run S88°23'30"E along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF

BEGINNING; thence leaving said North line run S00°00'09"E for a distance of 298.67 feet to a point designated as POINT A; thence run S89°59'51"W for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run N89°33'17"W along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the POINT OF BEGINNING.

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29)).

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday October 27, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-70

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

(Alternate Keys 1095972, 3882911, 1095964, and 2717874)
South of S.R. 50, West of the Hartle Road, east of Hancock Road,
and north and south of Island Blvd

LEGAL DESCRIPTION

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;
AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, less and except the west 1660 feet thereof;
AND

Parcel 3:

U.S. Government Lot 1, less and except the north 660 feet of the west 660 feet, lying in Section 35, Township 22 South, Range 26 East;
AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;
AND

Parcel 5:

Begin 50.25 feet north of the southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run west 1305 feet; thence run south 8.3 feet; thence run west to the southwest corner of the NW 1/4 of said Section 35; thence north to the northwest corner of the south 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence east to the northeast corner of the south 1/2 of the SE 1/4 of the NW 1/4; thence south to the point of beginning;
AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the east line of said Lot 5, for a distance of 701.16 feet to the north line of the southwest 1/4 of the southwest 1/4 of said Section 27; thence S89°03'05"E along said north line, 16.98 feet to the west line of the east 3/4 of the south 1/2 of said Section 27; thence S00°24'50"W along said west line, 710.74 feet to the north line of the south 610.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 27; thence departing said west line run N75°03'48"W, 39.92 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the point of beginning.

AND

Parcel 7:

That part of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows: Begin at the southeast corner of said Lot 5; thence N00°55'27"E along the east line of said Lot 5 for a distance of 696.49 feet; thence departing said east line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61 feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the Point of Beginning.

Easement Parcel A:

Together with an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run south 0°10' west through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The east 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

Begin at an iron rod and cap marked "RLS 4264" at the southeast corner of the north 660.00 feet of the west 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the south line of said north 660.00 feet of the west 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the northerly right of way line of Hartle Road; thence run N80°06'21"E along said northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the northwest and having a radius of 467.00 feet; thence run northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said northerly right of way line for a distance of 6.13 feet to a point on the east line of said west 660.00 feet of Government Lot 1; thence leaving said northerly right of way line run N00°29'39"W along said east line for a distance of 0.12 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

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AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the west 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the east-west center of section line of said Section 35, a distance of 857.52 feet to the point of beginning; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the east line of the platted portion of Postal Colony Company, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said east 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said east line, a distance of 12.98 feet to the northeast corner of said platted portion of Postal Colony Company; thence departing said east line, run N89°33'17"W along the north line of said Postal Colony Company, a distance of 481.55 feet to the point of beginning.

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

See Map Below

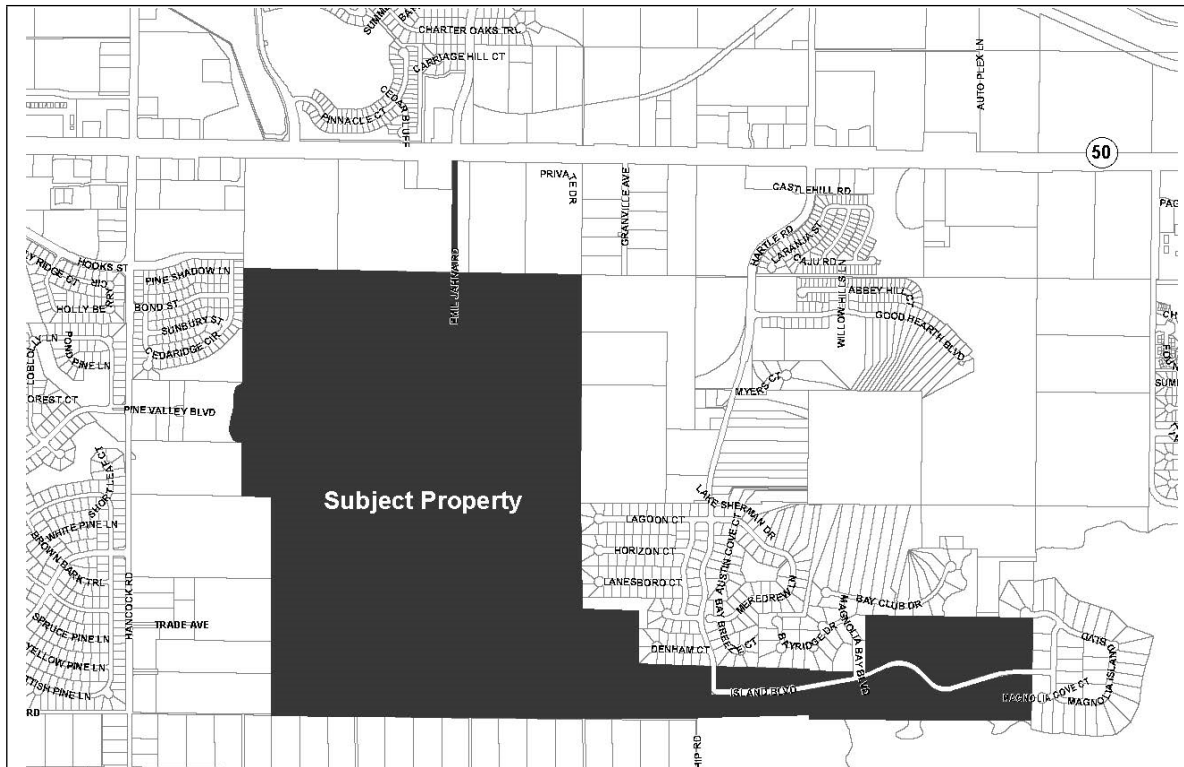
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
October 13, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 27, 2015	
Agenda Item Name	
Resolution No. 2015-24 <i>WaterBrooke</i>	
Requested Action	
Move to approve Resolution 2015-24.	
Staff Report	
The applicant, Mattamy Homes, is requesting a conditional use permit (CUP) for a planned unit development (PUD) consisting of 950 residential units. The development will be comprised of a majority of single family dwelling units with multifamily units also being offered. The applicant has received approval from Lake County for 894 dwelling units under PUD Ordinance #2014-80. The applicant desires to increase the number of dwelling units by 56 (6 percent) to offset the additional easements and rights-of-way that will be required for road improvements/re-alignment. City staff, the applicant, their representatives, and Lake County staff have met to work through the current ordinance and to incorporate the conditions into the City's CUP. The applicant has requested additional changes that are not included in the approved Lake County ordinance. These changes have necessitated the applicant requesting waivers to the City's code. Upon discussion and review, staff was able to support six requested waivers. These staff-supported waivers are contained in the CUP and include the following: 1. Allow private streets within the subdivision with gated entry/exits. <u>Section 110-192(1)</u> 2. Allow construction of Emil Jahna Road without bikeways and incorporate a 10-foot trail on the west side instead. <u>Section 110-194(3) and (4)</u> 3. Allow construction of 20-foot wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained. <u>Section 110-195(b)</u> 4. Allow cut and fill of up to 20 feet in the construction of Hartle Road to accommodate required road grades. <u>Section 94-195(b)(3)</u> 5. Allow street trees within the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than 6 feet from curbs and sidewalks as long as a minimum of 5 feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main. <u>Section 118-71(1)</u> 6. Allow community amenity buildings with a maximum building height of 55 feet. <u>Section 122-84(4)</u> Two additional waivers for off-site signage did not have staff support and have been withdrawn from consideration at the applicant's request. They are not included in the CUP. Additionally, the applicant has challenged several of the utilities provisions called out in the CUP. Staff's position is that these conditions are per code, and therefore, apply to the proposed project.	

With this being stated, staff recommends approval of the CUP for a PUD as written.

At the Planning & Zoning Commission meeting Oct. 6, 2015, Commissioner Tony Hubbard moved to recommend approval of the conditional use permit; seconded by Commissioner Carlos Solis. The vote was 4-1 to recommend approval with Commissioner Judy Proli opposing.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|-----|--------------------------------|--|
| 1. | Resolution | 2015-24.docx |
| 2. | CUP Conditions | CUP Conditions WaterBrooke 10-15-15 for Council.docx |
| 3. | Exhibit B - Conceptual Plan | Exhibit B 2015.pdf |
| 4. | Site plan | Site.pdf |
| 5. | Maps | WaterBrooke Maps.pdf |
| 6. | ROW Section | ROW concept plan.pdf |
| 7. | Amenity Center Concept | WaterBrooke Amenity Center.pdf |
| 8. | Amenity Elevation Concept | WaterBrooke Amenity Elevation Concept.pdf |
| 9. | Layout Concept | WaterBrooke Concept.pdf |
| 10. | Lake County Ordinance #2014-80 | 2014-80 Jahna PUD Amendment.pdf |
| 11. | School concurrency | Nola Land Co SC GIR and LET 03192015.pdf |
| 12. | P&Z minutes | P&Z CUP minutes.pdf |
| 13. | Application | PUD application.pdf |
| 14. | Legal ad | CUP Legal AD WaterBrooke.docx |

**CITY OF CLERMONT
RESOLUTION NO. 2015-24**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE UE URBAN ESTATE ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 6, 2015 recommended approval of this Conditional Use Permit to allow for a single-family and multi-family residential Planned Unit Development in the UE Urban Estate zoning district; at the following location:

LOCATION:

(Alternate Keys 1095972, 3882911, 1095964, and 2717874)
South of S.R. 50, West of the Hartle Road, East of Hancock Road,
and North and South of Island Blvd., WaterBrooke (Jahna) PUD

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

This application for a Conditional Use Permit to allow for a single-family and multi-family residential Planned Unit Development in the UE Urban Estate zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 – Land Uses

1. Residential:
 - a. A total of 950 residential dwelling units, comprised of single-family dwelling units, duplexes, and multifamily dwelling units (townhouses).
 - b. Phasing of Development: The project may be developed in one or more phases.
 - c. Development Standards: Development standards for the development of the residential dwelling units, shall be based on the size of the lot, as indicated in the table below:

CITY OF CLERMONT
RESOLUTION NO. 2015-24

Design item	Multifamily Dwelling Units (townhouses)		Single Family Detached			Single Family Attached Duplexes
	Rear Load (feet)	Front Load (feet)	Rear Load (feet)	Front Load (feet)	Front Load (feet) (80 feet and Greater)	Front Load and Rear Load
Minimum Lot Area	1,600	1,800	2,400	4,400	9,600	2,400
Minimum Living Area	1,000	1,000	1,400	1,500	1,500	1,200
Minimum Lot Width	20	20	30	40	80	24
Minimum Lot Depth	80	90	80	110	120	100
Minimum Front Building Setback	15	15	15	15	15	15
Minimum Front Porch Setback	10	10	10	10	10	10
Minimum Front Garage Setback	-	20	-	20	20	20
Minimum Rear Garage Setback	20	-	20	-	-	20
Minimum Side Yard Setback ¹	5	5	5	5	5	5
Setback From Side Street	15	15	15	15	15	15
Minimum Rear Yard Setback	20	20	20	20	20	20
Minimum Building Separation	10	10	10	10	10	10
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5	5	5	5	5	5
Maximum Impervious Surface Ratio (ISR) *** (See Note) ²	0.85	0.85	0.75	0.75	0.75	0.85
Maximum Building Height ³	40	40	40	40	40	40
Setback from Ordinary High Water Line, Mean High Water Line, or	50	50	50	50	50	50

CITY OF CLERMONT
RESOLUTION NO. 2015-24

Jurisdictional Wetland Line						
Minimum Front Yard Utility Easement	10	10	10	10	10	10
Minimum Side and Rear Yard Drainage and Utility Easement	5 ¹	5 ¹	5	5	5	5 ¹

¹Does not apply to interior side yards of attached townhomes and/or duplexes

²The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

³The maximum height for recreational amenity buildings shall be 55 ft.

A waiver to §122-84(4) of the LDC is granted to allow community amenity buildings with a maximum building height of fifty-five (55) feet.

Section 2 – Open Space

Open Space: A minimum of 25% of the net buildable area of the Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended. A waiver to Section 122-316(b)(4) of the Land Development Code has been granted to allow individual phases of the Planned Unit Development to exceed the overall density of the Planned Unit Development and to allow individual phases of the Planned Unit Development to be developed without providing common open space in proportion to that contained within the entire Planned Unit Development.

Section 3 – Landscaping, Buffering, and Screening

1. A 40-foot wide natural buffer with a six-foot high wall shall be provided along a portion of the northern boundary of Tract N-7 from the entrance to Magnolia Bay subdivision, west to the existing Hartle Road, as shown on the Exhibit "B" - Conceptual Plan.
2. A 50-foot landscaped buffer shall be provided along the boundary common with the Hills of Clermont subdivision.
3. No landscaping buffer is required along the perimeter of the Planned Unit Development adjacent to wetlands, open water and conservation areas.
4. A waiver to §118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.

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5. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

Section 4 – Environmental:

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite have been placed in a conservation easement. Areas placed in a perpetual conservation easement are shown in the Corrective Conservation Easement, which has been recorded in Lake County Official Records Book 4531, Pages 2401-2408. There are two existing borrow pits on the property that exist as a result of the former mining operation. The two borrow pits shall be utilized for stormwater management and are not required to meet any additional surface water and/or wetland requirements, including, but not limited to setbacks and buffers.
3. Site Grading/Mine Reclamation: Master Site Grading and Mine Reclamation for the project has been completed in accordance with the mass grading plan dated December 14, 2005, submitted to and approved by the Lake County Water Resources Management Division. The site grading was completed pursuant to Florida Department of Environmental Protection (FDEP) Permit No. 0139060-002, issued on January 18, 2011. All grading in accordance with Mass Grading Plan has been completed and has been accepted in lieu of reclamation of the mining site. Mass Grading Plan was approved on August 6, 2014. Approval of Ordinance 2014-80 therefore revoked and released the property from the September 28, 1990, vesting of the Jahna Clermont East Mine (Tracking #90/10/5), which was to be reclaimed through the proposed mass grading Ordinance 2006-30 (Tracking #110-05-PUD). All further grading for the project must be in accordance with City standards.

Section 5 – Environmental:

1. The developer shall connect to the existing City system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.

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3. Any proposed City-maintained utilities that are not located within a City-maintained right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City. Utilities are allowed to be placed within the County build out right-of-way along Hartle Road.
4. The developer shall be responsible for all costs of on-site and off-site improvements, including, but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the developer shall prepare plans, permit the project and construct the modification at the developer's expense.
6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
7. In the event the City chooses to oversize the lines or appurtenances, the City shall provide to the developer specifications regarding sizes to be included in the final improvement plans.
8. The City shall be responsible for the difference in cost of materials to oversize the line if the City chooses to oversize based on plans and cost estimates provided by the developer to the City and approved in advance by the City.
9. The developer shall provide to the City a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimates shall be contractors' bid as certified by developer's project engineer. The City shall review and either approve or reject the costs.
10. The developer and City shall agree on the cost difference, which will be the responsibility of the City, prior to commencement of construction.
11. Reimbursement for the difference in costs as determined in Section 8 and 9 from the City shall be in the form of Impact Fee Credits.
12. The Impact Fee Credits shall be established subject to Sections 8 and 9 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
13. Impact Fee Credits may not be transferred outside of the property, but may be assignable to any heirs, assigns or successors in interest or title to part or all of said property.

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14. The developer shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
15. The City may require a looped system to provide reliability and redundancy to the property.
16. Central water and sewer connection shall be provided in accordance with the comprehensive plan and Land Development Code, as amended and pursuant to the Conditional Use Permit.
17. The project shall be plumbed for reuse water with purple piping to irrigate single family lots. Irrigation of common areas shall be from a well.
18. A master lift station shall be designed and constructed on a 50-foot-by-50-foot lot dedicated to the City. Lift station shall be designed to allow for the connection of the existing force main on Hartle Road. A 20-inch force main shall be constructed from the master lift station to the existing 30-inch force main located on CW Harrell Road.
19. A minimum eight-inch potable water main (east-west main) shall be constructed from the western project boundary to Hartle Road at such location that allows for the future extension of Hartle Road and a minimum eight-inch potable water main (north-south main) shall be constructed from State Road 50 to the proposed east-west main.
20. A 12-inch potable water main shall be constructed from the proposed terminus of a 12-inch potable water main on Hartle Road, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, south to the existing potable water main on Lost Lake Road.
21. A 16-inch reuse main shall be constructed from the eastern property line along the build out Hartle Road right-of-way to the existing 30-inch reuse main located on CW Harrell Road.
22. All utilities shall be designed and installed as per the City's specifications and approved by City staff.
23. Drainage/Stormwater Management: The developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. The Homeowners Association (HOA) shall be responsible for maintenance of all stormwater ponds and drainage systems for private streets.
24. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

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25. Fiber optic conduit and pull boxes may be required to be installed by the developer in the easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.
26. The developer reserves its rights, pursuant to Sec. 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the developer and the City may replace or supersede the conditions contained in the Conditional Use Permit and Planned Unit Development approved for development.

Section 6 – Transportation Improvements/Access Management:

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. Prior to the issuance of the first certificate of occupancy, a secondary entrance shall be constructed off Hartle Road for the residents of the development.
2. The developer shall dedicate on the final plat a 120-foot right-of-way for Hartle Road, necessary to accommodate permanent construction plus additional slope easements (not to exceed 100 feet in total width), in accordance with the preferred route outlined within Lake County's PD&E study for the realignment of Hartle Road. The slope easement shall be identified at preliminary plat and shown on the final plat. The developer shall coordinate with the County and City on alignment and grading of Hartle Road. The slope easement width will be adjusted with design plans approved by Lake County and the City.

In the alternative, the land within the slope easement area may be graded by the developer for future roadway alignment. With County approval of the grading plan and completion of grading work by the developer, the slope easement requirement may be deemed complete.

A waiver to §94-195(b)(3) of the Land Development Code is granted to allow cuts and fills of up to twenty (20) feet for the construction of Hartle Road to accommodate required road grades in consideration of the existing topography in the road right-of-way.

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3. By virtue of the transportation system needs for the project, the developer shall dedicate on the final plat a 100-foot right-of-way for Hooks Street within the project boundary, from the northwest corner, along the north property line, to northeast corner of the project boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements; not to exceed 100 feet in width, shall be provided. The slope easement shall be identified at preliminary plat and shown on the final plat. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City.
4. At the developer's option and approval by Lake County, the developer may construct Hartle Road a distance of approximately 4,365 feet from its proposed terminus, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, to approximately 315 feet north of the southern project boundary. If the developer constructs Hartle Road, a developer's agreement between the County and the developer shall be executed for the construction of Hartle Road and for the allocation of transportation impact fee credits associated with the construction.
5. The developer shall accommodate stormwater retention capacity sufficient for Hartle Road and Hooks Street drainage requirements based on stormwater permitting requirements in place at the time of approval of this Conditional Use Permit within the limits of drainage basin along the route alignments. The developer intends to utilize on-site ponds as an amenity and desires for the runoff to be treated to remove roadway debris collected. Therefore, the County shall provide pre-treatment of the water for debris, such as a skimmer, at the latest terminus before the runoff water enters the water body. At time of Hartle Road and Hooks Street final design, the County shall coordinate with the developer for final configuration of Hooks Street and Hartle Road roadway stormwater system connection to the on-site drainage system acceptable to both the County and the developer. The County shall bear the cost of the roadway drainage connection to the on-site stormwater system. The Hartle Road and Hooks Street stormwater sewer shall be separate from the Planned Unit Development stormwater system, unless a coordinated system design is provided by the developer. It shall be located within a drainage easement to Lake County having a straight alignment, direct access from County right-of-way and storm pipe not shared with developer's system. The County shall also have an easement over the shared stormwater ponds. The developer shall coordinate with the County on pretreatment design and construction.

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6. A public hearing shall be required for the Island Boulevard right-of-way vacation. The developer will be responsible to submit and pay for the vacation petition request. The relocation of Island Boulevard shall not occur until the City has granted approval for the vacation through a public hearing. Approval of the road vacation is not guaranteed. Paved access shall be maintained to the existing developments along the current Island Boulevard. Before Island Boulevard right-of-way is vacated, new right-of-way must be dedicated and new road must be constructed and accepted by the City as a public roadway. The right-of-way vacation may be conditioned upon the new road alignment of Island Boulevard being constructed, open to traffic, and accepted by the City.
7. The developer, at its expense, shall be required to improve Emil Jahna Road from its project entrance north to State Road 50 and shall pay to modify the existing traffic signal, as needed, to accommodate turning movements from Emil Jahna Road onto State Road 50. Emil Jahna Road shall be improved to facilitate safe and efficient traffic flow from the project entrance to and including the intersection at State Road 50.
The improvements will consist of the following:
 - a. Reconstructing the roadway to meet current standards;
 - b. Turn lane improvements and any associated signal modifications at the intersection of Emil Jahna Road and State Road 50 as determined to be necessary by a transportation analysis to be approved by the applicable governmental agencies (the City, the County and/or Florida Department of Transportation);
 - c. The reconfiguration of the westbound left-turn lane on State Road 50 to provide dual turning movements (removing the current striping to open the additional left-turn lane) as warranted by the traffic impact study; and
 - d. A waiver to §110-194(3) and (4) of the Land Development Code is granted to allow construction of a 10-foot wide concrete sidewalk along only the west side of Emil Jahna Road to serve as a multipurpose path for both pedestrians and cyclists in lieu of in-street bikeways and five-foot wide sidewalks on both sides due to the constrained right-of-way width.
8. Sidewalks/Streets:
 - a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.

