



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 13, 2021**

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. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Florida League of Cities Youth Council Award

PROCLAMATION

Parks and Recreation Month

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.

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| Item No. 1 - Minutes Approval | Consider minutes from the Council Meeting held June 22, 2021 and the Council Retreat held June 30, 2021. |
| Item No. 2 - Plat Approval | Consider Bella Terra for a 59 lot single family subdivision off of Johns Lake Road. |
| Item No. 3 - Plat Approval | Consider Waterbrooke Phase 4 for 91 single family lots. |
| Item No. 4 - School Resource Officer Contract | Consider agreement with the Lake County School Board for the 2021-2022 school year SRO Program. |
| Item No. 5 - Utility Impact Fee Agreement | Consider agreement with South Lake Crossings I, LLC in the amount up to \$3,780,589.91 for Water and Sewer Main up-sizing. |
| Item No. 6 - Resolution No. 2021-041R | Consider authorizing the City of Clermont to join the State of Florida and other local governmental entities in implementing a unified plan regarding Opioid Litigation. |

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UNFINISHED BUSINESS

Item No. 7 - Variance Request
1066 Nathan Ridge Road

Consider allowing a rear yard setback of 14 feet instead of the required 20 feet.

NEW BUSINESS

Item No. 8 - Mural Request
756 W. Montrose St.

Consider allowing a mural artwork project in the Central Business District.

Item No. 9 - Resolution No. 2021-40 and Budget Amendment

Consider budget amendment for purchase of 0.11 +/- acres of real property on Lake Minneola Drive for \$150,000.

Item No. 10 - Ordinance No. 2021-017
Introduction
Headquarter Honda Garage

Consider annexation request of vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

Item No. 11 - Ordinance No. 2021-018
Introduction
Headquarter Honda Garage

Consider future land use change from Lake County Urban Low to Clermont Commercial designation for vacant property located on State Road 50 and the corner of Lake Boulevard.

Item No. 12 - Ordinance No. 2021-019
Introduction
Headquarter Honda Garage

Consider rezoning from Lake County "CP" Commercial Planned to Clermont "C-2" General Commercial for vacant property located on State Road 50 and the corner of Lake Boulevard.

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

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Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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.



PROCLAMATION

- Whereas,* parks and recreation programming enhance our quality of life by contributing to healthy lifestyles, building community, creating economic development and encouraging environmental stewardship; and
- Whereas,* recreation creates opportunities for people of all ages and cultures to participate in activities that encourage health, education, and social interaction; and
- Whereas,* parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism, and reduce crime; and
- Whereas,* parks, trails and open spaces provide encounters in nature, maintenance of clean air, and the protection of plant and animal wildlife; and
- Whereas,* recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and
- Whereas,* parks, open spaces, and recreation services have been integral to keeping communities connected through the COVID-19 pandemic; and
- Whereas,* parks and recreation staff have continued to provide critical services to their communities by caring for the children of front line workers, providing meals to families, and continuing to provide safe spaces for people to maintain healthy lifestyles; and
- Whereas,* the National Recreation and Park Association and the Florida Recreation and Park Association have designated July as Parks and Recreation Month;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the Month of July, Two-thousand and Twenty One as

PARKS AND RECREATION MONTH

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 13th Day of July in the year Two Thousand and Twenty One.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 22, 2021

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 22, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Pines, Entsua, Bates, and Purvis.

Other City officials present were Interim City Manager Dauderis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Bishop Everett Gates of One in Christ Ministries followed by the Pledge of Allegiance.

Opening Comments

Mayor Murry announced the agenda changes. The Florida League of Cities presentation will be moved to July 13 and the closed session will be held at the end of the meeting.

PUBLIC COMMENTS

Jodi Long, 1521 Arrow Court – Asked the Council for reconsideration for Modern Orthodontics sign variance, and showed the Council a rendering of the sign with the hashtag removed.

City Attorney Mantzaris said that there is not an appeal process, but staff can look into working with Ms. Long on a new application. Mayor Murry informed Ms. Long that recommendations were made at the denial hearing.

Matt Kryzminski, Planning & Zoning Board Chair – Asked that the Council consider providing members of the Planning & Zoning Board with official identification for use while they are investigating properties in the course of their duties as members of the board.

Council Member Purvis stated that he watched the Planning & Zoning meeting on YouTube where this issue was discussed and pointed out that this is not a unanimous request from the board. He stated that a board member is on a property it should be at the invite of the property owner; if it is not, they are trespassing.

Council Member Entsua supported the request.

Council Member Pines stated that the Planning & Zoning Board has operated for a long time without official identification. Upon watching the Planning & Zoning Board meeting, she too agreed that there was no strong consensus from the board for this request. She expressed concern for the City, if Planning & Zoning Board members are trespassing on private property.

Mayor Murry said that he does not have any official identification when he is out and about as he does not see a need for it.

The Council took no action on this request.

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Charlene Forth, 939 E. Desoto Street – Ms. Forth expressed concern about activities in the downtown area at businesses with Conditional Use Permits (CUP). She provided an example and gave a handout to the Council.

Council Member Entsuh asked if the City had looked into the activity Ms. Forth had referenced. Interim City Manager Dauderis stated that the City had looked into the issue and supplied each Council Member with a report showing that the property was in compliance. Interim City Manager Dauderis continued that the City is proactively meeting with the management from the business regarding their events.

Mayor Murry asked if anything that occurred was against the CUP. City Attorney Mantzaris stated that upon review of the CUP, there were no violations. Mayor Murry asked if all the permits had been acquired. City Attorney Mantzaris explained that the CUP allows them to have special events, so no permit was needed.

Mayor Murry said that while he observed that the event was noisy, he thinks it ended before 11:00 pm which makes them in compliance with the code and their CUP.

Council Member Purvis expressed a strong concern about the operation of the City. He stated that he wants to know exactly what a CUP allows and does not allow. City Attorney Mantzaris explained that every CUP is different and that is why each application must come before the Council so they can review and approve the specific conditions for each property.

Council Member Purvis stated that the referenced event was utilizing city property and city right of way as he observed. City Attorney Mantzaris stated that a CUP does not authorize the use of public property as the conditions are tied to a specific parcel.

Mayor Murry stated that a review of Conditional Use Permit practices may need to be a workshop item.

Linda Charlton, 91021 County Road 561 – Ms. Charlton expressed a concern about the process that occurred with regards to an overturned car accident.

Paula Hoisington, 564 E Desoto Street – Ms. Hoisington stated she was speaking on behalf of the South Lake Alliance. She expressed frustration over the upcoming retreat stating that the alliance needs clarity and direction. They have not received any official notification about being on the agenda. She feels that the City Administration is doing a disservice to the people, when they expect to be treated equally.

Interim City Manager Dauderis explained to the Council that since this is a retreat there is no set agenda yet as they are still working with the facilitator. She also stated that the alliance is the only presenter during the retreat so they were given a specific time to assist them in coordinating their people and presentation. She informed the Council that she has a phone call with the facilitator to go over items that could be on the agenda.

City Attorney Mantzaris emphasized to the Council that this is a retreat, which by its nature allows for greater flexibility, thus an agenda is kept to very broad topics and is to be considered a guideline more so than the order of business.

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Mayor Murry stated he would like to see an agenda by the end of the week.

REPORTS

INTERIM CITY MANAGER REPORT

Interim City Manager Dauderis –

- The Council Retreat will be on June 30 at the Clermont City Center beginning at 9:00am
- The City will be closed Monday, July 5 for observation of the July 4 holiday.
- City will have an event from 7pm to 10pm on July 4.
- The next City Council meeting is on July 13.

CITY ATTORNEY REPORT

City Attorney Mantzaris

- Reminded members about their Form 1 financial filings.

Regarding the Form 1 filings, Council Member Purvis asked if they needed to submit them even though they just completed them as part of their qualifying process for the election. City Clerk Howe responded that Council Member Purvis will need to complete the form as he was in office on December 31, 2020. Council Member Entsuhah was elected during the current calendar year, so he will not need to complete the form.

CITY COUNCIL REPORT

Council Member Bates

- Congratulated Chief Broadway on recent appointment and commendation.
- Congratulated Council Members Purvis and Entsuhah on their no-opposition elections.

Council Member Purvis

- Informed the Council about the death of Frank Lyon who was an involved member of the community.
- Reminded the public that the County Board is meeting in south Lake County at the Clermont City Center at 1pm next week. He encouraged the public to attend and let them know how they feel on certain topics.
- Congratulated Chief Broadway for his commendations

Council Member Entsuhah

- Congratulated Chief Broadway for his accomplishments.
- Attended the inaugural Juneteenth event in Groveland and would like to see one done in Clermont.
- Attended the Mega-Food Truck rally in Downtown Clermont.
- Expressed concerns about special events at The Rusty Truck which is now a club.

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Council Member Pines

- Congratulated Chief Broadway for his accomplishments.
- Congratulated the Fire Department on their pinning and promotion ceremony.
- Took the Florida League of Cities (FLC) class for newly elected officials last fall and had questions on the oversight of the Planning & Zoning Board. She contacted FLC who suggested that the Council hold a joint educational meeting with the Planning & Zoning members. She would like to see it be a half day event. The league suggested the City reach out to Richard Levey to be the facilitator and trainer.

Mayor Murry stated that he supports the idea and asked staff to look at the calendar to schedule another retreat, if there is a consensus from the Council.

Council Member Purvis stated that he is opposed to hiring Mr. Levey as he believes the City Attorney can do the same material without the added expense.

City Attorney Mantzaris informed the Council that it is common at times for groups to have joint meetings between the two boards for discussion, but that it be narrowed to a planning perspective.

Council Member Bates asked if the FLC could do the training.

City Attorney Mantzaris informed the Council that staff could return with a proposal. He reiterated that the true value may not be in a presentation, but the interaction between the members of the two boards.

Max Kryzminski, Planning & Zoning Board Chair – Agreed that this is a good idea as the board members have had no formal training. City Attorney Mantzaris responded that an overview of the rules and regulations for the Planning & Zoning Board was made in January.

Mayor Murry

- County Board Chair Sean Parks will resume his report in July.
- Attended the Mega-Food Truck rally in downtown Clermont. It was a great event.
- Attended the Juneteenth event in Groveland. Has spoken to Interim City Manager Dauderis about having an event in Clermont.
- Congratulated the Fire Department on their hiring and promotions.
- Attended the Youth Police Academy graduation.
- Congratulated Council Members Purvis and Entsuaah on their no-opposition elections.
- Congratulated Chief Broadway on his appointment from the Governor.
- Announced that he is not going to continue the “Coffee with the Mayor” forum, but will be doing a “Lunch with the Mayor” on the first Monday of the month.

CONSENT AGENDA

Mayor Murry 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.

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Item No. 1 – Minutes Approval

Consider approval of the minutes from the May 11, 2021 and June 8, 2021 Council meetings.

Item No. 2 – Surplus Request

Consider declaring end of life inventory as surplus from Information Technology, Police, and Fire Departments and dispose of in accordance with the Procurement Services Policy.

Item No. 3 – Resolution No. 2021-038R

Consider Fiscal Year 2021 Budget Amendment

MOTION TO APPROVE the consent agenda for June 22, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 4 – Administrative Appeal – *Highland Ranch/Black West PUD*

Planning Manager John Kruse provided the staff presentation.

The applicant is requesting an administrative appeal in regards to a commercial use designation located within the Highland Ranch/Black West Planned Unit Development (PUD). The applicant is not in agreeance with staff on the interpretation of “commercial uses” contained in Resolution 2019-26R.

Resolution 2019-26R provided many details governing the development, such as overall density, cut and fill locations, gated community approval, age restricted community details, and commercial locations. The Resolution specifically stated that the Conditional Use Permit allows a Planned Unit Development in the Urban Estate Zoning District.