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- d. A waiver to §110-192(1) of the Land Development Code is granted to allow private streets with gates. Streets within the development will be gated and will be maintained by the developer or Home Owners Association.
 - e. A waiver to §110-195(b) of the Land Development Code is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.
9. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along Emil Jahna Road. The cost of installation shall be paid by the developer, and the ongoing rental of lights shall be paid by the developer or WaterBrooke's Homeowner's Association.

Section 7 – Schools

School concurrency shall be met before final plat approval in accordance with the comprehensive plan and land development code.

Section 8 – Lighting

Exterior lighting shall be in accordance with the Land Development Code, as amended.

Section 9 – Fire Protection and Emergency Services Access

Fire Protection and Emergency Services Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and Land Development Code, as amended. A secondary emergency access approved by the City's fire marshal shall be designated and constructed prior to the issuance of the first building permit.

Section 10 – Concurrency Management Requirements

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.

Section 11 – Development Review and Approval

- 1. Prior to the issuance of permits, the developer shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan for review and approval in accordance with the comprehensive plan and Land Development Code, as amended.

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2. Planned Unit Development Expiration: Pursuant to Exhibit B4 of the Stipulated Settlement Agreement between the County and Nola Land Company, Inc., which was executed by the last party (Lake County) on July 26, 2011, the development described in Ordinance #2006-30 is vested for a period of 12 years from execution of the agreement. Accordingly, physical development of the Planned Unit Development shall commence by July 26, 2023. Failure to commence construction by July 26, 2023 shall cause the automatic revocation of this ordinance.

Section 12 – Future Amendments to Statutes, Code, Plans, and/or Regulations

The specific references in this Conditional Use Permit to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

Section 13 – Additional Conditions

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Conditional Use Permit. Any other proposed use must be specifically authorized by the Clermont City Council.
2. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.
3. This Conditional Use Permit shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
4. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
5. The transfer of ownership or lease of any or all of the property described in this Conditional Use Permit shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Conditional Use Permit and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

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DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of October, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

A. Land Uses:

1. Residential:

- a. A total of 950 residential dwelling units, comprised of single-family dwelling units, duplexes, and multifamily dwelling units (townhouses).
- b. Phasing of Development: The project may be developed in one or more phases.

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- c. Development Standards: Development standards for the development of the residential dwelling units, shall be based on the size of the lot, as indicated in the table below:

Design item	Multifamily Dwelling Units (townhouses)		Single Family Detached			Single Family Attached Duplexes
	Rear Load (feet)	Front Load (feet)	Rear Load (feet)	Front Load (feet)	Front Load (feet) (80 feet and Greater)	Front Load and Rear Load
Minimum Lot Area	1,600	1,800	2,400	4,400	9,600	2,400
Minimum Living Area	1,000	1,000	1,400	1,500	1,500	1,200
Minimum Lot Width	20	20	30	40	80	24
Minimum Lot Depth	80	90	80	110	120	100
Minimum Front Building Setback	15	15	15	15	15	15
Minimum Front Porch Setback	10	10	10	10	10	10
Minimum Front Garage Setback	-	20	-	20	20	20
Minimum Rear Garage Setback	20	-	20	-	-	20
Minimum Side Yard Setback ¹	5	5	5	5	5	5
Setback From Side Street	15	15	15	15	15	15
Minimum Rear Yard Setback	20	20	20	20	20	20
Minimum Building Separation	10	10	10	10	10	10
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5	5	5	5	5	5
Maximum Impervious Surface Ratio (ISR) *** (See Note) ²	0.85	0.85	0.75	0.75	0.75	0.85
Maximum Building Height ³	40	40	40	40	40	40
Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland line	50	50	50	50	50	50
Minimum Front Yard Utility Easement	10	10	10	10	10	10
Minimum Side and Rear Yard Drainage and Utility Easement	5 ¹	5 ¹	5	5	5	5 ¹

¹Does not apply to interior side yards of attached townhomes and/or duplexes

²The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

³The maximum height for recreational amenity buildings shall be 55 ft.

A waiver to §122-84(4) of the LDC is granted to allow community amenity buildings with a maximum building height of fifty-five (55) feet.

B. Open Space: A minimum of 25% of the net buildable area of the PUD shall be provided as open space in accordance with the comprehensive plan and Land Development Code (LDC), as amended. A waiver to Section 122-316(b)(4) of the LDC has been granted to allow individual phases of the PUD to exceed the overall density of the PUD and to allow individual phases of the PUD to be developed without providing common open space in proportion to that contained within the entire PUD.

C. Landscaping, Buffering, and Screening:

1. A 40-foot wide natural buffer with a six-foot high wall shall be provided along a portion of the northern boundary of Tract N-7 from the entrance to Magnolia Bay subdivision, west to the existing Hartle Road, as shown on the Exhibit "B" - Conceptual Plan.
2. A 50-foot landscaped buffer shall be provided along the boundary common with the Hills of Clermont subdivision.
3. No landscaping buffer is required along the perimeter of the PUD adjacent to wetlands, open water and conservation areas.
4. A waiver to §118-71(1) of the LDC is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
5. All other landscaping, buffering, and screening requirements shall be in accordance with the LDC, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the LDC, as amended.

D. Environmental:

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite have been placed in a conservation easement. Areas placed in a perpetual conservation easement are shown in the Corrective Conservation Easement, which has been recorded in Lake County Official Records Book 4531, Pages 2401-2408. There are two existing borrow pits on the property that exist as a result of the former mining operation. The two borrow pits shall be utilized for stormwater management and are not required to meet any additional surface water and/or wetland requirements, including, but not limited to setbacks and buffers.
3. Site Grading/Mine Reclamation: Master Site Grading and Mine Reclamation for the project has been completed in accordance with the mass grading plan dated December 14, 2005, submitted to and approved by the Lake County Water Resources Management Division. The site grading was completed pursuant to Florida Department of Environmental Protection (FDEP) Permit No. 0139060-002, issued on January 18, 2011. All grading in accordance with Mass Grading Plan has been completed and has been accepted in lieu of reclamation of the mining site. Mass Grading Plan was approved on August 6, 2014. Approval of Ordinance 2014-80 therefore revoked and released the property from the September 28, 1990, vesting of the Jahna Clermont East Mine (Tracking #90/10/5), which was to be reclaimed through the proposed mass grading Ordinance 2006-30 (Tracking #110-05-PUD). All further grading for the project must be in accordance with City standards.

E. Utilities:

1. The developer shall connect to the existing City system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a City-maintained right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City. Utilities are allowed to be placed within the County build out right-of-way along Hartle Road.
4. The developer shall be responsible for all costs of on-site and off-site improvements, including, but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the developer shall prepare plans, permit the project and construct the modification at the developer's expense.
6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
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8. The City shall be responsible for the difference in cost of materials to oversize the line if the City chooses to oversize based on plans and cost estimates provided by the developer to the City and approved in advance by the City.
9. The developer shall provide to the City a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimates shall be contractors' bid as certified by developer's project engineer. The City shall review and either approve or reject the costs.
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12. The Impact Fee Credits shall be established subject to Sections 8 and 9 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
13. Impact Fee Credits may not be transferred outside of the property, but may be assignable to any heirs, assigns or successors in interest or title to part or all of said property.
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17. The project shall be plumbed for reuse water with purple piping to irrigate single family lots. Irrigation of common areas shall be from a well.
18. A master lift station shall be designed and constructed on a 50-foot-by-50-foot lot dedicated to the City. Lift station shall be designed to allow for the connection of the existing force main on Hartle Road. A 20-inch

force main shall be constructed from the master lift station to the existing 30-inch force main located on CW Harrell Road.

19. A minimum eight-inch potable water main (east-west main) shall be constructed from the western project boundary to Hartle Road at such location that allows for the future extension of Hartle Road and a minimum eight-inch potable water main (north-south main) shall be constructed from State Road 50 to the proposed east-west main.
20. A 12-inch potable water main shall be constructed from the proposed terminus of a 12-inch potable water main on Hartle Road, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, south to the existing potable water main on Lost Lake Road.
21. A 16-inch reuse main shall be constructed from the eastern property line along the build out Hartle Road right-of-way to the existing 30-inch reuse main located on CW Harrell Road.
22. All utilities shall be designed and installed as per the City's specifications and approved by City staff.
23. Drainage/Stormwater Management: The developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. The Homeowners Association (HOA) shall be responsible for maintenance of all stormwater ponds and drainage systems for private streets.
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26. The developer reserves its rights, pursuant to Sec. 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the developer and the City may replace or supersede the conditions contained in the CUP and PUD approved for development.

F. Transportation Improvements/Access Management:

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. Prior to the issuance of the first certificate of occupancy, a secondary entrance shall be constructed off Hartle Road for the residents of the development.
2. The developer shall dedicate on the final plat a 120-foot right-of-way for Hartle Road, necessary to accommodate permanent construction plus additional slope easements (not to exceed 100 feet in total width), in accordance with the preferred route outlined within Lake County's PD&E study for the realignment of Hartle Road. The slope easement shall be identified at preliminary plat and shown on the final plat. The developer shall coordinate with the County and City on alignment and grading of Hartle Road. The slope easement width will be adjusted with design plans approved by Lake County and the City.

In the alternative, the land within the slope easement area may be graded by the developer for future roadway alignment. With County approval of the grading plan and completion of grading work by the developer, the slope easement requirement may be deemed complete.

A waiver to §94-195(b)(3) of the LCD is granted to allow cuts and fills of up to twenty (20) feet for the construction of Hartle Road to accommodate required road grades in consideration of the existing topography in the road right-of-way.

3. By virtue of the transportation system needs for the project, the developer shall dedicate on the final plat a 100-foot right-of-way for Hooks Street within the project boundary, from the northwest (NW) corner, along

the north property line, to northeast (NE) corner of the project boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements (not to exceed 100 feet in width) shall be provided. The slope easement shall be identified at preliminary plat and shown on the final plat. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City.

4. At the developer's option and approval by Lake County, the developer may construct Hartle Road a distance of approximately 4,365 feet from its proposed terminus, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, to approximately 315 feet north of the southern project boundary. If the developer constructs Hartle Road, a developer's agreement between the County and the developer shall be executed for the construction of Hartle Road and for the allocation of transportation impact fee credits associated with the construction.
5. The developer shall accommodate stormwater retention capacity sufficient for Hartle Road and Hooks Street drainage requirements based on stormwater permitting requirements in place at the time of approval of this Conditional Use Permit within the limits of drainage basin along the route alignments. The developer intends to utilize on-site ponds as an amenity and desires for the runoff to be treated to remove roadway debris collected. Therefore, the County shall provide pre-treatment of the water for debris, such as a skimmer, at the latest terminus before the runoff water enters the water body. At time of Hartle Road and Hooks Street final design, the County shall coordinate with the developer for final configuration of Hooks Street and Hartle Road roadway stormwater system connection to the on-site drainage system acceptable to both the County and the developer. The County shall bear the cost of the roadway drainage connection to the on-site stormwater system. The Hartle Road and Hooks Street stormwater sewer shall be separate from the PUD stormwater system, unless a coordinated system design is provided by the developer. It shall be located within a drainage easement to Lake County having a straight alignment, direct access from County right-of-way and storm pipe not shared with developer's system. The County shall also have an easement over the shared stormwater ponds. The developer shall coordinate with the County on pretreatment design and construction.
6. A public hearing shall be required for the Island Boulevard right-of-way vacation. The developer will be responsible to submit and pay for the vacation petition request. The relocation of Island Boulevard shall not occur until the City has granted approval for the vacation through a public hearing. Approval of the road vacation is not guaranteed. Paved access shall be maintained to the existing developments along the current Island Boulevard. Before Island Boulevard right-of-way is vacated, new right-of-way must be dedicated and new road must be constructed and accepted by the City as a public roadway. The right-of-way vacation may be conditioned upon the new road alignment of Island Boulevard being constructed, open to traffic, and accepted by the City.
7. The developer, at its expense, shall be required to improve Emil Jahna Road from its project entrance north to State Road 50 and shall pay to modify the existing traffic signal, as needed, to accommodate turning movements from Emil Jahna Road onto State Road 50. Emil Jahna Road shall be improved to facilitate safe and efficient traffic flow from the project entrance to and including the intersection at State Road 50.

The improvements will consist of the following:

- a. Reconstructing the roadway to meet current standards;
- b. Turn lane improvements and any associated signal modifications at the intersection of Emil Jahna Road and State Road 50 as determined to be necessary by a transportation analysis to be approved by the applicable governmental agencies (the City, the County and/or FDOT);
- c. The reconfiguration of the westbound left-turn lane on State Road 50 to provide dual turning movements (removing the current striping to open the additional left-turn lane) as warranted by the traffic impact study; and
- d. A waiver to §110-194(3) and (4) of the LDC is granted to allow construction of a 10-foot wide concrete

sidewalk along only the west side of Emil Jahna Road to serve as a multipurpose path for both pedestrians and cyclists in lieu of in-street bikeways and five-foot wide sidewalks on both sides due to the constrained right-of-way width.

8. Sidewalks/Streets:
 - a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.
 - d. A waiver to §110-192(1) of the LDC is granted to allow private streets with gates. Streets within the development will be gated and will be maintained by the developer or HOA.
 - e. A waiver to §110-195(b) of the LDC is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.
9. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along Emil Jahna Road. The cost of installation shall be paid by the developer, and the ongoing rental of lights shall be paid by the developer or WaterBrooke's Homeowner's Association.
- G. Schools: School Concurrency shall be met before final plat approval in accordance with the comprehensive plan and LDC, as amended.
- H. Lighting: Exterior lighting shall be in accordance with the LDC, as amended.
- I. Fire Protection and Emergency Services Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and LDC, as amended. A secondary emergency access approved by the City's fire marshal shall be designated and constructed prior to the issuance of the first building permit.
- J. Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.
- K. Development Review and Approval:
 1. Prior to the issuance of permits, the developer shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan for review and approval in accordance with the comprehensive plan and LDC, as amended.
 2. PUD Expiration: Pursuant to Exhibit B4 of the Stipulated Settlement Agreement between the County and Nola Land Company, Inc., which was executed by the last party (Lake County) on July 26, 2011, the development described in Ordinance #2006-30 is vested for a period of 12 years from execution of the agreement. Accordingly, physical development of the PUD shall commence by July 26, 2023. Failure to commence construction by July 26, 2023 shall cause the automatic revocation of this ordinance.
- L. Future Amendments to Statutes, Code, Plans, and/or Regulations: The specific references in this Conditional Use Permit to the Florida Statutes, Florida Administrative Code, City comprehensive plan, and City land development code shall include any future amendments to the statutes, code, plans, and/or regulations.
- M. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Conditional Use Permit. Any other proposed use must be specifically authorized by the Clermont City Council.
- N. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of

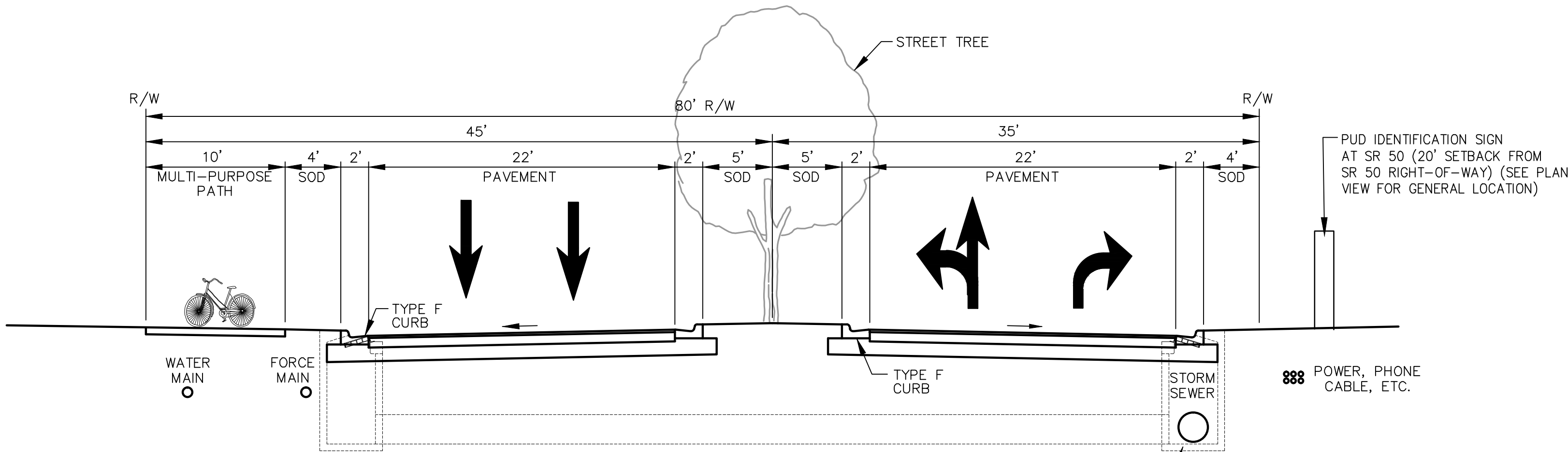
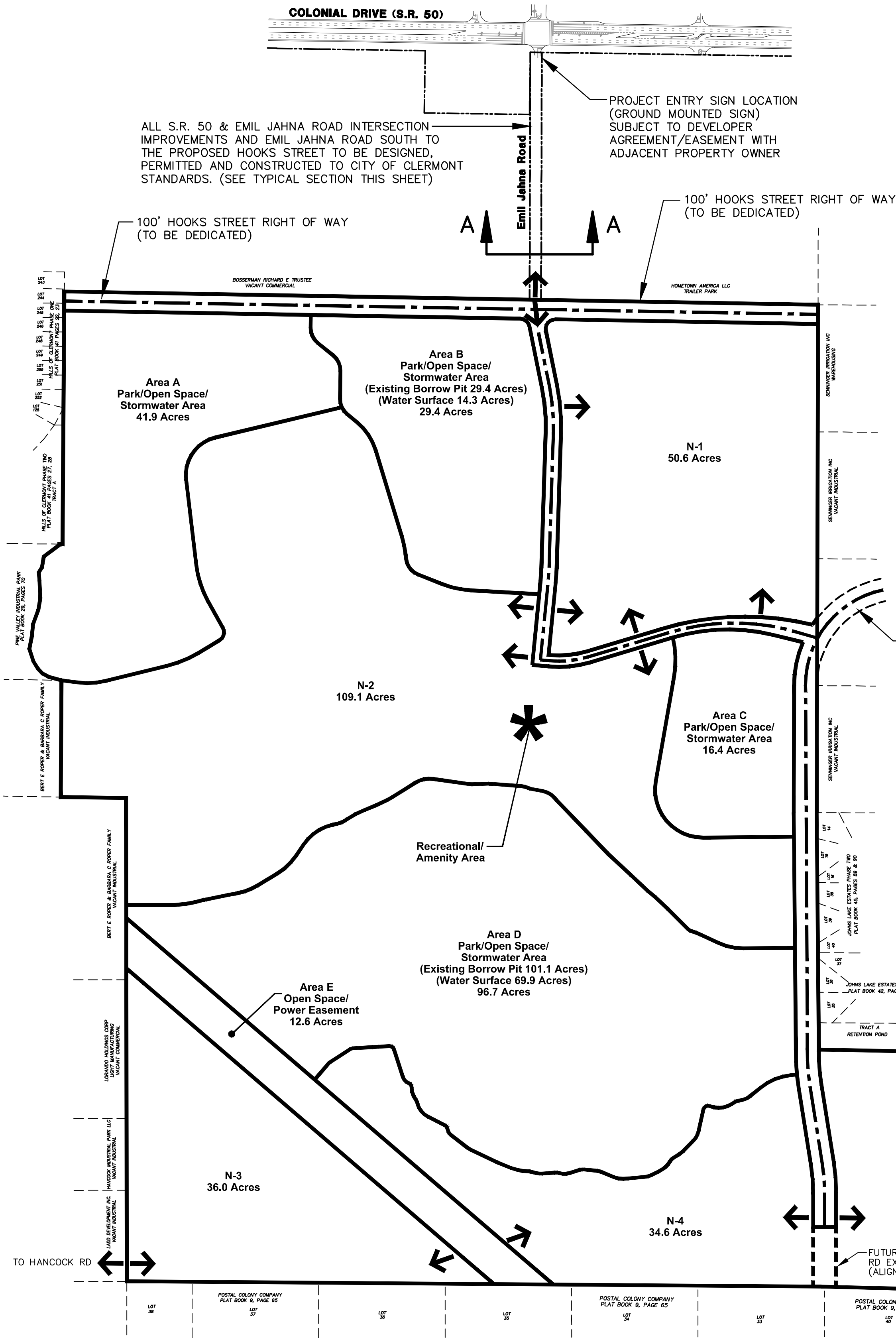
Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.

- O. This Conditional Use Permit shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- P. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
- Q. The transfer of ownership or lease of any or all of the property described in this Conditional Use Permit shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Conditional Use Permit and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDC, as amended.

DONALD W. MCINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. MCINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.

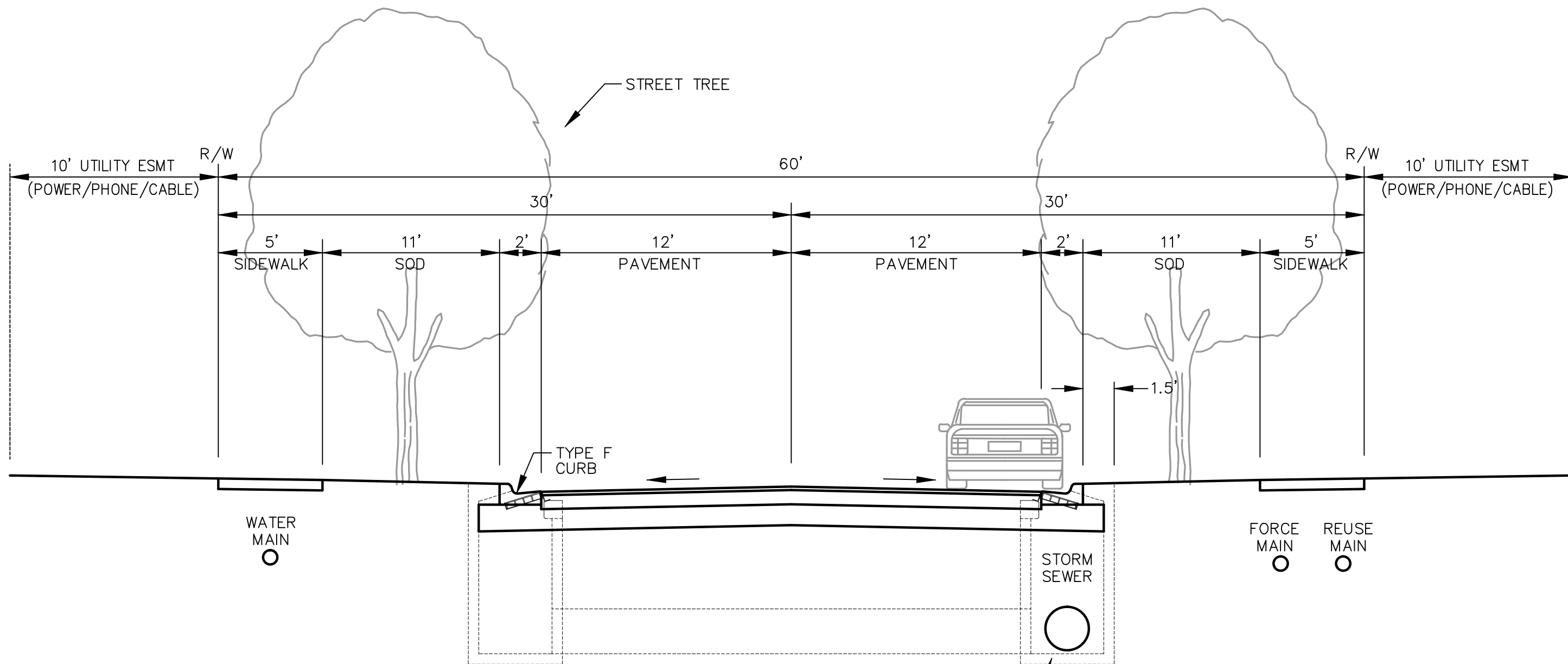
NOTES:

1. NEIGHBORHOOD ACREAGES ARE APPROXIMATE AND SUBJECT TO REFINEMENT WITH FINAL DESIGN AND PLATTING
2. ROADWAY ALIGNMENTS AND ACCESS LOCATIONS ARE CONCEPTUAL IN NATURE AND SUBJECT TO REFINEMENT WITH FINAL DESIGN AND PLATTING.
3. ACCESS TO INDIVIDUAL PARCELS MAY BE GATED.



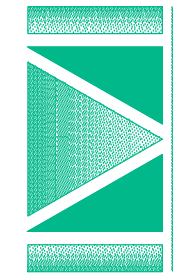
TYPICAL SECTION A-A - EMIL JAHNA ROAD

NOTE: SECTION SHOWN IS ULTIMATE BUILD-OUT AT THE INTERSECTION WITH STATE ROAD 50. PHASING OF LANE CONSTRUCTION IS PERMISSIBLE SUBJECT TO AN APPROVED TRAFFIC ANALYSIS.



TYPICAL SECTION - LOCAL ROAD

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068



WATERBROOKE PUD/CUP
CITY OF CLERMONT, FLORIDA
DEVELOPMENT CONCEPT PLAN

NO.	DATE	DESCRIPTION	REVISIONS

JOB NUMBER	SCALE	DATE	CHECKED BY	DESIGNED BY	DRAWN BY
14085	1"=400'	9/22/15	JUN	JUN	CWG



(acres shown are approximate and subject to change with final design and platting)

Gross Project Area: 540.3 Acres
Current Future Land Use: Lake County Urban Low Density
Proposed Future Land Use: City Low Density Residential
Current Zoning: Lake County PUD
Proposed Zoning: City PUD/CUP
Proposed Uses: Single Family Detached, Duplexes & Townhome Residential
Maximum Allowable Gross Density: 3 du/acre
Total Residential Units: 950 du (25% maximum townhomes)
Gross Density: 1.76 du/acre

1. Generalized location and acreage of common open space and recreation facilities will be determined with Preliminary Plan submittal. Detailed plans for recreational facilities are to be provided with Improvement Plans.
2. Recreation areas may be located within any residential or open space parcel.
3. Amenity facilities shall meet the development standards for "Single Family Detached Dwelling Units, Front Lot (80 feet and Greater)."
4. All common open and recreation facilities space are to be owned and maintained by a mandatory homeowner association.

1. Central water service to be provided by the City of Clermont.
2. Central sewer service to be provided by the City of Clermont.
3. Reclaimed water service to be provided by the City of Clermont.
4. Stormwater management:
 - A. Retention/Detention facilities will be designed to meet the water quality and water quantity criteria of the St. Johns River Water Management District. The applicant shall submit drainage calculations and a stormwater management plan when filing for Improvement Plan approval.
 - B. Stormwater management details shall be provided with Improvement Plans.
5. Fire Protection: Lake County Fire Rescue/City of Clermont Fire Department
The applicant shall comply with all City of Clermont fire protection requirements.
6. Police Protection: City of Clermont Police Department

1. A 50-foot landscaped buffer shall be provided along the boundary common with the Hills of Clermont subdivision.
2. A 40-foot natural buffer and 6' high wall shall be provided between relocated Island Boulevard and the northern PUD boundary between Existing Hartle Road and Magnolia Bay Boulevard as depicted on Sheet 6 of this plan. Construction of the wall shall be at the time of adjacent parcel development.

1. Project Phasing: The project may be developed in one or more phases.
2. Portions of the site fall within flood Zone A as shown on FIRM Panel numbers 12069C0590-E and 12069C0595-E, effective December 18, 2012. Compensating storage will be provided for any encroachments that may occur. No published levels for OHWL, MHWL or 100yr flood exist. They will be determined at final engineering.
3. Docks/gazebo structure connections to Area B, Area D and John's Lake are permissible subject to St. Johns River Water Management District and State of Florida regulations and requirements.

1. A waiver to §102-12(b)(1) of the City Code is requested to allow a minimum setback of twenty (20) feet from the right-of-way lines of State Road 50 and Emil Jahna Road to the off-site ground sign.
2. A waiver to §102-15(e)(4) of the City Code is requested to allow a single off-site ground sign identifying the subdivision at the southeast corner of the intersection of Emil Jahna Road and State Road 50 meeting the following standards:
 - a. Maximum sign area = 50 square feet
 - b. Maximum sign height = 15 feet (ornamental architectural elements permitted up to 30 feet height for no more than 25% of the sign width)
 - c. Sign setbacks = 20 feet from SR 50 and 20 feet from Emil Jahna Road
3. A waiver to §110-192(1) of the City Code is requested to allow private streets with gates.
4. A waiver to §110-194(3) and (4) of the City Code is requested to allow construction of a 10-foot wide concrete sidewalk along only the west side of Emil Jahna Road to serve as a multipurpose path for both pedestrians and cyclists in lieu of in-street bikeways and 5-foot wide sidewalks on both sides of the road due to the constrained right-of-way width.
5. A waiver to §110-195(b) of the City Code is requested to allow construction of twenty (20) foot wide one-way alleys with twelve (12) feet of pavement as long as twenty (20) feet of unobstructed emergency access is maintained.
6. A waiver to §94-195(b)(3) of the City Code is requested to allow cuts and fills of up to 20 feet for the construction of Hartle Road to accommodate required road grades in consideration of the existing topography in the road right-of-way.
7. A waiver to §118-71(1) of the City Code is requested in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than 6 feet from curbs and sidewalks as long as a minimum of 5 feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
8. A waiver to §122-84(4) of the City Code is requested to allow community amenity buildings with a maximum building height of 55 feet.

Design item	Single Family Attached Dwelling Units (duplexes)	Single Family Detached Dwelling Units		
	Front Load and Rear Load	Rear Load	Front Load (40 feet to < 80 feet)	Front Load (80 feet and Greater)
Minimum Lot Area	2,400 sf	2,400 sf	4,400 sf	9,600 sf
Minimum Living Area	1,200 sf	1,400 sf	1,500 sf	1,500 sf
Minimum Lot Width	24 ft	30 ft	40 ft	80 ft
Minimum Lot Depth	100 ft	80 ft	110 ft	120 ft
Minimum Front Building Setback	15 ft	15 ft	15 ft	15 ft
Minimum Front Porch Setback	10 ft	10 ft	10 ft	10 ft
Minimum Front Garage Setback	20 ft	-	20 ft	20 ft
Minimum Rear Garage Setback (measured from edge of pavement)	20 ft	20 ft	-	-
Minimum Side Yard Setback	5 ft ¹	5 ft	5 ft	5 ft
Setback From Side Street	15 ft	15 ft	15 ft	15 ft
Minimum Rear Yard Setback	20 ft	20 ft	20 ft	20 ft
Minimum Building Separation	10 ft	10 ft	10 ft	10 ft
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5 ft	5 ft	5 ft	5 ft
Maximum Impervious Surface Ratio (ISR) ²	0.85	0.75	0.75	0.75
Maximum Building Height ³	40 ft	40 ft	40 ft	40 ft
Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50 ft	50 ft	50 ft	50 ft
Minimum Side and Rear Yard Drainage and Utility Easement	5 ft ¹	5 ft	5 ft	5 ft
Minimum Front Yard Drainage and Utility Easement	10 ft	10 ft	10 ft	10 ft

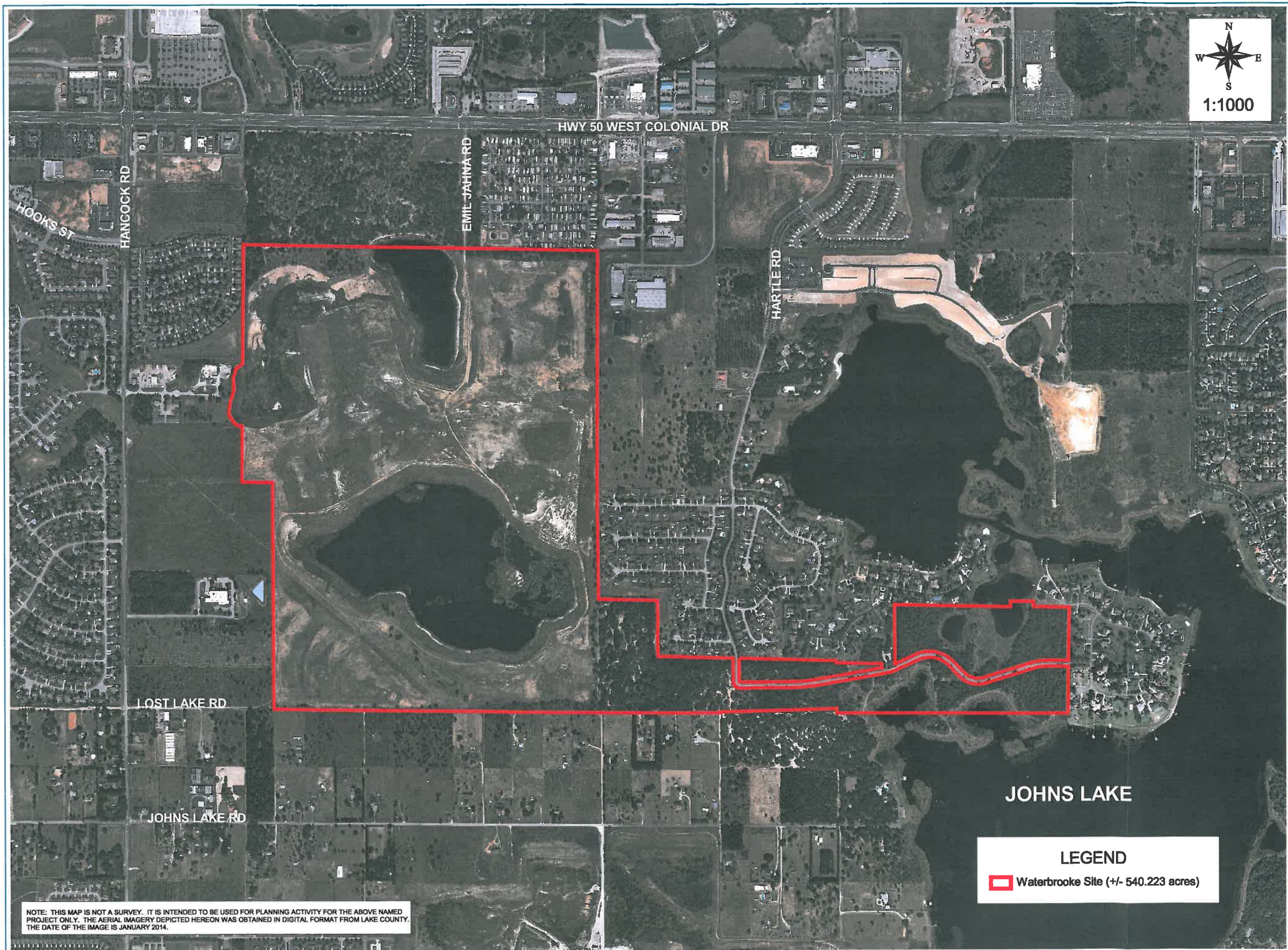
¹Does not apply to interior side yards of attached homes (duplexes).

²The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

³The maximum height for recreational amenity buildings shall be 55 ft (2 stories).

Design item	Multifamily Dwelling Units (townhouses)	
	Rear Load (feet)	Front Load (feet)
Minimum Lot Area	1,800 sf	1,800 sf
Minimum Living Area	1,000 sf	1,000 sf
Minimum Lot Width	20 ft	20 ft
Minimum Lot Depth	80 ft	90 ft
Minimum Front Building Setback	15 ft	15 ft
Minimum Front Porch Setback	10 ft	10 ft
Minimum Front Garage Setback	-	20 ft
Minimum Rear Garage Setback (measured from edge of pavement)	20 ft	-
Minimum Side Yard Setback	5 ft¹	5 ft¹
Setback From Side Street	15 ft	15 ft
Minimum Rear Yard Setback	20 ft	20 ft
Minimum Building Separation	10 ft	10 ft
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5 ft	5 ft
Maximum Impervious Surface Ratio (ISR)²	0.85	0.85
Maximum Building Height	40 ft	40 ft
Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland line	50 ft	50 ft
Minimum Side and Rear Yard Drainage and Utility Easement	5 ft¹	5 ft¹
Minimum Front Yard Drainage and Utility Easement	10 ft	10 ft

²The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.



Waterbrooke PUD

Sections 27, 34 & 35; Township 22 South; Range 26 East
Lake County, Florida

LOCATION MAP
JUNE 2015



DONALD W. MCINTOSH
ASSOCIATES, INC.
CIVIL ENGINEERS - LAND PLANNERS - SURVEYORS
2800 PARK AVENUE NORTH
WINTER PARK, FL 32789
PHONE: (407) 844-0081 FAX: (407) 844-8218