Within the PUD, a commercial location was depicted along Hancock Rd. City staff reads as the PUD allows C-1 Light Commercial uses within this area. The applicant believes the uses should allow C-2 General Commercial uses. The PUD does not clearly state or document the “commercial uses” are C-1 Light Commercial or C-2 General Commercial district. Reviewing the original traffic study, the trip generation code used for the traffic generation was for office and retail. Under the C-1 Light Commercial district, the purpose of the C-1 district is to provide light retail sales and services, which would not be detrimental to adjacent residential districts. The commercial aspect of the project is surrounded by residential uses.

The applicant believes that C-2 General Commercial uses are allowed within the PUD commercial zone. The C-2 district is intended for full-scale retail sales and service needs of the community. This district would permit higher intensity commercial uses, such as gas stations, hotels and motels, childcare centers, along with shopping centers.

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Staff does not believe the parcel was intended for C-2 General Commercial uses, especially since these types of intensities and uses occur within two (2) miles of the New Publix Shopping Center to the North, and the Target Shopping Center to the South.

City staff and the applicant are seeking the direction from City Council on this item.

Mayor Murry asked if the applicant was present.

Jimmy Crawford, Esq. – *Applicants Representative*. Mr. Crawford congratulated Clermont. Mr. Crawford offered to forgo his 20 minute presentation and allow the Council to ask questions of the experts present.

City Attorney Mantzaris stated that Mr. Crawford has to present some sort of information for the Council to consider as it is an appeal. Mr. Crawford stated that he will enter several items into the record as well as his notes to explain why the applicant thinks the 2019 CUP authorizes C2 Zoning. He displayed a draft of an approval Order and highlighted the items they were asking to the Council to consider.

Mr. Crawford displayed a map of the site and stated that there are 13,000 approved homes within three (3) miles of the site, though, 9,000 have yet to be built. The applicant feels that based on the surrounding area as well as the upcoming development, the site is perfect for commercial development (C2).

He asserted that the six (6) acre site they have is too small to locate any major commercial big box stores. He reminded the Council that they have dedicated right-of-way and have been good neighbors. He also informed the Council that since the original traffic impact study was done, they have reduced commercial space by 50,000 square feet.

City Attorney Mantzaris informed the Council that this is a technical appeal and is a unique situation. He asked Mr. Crawford to explain to the Council why he legally feels they are entitled to do in the C2 zoning.

Mr. Crawford stated that in all prior contexts the development team and City staff have talked about the uses for the site as commercial uses and never specified C1 or C2. He also stated that the document originally done for the PUD says C2. This is why they are not looking to amend their CUP because they feel they already have it. They are just asking the Council to clarify that their interpretation is correct.

Jim Curoso, 102 W. Palm Street Orlando – *Applicant*. Mr. Curoso stated that they are a build and hold developer, and gave an overview of their company and business practices.

Brent Lacy, BHP Senior Transportation Planner – *Applicant Representative*. Mr. Lacy gave an overview of his credentials. He stated that at the time of the original discussions they did not know what type of shopping center it would be. He informed the Council that a shopping center does not have to be a series of big box stores and it can contain lots of different things. Mr. Lacy went over the definition of ITE CODE 820 and displayed it for the Council.

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Mayor Murry opened the floor for comments from the public; seeing no one come forth, the floor was closed.

Mr. Crawford entered into the record a letter from builder Taylor Morrison supporting the applicant's request.

Mr. Crawford entered into the record another letter supporting the applicant's request.

Council Member Pines asked Mr. Crawford if he has the CUP that states that it is C2. He replied that he did not have it with him.

Council Member Pines asked what the C2 zoning designation offers that is not available in the C1. Mr. Crawford said that it is more about floor sizes than uses, but there are some uses as well that they prefer in C2.

City Attorney Mantzaris clarified for the Council that the 2019 Resolution does not specifically address the commercial zoning in the same manner the Resolution from 2013 did. The issue is that the 2013 Resolution is invalidated as it was replaced with the 2019 resolution.

Council Member Bates disclosed that he met with the applicant. He also had some questions on the uses allowed. Mr. Crawford displayed the permitted uses from the application and reviewed the uses that have been crossed out and left.

Council Member Purvis disclosed that he spoke with the applicant and the applicant's attorney. He stated that he feels this is a good use of the available property. He is not opposed to the C2 designation, but would like a better definition of "Clinic" to be created.

Mr. Crawford asked if the Council would consent to having "Clinic" defined as a medical facilities without an emergency department. The Council gave consensus for that definition.

Council Member Entsuaah disclosed that he talked with the applicant and is in favor of the proposal.

Mayor Murry stated the he did not meet or speak with the applicant. He also said he is in support of the project from both a planning perspective and to help reduce traffic.

MOTION TO APPROVE the applicant's petition on appeal with the addition of language clarifying "Clinic" made by Council Member Purvis. Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

Council Member Entsuaah left the dais at 8:10 PM

Council Member Entsuaah returned to the dais at 8:11 PM

Item No. 5 – Bid Award and Budget Amendment

Items 5 and 6 were considered together and voted on separately.

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Item No. 6 – Piggyback Purchase and Budget Amendment

Police Chief Broadway presented the staff presentation via PowerPoint. Staff is requesting to patrol the waterways to address specific issues and activities related to the lakes. Chief Broadway provided highlights of enforcement actions thus far. He showed the Council an example of a Police boat, and informed the Council of the cost, stating that the boat will be bought out of police impact fees. He explained that the cost of the boat is \$56,900, but with outfitting comes to \$78,500 which would include lights, striping. He pointed out that this is a reduction from the originally posted cost in the agenda. He also informed the Council that a vehicle will be needed to tow the boat from location to location. This will also be paid out of police impact fees.

Mayor Murry opened the floor for comments from the public.

Charlene Harrison Forth, 939 E. DeSoto Street – Opposed to the purchase of the boat and truck. Feels that Lake County is doing the job adequately enough.

Darren Johnson – Said that this is a needed purchase. Supports the project.

Vincent Niemiec, 4569 Barrister Drive, Regency Hills – Supports the project.

Seeing no further speakers, the floor was closed.

Council Member Bates supported the purchase.

Council Member Pines stated the boat is very well priced.

Council Member Entsuh wonders if one (1) boat is enough, and is in full support.

Council Member Purvis stated that he is opposed to the purchase. He agrees that there is a serious issue on the lakes, however, it is not the City's responsibility to patrol this lake. The lake belongs to the state and the Sheriff is responsible for protecting it. The \$133,000 purchase also requires the addition of staff because if no one volunteers for a shift, the boat does not move. The County needs to step up and do their job.

Mayor Murry agreed with Mr. Purvis, but stated that the County is not able to do the job. He is also concerned about the growing cost and believes this project will grow to be a \$1,000,000 project. He believes that it is the City's responsibility to protect the life of its citizens and visitors.

Council Member Pines reminded the Council that the County is not able to take care of the job, and agrees with the Mayor that the City has a responsibility to its citizens and visitors. She also pointed out the City owns a majority of the lakefront property.

MOTION TO APPROVE the boat purchase in the amount of \$78,500 made by Council Member Pines. Seconded by Council Member Bates. Passed 4-1 with Council Member Purvis dissenting.

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MOTION TO APPROVE the truck purchase as presented made by Council Member Bates. Seconded by Council Member Entsuah. Passed 4-1 with Council Member Purvis dissenting.

Item No. 7 – Resolution No. 2021-039R – FY2021 Budget Amendment – Code Enforcement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT,
LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET AMENDMENTS
FOR THE CITY OF CLERMONT FOR FISCAL YEAR 2020-2021

City Clerk Howe read the resolution title aloud. Development Services Director Curt Henschel made the staff presentation.

Resolution No. 2021-039R is proposed to amend the Fiscal Year 2021 Budget. This resolution formally amends the annual budget for the reinstatement of a Code Enforcement Officer position that was originally frozen in 2020. This Code Enforcement Officer will provide services for the waterfront and boat ramp area on weekends and holidays (Saturday and Sunday), and provide supplemental support to the existing officers three (3) days during the week. This additional support will include: picking up snipe signs, addressing property maintenance issues, and responding to citizen complaints.

One of the allowable uses of The American Rescue Plan Act (ARPA) funds is for the restoration of staffing to pre-pandemic levels. These ARPA funds are anticipated to be received later this calendar year and will be used for staffing this position, the General Fund will upfront these costs and will be reimbursed upon receipt of the ARPA funds.

Mayor Murry opened the floor for comments from the public.

Charlene Harrison Forth, 939 E. Desoto Street – Supports the addition of a code enforcement officer. She showed numerous pictures to the Council of alleged code violations.

Seeing no further comments the floor was closed.

Council Member Purvis stated that code enforcement, though limited in staff, is far too reactive and needs to be more proactive. He felt that this is the direction the officers have been provided by City management.

Mayor Murry agreed that there are code violations all over the City. He would like to see the return of the Code Enforcement Board, and asked that it be a future workshop item.

Council Member Purvis asked how the \$15,000 was arrived. Finance Director Pam Brosonski explained that the amount is only for July 1 through September 30 of the current fiscal year. A full position would be budgeted at \$60,000.

MOTION TO APPROVE the budget amendment in Resolution 2021-039R made by Council Member Bates. Second by Council Member Purvis. Passed unanimously with all members present voicing aye.

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NEW BUSINESS

Item No. 8 – Resolution No. 2021- 030R – *Costco Wholesale CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT,
LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO
ALLOW FOR A TIRE STORE WITH FIVE SERVICE BAYS WITHIN COSTCO
AS PART OF THE MIXED-USE PLANNED UNIT DEVELOPMENT OF
PLAZA COLLINA WITHIN THE URBAN ESTATE ZONING

City Clerk Howe read the resolution title aloud. Planning Manager John Kruse made the staff presentation.

The applicant is requesting a Conditional Use Permit to allow an internal tire store as a service to its club members in the proposed Costco building within the Plaza Collina development. The five (5) service bays for this use are located on the eastern side of the proposed building.

The tire service is an ancillary use to the primary use of retail sales of the club and the Land Development Code requires a Conditional Use Permit for any automotive services in the C2 zoning district. The location of the service bays within the building are almost centered on the 20 acre parcel and do not face toward any public right-of-way. The nearest single-family residence is over 1,000 feet away. The two existing automotive dealerships to the west within Plaza Collina also provide this type of automotive service.

Plaza Collina was approved by Lake County on January 24, 2006 under the Development of Regional Impact (DRI) process. The development was approved for 1.2 million square feet of commercial use. Included in this commercial use was the ability to have one commercial building not to exceed 187,000 square feet of floor area. Costco Wholesale will be the commercial user of this entitlement, which is approximately 152,000 square feet. The City of Clermont annexed the property in 2015 and the existing entitlements transferred over into Resolution No. 2015-08.

When evaluating a request for a Conditional Use Permit, the Land Development Code requires that specific development standards are met. Staff has reviewed the application as submitted in accordance with the development standards criteria and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community, and so staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2021-030R. The Planning and Zoning Commission voted 6-0 to recommend approval.

Mayor Murry asked if the applicant was present.

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Brad Wester, Jacksonville Florida – *Applicant Representative*. Mr. Wester said he was available to answer questions. He also indicated that the project engineer is in attendance for questions as well.

Mayor Murry opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Council Member Entsuh asked for clarification on the annexation process. Planner Kruse explained that all conditions were assumed except for two (2) car lots. Costco does not need to come before the Council as it meets the criteria of the PUD.

Council Member Purvis disclosed that he received an email from the applicant.

MOTION TO APPROVE the conditional use permit in Resolution No. 2021-030R made by Council Member Bates. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 9 – Variance Request – 2689 Clearview Street

Development Services Director Curt Henschel made the staff presentation.

The applicant is requesting a variance to allow a rear yard setback of 17 feet instead of the 25 feet as required by the development standards for the approved Planned Unit Development (PUD). The requested variance would allow construction of a 10' x 17' screen porch enclosure with a solid roof over an existing concrete slab. Under the current code, any structures with a solid roof are required to meet the setbacks for the primary structure.