Exhibit - Location Map WaterBrooke

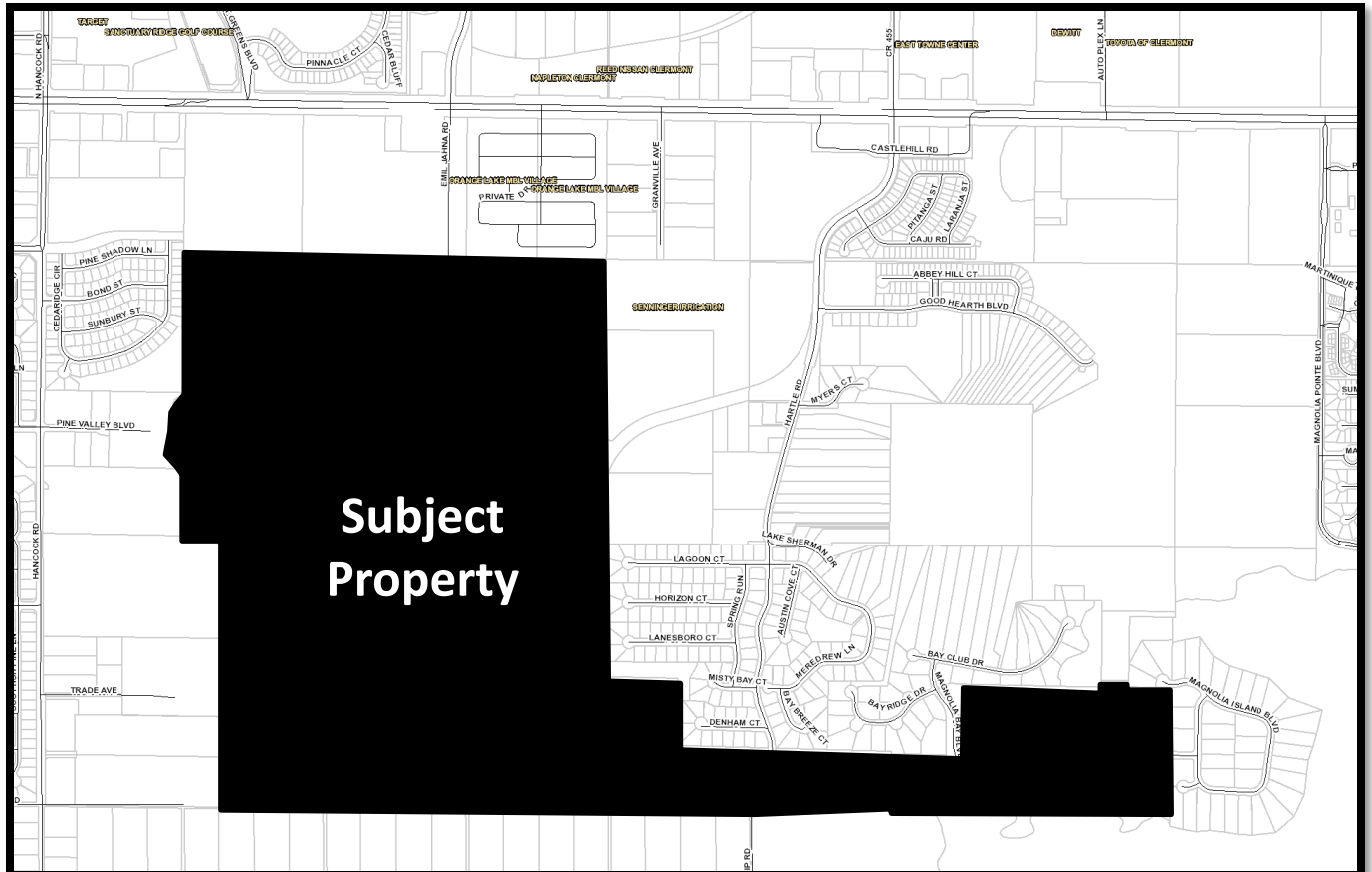


Exhibit – Future Land Use Map WaterBrooke

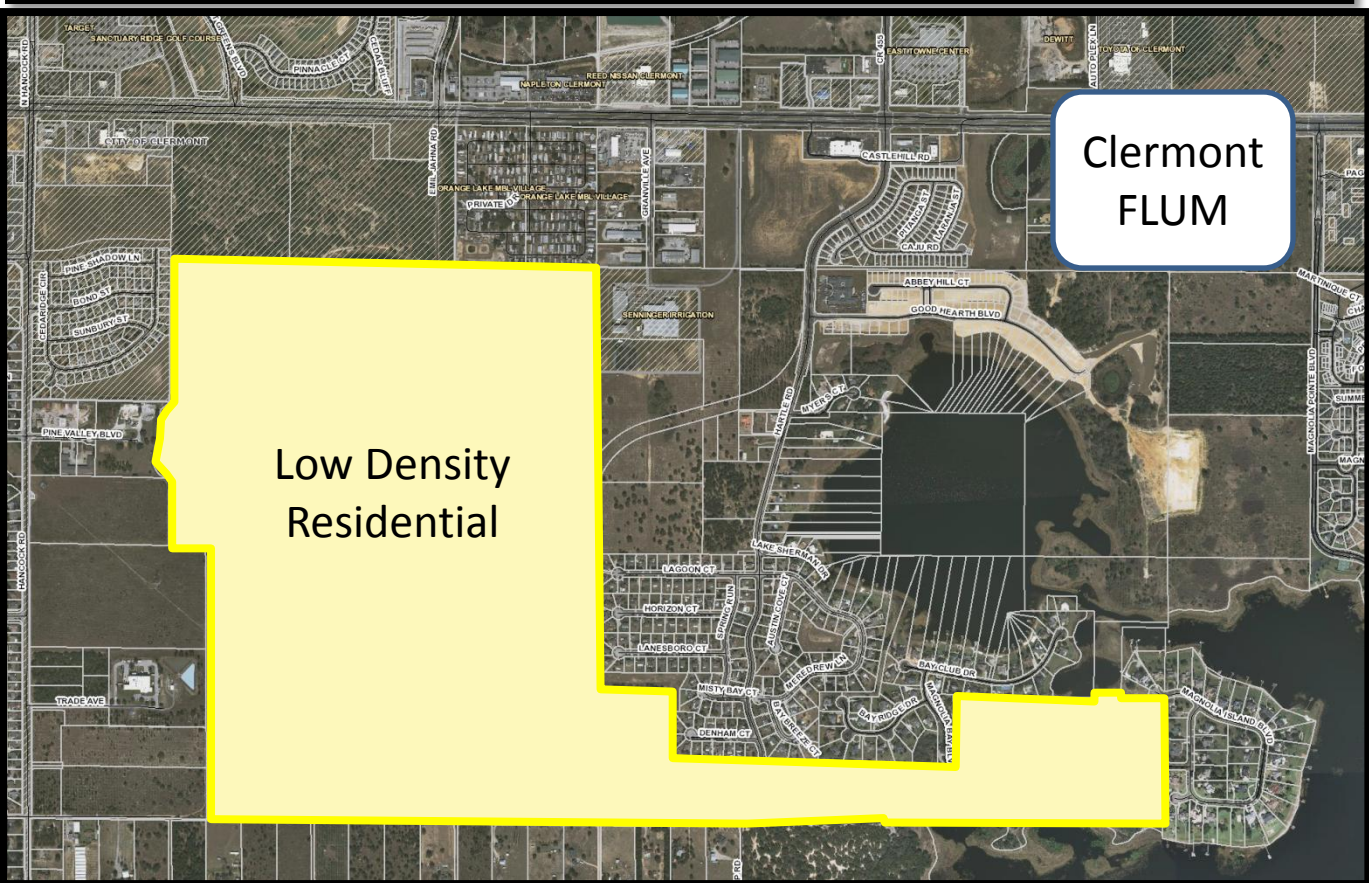
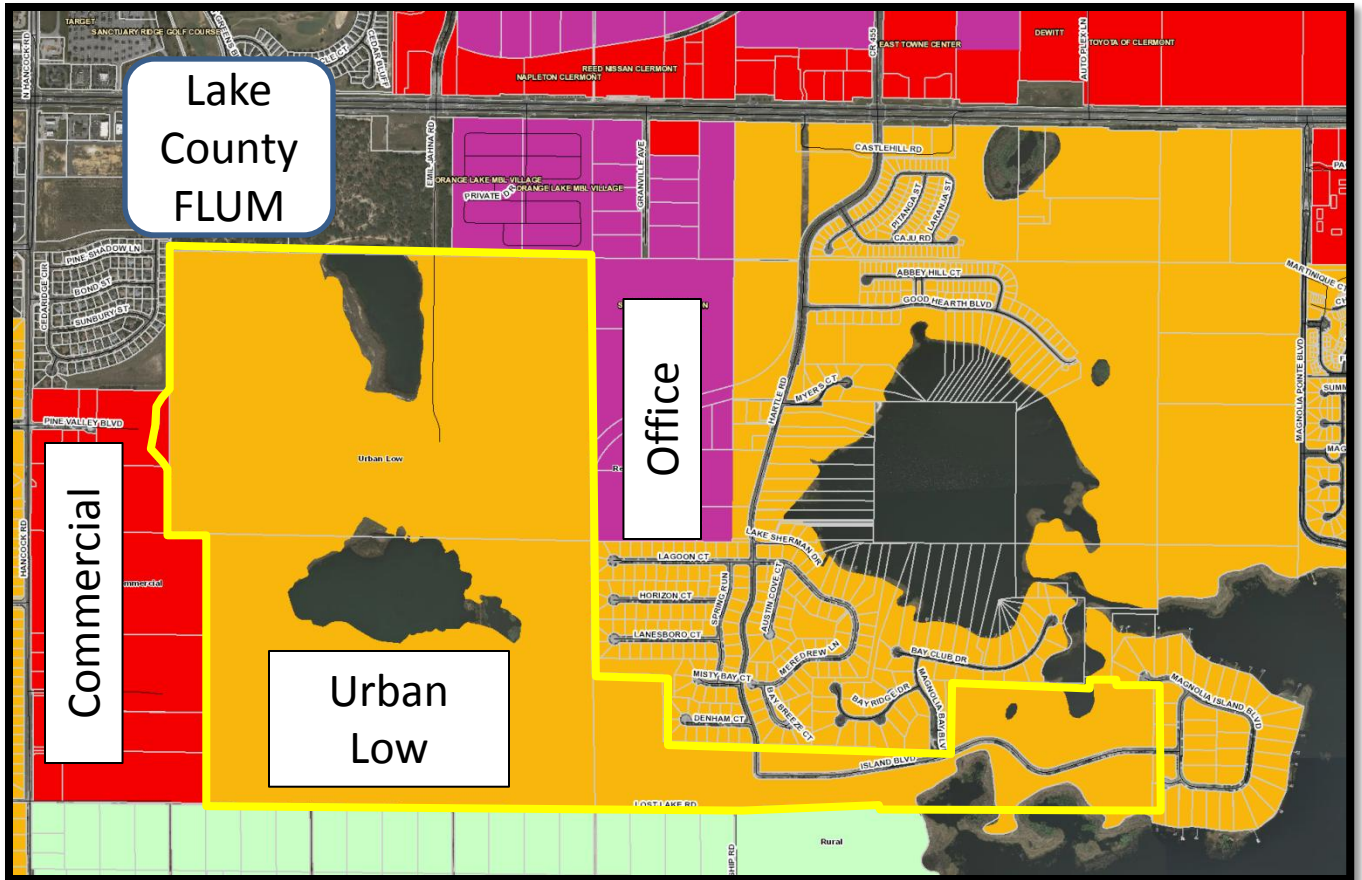
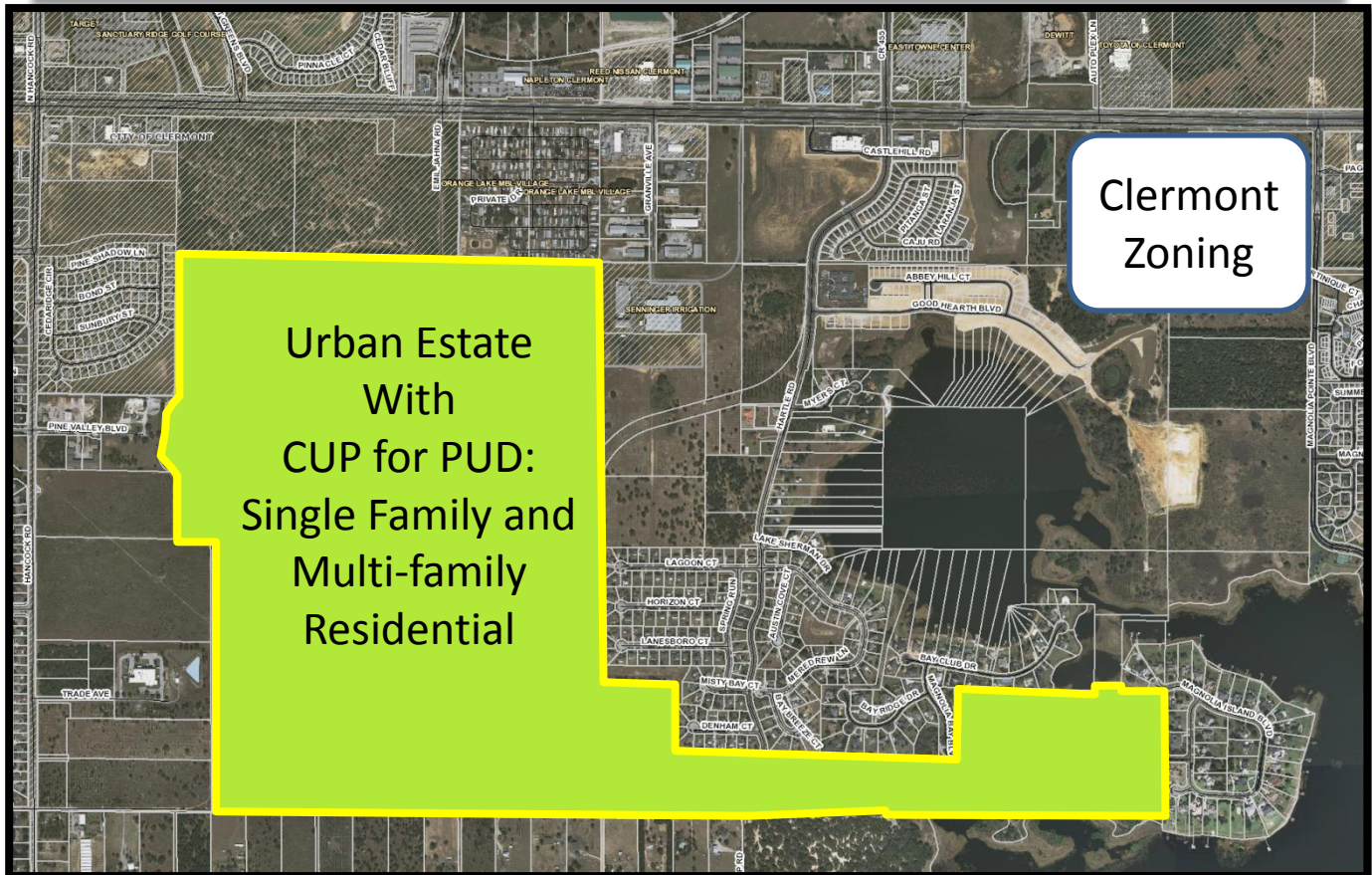
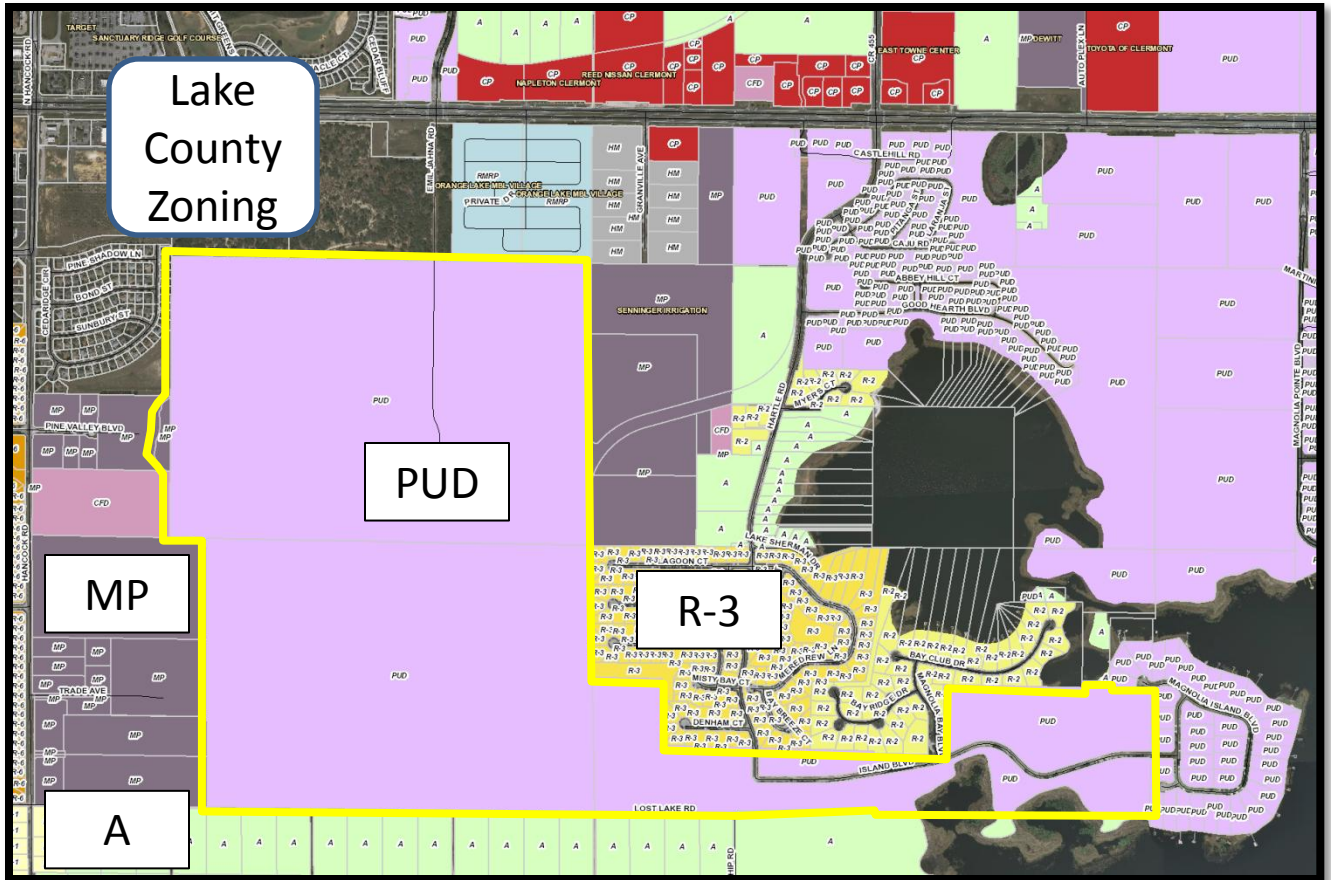
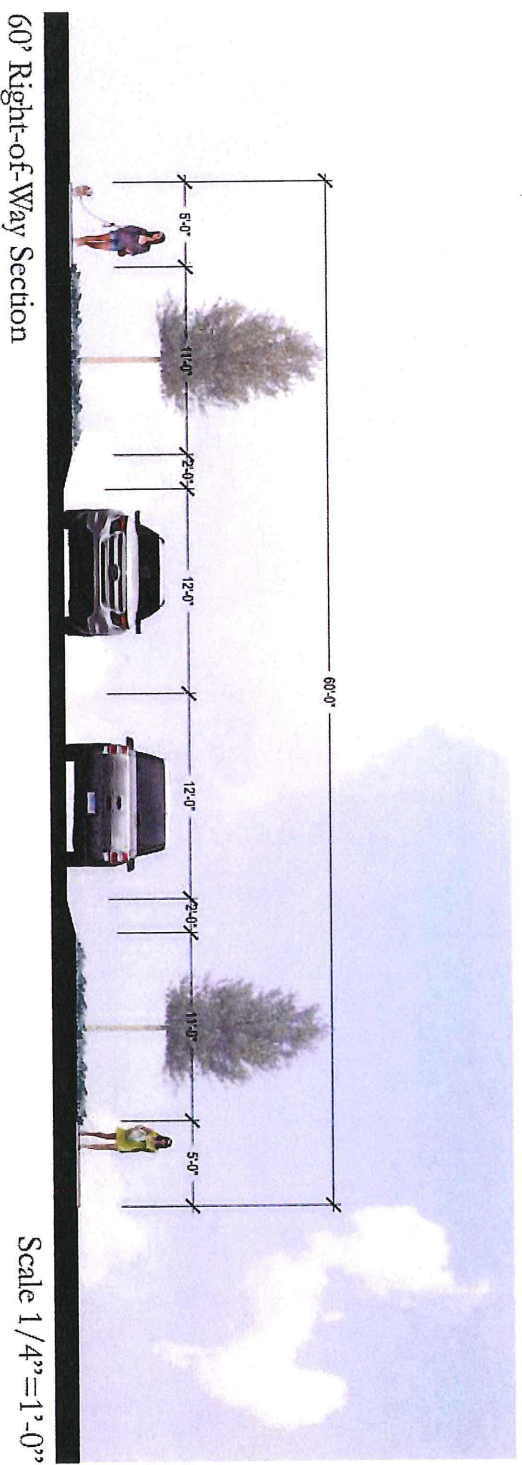


Exhibit – Zoning Map WaterBrooke





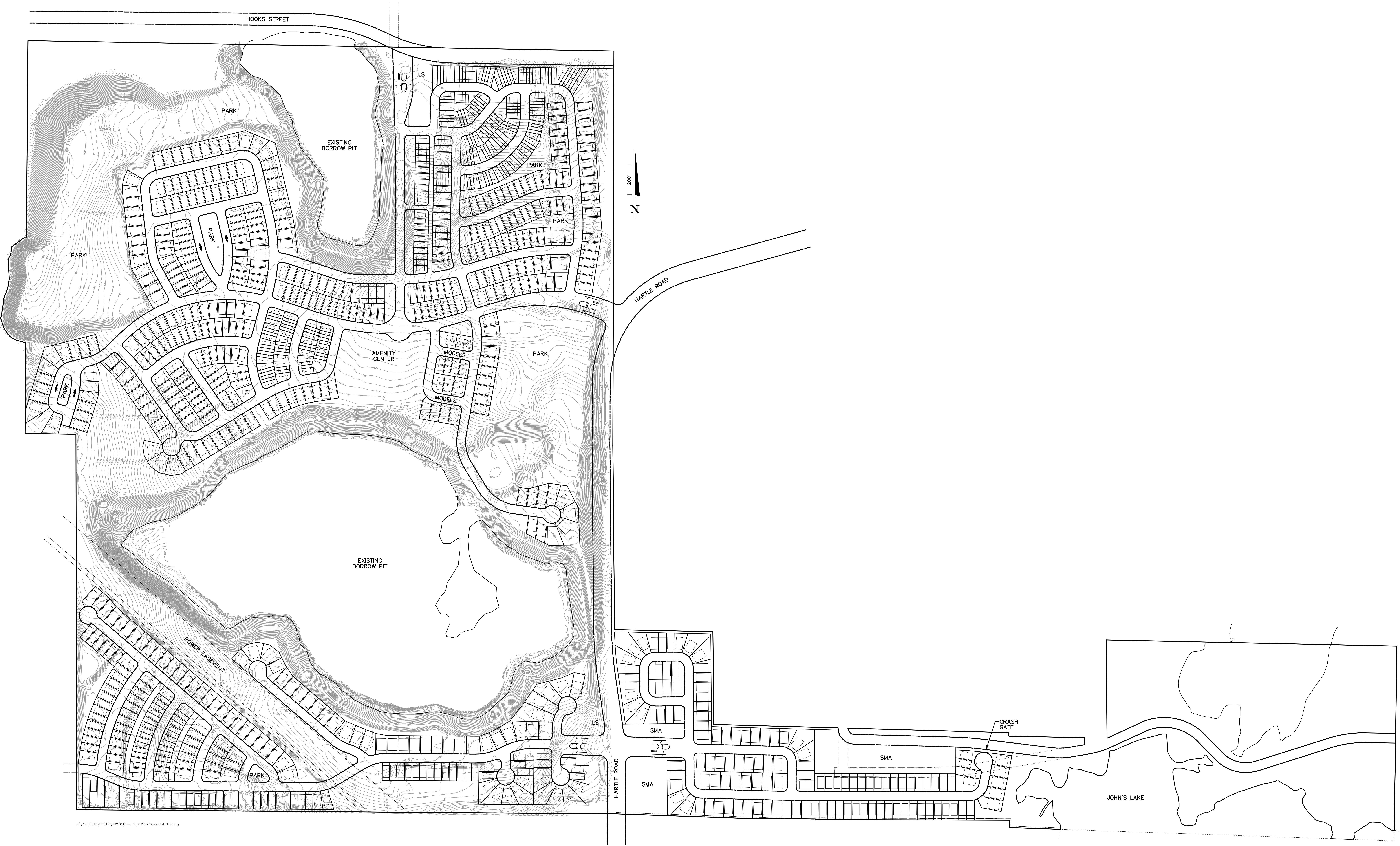
WaterBrooke Right-of-Way Section

1. Clubhouse Arrival
2. Community Clubhouse
3. Parking Area
4. Community Swimming Pool
5. Children's Play Ground and Fun Zone
6. Terraced Lawn area
7. Lake overlook area



WaterBrooke Amenity Center





RETURN  Planning & Community Design

ORDINANCE #2014-80
Jahna PUD Amendment
PH #27-14-2

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cecelia Bonifay, Esq., Akerman LLP, (the "Applicant") made a request on behalf of Nola Land Company, Inc. (the "Owner") to amend the Planned Unit Development (PUD) to eliminate the age-restriction among other changes (including but not limited to minimum lot width, setbacks, minimum building separation, site grading/mine reclamation, landscaping, environmental, transportation improvements, etc.) to the existing conditions in the PUD Ordinance #2006-30; and

WHEREAS, this rezoning ordinance will rescind and replace Ordinance #2006-30; and

WHEREAS, the subject property consists of 540.3 +/- acres and is generally located in the Clermont area, South of SR 50 and Emil Jahna Road intersection, in Sections 27/34/35, Township 22 South, Range 26 East, having Alternate Key Numbers 1095964, 1095972, 2717874 and 3882911, and more particularly described below:

LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]

WHEREAS, the subject property is located within the Urban Low Density Future Land Use Category and the Lake Apopka Basin Overlay District as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

WHEREAS, the Lake County Planning & Zoning Board reviewed Petition PH #27-14-2 on November 26, 2014, after giving Notice of Hearing on petition for a change in the use of land, including notice that said petition would be presented to the Board of County Commissioners of Lake County, Florida, on December 16, 2014; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above described property have been duly approved; and

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject property, subject to the following terms:

Section 1. Terms:

The County Manager or designee shall amend the Official Zoning Map to reflect Planned Unit Development (PUD) Zoning in accordance with this Ordinance. This Ordinance shall rescind and replace Ordinance #2006-30. The uses of the property shall be limited to the uses specified in this Ordinance and generally consistent with the "Conceptual Plan" attached hereto as Exhibit "B". To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance shall take precedence.

A. Land Uses:

1. Residential:

- a. A total of 894 residential dwelling units, comprising single-family dwelling units and multifamily dwelling units (townhouses).

Accessory uses directly associated with the above uses may be approved by the County Manager or designee. Any other use of the site not specified above shall require approval of an amendment to this Ordinance by the Board of County Commissioners.

b. Phasing of Development: The project may be developed in one or more phases.

c. Development Standards: Development standards for the development of the residential dwelling units, shall be based on the size of the lot, as indicated in the table below:

Design item	Multifamily Dwelling Units (townhouses)			Single Family Detached	
	Rear Load (feet)	Front Load (feet)	Rear Load (feet)	Front Load (feet)	Front Load (feet) (80 feet and Greater)
Minimum Lot Width	18	18	30	40	80
Minimum Lot Depth	80	90	80	110	120
Minimum Front Building Setback	15	15	15	15	15
Minimum Front Porch Setback	10	10	10	10	10
Minimum Front Garage Setback	-	20	-	20	20
Minimum Rear Garage Setback	20	-	20	-	-
Minimum Side Yard Setback	0 / 5	0 / 5	5	5	5
Setback From Side Street	15	15	15	15	15
Minimum Rear Yard Setback	20	20	20	20	20
Minimum Building Separation	10	10	10	10	10
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5	5	5	5	5
Maximum Impervious Surface Ratio (ISR) *** (See Note)	0.85	0.85	0.75	0.75	0.75
Maximum Building Height	40	40	40	40	40
Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland line	50	50	50	50	50

***Note: The maximum allowable ISR for the overall PUD development shall be 0.60. Individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

B. Open Space: A minimum of 25% of the net buildable area of the PUD shall be provided as open space in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

1 C. All other Setbacks, Floor Area Ratio, and Building Height not included in the table above under
2 "Development Standards", including non-residential buildings shall be in accordance with the
3 Comprehensive Plan and Land Development Regulations (LDR), as amended.

4 D. Landscaping, Buffering, and Screening:

5 1. A 40-foot wide natural buffer with a six-foot high wall shall be provided along a portion of the
6 northern boundary of Tract N-7 from the entrance to Magnolia Bay subdivision, west to the existing
7 Harlte Road, as shown on the Exhibit "B" - Conceptual Plan.

8 2. No landscaping buffer is required along the perimeter of the PUD adjacent to wetlands, open water
9 and conservation areas.

10 3. All other landscaping, buffering, and screening requirements shall be in accordance with the LDR,
11 as amended. Existing trees may be used to meet the landscape buffer requirements in accordance
12 with the LDR, as amended.

13 E. Environmental:

14 1. An environmental assessment addressing habitat and species shall be submitted to the County
15 during the construction plans approval stage of each phase of the project. Applicable permits for
16 any gopher tortoises and associated burrow commensal species or other threatened or
17 endangered species found on the property must be received from the appropriate regulatory
18 agencies prior to the initiation of development activity.

19 2. Wetlands: Wetlands shall be placed in a conservation easement prior to construction plans
20 approval and in accordance with the Comprehensive Plan, as amended. Areas placed in a
21 perpetual conservation easement are shown in the Corrective Conservation Easement, which has
22 been recorded in Lake County Official Records Book 4531, Pages 2401-2408.

23 3. Natural Buffers (Lake Apopka Basin): A fifty (50) foot natural buffer shall be established upland of
24 wetlands and between any development. This shall be classified as a "no-build zone." The "no-
25 build" fifty (50) foot upland natural buffer and associated conservation areas and littoral zone shall
26 be maintained in native vegetation. No pesticides or fertilizers shall be used in the no-build zone.
27 All exotic and nuisance species shall be removed (if applicable) and replaced with native
28 vegetation. However, where the wetlands and water bodies are wholly encompassed within the
29 development parcel, the fifty (50) foot upland natural buffer requirement shall not apply.

30 F. Site Grading/Mine Reclamation: Master Site Grading and Mine Reclamation for the project has been
31 completed in accordance with the mass grading plan dated December 14, 2005 submitted to and
32 approved by the Lake County Water Resources Management Division. The site grading was completed
33 pursuant to FDEP Permit No. 0139060-002, issued on January 18, 2011. All grading in accordance
34 with Mass Grading Plan has been completed and has been accepted in lieu of reclamation of the
35 mining site. Mass Grading Plan was approved on August 6, 2014. Approval of this Ordinance therefore
36 shall revoke and release the Property from the September 28, 1990 vesting of the Jahna Clermont East
37 Mine (Tracking #90/10/5), which was to be reclaimed through the proposed mass grading Ordinance
38 2006-30 (Tracking #110-05-PUD). All further grading for the Project must be in accordance with Lake
39 County Standards.

40 G. Noise: Compliance shall be in accordance with the LDR, as amended.

H. Utilities:

1. Central water and sewer connection shall be provided in accordance with the Comprehensive Plan and LDR, as amended and pursuant to Clermont Utility Agreement
2. Reclaimed Water: Reclaimed water may be provided per written agreement between the City of Clermont and Developer, if available.
3. Drainage/Stormwater Management: The applicant shall submit drainage calculations and a stormwater management plan when filing for final engineering approval.
4. Easements shall be provided on all existing and proposed utilities at no expense to the City of Clermont.

I. Transportation Improvements/Access Management:

1. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
2. The developer shall dedicate a 120-foot right-of-way for Hartle Road, necessary to accommodate permanent construction and slope easements (not to exceed 100 feet in total width), in accordance with the preferred route outlined within Lake County's PD&E study for the realignment of Hartle Road. The slope easement may be adjusted when final design plans are completed by Lake County or the City of Clermont.

In the alternative, the land within the slope easement area may be graded by the developer for future roadway alignment. With County approval of the grading plan and completion of grading work by the developer, the slope easement requirement may be deemed complete.

3. The developer shall dedicate a 100-foot right-of-way for Hook Street within the project boundary along the north property line, to the intersection of Emil Jahna Road. In addition to this 100-foot right-of-way, additional land necessary to accommodate permanent construction and slope easements (not to exceed 100 feet in width) shall be provided. The slope easement may be adjusted when final design plans are completed by Lake County or the City of Clermont.
4. The Developer shall dedicate right-of-way west of Emil Jahna Road for the extension of Hook Street, from Emil Jahna Road to Hancock Road. This right-of-way shall be a 60-foot half along the north property line of the project site. The final alignment is not set and may be adjusted through further evaluation by Lake County Public Works. The developer shall coordinate with Lake County to provide slope and construction easements necessary to construct the Hook Street extension.
5. At the Developer's option and approval by Lake County, the developer may construct Hook Street from its current terminus near the western boundary of the project site to the eastern boundary of the project site. If the Developer constructs Hook Street, a developer's agreement between the County and the developer shall be executed for the construction of Hook Street and for the allocation of transportation impact fee credits associated with the construction.
6. The Developer shall accommodate stormwater retention capacity sufficient for Hartle Road and Hooks Street drainage requirements based on stormwater permitting requirements in place at the time of adoption of this ordinance within the limits of drainage basin along the route alignments. The developer intends to utilize this water body as an amenity and desires for the runoff to be treated to remove roadway debris collected. Therefore, the County shall provide pre-treatment of the water for debris, such as a skimmer, at the latest terminus before the runoff water enters the water body. At time of Hartle Road and Hook Street final design, County shall coordinate with the

Developer for final configuration of Hook Street and Hartle Road roadway stormwater system connection to the on-site drainage system acceptable to both the County and the Developer. County shall bear the cost of the roadway drainage connection to the on-site stormwater system.

7. A public hearing shall be required for the Island Blvd. right-of-way vacation. The Developer will be responsible to submit and pay for the vacation petition request. The relocation of Island Blvd. shall not occur until BCC has granted approval for the vacation through a Public Hearing. Approval of the road vacation is not guaranteed. Paved access shall be maintained to the existing developments along the current Island Blvd.

8. The developer, at its expense, shall be required to improve Emil Jahna Road from its project entrance north to State Road 50 and shall pay to modify the existing traffic signal, as needed, to accommodate turning movements from Emil Jahna Road onto State Road 50. Emil Jahna Road shall be improved to facilitate safe and efficient traffic flow from the project entrance to and including the intersection at State Road 50.

The improvements will consist of the following:

- a. Reconstructing the roadway to meet current standards;
- b. The addition of turn lanes at the intersection and extending south toward the project to an appropriate location where the lanes can be terminated;
- c. The reconfiguration of the westbound left-turn lane on State Road 50 to provide dual turning movements (removing the current striping to open the additional left-turn lane); and
- d. The addition of an eastbound right-turn lane from State Road 50 to Emil Jahna Road.

Additionally, the signal at Emil Jahna Road and State Road 50 shall be improved to serve the additional turning movements to include signal equipment and retiming.

9. Sidewalks/Streets:

- a. Sidewalks to be constructed on both sides of residential and commercial streets.
- b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
- c. Right-of-way width for residential streets must be a minimum 60 feet.

J. Schools: School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

K. Lighting: Exterior lighting shall be in accordance with the LDR, as amended, and consistent with Dark-Sky Principles.

L. Signage: Signs shall be in accordance with the LDR, as amended.

M. Fire Protection and Emergency Services Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and LDR, as amended.

N. Concurrency Management Requirements: Any development shall comply with the Lake County Concurrency Management System, as amended.

O. Development Review and Approval:

1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.
2. PUD Expiration: Pursuant to Exhibit B4 of the Stipulated Settlement Agreement between Lake County and the Nola Land Company, Inc., which was executed by the last party (Lake County) on July 26, 2011, the development described in Ordinance #2006-30 is vested for a period of 12 years from execution of the agreement. Accordingly, physical development of the PUD shall commence by July 26, 2023. Failure to commence construction by July 26, 2023 shall cause the automatic revocation of this ordinance.

P. Future Amendments to Statutes, Code, Plans, and/or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

- A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.
- B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.
- C. This Ordinance shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present Owner and any successor, and shall be subject to each and every condition herein set out.
- D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
- E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.
- F. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

1 **Section 4. Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to
2 send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance
3 with Section 125.66, Florida Statutes.

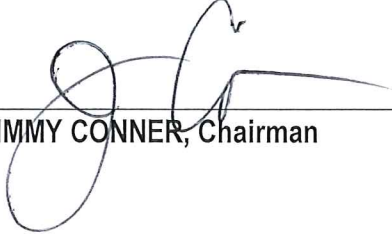
4 **Section 5. Effective Date.** This Ordinance shall become effective as provided by law.

5 ENACTED this 16 day of December, 2014.

6 FILED with the Secretary of State Jan 6, 2015, 2014.

7 EFFECTIVE Jan 6, 2015, 2014.

8 BOARD OF COUNTY COMMISSIONERS
9 LAKE COUNTY, FLORIDA

10 
11 JIMMY CONNER, Chairman

12 ATTEST:

13 
14 NEIL KELLY, Clerk of the
15 Board of County Commissioners
16 Lake County, Florida

17 APPROVED AS TO FORM AND LEGALITY

18 
19 SANFORD A. MINKOFF, County Attorney
20

1

EXHIBIT "A" – LEGAL DESCRIPTION

LEGAL DESCRIPTION: The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

AND

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

AND

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence S89°03'05"E along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2 of said Section 27; thence S00°24'50"W along said West line, 710.74 feet to the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run N75°03'48"W, 39.92 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

2

AND

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence N00°55'27"E along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61 feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the South line of said Lot 5; thence S88°41'58"E along said South line, 15.41 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run N80°06'21"E along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run N00°29'39"W along said East line for a distance of 0.12 feet to the Point of Beginning;

LESS AND EXCEPT

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said

Section 35; thence leaving said West line run S88°23'30"E along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF BEGINNING; thence leaving said North line run S00°00'09"E for a distance of 298.67 feet to a point designated as POINT A; thence run S89°59'51"W for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

Containing 540.295 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29) and being subject to any rights-of-way, restrictions and easements of record.

1

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[illegible]

Development Standards

- The maximum table CSR for the overall project area is 0.60. Individual lot CSR may exceed 0.60 as long as overall maximum is not exceeded.

Development summary:

1. Pro

2. A writer is requested to let the Lake County Code governing civil and social engineering be amended to require that all civil and social engineering projects be designed and developed in accordance with the following: a. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. b. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. c. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. d. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. e. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. f. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. g. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. h. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. i. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. j. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. k. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. l. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. m. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. n. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. o. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. p. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. q. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. r. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. s. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. t. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. u. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. v. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. w. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. x. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. y. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering. z. The project shall be designed to meet or exceed the minimum design standards set forth in the Lake County Code governing civil and social engineering.
3. Portions of the title with bold face A are shown on FRU Permit numbers 120390050D-E and 120500C003-E, effective December 19, 2012. Compensating storage will be provided for any excess amounts that may occur. No published letters for OWM, MHW, or 100yr flood exist. They will be determined at final engineering.

[illegible]



The School District of Lake County School Concurrency Application & Service Provider Form

Instructions: Submit one copy of the completed application and fees for each new residential project requiring a determination of concurrency for schools. A determination will be provided within thirty (30) working days of receipt of a complete application. A determination is not transferable and is valid for one year from date of issuance. Once the Development Order is issued, the concurrency determination shall be valid for the life of the Development Order.

Please check (✓) type of application (one only):

☒ Concurrency Capacity Report ☐ Exemption ☐ Amendment (Equivalency)
☐ Adequate School Facilities Determination ☐ Letter of No Impact ☐ Time Extension
Fees: Concurrency Capacity Report ≤ 90 DU (\$800) ≥ 91 DU (\$1000); Amendment (\$500); Adequacy (\$500);
Time Extension (\$300)

PART 1: PROJECT INFORMATION

Please attach a copy of the site/subdivision plan, last recorded warranty deed and consent form

Project Name: Nola Land
Municipality: Lake County
Parcel Identification Number (PIN): See attached list.
Location / Address Of Subject Property: 13432 Emil Jahna Road, Clermont, FL 34711 (and several adjacent parcels without addresses)

DEVELOPMENT REQUEST:

Project Data	Type of Units and Number of Units
Section/Township/Range: 27, 34 & 35/22/26	Single Family 894 D.U. Single Family and Townhomes
Project Acreage: 540 acres	Multi-Family _____
Total Number of Units: 894 D.U. Single Family and Townhomes	Mobile Home _____
Will the Project be Phased? (Y/N): Not yet known.	Age Restricted (Adults Only) ² _____
Concurrency Service Area (CSA): 12	

¹ If applicable, please attach a Phasing Plan showing the number and type of units to receive certificate of occupancy yearly.

² A Restrictive Covenant is required for age-restricted communities.

OWNERSHIP / AGENT INFORMATION:

Owner's Name: Nola Land Company, Inc.
Agent's Name: Akerman, LLP c/o Cecelia Bonifay, Esq.
Mailing Address: 420 S. Orange Avenue, Suite 1200, Orlando, FL 32801
Telephone Number: 407-419-8584 Fax Number: 407-254-4209

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge.

Owner or Owner's Agent Signature: *Cecelia Bonifay*

Date: 3/18/15

PART 2: LOCAL GOVERNMENT REVIEW

Date Application Filed: 3/16/2015	Petition Number: LDA # 14/1/11-2
Reviewed By: <i>Revised by Tim McClelland</i>	Title: <i>Nola Land Company</i>
Did the Applicant pay the filing fee to you? <i>Yes</i>	YES (Please attach proof of payment)
NO (If no, the applicant must pay the School District.) The School District will not review without payment.	

Government Representative Signature: *Tim McClelland*

Date: 3/18/15

PART 3: TO BE COMPLETED BY SCHOOL DISTRICT

Date & Time Received: <i>March 18, 2015 3:56 pm</i>	Case Number: <i>LCS 2015-04</i>
I verify that the project complies with the adopted Level of Service (LOS) for Schools <i>Yes</i>	I verify that the project will comply with the adopted Level of Service (LOS) for Schools subject to the attached conditions
I cannot verify that the project will comply with the adopted Level of Service (LOS) for Schools _____	
School District Representative: <i>Joe M. McDaniel</i>	Date: 3/19/2015

The School District of Lake County
Growth Planning Department
201 West Burleigh Boulevard
Tavares, FL 32778
Phone: (352) 253-6690 or (352) 253-6500
Fax: (352) 253-6691



Leading our Students to Success

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Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Marc Dodd
District 4
Debbie Stivender
District 5
Stephanie Luke

March 19, 2015

Ms. Cecelia Bonifay, Esquire
c/o Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801-4904

RE: Nola Land Company School Concurrency Capacity Report (District Project #LCS 2015-04)

Dear Ms. Bonifay:

The School Board of Lake County, Florida ("School Board") has been requested to complete a School Concurrency Capacity Report for "Nola Land Company" development, which is located in Lake County. The applicant proposes a site plan that includes 894 single-family residential dwelling units on approximately 540 acres.

The County has required that the applicant receive a School Concurrency Capacity Report, prior to the approval of a final site plan, pursuant to Section 5.5.2 of the Interlocal. The purpose of a School Concurrency Capacity Report is to identify if sufficient school capacity exists to provide educational services for the students who will live in homes constructed in the Nola Land Company development. The proposed development is estimated to generate 335 students (154 Elementary, 76 Middle, and 105 High).

Based on the information provided to us in the application, in Concurrency Service Area (CSA) 12 adopted levels of service with the addition of this project are not exceeded at the Elementary and Middle School levels. The projected student enrollment with the impact of this development exceeds the LOS at the High School level within CSA 12. However, capacity at the High School level is available in adjacent CSA 13. Therefore District staff has determined at this time that school capacity is available and will be reserved for Nola Land Company. The reservation of capacity is valid for one year from issuance. Once a final site plan is secured within the year, reservation of capacity will be valid for the life of the project.

If you should require additional time when securing the final site plan approval, please notify District staff prior to the expiration date to discuss time extension options. Once the reservation expires, the capacity will be released and a new completed application and fee will be required. If you have any questions, please contact me at (352) 253-6694, or at mcdonaldd@lake.k12.fl.us.

Sincerely,

Dawn McDonald, Senior Planner
Growth Planning Department

Attachment

cc: Mr. Tim McClendon, Chief Planner, Lake County Growth Management Department

REVIEWING AUTHORITY

Lake County School District

NAME / CASE NUMBER**Nola Land Company (District Project #LCS 2015-04)****OWNER / DEVELOPER**

Nola Land Company, Inc.

ITEM DESCRIPTION

The applicant has requested a Concurrency Determination for 894 single-family units.