The existing single-family primary residence is currently located 27 feet from the rear property line, and the proposed screen porch addition will be 17 feet from the rear property line. This would provide a 10 -foot encroachment into the rear yard setback. The proposed 10' x 17' screen room enclosure will be constructed over the existing patio slab; therefore providing no increase of the impervious surface area for the property. The applicant has presented supporting documents with the application that includes approval from the Homeowners Association Review Board and letters of no objections from adjacent property owners that may be impacted by the proposed development. The applicant has indicated the construction of the screen porch with the solid roof will allow the family an opportunity to enjoy the outdoors, while providing shelter protection from the impacts of the weather elements.

The variance request is the minimum permitted to allow reasonable use of the property. The screen porch addition will not be detrimental to the health, safety and general welfare of the surrounding neighborhoods.

The Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed this application as submitted and finds the application does meet a positive finding for the provisions of the five review criteria. Therefore, staff recommends approval of the requested variance.

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Mayor Murry asked if the applicant was present.

Steven Taylor, 2689 Clearview Street – *Applicant*. This will greatly benefit his family who has medical concerns relating to the sun.

Mayor Murry opened the floor for comments from the public. Seeing no public come forth, the floor was closed.

MOTION TO APPROVE the variance for 2689 Clearview Street made by Council Member Bates. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye

Item No. 10 – Variance Request – *Teamont Boba*

Development Services Director Curt Henschel made the staff presentation.

The applicant is requesting two (2) variances to the Land Development Code on a 1,875 square foot vacant lot located east of 7th Street between Montrose Street and Minneola Avenue. The following (2) two variances are being requested: (1) to allow for offsite public parking to meet the requirements for the minimum number of parking spaces and (2) to allow for the elimination of the dumpster for solid waste collection. The applicant is proposing to construct a 1,320 square foot single story building to operate a restaurant with a patron bar area with 35 seats.

The Land Development Code, Section 98-14, requires 0.5 spaces per every four seats, which would require a minimum of five (5) onsite parking spaces. The applicant is requesting the variance to allow for public parking as compliance to the requirements of the code. City staff encourages new development in the Central Business District, but with the existing limited amount of public parking for all businesses located in Downtown Clermont, staff cannot support a new business that cannot provide any onsite parking for their patrons, especially an ADA accessible space. This lot, which measures 25 feet wide by 75 deep, was split from a parent parcel with lot dimensions of 75 feet wide by 75 feet deep. Therefore, the existing property hardship was created with the requested lot split.

This small lot cannot reasonably accommodate the requirements for becoming a buildable lot. The definition for a buildable lot means a lot or parcel of land that can comply with the land development regulations for the zoning district, which includes the principle structure or building, access points, parking, open space, setbacks and any other development standards that allows the property to become a stand-alone piece of land. This is evident in the fact that the applicant is requesting a variance for the elimination of a dumpster and onsite parking to serve the development.

The Land Development Code requires a positive finding on the five review criteria for granting a variance. Staff has reviewed the application and supporting documents and finds the applicant does not meet positive findings for the provisions of the review criteria. Therefore, staff recommends denial of the requested variances to the Clermont Land Development Code.

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Mayor Murry asked if the applicant was present.

Patrick Bianchi, VP Development – *Applicant*. Mr. Bianchi provided a history of the business proposed for the site and gave a slight overview of the site location. He asked for Council support. He displayed a site plan that showed where the solid waste collection cans would be.

Mayor Murry opened the floor for comments from the public.

Keith Mullins, 640 Drew Ave – Concerned about the tree to the west of his property. He emphasized that he supports the project, but thinks the building needs some tweaking.

Vincent Niemiec, Barrister Drive, Regency Hills – Encouraged the Council to work with new businesses. Supported the project.

Charlene Forth, 939 W. DeSoto Street – Supports the project.

Lavonte Rogers, 836 W. Osceola Street – Supports the project.

Seeing no further comments, the floor was closed.

Council Member Purvis stated that he is in full support of the project and this is a great example of infill.

Council Member Bates stated that he is in support of the project. However, he wants to know where people will park. Mr. Bianchi said that he does not know where they will park.

Council Member Bates asked about a dumpster. Mr. Bianchi stated that the fire code mandates that a dumpster is 10 feet from a building which will not work for the site. He added that the site occupant will most likely need more recycling bins then solid waste bins.

Council Member Entsuh asked about the feelings from adjacent property owners. Mr. Bianchi stated that they have received no opposition and they are committed to mitigating any storm water issues that may arise.

Mayor Murry has concerns about parking and the inconsistency with the rules. He has a tough time approving a project with no designated parking. He accused Mr. Bianchi of creating the issue as he bought one (1) parcel and divided it into three (3). Mr. Bianchi stated he has no issue creating an agreement with himself, but feels that it does not address the real issue.

Mayor Murry asked about the retention pond and who is the owner. Mr. Bianchi said that they are not the owner, but they are also not using the pond for runoff.

Council Member Pines said that the City has a code and the code the Council has to work under. There is a lot of building on a little lot. She expressed concerns about the trash can vs dumpster issue. She stated that overall she likes the project, but is having trouble approving it.

Council Member Purvis summarized the discussion thus far and encouraged the Council to approve this and move on to the next agenda item.

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As an incentive for approval, Mr. Bianchi said that he would be willing to lease this lot to the City at 8th and Minneola conditioned on approval of the variance. The lease would be for six (6) months lease, but would have a 60 day termination clause.

City Attorney Mantzaris clarified for the Council that some negotiations had occurred unrelated to this project and the spacing would be at less than \$400/space. He also emphasized to the Council that the term of lease could be for six (6) months, but with a 60 termination, it could be a two (2) month lease.

MOTION TO APPROVE the application for variance with the addendum that it be integrated with a lease for city parking at the applicants 8th and Minneola location terms to be 180 day lease with a 60 day termination made by Council Member Purvis. Seconded by Council Member Bates. Passed 4-1 with Mayor Murry opposing.

CLOSED SESSION

Mayor Murry read the following statement:

At this time, the City Council meeting will be in recess for the Council to conduct a private pending litigation session as required by the City Attorney and as authorized by Section 286.011, Florida Statutes.

The session is for the purpose of discussing settlement and expense strategy for pending litigation involving the City, The Art District, LLC and VP Development, LLC.

The City Council, Interim City Manager Susan Dauderis, City Attorney Dan Mantzaris and the City's litigation legal counsel Thomas Neal will attend the session.

A court reporter will be present at the session and a transcript will be available after the conclusion of the litigation.

The meeting will last approximately 60 minutes and the Council Meeting will resume thereafter.

Private pending litigation session with the Interim City Manager and the City Attorney and the City's assigned defense counsel to discuss settlement and legal expense issues related to a pending litigation matter involving Art District, LLC, VP Development, LLC and the City of Clermont. This meeting is authorized and not open to the public in accordance with 286.011, F.S.

Closed Session began at: 9:57 pm

Meeting resumed at: 10:42 pm

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Item No. 11 – Roadway Naming

Planning and Development Services Director Henschel made the staff presentation. He explained that Lake County staff is seeking input on naming the new section of County Road 455 south of Highway 50. The current name of this section of roadway is Hartle Road. The name of Hartle Road will remain as a spur off of County Road 455. Three names have been vetted through the emergency /addressing system from Lake County and are available for use.

- 1) Innovative Parkway
- 2) Progressive Parkway
- 3) Champions Choice Parkway

City staff will forward the chosen name to Lake county staff who will then present the name to the Lake County Board of County Commissioners for approval.

Mayor Murry opened floor for comments from the public. Seeing none, the floor was closed.

MOTION TO APPROVE a recommendation of Champions Choice Parkway and Ray Goodgame Parkway with preference given to Ray Goodgame Parkway made by Council Member Bates. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 12 – Parking Garage Update

Assistant Director of Public Services Maiworm made the staff presentation. He provided a brief history of the project and went through each of the results for the selections the Council had previously made.

- Minneola Avenue & 7th Street
 - Total Cost \$8.267 Mil
 - Construction – 6.3 mil
 - Design – 945,000
 - Land Acquisition – 1.022m
- City Hall Parking Lot
 - Total Cost: \$10 Mil
 - Construction - \$10 Mil
 - Design - \$1.5 Mil
 - Land Acquisition - \$0
- Osceola Avenue & 7th Street Site
 - Total Cost: \$13.685 Mil
 - Construction - \$9.9 Mil
 - Cost Design - \$1.485 Mil
 - Land Acquisition - \$2.3 Mil

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Mayor Murry opened the floor for comments from the public.

Keith Mullins – Does not want to see the trees cut down in City Hall parking lot.

Darren Johnson – Any location is better than no location, but he is opposed to the City Hall lot. Encouraged the Council to look at where the development is happening which is on the west side of town.

Patrick Bianchi – Agrees with the Darren Johnson about choosing a site where development is happening. Does not feel that City Hall is a good primary site for a parking garage.

Charlene Forth, 939 Desoto Street – Does not believe that it should be a public private partnership.

Seeing no further comments, the Mayor closed the floor.

Council Member Bates asked if the properties that were studied are available for purchase. Mr. Maiworm said that he is unaware.

Council Member Pines strongly indicated that City Hall is the only appropriate location.

Council Member Entsuaht talked about adding diagonal parking and one way streets.

Council Member Purvis would like to permanently close Montrose Street.

The Council gave a consensus that staff should bring back additional City Hall information including concept plans.

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ADJOURN: With no further comments, this meeting adjourned at 11:26 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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CALL TO ORDER

The City Council met in a retreat format on Wednesday, June 30, 2021 in the Clermont City Center.

Mayor Murry called the retreat to order at 9:08 AM with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

Other City officials present were Interim City Manager Dauderis, City Attorney Mantzaris, and Deputy City Clerk Lueth.

OPENING COMMENTS

Mayor Murry provided opening comments stating that there will be no votes and that the retreat will be open to the public as determined by the Council. The Council provided consensus that the public should be allowed to participate.

Interim City Manager Dauderis shared the staff's goals for the meeting which are to set a new priorities list for a new strategic plan. She introduced Michelle Bono as the facilitator for the retreat who came highly recommended by the Florida League of Cities (FLC).

Ms. Bono provided opening statements reminding the Council that this is not a staff retreat, this is a Council retreat. She reviewed the format of the meeting for the day and the agenda.

AGENDA ITEMS

1. Past/Current Priorities and Progress

Interim City Manager Dauderis introduced Assistant Public Services Director Jim Maiworm for the presentation. Assistant Director Maiworm presented a PowerPoint presentation and spoke to the following topics:

- Rebranding
- Acquisition of the Arts and Recreation Center
- Splash pad
- Downtown-Waterfront Master Plan
- New Police Station
- Victory Pointe
- Defined entry features to the City and Downtown
- Kehlor Recreation Center Recreation
- Boat Ramp
- Downtown Street Scape
- New Public Services Facility
- Reviewed awards and recognitions

Interim City Manager Dauderis explained to the Council that these are the major projects that have been done from the previously adopted vision and strategic plan.

Council Member Entsuah asked about the funding for the Public Services building due to the Governor's veto of state funds. Interim City Manager Dauderis informed the Council that the Public Services Director will present on that topic later on.

Interim City Manager Dauderis proceeded to go through the department priorities list previously provided to the Council.

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City Manager

- Leadership and direction to implement City Council strategic goals.
- Develop new youth council and restart citizen's academy.
- Communications – Website, Social Media, Citywide Text Alerts.

Fire Department

Fire Chief Ezell told the Council that it is a misnomer to call them a “fire department” as they do so much more than just put out fires. Fire personnel work in hazmat, emergency response, pandemic response, building services and many other areas.

Chief Ezell presented a PowerPoint presentation the goals of the fire department:

- Goal: Increase response time to calls for service to within six (6) minutes 90 percent or more of the time.
 - Currently, Clermont Fire is able to do it 85-90 percent of the time.
- Goal: Reconstruction of Fire Station #2
 - This is a challenging project with many moving pieces. The most significant being that it is a postage stamp lot for a fire station.
 - Construction is planned for Calendar Year 2022.
- Goal: Purchase of fire engine in FY 2022.
 - The new engine will replace an engine that was surplus through Procurement Services in 2020.
 - The Fire Department is currently down an engine in their reserve fleet.
- Goal: Purchase of a new Ladder Truck for FY 2025.
 - The Fire Department is building a fleet replacement program so that the replacement of vehicles becomes more operational and less like large capital purchases.
 - The Fire Department is going to provide an annual document that will assist with the forecasting for replacement vehicles. The projection should be that they are replacing a vehicle every other year.
 - The Fire Reserve Fleet should be half the size of active fleet.
- Goal: Implement Advanced Life Support transport service.
 - This is an ambulance response service. When staff has measured the City response time versus the County's response times, staff is seeing that the County is not meeting active response times. They are delayed up to 15 minutes.
 - After speaking with the County EMS director, it was stated that the long-term plan is to rely more on municipalities.
 - Worst case scenario in the short-term is that the City takes over the County ambulances (2) at a cost of 2.2 million.
- Goal: Construct Fire Station #5 in the southern part of the City.
- Goal: Establish a Public Safety Training facility in the South Lake area.
 - When City staff are training in Taveres it is a 45 minute turnaround to get City crews back into the area.
 - Clarified for the Council that it is not the facility in Taveres, it is the time. The facility is fantastic.
- Goal: Fire Station #1 generator needs replacement.
 - The current generator is too small, so they are looking at a replacement generator that can run the entire station.

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After Fire Chief Ezell concluded his presentation, City Attorney Mantzaris stated that the ISBA with the County is a significant fire component that needs to be renegotiated. The County is looking to utilize the agreement more which allows them to call City fire anywhere within the ISBA. Chief Ezell said that he has found two issues with the agreement. The first is the cost sharing, the second is that the County dispatch is not following it. In regards to the cost sharing, he stated that it is a mess for staff to go through and fix. In regards to the dispatch, he indicated that the County is sending which ever crew is closer and so Clermont crews sometimes have to go as far out as Leesburg. Chief Ezell feels that there is a time issue and there should be boundary restrictions.

City Attorney Mantzaris stated that staff is looking for direction from the Council as to whether there should be a renegotiation of this agreement.

Council Member Bates asked how much reciprocation the City is getting from the agreement. Chief Ezell responded that they are getting some, but not a lot. The difficulty is that the County does not staff their trucks the same way the City does and if a half empty truck arrives to a scene that is not useful for the City.

Council Member Purvis asked about the generator at Fire Station #1. Chief Ezell confirmed that in emergency situations staff does respond out of that station, and when the current generator is working there is only minimal power. He would like to see a generator that powers the whole facility. Council Member Purvis agreed and wants the emergency command center fully powered.

Council Member Purvis asked Chief Ezell to bring back to Council at one of the upcoming meetings a more strongly put together proposal. He asked staff that this be included as an agenda item.

Council Member Bates asked about the power situations at the other fire stations. Chief Ezell responded that there is an issue at Fire Station #3 in that the generator is ok, but the casing is rusted out.

Council Member Purvis stated that he would like to see the City acquire Fire Station #4 from the County. Chief Ezell said that the facility acquisition has been part of ongoing conversations.

Council Member Pines stated that the City needs to support its police and fire and going to extreme areas of Lake County is not okay. She suggested that the Council consider the need to raise taxes to take care of more people.

Mayor Murry said he agrees with Council Member Purvis about the generator. He also asked about purchasing an ambulance. Chief Ezell explained that County EMS is supportive of Clermont having an ambulance service knowing their response rates are falling. He further explained that County EMS is on active duty 80 percent of time, this does not include eating or writing reports; they are at their maximum.

Mayor Murry asked about Fire Station #2 being named after Ray Goodgame. Council Member Purvis said he supports the idea. Mayor Murry said that he would support moving forward with this as well.

Police Department

Clermont Police Captain Graczyk provided the staff presentation via PowerPoint.

- Goal: Review the needs for marine unit.
- Goal: Purchase a mobile command center.
 - Deploy an asset to an active scene that requires the experience and resources those operations need. It would allow for secure hostage negotiations.
 - Funding would come through military surplus.
- Goal: South Lake Public Safety Training Facility
- Goal: Establish wellness way public safety building.

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- Goal: Renew Body/Dash camera program in 2025.

Public Services

Public Services Director Stoney Brunson provided the staff presentation via PowerPoint.

- Goal: Construct new Public services facility.
 - Current contractor will not do the project due to cost increases in construction.

Council Member Bates asked about the price adjustments. Director Brunson said that the cost is approximately \$1,000,000 higher than original bid.

Council Member Entsuaah asked about using another contractor. City Attorney Mantzaris responded that the contractor and the City are trying to negotiate an out of the contract that is beneficial to both parties so that the City can go with another contractor or rebid the project.

Council Member Purvis asked if there was a way to cut the costs of the project. Director Brunson said they had the project set up in phases so they could cut if needed, but the project budget still does not work.

- Goal: Complete wastewater plant expansion.
- Goal: Construct two lower Floridan wells.
- Goal: Continue downtown water plan.
- Goal: Update utility master plan.

Parks and Recreation

Parks & Recreation Director Scott Davidoff provided the staff presentation via PowerPoint.

- Goal: Upgrade Arts and Recreation Center.
 - The Parks and Recreation Department has outgrown the current facility, and he highlighted different projects.
- Goal: Complete Victory Pointe.
 - There are a number of projects left incomplete. Space needs to be re-examined. It is not large enough to host large events.
- Goal: Meet us in the Middle.
 - Clermont is the middle of the Coast to Coast trail. This is a branding initiative.
- Goal: Improve fields.
 - The issue is not maintenance, but overuse. The base work needs to be redone.
- Goal: Install sound systems.

Following the director presentations, Interim City Manager Dauderis went through the goals via PowerPoint of the following departments: Building Services, City Clerk, Finance, Human Resources, Planning & Development, Information Technology, and Procurement Services.

Mayor Murry opened the floor for comments from the public.

Dani Page, Tusculum Ridge – Asked staff to expand on the Diversity and Inclusion program. Interim City Manager Dauderis said that the City maintains its Equal Employment Opportunity (EEO) standing and does an EEO survey every two years. This program is an internal effort based on togetherness. City Attorney Mantzaris said that having a program or policy in place like this one is a protection for the City. Interim City Manager Dauderis explained that the City is not an affirmative action or quota employer. The City hires based on merit and experience.

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2. Budget Background and Outlook

Finance Director Pam Brosonski presented a staff presentation on the City's budget via PowerPoint. She reviewed the following topics with the Council.

- Reviewed budget process and timeline.
- Reviewed revenues and expenses by fund and department.
- Provided highlights of the Fiscal Year 22 budget.
- Reviewed American Rescue Plan (ARP) Funding as it relates to FY 2022 budget and the prohibited uses.

Director Brosonski also highlighted that the expenses in debt service encompassed the master plan, recreation, police department, radios and infrastructure for public services.

Council Member Purvis requested that Director Brosonski create a slide for future budget presentations what each city debt is and when the loan will be paid off.

Director Brosonski also provided an overview of restricted funds versus the General Fund. She gave the example that the Water Fund can only be used for water fund purchases whereas the General Fund can be used for anything. When asked what fund would be used to replace fire trucks, Director Brosonski said fire trucks could be purchased with Infrastructure, General, or Fire Impact Fee Funds.

Interim City Manager Dauderis asked what happens when an unexpected fund need comes up. Director Brosonski replied that the finance team reviews unspent funds or they will push off department's projects.

Council Member Purvis asked about the unfreezing of 14 city positions that were mentioned as part of Director Brosonski's slide on the American Rescue Plan. He questioned whether these positions need to be restored. Interim City Manager Dauderis said that each position would be evaluated for its need prior to recruitment.

Mayor Murry asked if the police department would be getting additional positions. Interim City Manager Dauderis stated that the police department would be gaining six (6) new positions.

Council Member Bates asked about the City's reserves and why are they only at 22 percent. Director Brosonski explained that Fiscal Year 2022 will restore the balance to 25 percent.

Council Member Purvis asked to be reassured that the 25 percent is actually a good number. Director Brosonski said that 25 percent is the professional recommended number to fund 90 days of operations.

3. Strategies for Effective City Councils

Michelle Bono led the Council in a team building discussion and exercises. The topics considered were:

- What Google Teaches About Teamwork
- What Makes a Perfect Team?
- Behaviors of Good Teams: Turn Taking and Social Sensitivity
- Habits of Highly Successful Councils
- The Value of Thinking Again
- Thinking Like A Scientist
- Two Types of Conflict: Relationship vs Task

Retreat was recessed at 12:05 pm

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Retreat returned at 12:21 PM

4. Lincoln Park South Lake Alliance Presentation

Sharon Keys, President of the South Lake Alliance, made a citizens presentation to the Council via PowerPoint regarding the acquisition of Lincoln Park Middle School which they would like to see turned into a community facility called “Champions Corner”. She covered the following topics:

- Who We Are
- Why the Facility is Needed
- Potential Reach of the Facility
- Phases of Development and Activation
- Operations and Costs
- Opportunity Cost
- Requests of the City Council
 - Full Workshop in August
 - City staff to assist with collecting local data needed to complete the study or perform an economic impact study.
 - Take ownership of the Champions Corner concept with proof of sustainable programming.
 - Take ownership of the MOU to negotiate better terms on the facility lease with Lake County Schools.
 - Partner with the South Lake Alliance on funding for the renovations costs (through public funding or public sector grants).
 - Consider allocating ARP funds towards the renovation costs.
 - Assist with facility maintenance and operational repairs in the future.

Mayor Murry opened the floor for comments from the public.

William Montgomery, Clermont – Supports the concept. Wants the City to take the project over entirely.

Steve Smith – Supports the concept.

Raymond Thomas – Supports the concept. This will help alleviate poverty.

Shannon Gueirrea, Find Feed Restore – Supports the concept. Wants the City to take the lead on the project.

J. Brian Miles – Supports the concept. Suggested the City join as a partner.

Seeing no further comments, Mayor Murry closed the floor.

Council Member Bates stated he is supportive of the project, but he is not in favor of the City taking it over. He stated he is still confused about what the ask of the City is. Ms. Keys responded said they are in need of the City to assist with the acquisition and upfront costs of the project. She explained that the total cost of renovations is \$3,600,000. There is also ongoing monthly costs of \$26,000 for just lights, utilities, and maintenance and overhead. This cost does not include personnel.

Council Member Entsuh stated that he is in support of the concept, and if properly planned and managed the City can take this over.

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Council Member Pines supports the concept, but her biggest concerns are the costs. She strongly feels that another workshop needs to be scheduled.

Mayor Murry disclosed that he used to be on the committee and was a founding member of the South Lake Alliance, but he has since resigned. He is in full support of the project. He believes that the City needs to take the lead of purchasing and running this facility.

The Council decided that August 17 would be designated as the South Lake Alliance workshop.

The Council informed the South Lake Alliance that the workshop needs to address the following items:

- Timeline of payments and requirements by Lake County and the School Board.
- Timeline of involvement from inception to date.
- Analysis of the memorandum of understanding.
- Two (2) separate business models; one with City involvement, one without.
- Full cost analysis of maintenance and operations on a monthly basis.

The Council wants as much information as possible for the workshop.

Ms. Keys asked if data can be shared by staff to prepare studies. City Attorney Mantzaris said that all city data is public record and is free to share.

Retreat was recessed at 1:02 PM

Retreat returned at 1:13 PM

5. Priorities Discussion and Selection

Facilitator Michelle Bono led the Council in a discussion on setting and selecting priorities based on conversations she had with each of them prior to the retreat.