LOCATION

Sections 27, 34 & 35; Township 22S, Range 26E
 Located north of Lost Lake Road, south of State Road 50, east of U.S. Highway 27, and west of State Road 429

CURRENT FUTURE LAND USE

Lake County Urban Low Density (4 dwelling units/1 acre)

CURRENT ZONING

Lake County Planned Unit Development

NEW DU IMPACT**STUDENT GENERATION**

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	SF Impacts	
			894	DUs
0.374	0.235	0.126	335	
0.172	0.133	0.065	154	
0.085	0.051	0.029	76	
0.117	0.051	0.032	105	

CSA 12

Elementary School

Middle School

High School

Student Enrollment 2019-2020*	Permanent Student Capacity*	% of Permanent Capacity
4,264	4,928	87%
1,912	2,501	76%
4,272	4,483	95%

*Lake County Schools Five Year Plan, FY 2015-2019

FUTURE CONDITIONS

The projected student enrollment with the impact of this development does not exceed the level of service (LOS) within CSA 12 at the Elementary and Middle School levels. The projected student enrollment with the impact of this development exceeds the LOS at the High School level within CSA 12. However, capacity at the High School level is available in adjacent CSA 13. Therefore, the projected student enrollment with the impact of this development does not exceed the LOS at the Elementary, Middle, and High School levels.

Prepared By: Dawn McDonald, Lake County Schools Growth Planning Department

Date: 3/19/2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 6, 2015**

Page 4

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a planned unit development to allow for single and multi-family residential in the UE Urban Estate zoning district.

APPLICANT: Mattamy Homes

Senior Planner Kruse presented the staff report as follows:

The applicant, Mattamy Homes, is requesting a conditional use permit for a planned unit development consisting of 950 residential units. The development will be comprised of a majority of single family dwelling units with multifamily units also being offered. The applicant has received approval from Lake County for 894 dwelling units under PUD Ordinance #2014-80. The applicant desires to increase the number of dwelling units by 56 (6 percent) to offset the additional easements and rights-of-way that will be required for road improvements/re-alignment.

City staff, the applicant, their representatives, and Lake County staff have met to work through the current ordinance and to incorporate the conditions into the City's conditional use permit. The applicant has requested additional changes that are not included in the approved Lake County ordinance. These changes have necessitated the applicant requesting waivers to the City's code. Upon discussion and review, staff was able to support six of the requested waivers. These staff-supported waivers are contained in the conditional use permit and include the following:

1. Allow private streets within the subdivision with gated entry/exits. Section 110-192(1).
2. Allow construction of Emil Jahna Road without bikeways and incorporate a 10-foot trail on the west side instead. Section 110-194(3) and (4).
3. Allow construction of 20-foot wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained. Section 110-195(b).
4. Allow cut and fill of up to 20 feet in the construction of Hartle Road to accommodate required road grades. Section 94-195(b)(3).
5. Allow street trees within the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than 6 feet from curbs and sidewalks as long as a minimum of 5 feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main. Section 118-71(1).
6. Allow community amenity buildings with a maximum building height of 55 feet. Section 122-84(4).

Staff was not able to support the following two requested waivers and has not included them in the conditional use permit:

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 6, 2015

Page 5

1. Allow one single off-site ground sign identifying the subdivision at the southeast corner of the intersection of Emil Jahna Road and SR 50. Section 102-15(e)(4).
2. Allow the one single off-site ground sign to have following standards: (a) Maximum sign area = 50 square feet with a height of 15 feet, (b) Maximum height of sign's architectural feature, consisting of tower/column, to be up to 30 feet with no more than 25% of the sign width and (c) Sign setback of 20 feet from SR 50 and 20 feet from Emil Jahna Road. Section 102-12(b)(1).

The applicant has agreed to remove these two waivers.

Additionally, the applicant has challenged several of the utilities provisions called out in the conditional use permit. Staff's position is that these conditions are per code, and therefore, apply to the proposed project. With this being stated, staff recommends approval of the conditional use permit for a planned unit development as written.

Ms. Bonifay presented the preliminary drawings for the WaterBrooke conditional use permit.

Tom McCarthy, 1900 Summit Tower Blvd., Orlando, stated that Mattamy Homes is Canada's largest home builder and they are located in four states. He stated that they have been building in Orlando for the past 8 years. He stated that they mix the multi- and single-family homes together, rather than separating them. He stated that there will be an amenity center that will include an activity center, media center, pool, and splash pad. He stated that there will be trails around the lakes.

Frank Cervino, 16339 Meredrew Lane, asked about the egress from the subdivision.

Brent Lacy, Little John Associates, stated that they are the traffic planners. He stated there will not be only a right-in and right-out for the subdivision. He stated you would be able to enter and exit either direction.

Mr. Cervino stated that this will cause some safety issues.

Jan James asked if there will be a wall on the southern boundary along Lost Lake Road.

Mr. McCarthy stated that they have not made a decision on a wall.

Ms. James asked if Hartle Road will be four lanes with a grass medium with a bike lane.

Mr. McCarthy stated that it may get constructed as a two-lane road and add a lane as needed later.

Mike Megler asked if there is a crash gate near Island Boulevard.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 6, 2015**

Page 6

Mr. McCarthy stated that there is an intersection at Hartle Road in the future. He stated that if the drawings show a crash gate, it would be for emergency access only.

Commissioner Smith asked about the home sizes.

Mr. McCarthy stated that the size of the homes will be between 1600 and 3800 square feet.

Commissioner Smith asked if the ponds are acidic.

Mr. McCarthy stated they have not recently tested the water but they will. He stated the lakes are clear.

Commissioner Proli said she read that this area is a flood zone.

Mr. Townsend stated that they do not anticipate anyone being required to have flood insurance.

Commissioner Proli stated that she has concerns about the impact to the schools.

Ms. Bonifay stated that in March they received a concurrency letter from the Lake County Schools, and that they met concurrency. She stated she was surprised to see the concurrency report in the packet showing they would exceed capacity.

Commissioner Proli stated that she does not approve of multi-family being next to single-family.

Mr. McCarthy stated that they have several successful communities that have multi- and single-family homes. He stated that they don't put single-family homes next to townhomes. He stated that there will be a block of townhomes, then a block of single-family.

Commissioner Hubbard moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was 4-1 to recommend approval with Commissioner Proli opposing.

3. REQUEST FOR LDC AMENDMENT

REQUEST: To amend Article IV Planned Unit Developments; Chapter 122 Zoning, Section 122-311 through Section 122-318.

APPLICANT: City Staff

Senior Planner Kruse presented the staff report as follows:

Staff is initiating this proposed change to add a new zoning district, Planned Unit Development (PUD). Section 122 of the Land Development Code has 14 zoning districts that a property may be assigned for a zoning designation. Historically, a planned unit development has been



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 6/12/15

FEE: \$1500.00

PROJECT NAME (if applicable): WaterBrooke (f/k/a Jahna PUD)

APPLICANT: Mattamy Orlando LLC

CONTACT PERSON: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

E-Mail: Keith.Trace@mattamyhomes.com

OWNER: Mattamy Orlando LLC – Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

Address of Subject Property: 13432 Emil Jahna Road, Clermont, Florida 34711

General Location: South of State Road 50, east of Hancock Road, west of Hartle Road

Legal Description (include copy of survey): See attached

Land Use (City verification required): Urban Low Density (County)
Low Density Residential (City) requested under separate application

Zoning (City verification required): PUD (County)
CUP/PUD (City) requested under separate application

02/02/2015



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Mattamy Orlando LLC owns approximately 540 acres in unincorporated Lake County which is now adjacent to the City of Clermont. Lake County approved an amendment to an existing PUD for the property in 2014. The PUD allows for 894 residential units, comprised of single-family detached, single-family attached (duplexes) and multi-family dwelling units (townhomes). The PUD also requires that the developer dedicate right-of-way for Hartle Road and Hooks Street, along with improvements to Emil Jahna Road. As the property is now contiguous to the City, the Owner proposes to annex the property and obtain a Conditional Use Permit for PUD zoning at the same density and intensity as the existing Lake County PUD.

Thomas McCarthy, Vice President
Mattamy Orlando LLC
Applicant Name


X
Applicant Name (signature)

Thomas McCarthy, Vice President
Mattamy Orlando LLC
Owner Name


X
Owner Name (signature)

* * * * * NOTICE * * * * *

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

02/02/2015

INSTRUMENT#: 2015063184 OR BK 4637 PG 795 PAGES: 6 6/11/2015 3:38:57 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$52.50 DEED DOC:\$117985.00

This Instrument was Prepared by
and Should be Returned to:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

Parcel ID# 2722260003-000-00500; 3422260001-000-00100; 3522260001-000-00600; and 2722260500-000-00501

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

WARRANTY DEED

THIS WARRANTY DEED is made and entered into as of this 5TH day of JUNE, 2015, by **NOLA LAND COMPANY, INC.**, a Florida corporation, whose address is 202 E. Stuart Avenue, Lake Wales, Florida 33853 (hereinafter called the "Grantor"), to **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32820 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida (the "Property"), described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except real property taxes accruing subsequent to December 31, 2014, and easements, restrictions and reservations of record, if any; however, this reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

NOLA LAND COMPANY, INC., a Florida
corporation

Deborah Partlow
Print Name: Deborah Partlow

C.B. MYERS III
Print Name: C.B. MYERS III

By: [Signature]
Print Name: Allen J. Keesler, Jr.
Its: President/CEO

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 2015, by ALLEN J. KEESLER, JR., as PRESIDENT/CEO of Nola Land Company, Inc., a Florida corporation, who [X] is personally known to me, or [] has produced _____ for identification.

(SEAL)

Deborah Partlow
Notary Signature

DEBORAH PARTLOW
Notary Public, State of Florida
My Comm. Expires Mar. 2, 2018
Commission No. FF 88384

Exhibit "A"**Parcel 1**

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

and

Parcel 2

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

and

Parcel 3

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

and

Parcel 4

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

and

Parcel 5

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

and

Parcel 6

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence North 00°55'27" East along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 89°03'05" East along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2

of said Section 27; thence South 00°24'50" West along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run North 75°03'48" West, 39.92 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the Point of Beginning.

and

Parcel 7

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence North 00°55'27" East along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run South 53°23'08" West, 100.90 feet; thence South 08°50'46" West, 57.13 feet; thence South 33°38'56" West, 31.61 feet; thence South 04°49'02" East, 40.96 feet; thence South 02°58'52" East, 93.11 feet; thence South 08°48'35" West, 60.57 feet; thence South 20°20'22" West, 82.37 feet; thence South 05°30'28" West, 59.91 feet; thence South 10°59'05" West, 70.76 feet; thence South 18°19'44" East, 68.63 feet; thence South 32°06'31" East, 46.35 feet; thence South 44°29'07" East, 31.79 feet; thence South 61°25'49" East, 40.03 feet; thence South 75°03'48" East, 26.77 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the centerline of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

ALL OF THE ABOVE LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida): BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run North 88°47'56" West along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run South 01°12'04" West for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run North 80°06'21" East along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run

North 65°14'58" East along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run North 00°29'39" West along said East line for a distance of 0.12 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run South 00°30'48" East along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run South 88°23'30" East along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF BEGINNING; thence leaving said North line run South 00°00'09" East for a distance of 298.67 feet to a point designated as POINT A; thence run South 89°59'51" West for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run North 89°59'51" East for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run North 80°06'21" East for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run North 65°14'59" East for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run South 44°11'00" East for a distance of 169.91 feet to a point on tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run North 72°29'25" East for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run South 89°08'11" East for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

Excluding that portion of Johns Lake South of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"X4" concrete

monument (no identification) (Certified Corner Record No. 38693); thence South 88°00'40" East along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line South 88°00'40" East, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying North 88°00'40" West, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run North 00°07'48" West along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run North 89°33'17" West along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the Point of Beginning.

MATTAMY ORLANDO LLC
(Revised 10-14-14 to exclude Postal Colony overlap)

DESCRIPTION (FURNISHED BY CLIENT):

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

AND

Parcel 3:

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

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Parcel 5:

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

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AND

Parcel 7:

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

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TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

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AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run N89°33'17"W along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the POINT OF BEGINNING.

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29)).

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a single-family and multi-family residential Planned Unit Development in the UE Urban Estate zoning district, at the following location:

LOCATION

(Alternate Keys 1095972, 3882911, 1095964, and 2717874)
South of S.R. 50, West of the Hartle Road, East of Hancock Road,
and North and South of Island Blvd
WaterBrooke (Jahna) PUD

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, October 6, 2015 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 27, 2015 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
September 29 and October 20, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 27, 2015		
Agenda Item Name		
Ordinance No. 2015-71 <i>WaterBrooke Transmittal</i>		
Requested Action		
Move to introduce Ordinance 2015-71 and to transmit the proposed comprehensive plan amendment.		
Staff Report		
The applicant, Mattamy Homes, is requesting a future land use change on the parcels. This request is being heard concurrently with requests for annexation and a conditional use permit for a planned unit development (PUD). The property was previously mined and is now vacant. The applicant desires to develop the property for residential use and has previously received approval from Lake County. The applicant is requesting City services for the 540-acre project. The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. Lake County's Urban Low Density allows up to 4 dwelling units per acre. The City's Low Density Residential allows up to 3 dwelling units per acre. The change in future land use would decrease the total number of units by 25 percent if the project was built out at full capacity in the City. The applicant is requesting 950 units on 540 acres, which equates to 1.76 units per acre. This number is well below the 3 dwelling units per acre allowable under the City's Low Density Residential future land use. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in December. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to Low Density Residential in the City. <i>At the Planning & Zoning Commission meeting Oct. 6, 2015, Commissioner Tony Hubbard moved to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance	CPA ORD 2014-71.doc
2.	Maps	WaterBrooke Maps.pdf
3.	P&Z Minutes	P&Z Minutes.pdf
4.	Application	CPA application.pdf
5.	Legal ad	CPA Ad WaterBrooke.docx

CITY OF CLERMONT
ORDINANCE No. 2015-71

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, less and except the west 1660 feet thereof;

CITY OF CLERMONT
ORDINANCE No. 2015-71

AND

Parcel 3:

U.S. Government Lot 1, less and except the north 660 feet of the west 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet north of the southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run west 1305 feet; thence run south 8.3 feet; thence run west to the southwest corner of the NW 1/4 of said Section 35; thence north to the northwest corner of the south 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence east to the northeast corner of the south 1/2 of the SE 1/4 of the NW 1/4; thence south to the point of beginning;

AND

Parcel 6:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Begin at the Southeast corner of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence N00°55'27"E along the east line of said Lot 5, for a distance of 701.16 feet to the north line of the southwest 1/4 of the southwest 1/4 of said Section 27; thence S89°03'05"E along said north line, 16.98 feet to the west line of the east 3/4 of the south 1/2 of said Section 27; thence S00°24'50"W along said west line, 710.74 feet to the north line of the south 610.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 27; thence departing said west line run N75°03'48"W, 39.92 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the point of beginning.

AND

Parcel 7:

That part of Lot 5, Pine Valley Industrial Park, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows: Begin at the southeast corner of said Lot 5; thence N00°55'27"E along the east line of said Lot 5 for a distance of 696.49 feet; thence departing said east line run S53°23'08"W, 100.90 feet; thence S08°50'46"W, 57.13 feet; thence S33°38'56"W, 31.61

CITY OF CLERMONT
ORDINANCE No. 2015-71

feet; thence S04°49'02"E, 40.96 feet; thence S02°58'52"E, 93.11 feet; thence S08°48'35"W, 60.57 feet; thence S20°20'22"W, 82.37 feet; thence S05°30'28"W, 59.91 feet; thence S10°59'05"W, 70.76 feet; thence S18°19'44"E, 68.63 feet; thence S32°06'31"E, 46.35 feet; thence S44°29'07"E, 31.79 feet; thence S61°25'49"E, 40.03 feet; thence S75°03'48"E, 26.77 feet to the south line of said Lot 5; thence S88°41'58"E along said south line, 15.41 feet to the Point of Beginning.

Easement Parcel A:

Together with an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the center line of which begins 174.60 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run south 0°10' west through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The east 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida):

Begin at an iron rod and cap marked "RLS 4264" at the southeast corner of the north 660.00 feet of the west 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run N88°47'56"W along the south line of said north 660.00 feet of the west 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run S01°12'04"W for a distance of 124.51 feet to the northerly right of way line of Hartle Road; thence run N80°06'21"E along said northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the northwest and having a radius of 467.00 feet; thence run northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run N65°14'58"E along said northerly right of way line for a distance of 6.13 feet to a point on the east line of said west 660.00 feet of Government Lot 1; thence leaving said northerly right of way line run N00°29'39"W along aid east line for a distance of 0.12 feet to the point of beginning;

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the northwest corner of Section 35, Township 22 South, Range 26 East, run S00°30'48"E along west line of the northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the northwest corner of the south 1/2 of the southwest 1/4 of the northwest 1/4 of said Section 35; thence leaving said west line run S88°23'30"E along the north line of the south 1/2 of the southwest 1/4 of the northwest 1/4 and the north line of the south 1/2 of the southeast 1/4 of the northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the point of beginning; thence leaving said north line run S00°00'09"E for a distance of 298.67 feet to a point designated as point A; thence run S89°59'51"W for a

CITY OF CLERMONT
ORDINANCE No. 2015-71

distance of 58.00 feet to a point of termination A of this centerline; begin again at aforesaid point A; thence run N89°59'51"E for a distance of 573.66 feet to a point on a tangent curve concave to the northwest and having a radius of 2000.00 feet; thence run northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run N80°06'21"E for a distance of 753.88 feet to a point on a tangent curve concave to the northwest and having a radius of 500.00 feet; thence run northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run N65°14'59"E for a distance of 252.91 feet to a point on a tangent curve concave to the southwest and having a radius of 350.00 feet; thence run easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run S44°11'00"E for a distance of 169.91 feet to a point on a tangent curve concave to the northeast and having a radius of 250.00 feet; thence run southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run N72°29'25"E for a distance of 514.79 feet to a point on a tangent curve concave to the southeast and having a radius of 750.00 feet; thence run northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run S89°08'11"E for a distance of 203.12 feet to the east line of Government Lot 1, said Section 35 and the point of termination B of the aforesaid centerline.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the west 1/4 corner of said Section 35, said corner marked by a 4"x4" concrete monument (no identification) (Certified Corner Record No. 38693); thence S88°00'40"E along the east-west center of section line of said Section 35, a distance of 857.52 feet to the point of beginning; thence continue along said center of section line S88°00'40"E, a distance of 481.86 feet to a point on the east line of the platted portion of Postal Colony Company, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying N88°00'40"W, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said east 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run N00°07'48"W along said east line, a distance of 12.98 feet to the northeast corner of said platted portion of Postal Colony Company; thence departing said east line, run N89°33'17"W along the north line of said Postal Colony Company, a distance of 481.55 feet to the point of beginning. Alternate Keys 1095972, 3882911, 1095964, and 2717874

Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – URBAN LOW DENSITY
TO CITY OF CLERMONT LOW DENSITY RESIDENTIAL**

CITY OF CLERMONT
ORDINANCE No. 2015-71

Section 2.