Mayor Murry

- Create opportunity to retain youth.
 - o A lot of development and growth, but we have done very little for the needs of our youth.
 - o Job opportunities, economic development.
- Community Center
 - o South Lake Alliance Community Center. It gives underprivileged kids opportunities.
- Build More Affordable Housing
 - o Big problem. Businesses need employees, but employees can not live here. It is too expensive. Losing workforce to surrounding cities. Wants a workshop on workforce housing.
- Create jobs walkable from housing and building better neighborhoods.
 - o Traffic is a problem.
 - o Commercial properties are not placed inside residential communities.

Council Member Bates

- City Manager Recruitment
 - o Need leadership at the top. The Interim City Manager is doing great job, but there is a heavy burden on staff.

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- Needs to focus on the core of what a city is supposed to do and do it well.
- Traffic
- Wellness Way development
 - How are we going to develop this area to make this the best area possible and better than what we have here?

Council Member Purvis

- Resolve the parking situation downtown
 - This has already started

Council Member Entsuh

- Vocational Training
 - More needed
- Parking and Traffic Issues
- City Manager Recruitment
- Better Ways to Improve the Quality of Life

Council Member Pines

- Multifamily/Workforce Housing
 - Workshop requested for ordinance review.
 - Rental prices in the community
 - Hooks Street and Wellness Way
- Waterfront Park Area
 - Other people non-residents using municipal facilities.
 - Free Admission to parks for residents only. Resident pass.
- History of Clermont
 - Support historical society.
 - We need to remember where we came from to understand where we are going.

Ms. Bono asked if there were any questions on the stated priorities of the Council. Council Member Purvis made a comment that the City is not in the social services business and feels that the visions of the Council are getting a little bit out of the wheelhouse of what a municipal government is supposed to do. He feels that the Council needs to focus on administering the City and not redoing the social fabric of the community.

Mayor Murry stated that while he understands Council Member Purvis's point with growth, people come, and the Council needs to plan for that by expanding services.

Council Member Pines stated that she agrees with Council Member Purvis in many respects, but the Council before them passed ordinances and this Council has to make sure their directive is done correctly.

Council Member Entsuh disagreed with Council Member Purvis and said the City needs to take the lead in rewarding people and businesses who are doing new types of construction and utilizing new technologies.

Council Member Purvis stated that he is not opposed to expanding some services, but when there is discussion on getting into education, he would rather see the City focus on transportation to existing sites that provide the educational services.

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Ms. Bono asked the Council if there were any other priorities they could think of. The Council unanimously agreed that the following should be added to the list:

- Properly Funding All Departments.

Council Member Pines said that the Council needs to address raising taxes and millage rates. Council Member Bates stated his opposition to raising taxes. Council Member Purvis expressed support for a justified tax increase. Mayor Murry stated that he is open to increasing taxes as it is a product of growth. Council Member Entsuah stated he would not be taking a position at this time.

- Transportation

The Council discussed how they would like to create a public transportation system possibly separate from the service that currently serves Clermont and south Lake County.

- Traffic
- Community Center (Champions Corner)

Mayor Murry sees this as an educational center, arts center, and athletic center. He wants the police more involved and wants the Boys & Girls Club moved to the Community Center from the Arts & Recreation Center (ARC). Council Member Purvis reminded the Council that it was Mayor Murry who pushed for the Boys & Girls Club to be at the ARC years ago. Mayor Murry said at the time he just wanted a location at for the club. The studies at the time showed that the school would have been the best location, but the school did not want it there. Council Member Bates questioned if the demographics from the studies had changed over the years. Mayor Murry said he believes they have not despite being 10-12 years old.

- Trash and Parking
- 8th Street Pier/Docks for Boats so they can come downtown
- Quality of Life Downtown

Mayor Murry opened the floor for comments from the public.

Dani Page, Clermont – concerned that an increase in services could lead to increased pressure on infrastructure and an eventual increase in taxes.

Seeing no further comments, the floor was closed.

Council Member Purvis asked if there was any law or process available regarding a municipality limiting growth. City Attorney Mantzaris said that annexation is purely legislative and is really the only tool available to limit growth.

The Council had a discussion with the City Attorney about tools for development. Council Member Purvis said that the City needs to consider limiting development, especially for residential until the City can catch up with services such as Fire and Law Enforcement.

City Attorney Mantzaris cautioned the Council about the risks involved with limiting development of already annexed land. Council Member Purvis asked the City Attorney to see if there is a way to restrict or slow development like the Council is able to do with school concurrency. City Attorney Mantzaris informed the Council that the state legislature has gutted municipalities' abilities over the years to control developments.

City of Clermont
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Council Member Bates recommended that the City host a community forum like was done ten (10) years ago to get public input on how to move the City forward. Council Member Entsuah is supportive of the plan, but would like to have it after a new city manager is in place. The rest of the Council agreed.

Retreat was recessed at 2:40 pm

Retreat resumed at 3:00 pm

Upon resuming, Council Member Pines asked that the expansion of the Clermont cemetery land be added to the list as they had received an email about its upcoming sell out. Ms. Bono reviewed the identified priorities of the Council.

- Traffic issues
 - o Hartwood Marsh Road
 - o Hancock Road
 - o Hartle and Hooks Road
- Increase Public Transportation
- Increase and Diversify by location Workforce Housing
- Maintain or Build Adequate Funding for City Services
- Implement Solutions for Downtown Clermont
- Explore New Community Center
- Explore Use of Waterfront Park
- Envision Proactive Strategies to Guide Development
- Enhance 8th Street Pier for Community Benefit
- Maintain History of Clermont
- Expansion of Clermont Cemetery

Ms. Bono then had each council member come up to identify their top five priorities. Council Member Purvis asked for an opportunity for staff to tell the Council what their priorities are. Interim City Manager Dauderis responded that she is not able to accommodate that request as staff's responsibility is to carry out the priorities of the Council.

After the members had considered the issues, the following priorities were ranked.

1. Maintain or Build adequate funding for City Services
2. Find Solutions to Traffic Issues
3. Find ways to retain and honor Clermont history
4. Waterfront Park
5. Affordable Housing

Interim City Manager Dauderis asked for clarification on defining each of the priorities. Council Member Pines said she does not need to workshop some of these items as staff is already working on them. Council Member Bates agreed that there should not be a workshop on each priority reminding the Council that the purpose of the all-day retreat was to avoid workshops.

Mayor Murry said he wants to see a workshop on traffic and transportation. He would like to see proposals for all electric fleet vehicles and a Clermont public transportation system.

City of Clermont
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Ms. Bono suggested that maybe instead of having dedicate workshops, the Council could have a standing item on their meeting agendas for the City Manager to provide updates on the priority list. The Council agreed to this idea.

With regards to history as priority, Council Member Purvis and Council Member Pines asked that staff work to increase the partnership with the Clermont Historical Society.

With regards to Waterfront Park and the 8th street pier, they should be combined and it might require a workshop. Council Member Bates felt that it did not require a workshop as it just requires a plan and a budget. The rest of the Council stated they would like a workshop on the subject.

Closing Comments

Council Member Purvis said that he believes the meeting went well and served the Council well.

Council Member Pines thanked City Staff for all the work they do on a daily basis.

Council Member Bates asked what the Council can do to move meetings along in a more timely fashion. Mayor Murry replied that as mayor he is not going limit public comment and if he has to sit there until 11:00pm or midnight that is what he is going to do. If that is what the people want, that is what he is going to do.

Council Members Purvis and Bates asked if there is anything the Council can do with presentations by applicants. City Attorney Mantzaris said that if an applicant is denied and were given an arbitrary time to present their case, then it is more difficult in Court as to the arguments because it becomes about the time and not about the substance.

He did say that there are things the Council can do to help move the meeting along. He has observed that a lot of irrelevant information is brought up and discussed. He believes that part of the reason is that there are three new Council Members who are still learning the process.

Council Member Pines said that there is too much sales pitch by applicants and that they just need to provide facts to the Council. City Attorney Mantzaris clarified that there is a party to a proceeding and public member. He said there are some measures the City Council could take to their rules of procedure that would address quasi-judicial proceedings. Council Member Purvis asked staff to come back with a revised rules of conduct. The Council gave its consensus.

Council Member Entsuaah stated that he would like a full recodification code. Deputy City Clerk said he believed the City Clerk had put it in her budget proposal. Interim City Manager Dauderis clarified that it is not in the budget, but is a discussion item for the Council during their budget hearings. Council Member Entsuaah stated he wants it in the budget and Council Member Purvis agreed that it needs to be done. The consensus of the Council was to wait until a new city manager is in place and then do it in the next budget cycle.

The Council discussed term limits and would like to explore going to three (3) year terms. Mayor Murry, Council Member Purvis, and Council Member Entsuaah supported the proposal and asked for a future discussion. Council Member Bates was against.

Mayor Murry thanked staff and Ms. Bono on behalf of the City Council.

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ADJOURN: With no further comments, this meeting adjourned at 3:57 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the Bella Terra plat		
Staff Report		
Bella Terra is seeking plat approval for a 59 lot single family subdivision off of Johns Lake Road, between Citrus Tower and Hancock Road. The plat has received a satisfactory review from the City's Engineer and Surveyor to move forward for approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. BELLA TERRA 6-10-21 FINAL PLAT	BELLA TERRA 6-10-21 FINAL PLAT.pdf	

BELLA TERRA

SHEET 1 OF 3

PLAT BOOK ____ PAGE ____

A REPLAT OF TRACTS 59 AND 60 AND A PORTION OF TRACT 53 OF THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND COMPRISING TRACTS 59 AND 60 AND A PORTION OF TRACT 53 OF THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF AFORESAID SECTION 33; THENCE RUN NORTH 89°25'09" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°10'09" WEST FOR A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT 60 AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED RIGHT-OF-WAY ACCORDING TO PLAT BOOK 3, PAGE 24 OF AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTH LINE OF SAID TRACTS 59 AND 60 AND SAID NORTH RIGHT-OF-WAY LINE: NORTH 89°25'09" WEST FOR A DISTANCE OF 1270.12 FEET; THENCE RUN NORTH 89°39'22" WEST FOR A DISTANCE OF 36.76 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 59; THENCE DEPARTING SAID SOUTH LINE OF TRACTS 59 AND 60 AND SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 00°11'59" WEST ALONG THE WEST LINE OF SAID TRACT 59 FOR A DISTANCE OF 612.59 FEET TO THE NORTHWEST CORNER OF SAID TRACT 59; THENCE RUN SOUTH 89°35'43" EAST ALONG THE NORTH LINE OF SAID TRACT 59 FOR A DISTANCE OF 661.08 FEET TO THE SOUTHWEST CORNER OF AFORESAID TRACT 53; THENCE RUN NORTH 00°11'05" WEST ALONG THE WEST LINE OF SAID TRACT 53 FOR A DISTANCE OF 589.54 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT-OF-WAY LINE OF JOHN'S LAKE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 3886, PAGE 219 OF AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°45'54" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 361.21 FEET TO A POINT ON THE WEST LINE OF THE EAST 300.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 33; THENCE RUN SOUTH 89°45'54" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 285.01 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 53 AND THE WEST RIGHT-OF-WAY LINE OF WINDY RIDGE LANE ACCORDING TO AFORESAID PLAT BOOK 3, PAGE 24; THENCE RUN SOUTH 00°10'09" EAST ALONG SAID EAST LINE OF TRACT 53, THE EAST LINE OF AFORESAID TRACT 60 AND SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 777.90 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.38 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33--22--26, AS BEING SOUTH 89°25'09"EAST.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON--RADIAL (N.R.).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- TRACT A SHALL BE OWNED AND MAINTAINED BY THE BELLA TERRA HOA, INC. (THE ASSOCIATION) FOR THE PURPOSE OF STORMWATER RETENTION.
- TRACTS B, C AND D SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION FOR THE PURPOSE OF OPEN SPACE, SIGNAGE, WALL, UTILITY AND LANDSCAPE.
- LOTS CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
- THERE IS A 7.50 FOOT WIDE DRAINAGE AND UTILITY EASEMENT DEDICATED TO AND MAINTAINED BY THE ASSOCIATION ALONG THE SIDE AND REAR PROPERTY LINES OF EACH LOT UNLESS OTHERWISE NOTED OR SHOWN.
- THE LANDS SHOWN HEREON ARE AFFECTED BY THAT CERTAIN DEVELOPERS AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2875, PAGE 965 AS SUPERCEDED BY OFFICIAL RECORDS BOOK 3746, PAGE 712 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE LANDS SHOWN HEREON ARE NOT AFFECTED BY THAT CERTAIN DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1157, PAGE 1207 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE MORTGAGEE'S JOINDER AND CONSENT TO DEDICATION WILL BE FILED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS.

LEGEND:

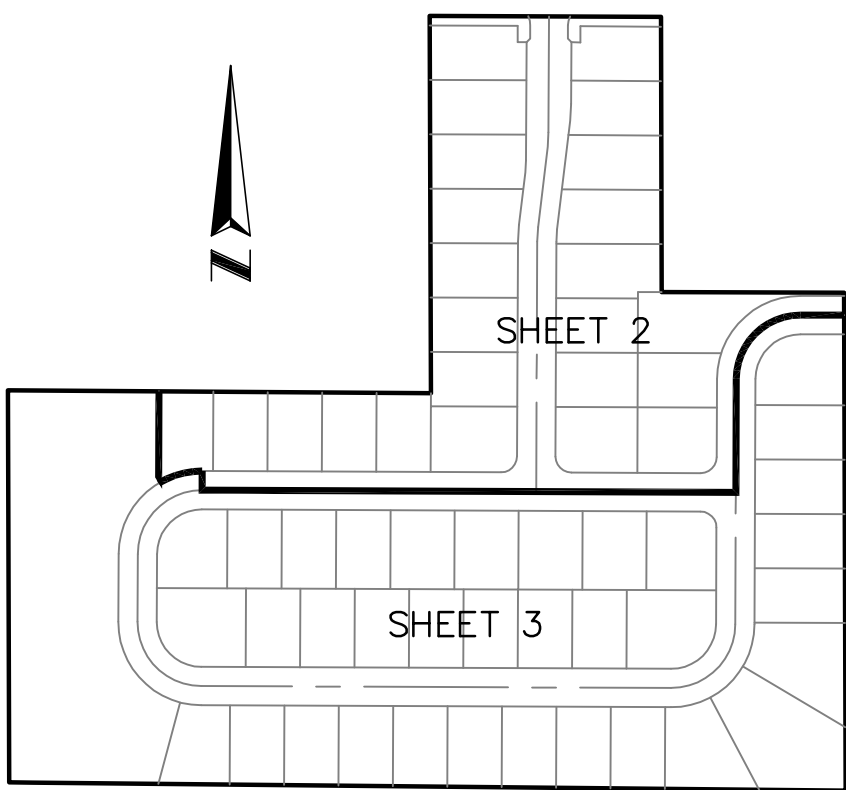
- O.R. OFFICIAL RECORDS BOOK
PG(S). PAGE(S)
P.B. PLAT BOOK
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.I. POINT OF INTERSECTION
CCR# CERTIFIED CORNER RECORD
● SET NAIL AND DISK, STAMPED LB #6723
PERMANENT CONTROL POINT (PCP)
R/W RIGHT-OF-WAY
N.R. NON--RADIAL
LB LICENSED BUSINESS
PRM PERMANENT REFERENCE MONUMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
D.E. DRAINAGE EASEMENT
W.D.E. WALL & DRAINAGE EASEMENT
U.E. UTILITY EASEMENT
■ SET 4" x 4" CONCRETE MONUMENT
STAMPED PRM LB #6723
℄ CENTERLINE

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

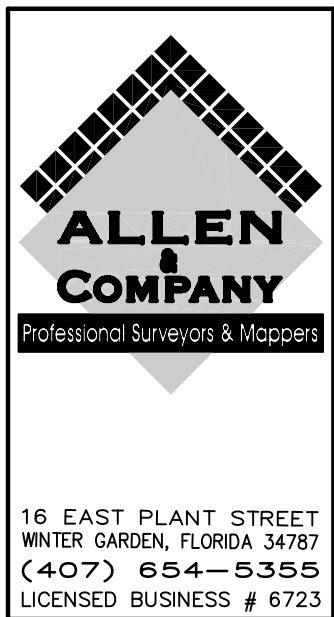
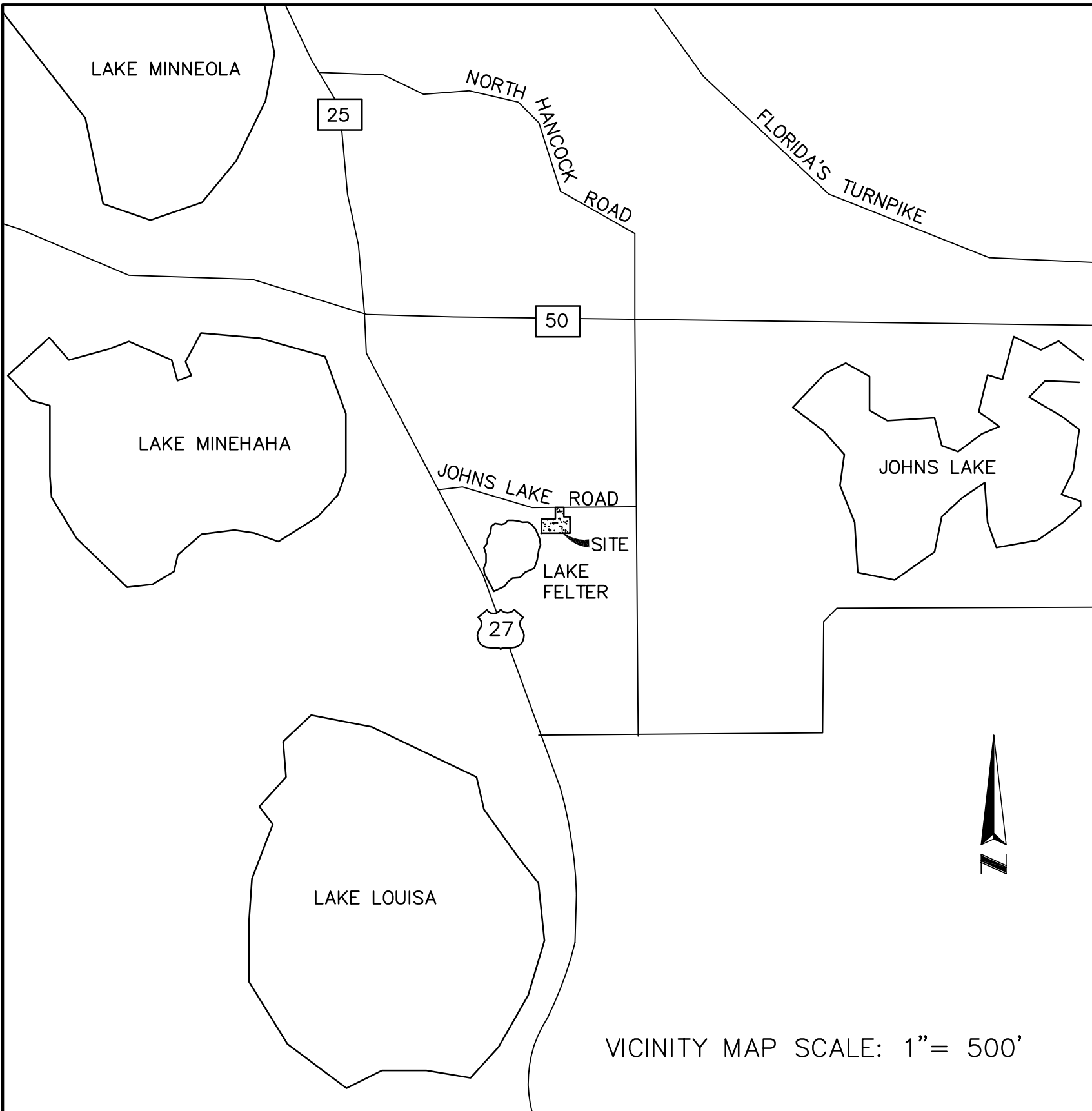
QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT I THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON _____ I COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT: THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN LAKE COUNTY, FLORIDA.

By: _____ Date: _____
JAMES L. RICKMAN
P.S.M. # 5633
ALLEN & COMPANY
LICENSED BUSINESS # 6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787



KEY MAP (not to scale)



SHEET INDEX

SHEET 1 OF 3 - LEGAL DESCRIPTION, DEDICATION, LEGEND & NOTES
SHEET 2 & 3 OF 3 - BOUNDARY INFORMATION, CENTERLINE, TRACT & LOT GEOMETRY

BELLA TERRA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT SUMMERGATE DEVELOPMENT, LLC, A MINNESOTA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN AND DEDICATES THE STREETS AND UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

1. TO BELLA TERRA HOA, INC.:
TRACT A, (STORMWATER); TRACTS B AND C (OPEN SPACE, SIGNAGE, WALL, UTILITY AND LANDSCAPE); ALL WALL/DRAINAGE EASEMENTS.

2. TO THE CITY OF CLERMONT:
THE STREETS AND UTILITY EASEMENTS OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACTS B AND C FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

IN WITNESS WHEREOF, SUMMERGATE DEVELOPMENT, LLC., A MINNESOTA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW.

2021.

NAME: _____

SIGNED: _____

TITLE: _____

SIGNED AND SEALED AND DELIVERED IN THE PRESENCE OF:

1. _____
WITNESS SIGNATURE:

PRINTED NAME: _____

2. _____
WITNESS SIGNATURE:

PRINTED NAME: _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____ 2021 BY _____ AS OF SUMMERGATE DEVELOPMENT, LLC., A MINNESOTA LIMITED LIABILITY COMPANY.

SUCH PERSON IS PERSONALLY KNOWN TO ME / HAS PRODUCED _____ AS IDENTIFICATION AND DID / DID NOT TAKE AN OATH.