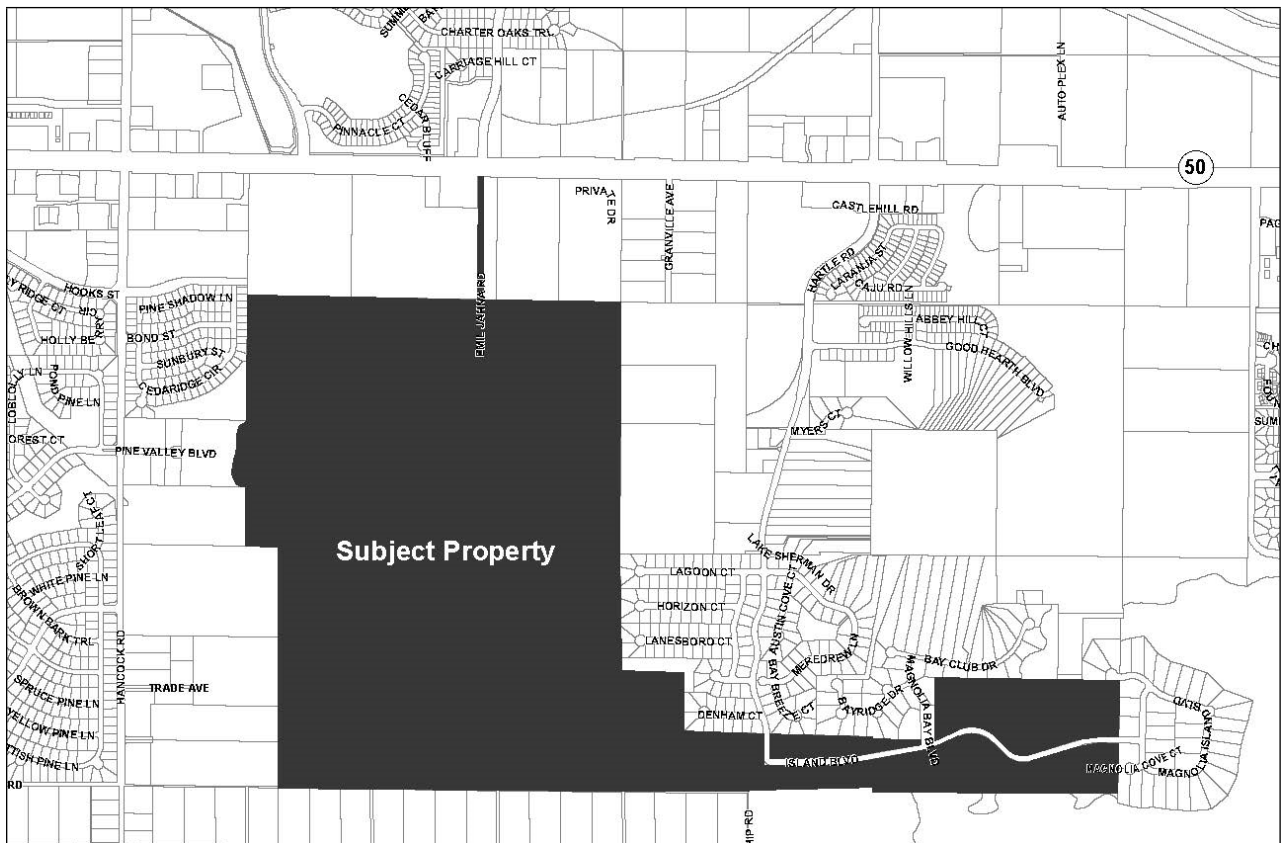
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE No. 2015-71

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of December, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
WaterBrooke

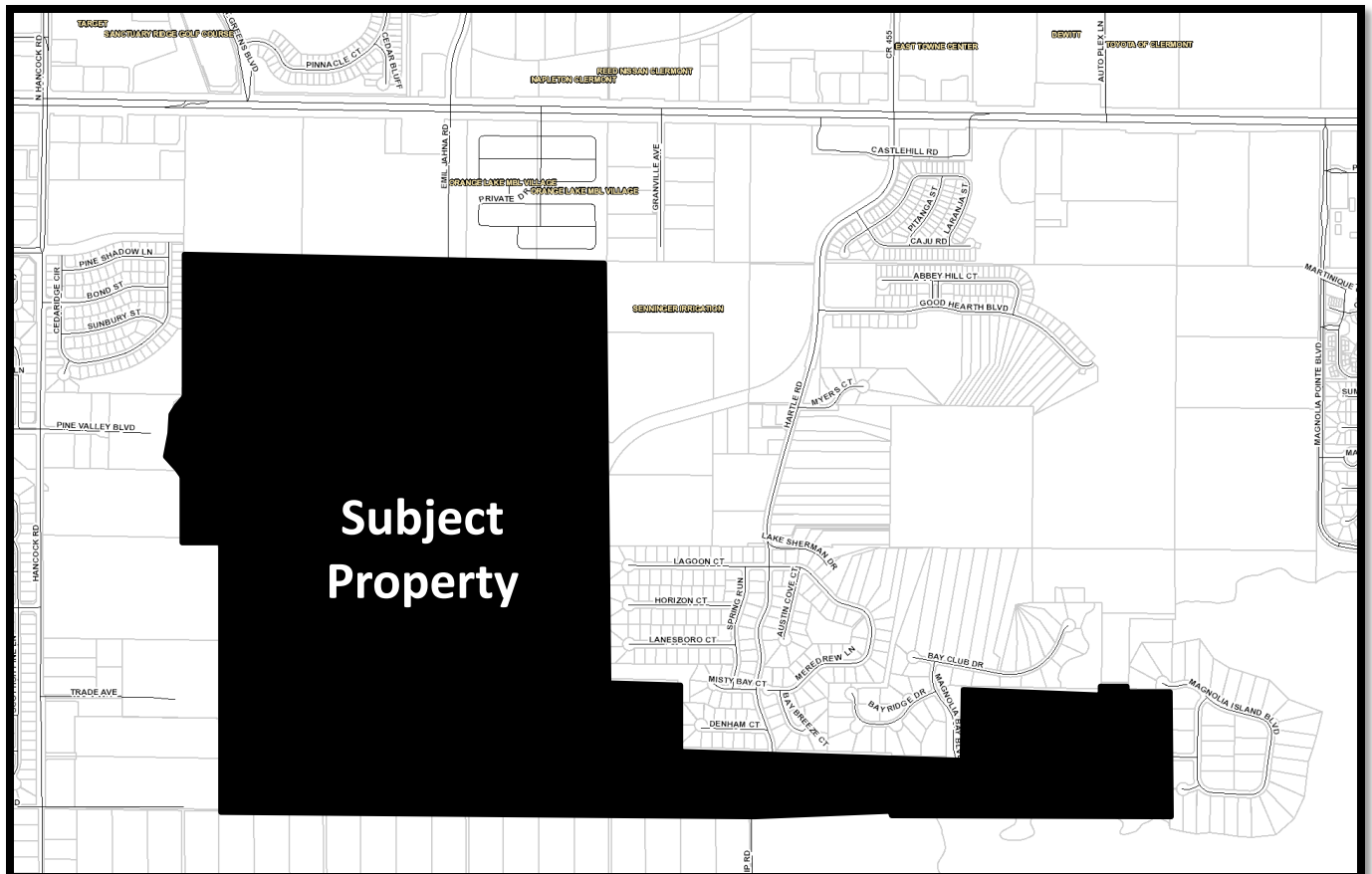


Exhibit – Future Land Use Map WaterBrooke

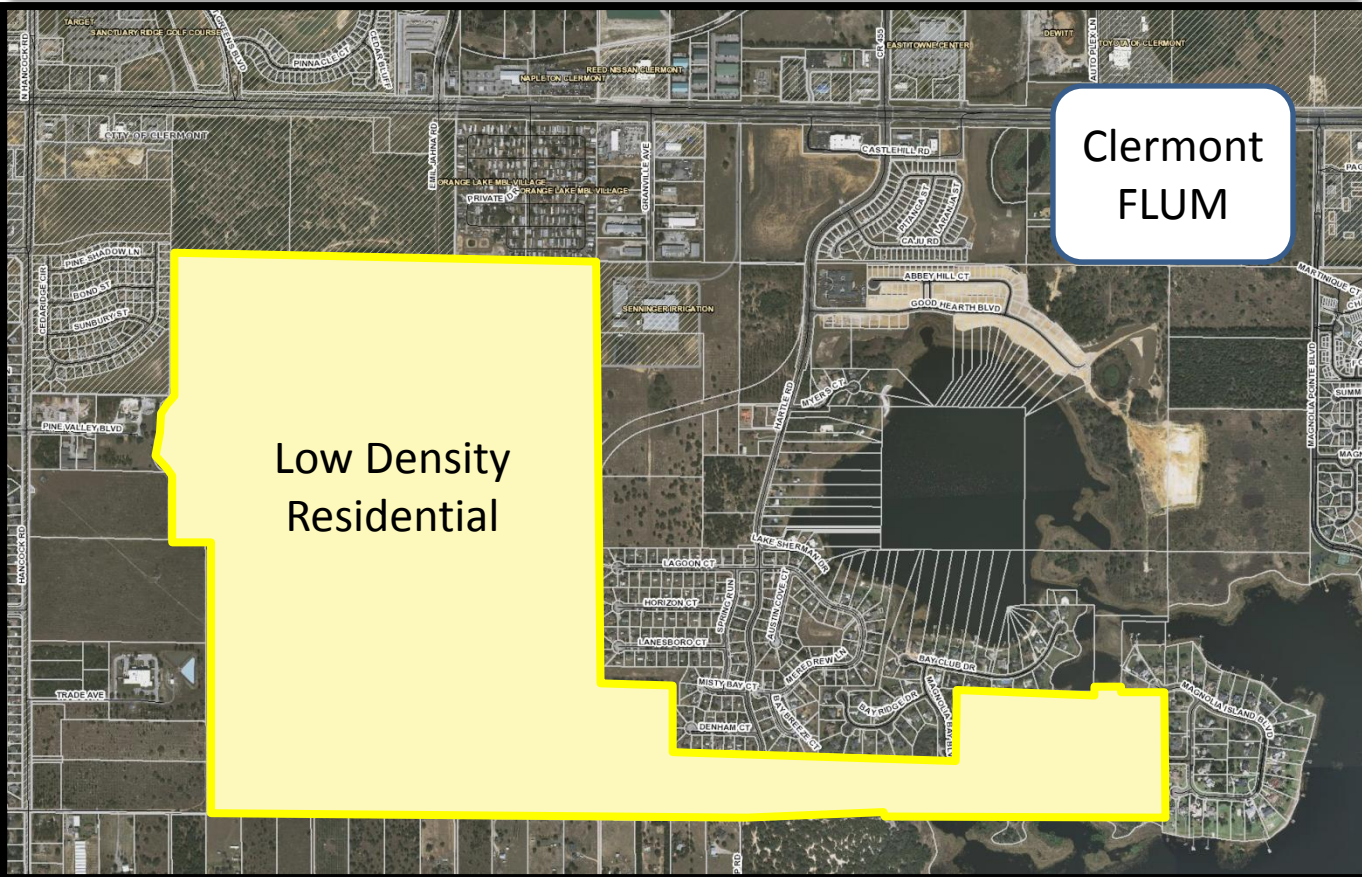
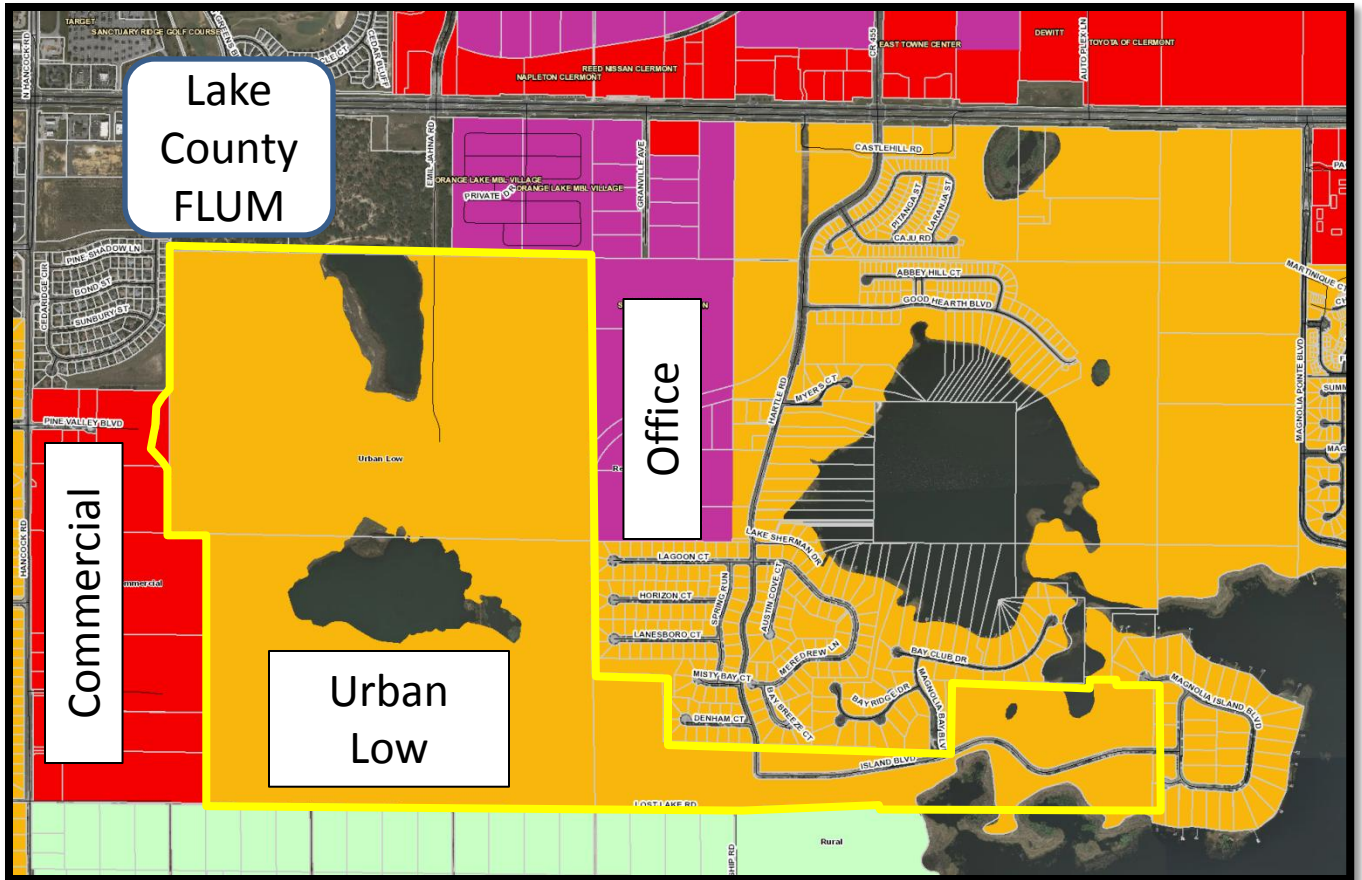
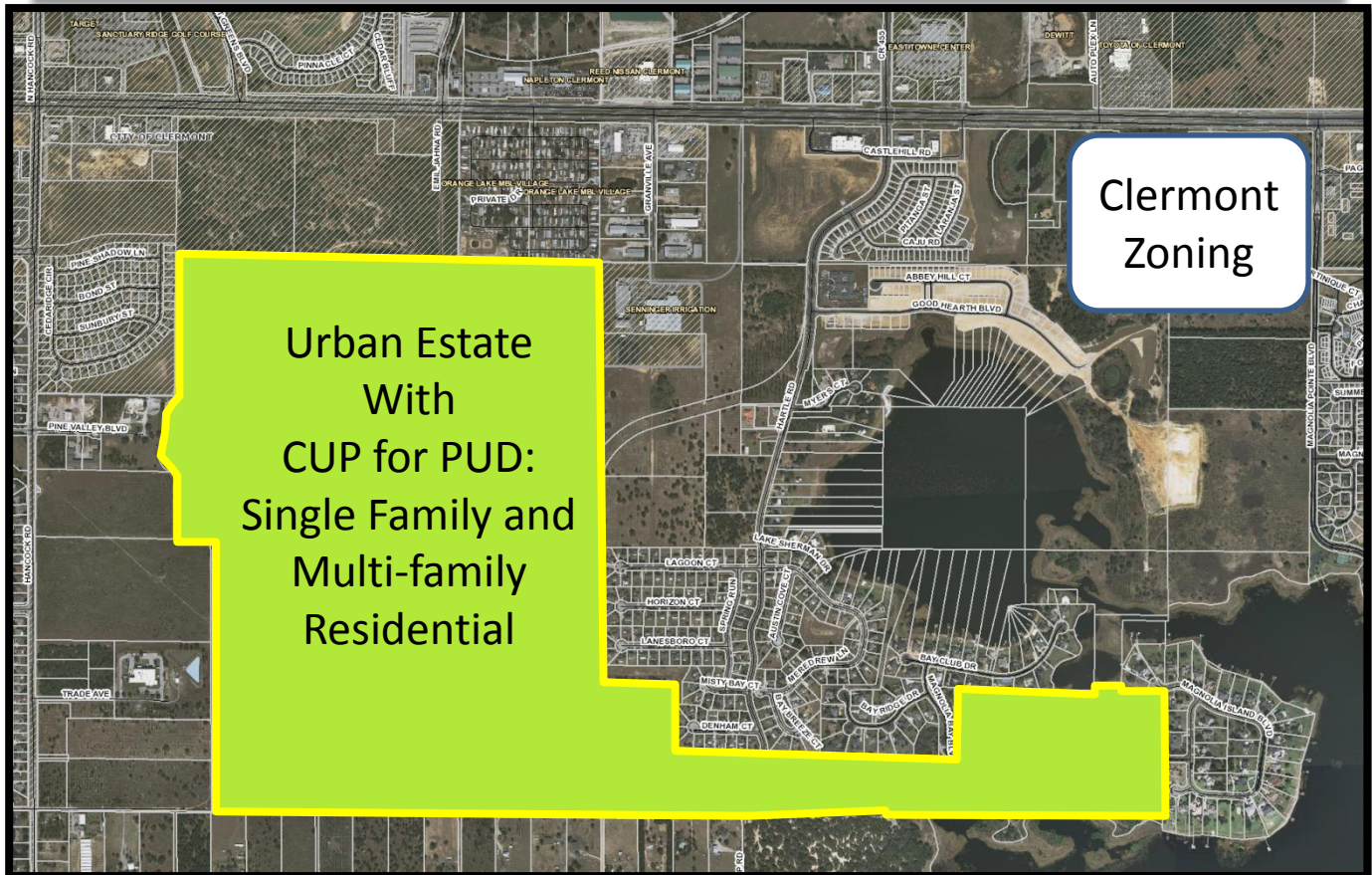
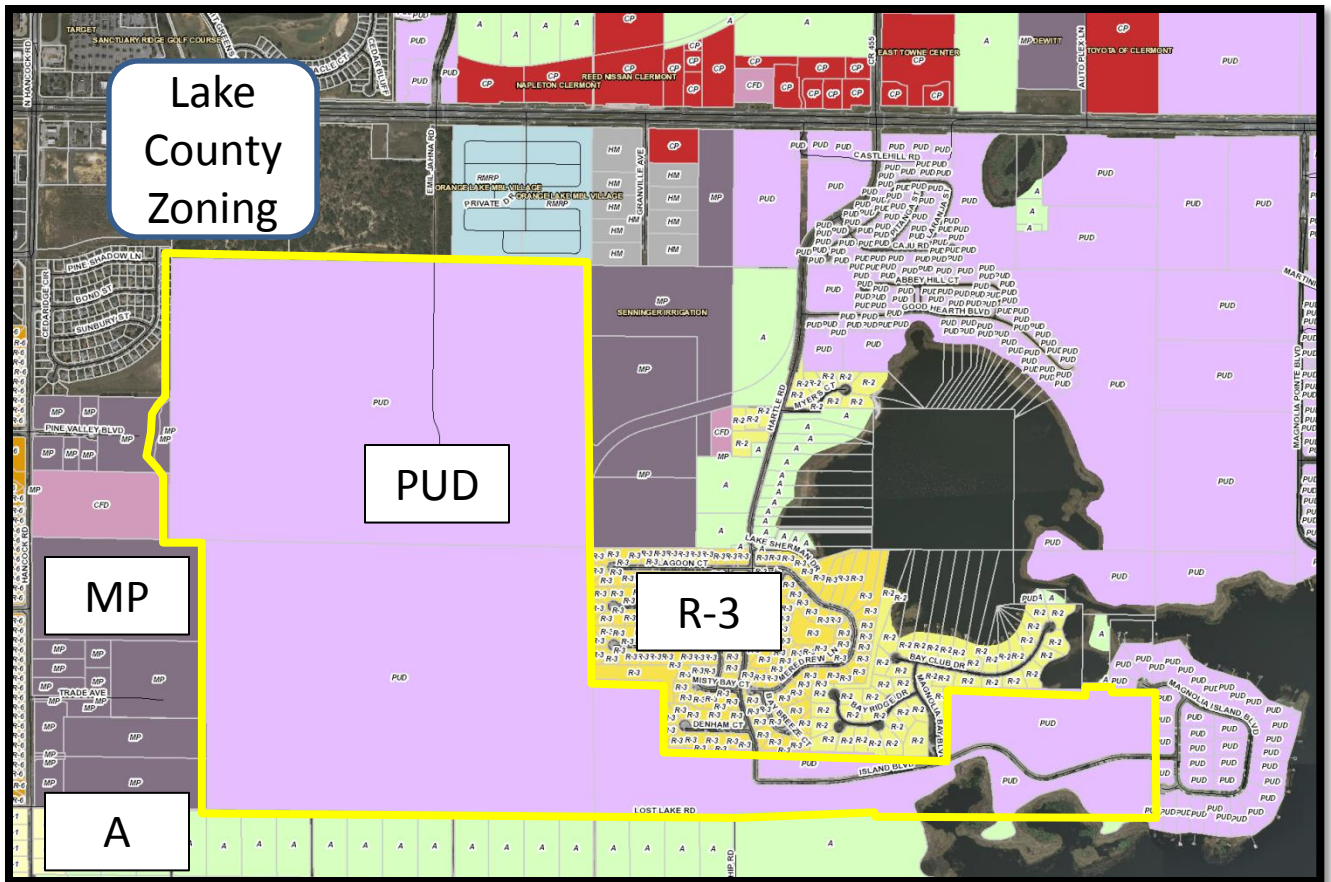


Exhibit – Zoning Map WaterBrooke



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 6, 2015**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday October 6, 2015 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Judy Proli, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held September 1, 2015 were approved as written.

REPORTS

There were no reports.

1. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low Density to City of Clermont Low Density Residential.