SIGNATURE OF ACKNOWLEDGER: _____

PRINTED NAME OF ACKNOWLEDGER: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE _____ DAY OF 2021 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

CITY OF CLERMONT

ATTEST: _____ MAYOR

CITY CLERK _____

PRINT NAME _____ PRINT NAME _____

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081 F.S., I HAVE REVIEWED THIS PLAT FOR CONFORMANCE TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND FIND SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

NAME: JENNINGS E. GRIFFIN DATE _____

PROFESSIONAL LAND SURVEYOR. NO. 4486

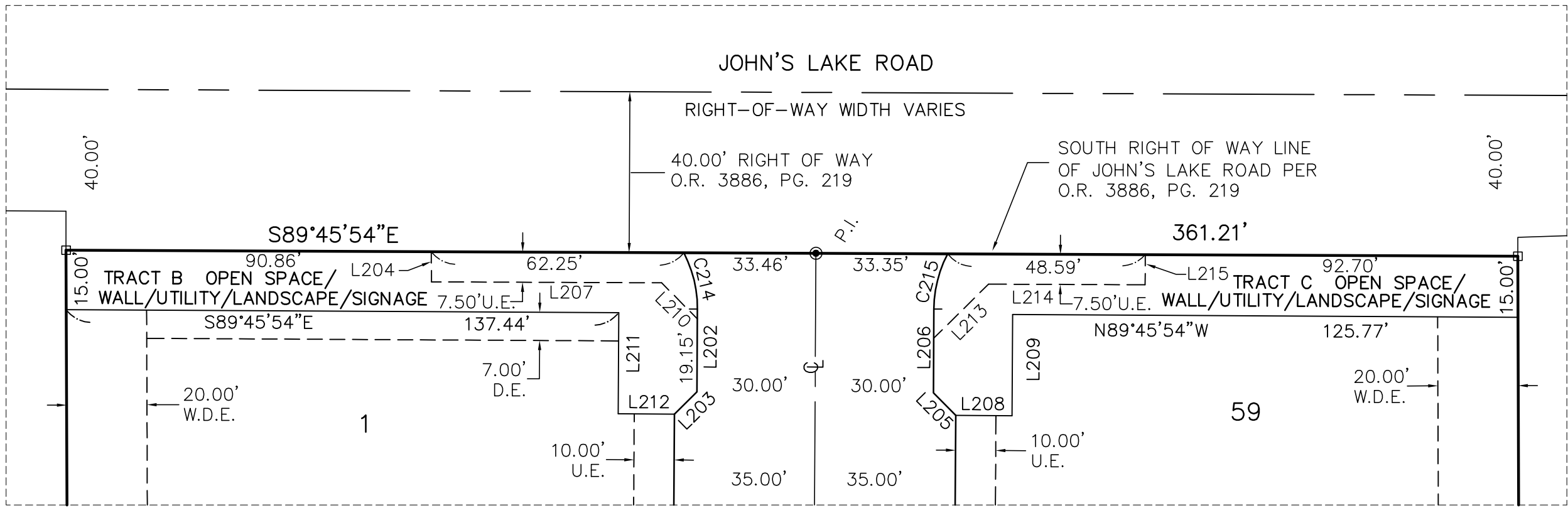
CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, F.S., AND WAS FILED FOR RECORD ON _____ AT _____ FILE NO. _____

CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA

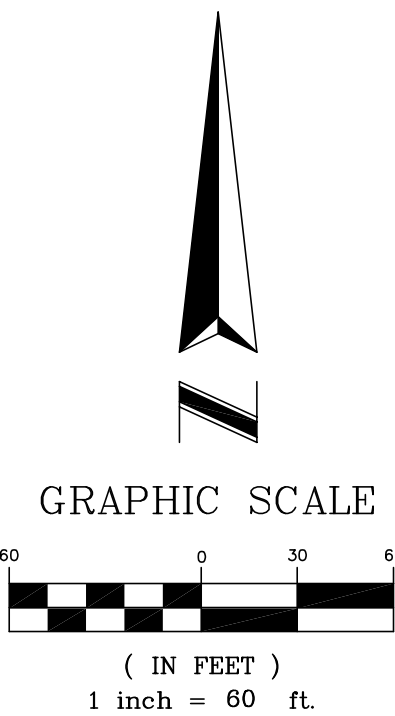
BELLA TERRA

A REPLAT OF TRACTS 59 AND 60 AND A PORTION OF TRACT 53 OF THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



DETAIL A (SCALE 1"=30.00')

CURVE TABLE					
CURVE	RADIUS	BEARING	CHORD	DELTA	LENGTH
C200	200.00'	N03°32'46"E	22.55'	6°27'44"	22.56'
C201	200.00'	S03°30'22"W	22.82'	6°32'32"	22.84'
C202	100.00'	S45°14'06"W	141.42'	90°00'00"	157.08'
C203	235.00'	N03°32'46"E	26.49'	6°27'44"	26.50'
C204	170.00'	S03°30'22"W	19.40'	6°32'32"	19.41'
C205	25.00'	S44°45'54"E	35.36'	90°00'00"	39.27'
C206	25.00'	N45°14'06"E	35.36'	90°00'00"	39.27'
C207	130.00'	S45°14'06"W	183.85'	90°00'00"	204.20'
C208	25.00'	N45°14'06"E	35.36'	90°00'00"	39.27'
C209	230.00'	S03°30'22"W	26.25'	6°32'32"	26.26'
C210	165.00'	N03°32'46"E	18.60'	6°27'44"	18.61'
C211	130.00'	S09°11'43"W	40.49'	17°55'13"	40.66'
C212	130.00'	S46°13'26"W	122.34'	56°08'15"	127.37'
C213	130.00'	S74°28'57"W	70.59'	31°30'18"	71.48'
C214	30.00'	N13°35'18"W	14.42'	27°48'24"	14.56'
C215	30.00'	S13°58'35"W	14.17'	27°19'22"	14.31'
C216	130.00'	S82°15'50"W	36.06'	15°56'33"	36.17'



LINE TABLE		
LINE	BEARING	LENGTH
L200	S00°14'06"W	30.00'
L201	S89°45'54"E	68.25'
L202	N00°18'54"E	21.01'
L203	N45°18'54"E	7.07'
L204	N00°34'02"W	7.50'
L205	N44°41'06"W	7.07'
L206	N00°18'54"E	21.23'
L207	S89°45'54"E	57.22'
L208	S89°41'06"E	14.00'
L209	N00°18'54"E	25.02'
L210	S44°46'43"E	11.82'
L211	N00°18'54"E	24.98'
L212	N89°41'06"W	14.00'
L213	N45°18'54"E	18.33'
L214	S89°45'54"E	38.96'
L215	S00°26'34"W	7.50'
L216	S89°45'54"E	36.93'
L218	S00°10'09"E	17.00'

POINT OF INTERSECTION OF THE WEST LINE OF TRACT 53 LAKE HIGHLANDS COMPANY P.B. 3 PG. 24 SOUTH RIGHT-OF-WAY LINE OF JOHN'S LAKE ROAD PER O.R. 3886, PG. 219 &

TRACT 54 LAKE HIGHLANDS COMPANY P.B. 3 PG. 24

WEST LINE OF TRACT 53 LAKE HIGHLANDS COMPANY P.B. 3 PG. 24

SOUTHWEST CORNER OF TRACT 53 LAKE HIGHLANDS COMPANY P.B. 3 PG. 24

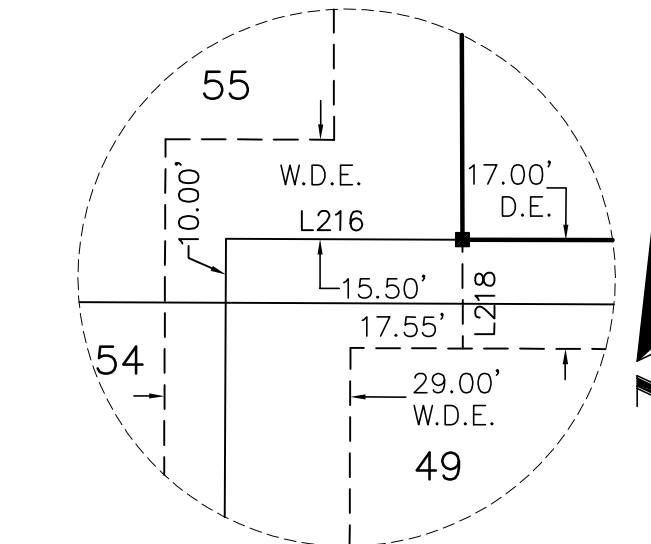
TRACT 54 LAKE HIGHLANDS COMPANY P.B. 3 PG. 24 NORTH LINE OF TRACT 59 LAKE HIGHLANDS COMPANY P.B. 3 PG. 24

DETAIL B (not to scale)

TRACT 45 POSTAL COLONY COMPANY P.B. 9 PG. 65

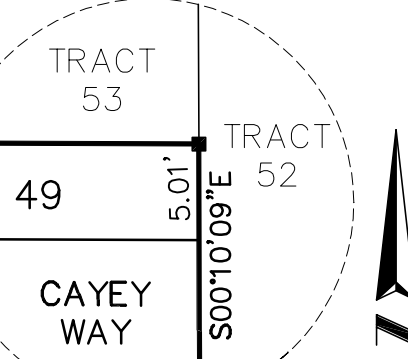
33.00' WIDE RIGHT-OF-WAY PER O.R. 1408, PG. 1583

25.00' RIGHT-OF-WAY (O.R. 956, PG. 1691) (O.R. 920, PG. 868)



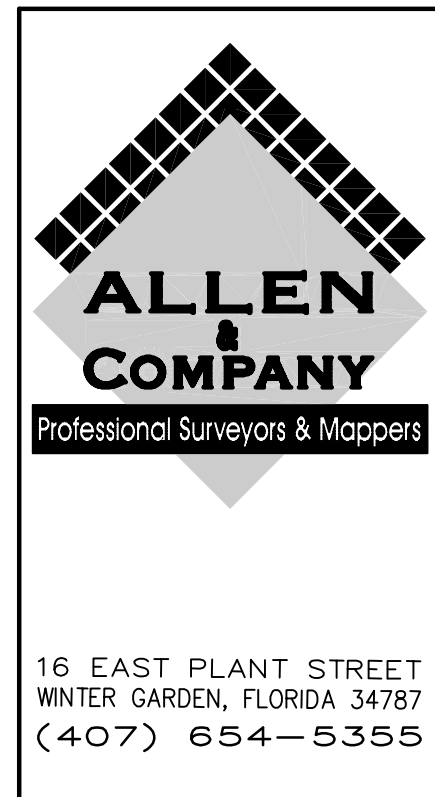
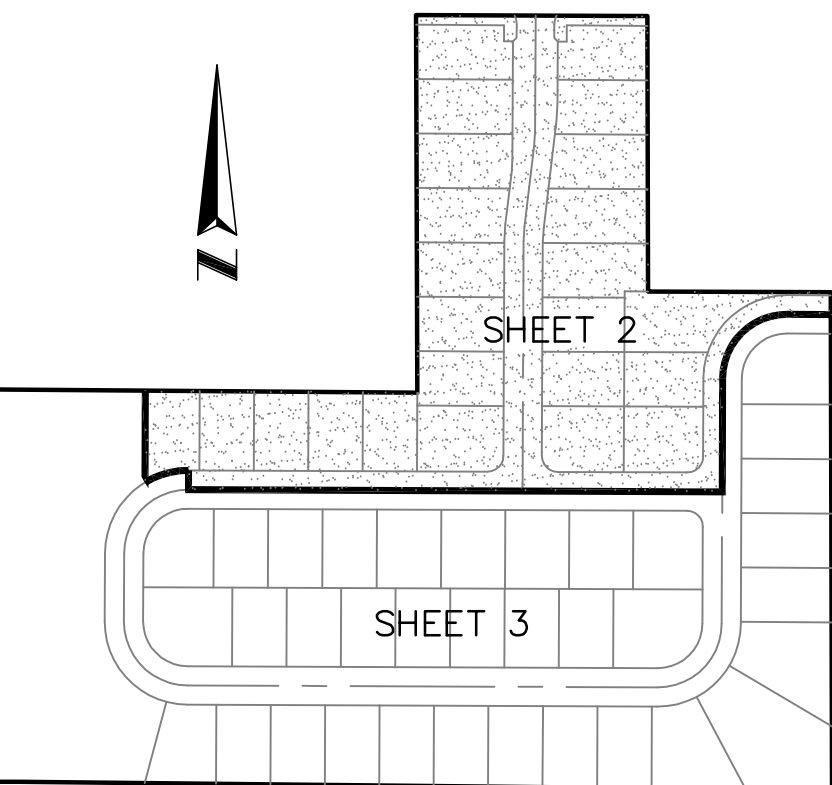
DETAIL C (not to scale)

TRACT 52 POSTAL COLONY COMPANY P.B. 9 PG. 65



DETAIL D (not to scale)

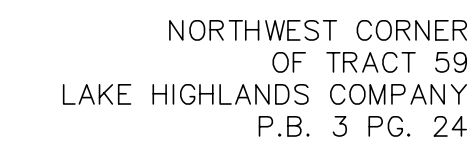
EAST LINE OF TRACTS 53 & 60, WEST RIGHT-OF-WAY LINE OF WINDY RIDGE LANE PER P.B. 3, PG. 24