APPLICANT: Mattamy Homes

Senior Planner Kruse presented the staff report as follows:

The applicant, Mattamy Homes, is requesting a Future Land Use change on the parcels. This request is being heard concurrently with requests for annexation and a Conditional Use Permit for a Planned Unit Development (PUD). The property was previously mined and is now vacant. The applicant desires to develop the property for residential use and has previously received approval from Lake County. The applicant is requesting City services for the 540 acre project.

The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. Lake County's Urban Low Density allows up to 4 dwelling units per acre. The City's Low Density allows up to 3 dwelling units per acre. The change in future land use would decrease the total number of units by 1/4 if the project was built at full capacity in the City. The applicant is requesting 950 units on 540 acres, which equates to 1.76 units per acre. This number is well below the 3 dwelling units per acre allowable under the City's Low Density Future Land Use.

Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in December.

Staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to Low Density Residential in the City.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 6, 2015**

Page 2

Attorney Cecelia Bonifay, 420 S. Orange Ave., Orlando, stated that this property was previously known as the Jahna property. She stated that they moved forward with a comp plan amendment in the county about a year ago. She stated that they updated an old planned unit development with Lake County in 2008. She stated that the previous developers walked away from the project. She stated that they now have a new developer and they know they will need to annex into the city in order to gain utilities.

Jan James, 15845 Johns Lake Rd., asked if this will change her agricultural designation for her property and will she be annexed into the city limits.

Mr. Kruse stated that her property is not included within the planned unit development so it would not be annexed into the property and her property's land use would not be affected.

Mike Megler, 17341 Magnolia Island Blvd., has concerns that this is going to create an enclave and asked how will it affect their services that they receive from the county.

City Attorney Dan Mantzaris stated that anyone who is located in the county will continue to receive their services from the county. He stated the only change may be that the Clermont Fire Department may respond due to the joint fire service agreement.

Mr. Megler said he wants to make sure the conservation area will not be changed with the development.

Ms. Bonifay stated that there is an agreement in place by Nola Land, Island Bay and Magnolia Island Homeowner Associations that includes a conservation easement that will follow the state statutory requirements for conservation easements. She stated that the conservation easement is recorded into the records of Lake County. She stated that nothing within the planned unit development can modify the conservation easement. She stated that Island Bay Boulevard will connect to Hartle Road.

Mr. Megler requested that all home owners be notified when the closing for the roadway hearing comes up.

Mr. Mantzaris stated that the typical procedure is to notify the abutting property owners.

Ms. Bonifay stated that maybe the right thing to do is for the applicant to have a meeting with the homeowners prior to the city council meeting.

Craig Hildebrandt, 16520 Bay Ridge Dr., stated that his property abuts the property where the relocated road will be. He asked that when his property abuts the city limits would he be forced to annex into the city.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
October 6, 2015**

Page 3

Mr. Mantzaris stated that the Planning and Zoning Commission has no authority regarding annexations so they could not respond as to whether there are any intentions to annex other properties or not.

Steve Moras, 15845 Johns Lake Road, asked if Lost Lake Road will be opened due to this annexation.

Mr. Kruse stated that Hartle Road is being handled through the county. He stated that he does not know of any improvements to Lost Lake Road.

Chairman Jones stated that they should contact Lake County and talk to their road planners.

Mike Salvi, 15100 Lost Lake Road, asked about future plans for Lost Lake Road.

Ms. Bonifay stated that their plans only deal with Hartle Road, Hooks Street and Emil Jahna Road off State Road 50. She stated that their development has nothing to do with Lost Lake Road.

Alan Bellamy, 16101 Johns Lake Road, asked about the alignment of the future Hartle Road.

Mr. Kruse stated that the alignment is being designed by Lake County and they would have more information about the alignment.

Katlin Musial, 2701 Pine Shadow Lane, asked what type of multi-family development is planned for this area, where Hooks Street will extend to and how soon the construction will start.

Ms. Bonifay stated that these are questions are more for the conditional use permit. She stated that they will do their part with dedicating Hooks Street right-of-way through their development. She stated that as soon as they get through the development approval process, Mattamy will start building. She stated that there will be 175 multi-family townhomes.

Craig Hildebrandt, 16520 Bayridge Dr., asked for a more specific start time for the development.

John Townsend, 2200 Park Ave., Winter Park, stated that construction will begin just as soon as they can get through permitting. He stated that once the conditional use permit is approved they will begin site review and permitting which will take four to six months for that process.

Commissioner Hubbard moved to recommend approval of the large-scale comp plan amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 6/12/15

FEE: \$1500.00

Project Name (if applicable): WaterBrooke (f/k/a Jahna PUD)

Applicant: Mattamy Orlando LLC

Contact Person: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

E-Mail: Keith.Trace@mattamyhomes.com

OWNER: Mattamy Orlando LLC – Attn: Keith Trace

Address: 1900 Summit Tower Blvd., Suite 500

City: Orlando State: Florida Zip: 32810

Phone: 407-599-2228 Fax: 321-444-6565

E-Mail: Keith.Trace@mattamyhomes.com

General Location: South side of State Road 50 at Emil Jahna Road, east of Hancock Road, west of Hartle Road

Legal Description (include copy of survey): See attached

Property size (in acres or square feet): 540 +/- acres

Flood hazard area (yes) X and approx. acreage 124.5+/- (no) _____

Existing (Actual) Land Use: Reclaimed sand mine; vacant land

Existing Zoning: PUD (County)
CUP/PUD (City) requested under separate application)

Existing Future Land Use: Urban Low Density (County)

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Planned residential development

02/02/2015



Proposed density (dwelling units/acre) or intensity:

1.65 dwelling units per gross acre

Proposed Zoning District: CUP/PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Mattamy Homes owns approximately 540 acres adjacent to the City of Clermont. The property is now contiguous to the city limits which requires that the property be annexed to obtain utility services from Clermont. The Owner is therefore filing an Application for Annexation which will require that the City's Comprehensive Plan be amended to provide a Future Land Use. The Owner is also filing an Application for a Conditional Use Permit which will contain the same density and intensity as the existing Lake county approved PUD. The Owner is requesting a Future Land Use of Low Density Residential in the City which is consistent and compatible with the existing PUD which approved 894 units on the property.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

02/02/2015



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE:

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC, who being
by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he desires a Future Land Use Amendment from Urban Low Density (County) to Low Density Residential (City) for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Thomas McCarthy, Vice President
Mattamy Orlando LLC
Affiant - Applicant Name (print)

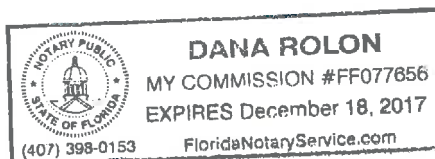
X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 10 day of June, 2015.

X 
Notary Public, State of Florida at Large

My Commission Expires: 12-18-17



02/02/2015



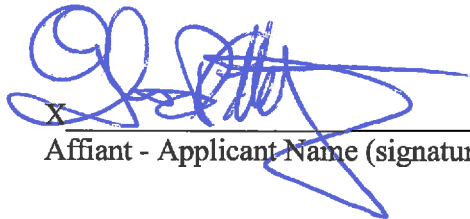
OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared Thomas McCarthy, Vice President of Mattamy Orlando LLC, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner of the property legally described on the attachment of this application.
2. That he desires a Future Land Use Amendment from Urban Low Density (County) to Low Density Residential (City) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed to act as agent on his behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Thomas McCarthy, Vice President
Mattamy Orlando LLC
Affiant - Applicant Name (print)

X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 10 day of June, 2015.

X Dana Rolon.

Notary Public, State of Florida at Large

My Commission Expires: 12-18-17



02/02/2015

INSTRUMENT#: 2015063184 OR BK 4637 PG 795 PAGES: 6 6/11/2015 3:38:57 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$52.50 DEED DOC:\$117985.00

This Instrument was Prepared by
and Should be Returned to:

Grant T. Downing
Godbold, Downing & Bill, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

Parcel ID# 2722260003-000-00500; 3422260001-000-00100; 3522260001-000-00600; and 2722260500-000-00501

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

WARRANTY DEED

THIS WARRANTY DEED is made and entered into as of this 5TH day of JUNE, 2015, by **NOLA LAND COMPANY, INC.**, a Florida corporation, whose address is 202 E. Stuart Avenue, Lake Wales, Florida 33853 (hereinafter called the "Grantor"), to **MATTAMY ORLANDO LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32820 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida (the "Property"), described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except real property taxes accruing subsequent to December 31, 2014, and easements, restrictions and reservations of record, if any; however, this reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first written above.

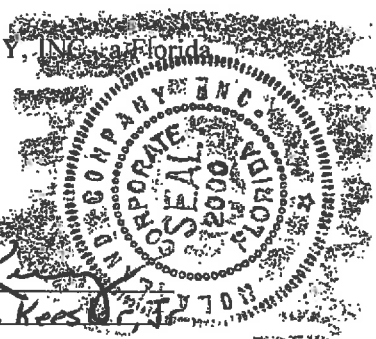
Signed, sealed and delivered
in the presence of:

NOLA LAND COMPANY, INC., a Florida
corporation

Deborah Partlow
Print Name: Deborah Partlow

C. B. MYERS III
Print Name: C. B. MYERS III

By: [Signature]
Print Name: Allen J. Keesler, Jr.
Its: President/CEO



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 2015, by ALLEN J. KEESLER, JR., as PRESIDENT/CEO of Nola Land Company, Inc., a Florida corporation, who [X] is personally known to me, or [] has produced _____ for identification.

(SEAL)

Deborah Partlow
Notary Signature

DEBORAH PARTLOW
Notary Public, State of Florida
My Comm. Expires Mar. 8, 2018
Commission No. FF 88384

Exhibit "A"**Parcel 1**

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

and

Parcel 2

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

and

Parcel 3

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

and

Parcel 4

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

and

Parcel 5

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

and

Parcel 6

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida; thence North 00°55'27" East along the East line of said Lot 5, for a distance of 701.16 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 89°03'05" East along said North line, 16.98 feet to the West line of the East 3/4 of the South 1/2

of said Section 27; thence South 00°24'50" West along said West line, 710.74 feet to the North line of the South 610.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence departing said West line run North 75°03'48" West, 39.92 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the Point of Beginning.

and

Parcel 7

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Southeast corner of said Lot 5; thence North 00°55'27" East along the East line of said Lot 5 for a distance of 696.49 feet; thence departing said East line run South 53°23'08" West, 100.90 feet; thence South 08°50'46" West, 57.13 feet; thence South 33°38'56" West, 31.61 feet; thence South 04°49'02" East, 40.96 feet; thence South 02°58'52" East, 93.11 feet; thence South 08°48'35" West, 60.57 feet; thence South 20°20'22" West, 82.37 feet; thence South 05°30'28" West, 59.91 feet; thence South 10°59'05" West, 70.76 feet; thence South 18°19'44" East, 68.63 feet; thence South 32°06'31" East, 46.35 feet; thence South 44°29'07" East, 31.79 feet; thence South 61°25'49" East, 40.03 feet; thence South 75°03'48" East, 26.77 feet to the South line of said Lot 5; thence South 88°41'58" East along said South line, 15.41 feet to the POINT OF BEGINNING.

Easement Parcel A:

TOGETHER WITH an easement for ingress and egress to State Road 50 over the entire stretch of asphalt road the centerline of which begins 174.60 feet West of the Northeast corner of the SW 1/4 of the NE 1/4 of Section 27, Township 22 South, Range 26 East, and run South 0°10' West through the entire SW 1/4 of the NE 1/4 of Section 27, which easement shall be 60 feet in width;

ALL OF THE ABOVE LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

The East 150.00 feet of the following described property (Magnolia Bay Boulevard according to the plat thereof, as recorded in Plat Book 34, Pages 47 through 49, of the Public Records of Lake County, Florida): BEGIN at an iron rod and cap marked "RLS 4264" at the Southeast corner of the North 660.00 feet of the West 660.00 feet of Government Lot 1, Section 35, Township 22 South, Range 26 East, Lake County, Florida; thence run North 88°47'56" West along the South line of said North 660.00 feet of the West 660.00 feet of Government Lot 1 for a distance of 545.00 feet; thence run South 01°12'04" West for a distance of 124.51 feet to the Northerly right of way line of Hartle Road; thence run North 80°06'21" East along said Northerly right of way line for a distance of 433.09 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 467.00 feet; thence run Northeasterly along the arc of said curve for a distance of 121.09 feet through a central angle of 14°51'22" to the end of said curve; thence run

North 65°14'58" East along said Northerly right of way line for a distance of 6.13 feet to a point on the East line of said West 660.00 feet of Government Lot 1; thence leaving said Northerly right of way line run North 00°29'39" West along said East line for a distance of 0.12 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A strip of land for road right of way purposes 66.00 feet wide lying in Section 35, Township 22 South, Range 26 East, Lake County, Florida, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 35, Township 22 South, Range 26 East, run South 00°30'48" East along West line of the Northwest 1/4 of said Section 35, for a distance of 1856.75 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 35; thence leaving said West line run South 88°23'30" East along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and the North line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35, for a distance of 1531.02 feet to the POINT OF BEGINNING; thence leaving said North line run South 00°00'09" East for a distance of 298.67 feet to a point designated as POINT A; thence run South 89°59'51" West for a distance of 58.00 feet to a POINT OF TERMINATION A of this centerline; BEGIN again at aforesaid POINT A; thence run North 89°59'51" East for a distance of 573.66 feet to a point on a tangent curve concave to the Northwest and having a radius of 2000.00 feet; thence run Northeasterly along the arc of said curve for a distance of 345.29 feet, through a central angle of 09°53'30" to the end of said curve; thence run North 80°06'21" East for a distance of 753.88 feet to a point on a tangent curve concave to the Northwest and having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve for a distance of 129.64 feet, through a central angle of 14°51'22" to the end of said curve; thence run North 65°14'59" East for a distance of 252.91 feet to a point on a tangent curve concave to the Southwest and having a radius of 350.00 feet; thence run Easterly along the arc of said curve for a distance of 431.07 feet, through a central curve (sic) of 70°34'02" to the end of said curve; thence run South 44°11'00" East for a distance of 169.91 feet to a point on tangent curve concave to the Northeast and having a radius of 250.00 feet; thence run Southeasterly along the arc of said curve for a distance of 276.31 feet, through a central angle of 63°19'35" to the end of said curve; thence run North 72°29'25" East for a distance of 514.79 feet to a point on a tangent curve concave to the Southeast and having a radius of 750.00 feet; thence run Northeasterly along the arc of said curve for a distance of 240.51 feet through a central angle of 18°22'24" to the end of said curve; thence run South 89°08'11" East for a distance of 203.12 feet to the East line of Government Lot 1, said Section 35 and the POINT OF TERMINATION B of the aforesaid centerline.

Excluding that portion of Johns Lake South of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

That part of Section 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 35, said corner marked by a 4"X4" concrete

monument (no identification) (Certified Corner Record No. 38693); thence South 88°00'40" East along the East-West center of section line of said Section 35, a distance of 857.52 feet to the POINT OF BEGINNING; thence continue along said center of section line South 88°00'40" East, a distance of 481.86 feet to a point on the East line of the platted portion of POSTAL COLONY COMPANY, as recorded in Plat Book 9, Page 65, of the Public Records of Lake County, Florida, said point lying North 88°00'40" West, a distance of 3891.93 feet from the East 1/4 corner of said Section 35, said East 1/4 corner being marked by a 3" diameter iron pipe (no identification) (Certified Corner Record No. 38386); thence departing said center of section line, run North 00°07'48" West along said East line, a distance of 12.98 feet to the Northeast corner of said platted portion of POSTAL COLONY COMPANY; thence departing said East line, run North 89°33'17" West along the North line of said POSTAL COLONY COMPANY, a distance of 481.55 feet to the Point of Beginning.

MATTAMY ORLANDO LLC
(Revised 10-14-14 to exclude Postal Colony overlap)

DESCRIPTION (FURNISHED BY CLIENT):

Parcel 1:

The East 3/4 of the South 1/2 of Section 27, Township 22 South, Range 26 East;

AND

Parcel 2:

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof;

AND

Parcel 3:

U.S. Government Lot 1, LESS AND EXCEPT the North 660 feet of the West 660 feet, lying in Section 35, Township 22 South, Range 26 East;

AND

Parcel 4:

The NW 1/4 of the SW 1/4 of the NW 1/4 of Section 35, Township 22 South, Range 26 East;

AND

Parcel 5:

Begin 50.25 feet North of the Southeast corner of the NW 1/4 of Section 35, Township 22 South, Range 26 East; thence run West 1305 feet; thence run South 8.3 feet; thence run West to the Southwest corner of the NW 1/4 of said Section 35; thence North to the Northwest corner of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 35; thence East to the Northeast corner of the South 1/2 of the SE 1/4 of the NW 1/4; thence South to the Point of Beginning;

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AND

Parcel 7:

That part of Lot 5, PINE VALLEY INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 29, Page 70, of the Public Records of Lake County, Florida, described as follows:

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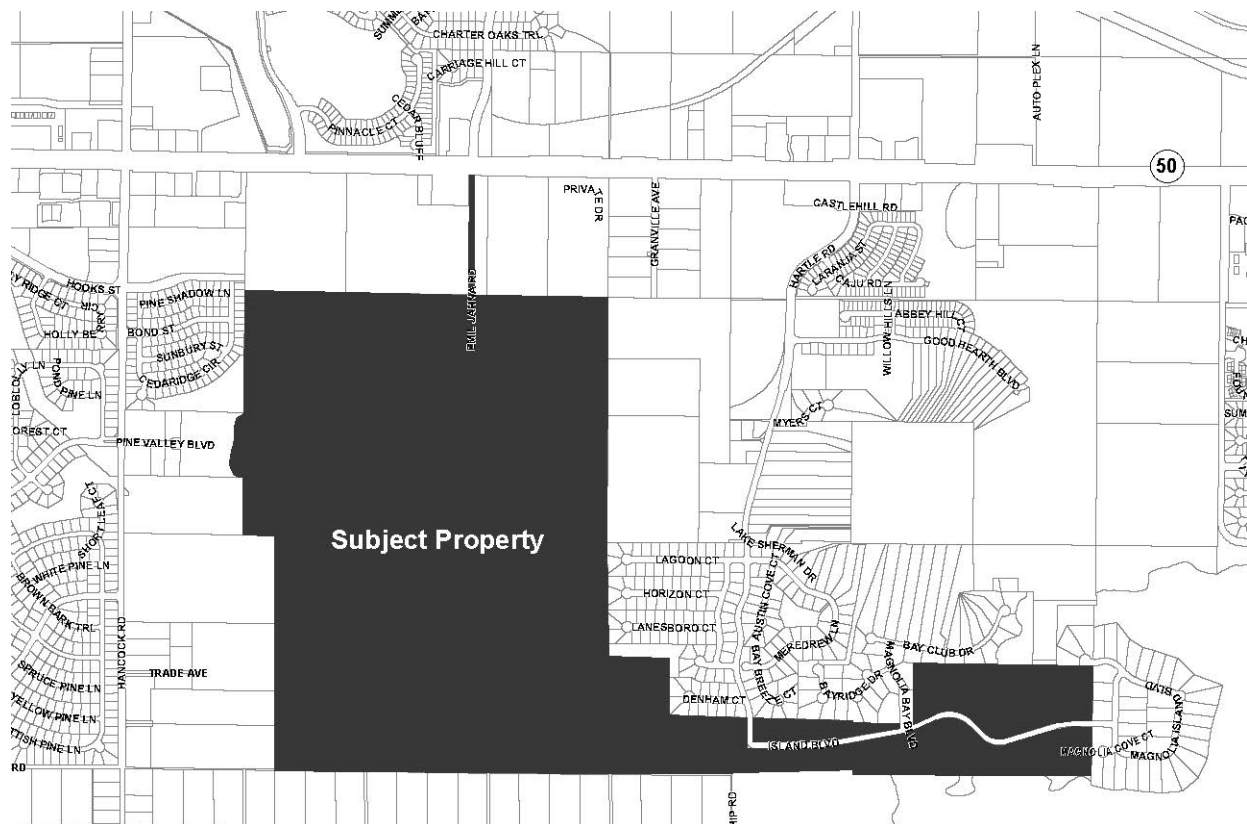
Containing 540.223 acres more or less (excluding that portion of Johns Lake south of Island Blvd. lying waterward of the Safe Upland Line (elevation 98.0 NGVD 29).

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-71

The City of Clermont will hold public hearings Tuesday, October 6, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, October 27, 2015 at 6:30 p.m. before the City Council to consider transmittal of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low Density to Low Density Residential.

The City of Clermont will hold public hearings on Tuesday, December 8, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: South of S.R. 50, West of the Hartle Road, East of Hancock Road,
and North and South of Island Blvd
WaterBrooke (Jahna), 540 +/- acres
Alternate Keys 1095972, 3882911, 1095964, 2717874***

Ordinance #2015-71:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for

the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
September 25, 2015 & November 24, 2015