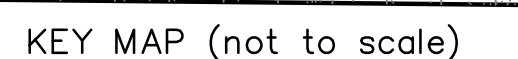
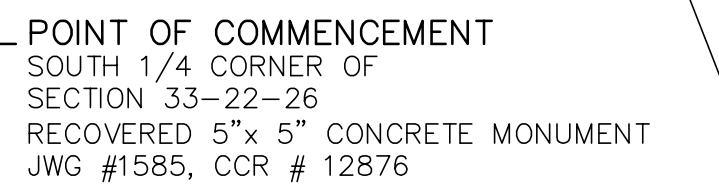
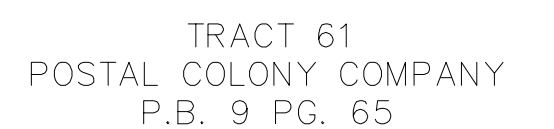
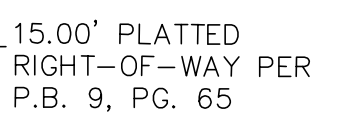
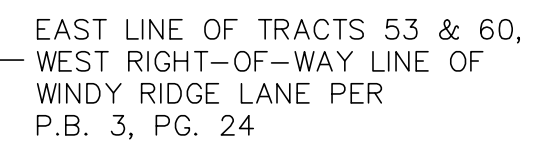
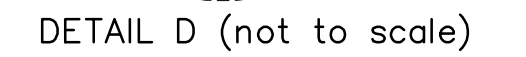
SHEET INDEX
SHEET 1 OF 3 - LEGAL DESCRIPTION, DEDICATION, LEGEND & NOTES
SHEET 2 & 3 OF 3 - BOUNDARY INFORMATION, CENTERLINE, TRACT & LOT GEOMETRY

SEE SHEET 3

A REPLAT OF TRACTS 59 AND 60 AND A PORTION OF TRACT 53 OF THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



SEE SHEET 2



LINE TABLE		
LINE	BEARING	LENGTH
L201	S89°45'54"E	68.25'
L300	N26°39'16"W	39.28'
L301	N74°02'27"E	51.74'
L302	N13°07'41"E	117.41'
L303	N03°55'02"W	41.59'
L304	N74°02'27"E	10.05'
L305	N13°07'41"E	126.23'
L306	N03°55'02"W	23.73'

SHEET 1 OF 3 - LEGAL DESCRIPTION, DEDICATION, LEGEND & NOTES
SHEET 2 & 3 OF 3 - BOUNDARY INFORMATION, CENTERLINE, TRACT &
LOT GEOMETRY

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

UTILITY EASEMENT
O.R. 1791, PG. 796
EASEMENT AGREEMENT
O.R. 1730, PG. 1455
GRANT OF UTILITY EASEMENT
O.R. 1803, PG. 651

DETAIL C (SCALE 1"=30.00')

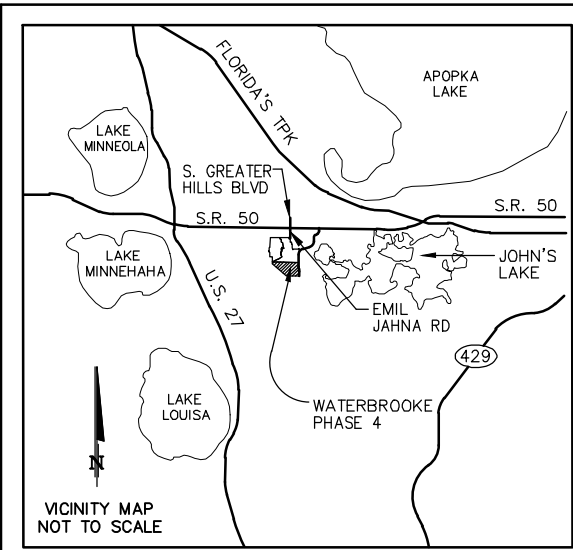


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the Waterbrooke Phase 4 plat		
Staff Report		
Mattamy Homes is seeking plat approval for Phase 4 of the Waterbrooke Subdivision. Phase 4 includes 91 single family lots. The plat has received a satisfactory review from the City's Engineer and Surveyor to move forward for approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Waterbrooke Phase 4 Final Plat Half Size (11x17)	Waterbrooke Phase 4 Final Plat Half Size (11x17).pdf



- LEGEND (ALL SHEETS)
- C53 = CURVE NUMBER (SEE TABLE)
L14 = LINE NUMBER (SEE TABLE)
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CL = CENTERLINE
R/W = RIGHT-OF-WAY
BFE = BASE FLOOD ELEVATION
BLVD. = BOULEVARD
CT. = COURT
NT = NON-TANGENT
(R) = RADIAL
(NR) = NON-RADIAL
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
ORB= OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
DUE = DRAINAGE AND UTILITY EASEMENT
IRC = IRON ROD & CAP
IP = IRON PIPE
N&D = NAIL AND DISK
FND = FOUND
SEC = SECTION
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
PLS = PROFESSIONAL LAND SURVEYOR
CCR = CERTIFIED CORNER RECORD
OS/L U&D = OPEN SPACE/LANDSCAPE BUFFER UTILITY & DRAINAGE
ESMT = EASEMENT
NAD83 = NORTH AMERICAN DATUM OF 1983
NGVD 29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
NW = NORTHWEST
NE= NORTHEAST
W = WEST
ID = IDENTIFICATION
SEC 34-22-26 = SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
- = SHEET MATCH LINE
- = DENOTES PERMANENT REFERENCE MONUMENT (SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 68" UNLESS OTHERWISE NOTED) PER CHAPTER 177, FLORIDA STATUTES.
- = DENOTES PERMANENT REFERENCE MONUMENT (FOUND 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 68" UNLESS OTHERWISE NOTED) PER CHAPTER 177, FLORIDA STATUTES.
- ⊙ = DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK STAMPED "PCP LB 68" UNLESS OTHERWISE NOTED) PER CHAPTER 177, FLORIDA STATUTES.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

WATERBROOKE PHASE 4

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

DESCRIPTION:
A portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast corner of Tract I, WATERBROOKE PHASE 1, according to the plat thereof, as recorded in Plat Book 69, Pages 53 through 64, of the Public Records of Lake County, Florida; thence S89°28'08"W along the South line of said plat of WATERBROOKE PHASE 1, for a distance of 296.97 feet to the Easternmost corner of Tract LL, according to said plat of WATERBROOKE PHASE 1; thence N87°49'24"W along said South line, 3180.11 feet to the Westernmost corner of said plat of WATERBROOKE PHASE 1 and the East line of the West 1660.00 feet of the North 1/2 of said Section 34; thence departing said South line run S00°05'36"E along said East line, 277.14 feet to the Northernmost corner of CRESTVIEW, according to the plat thereof, as recorded in Plat Book 71, Pages 58 through 62, of the Public Records of Lake County, Florida; thence departing said East line run S49°21'32"E along the Northeasterly line of said plat of CRESTVIEW, and the Northeasterly line of CRESTVIEW PHASE II, a Replat, according to the plat thereof, as recorded in Plat Book 72, Pages 61 through 64, of the Public Records of Lake County, Florida, 2512.36 feet to the Easternmost Corner of said plat of CRESTVIEW and the South line of the Northeast 1/4 of said Section 34; thence departing said Northeasterly line of the plat of CRESTVIEW, run S89°33'20"E along said South line, 1665.02 feet to the West right-of-way line of Hartle Road, as described in Exhibit "A" of Official Records Book 5124, Page 399, of the Public Records of Lake County, Florida; thence departing said South line run the following courses and distances along said West right-of-way line: N00°00'00"E, 311.62 feet to the point of curvature of a curve concave Westerly having a radius of 2100.00 feet and a chord bearing of N00°44'29"W; thence Northerly along the arc of said curve through a central angle of 01°28'57" for a distance of 54.34 feet to a non-tangent line; N04°08'26"W, 194.78 feet to a non-tangent curve concave Westerly having a radius of 2100.00 feet and a chord bearing of N07°29'06"W; thence Northerly along the arc of said curve through a central angle of 01°22'21" for a distance of 50.31 feet to the point of tangency; N08°10'16"W, 337.23 feet to the point of curvature of a curve concave Easterly having a radius of 2220.00 feet and a chord bearing of N04°21'14"W; thence Northerly along the arc of said curve through a central angle of 07°38'04" for a distance of 295.80 feet to the point of tangency; N00°32'13"W, 569.76 feet to the POINT OF BEGINNING.

LESS:
A portion of Section 34, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 34; thence N89°33'20"W along the South line of said Northeast 1/4 of Section 34, for a distance of 1201.69 feet; thence departing said South line run N00°26'40"E, 30.00 feet to a line lying 30.00 feet North of and parallel with said South line of the Northeast 1/4 of Section 34 and the POINT OF BEGINNING; thence N89°33'20"W along said parallel line, 107.00 feet; thence departing said parallel line run N00°26'40"E, 139.00 feet; thence S89°33'20"E, 107.00 feet; thence S00°26'40"W, 139.00 feet to the POINT OF BEGINNING.

Containing 113.295 acres more or less, and being subject to any restrictions, rights-of-way and easements of record.

- NOTES:
- Bearings based on the South line of the Northeast 1/4 of Section 34, Township 22 South, Range 26 East, Lake County, Florida, being S89°33'20"E, relative Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment.
 - The State Plane Coordinates shown hereon are relative to St. John's Water Management District, Lake Apopka GPS Control Network control point W56, Northing 1528029.39885, Easting 4344520.17367, Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment average combined scale factor: 0.999997533260.
 - According to Flood Insurance Rate Map Community Panel No. 120133 0590E, City of Clermont, Lake County, Florida map revised December 18, 2012, as amended by Letter of Map Revision (LOMR), Case No. 19-04-1054p, effective date January 28, 2020. The approximate location of the FEMA Flood hazard zone lines, if located within the property and shown hereon, were downloaded from FEMA's website during preparation of the this document and, unless otherwise shown, were not surveyed by Donald W. McIntosh Associates, Inc. This note is for informational purposes only and the surveyor assumes no liability for the correctness of the cited map(s) or LOMR(s). In addition, this note does not represent an opinion by the surveyor of the probability of flooding, and are not to be used for any FEMA flood determinations or certifications.
 - All lines intersecting curves are radial unless noted as (NR) = Non-Radial.
 - Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
 - Tract D is a Private Roadway tract to be owned and maintained by Waterbrooke Homeowners Association, Inc.
 - There is hereby granted and dedicated for the benefit of the City of Clermont and other public service and emergency service providers, a non-exclusive easement over and through Tract D (Private Roadway) and any other privately owned internal roads, alleys, paved areas, and sidewalks for vehicular and pedestrian ingress and egress access for the purpose of providing public services and emergency services to the Subdivision, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities, and other public and emergency services. The City of Clermont is hereby granted and dedicated a non-exclusive drainage and utilities easement over, under, across, and through Tract D. The City of Clermont shall only be responsible for the maintenance of utility improvements it accepts and/or installs within the aforesaid Easement Area, and Waterbrooke Homeowners Association, Inc., shall be responsible for the maintenance of all drainage improvements within Tract D.
 - Tract XXX is an Open Space and Landscape Buffer tracts to be owned and maintained by Waterbrooke Homeowners Association, Inc.
 - Tracts AA and KK are Open Space, Landscape Buffer, Utility and Drainage tracts to be owned and maintained by Waterbrooke Homeowners Association, Inc.
 - Tract LL is an Open Space and Passive Park tract to be owned and maintained by Waterbrooke Homeowners Association, Inc.
 - Tract JJ is a Stormwater and Open Space tract to be owned and maintained by Waterbrooke Homeowners Association, Inc.
 - Tract MM is an Open Space/Power Easement tract to be owned and maintained by Waterbrooke Homeowners Association, Inc.
 - Tract PP is a Lift Station Tract intended to be owned and maintained by the City of Clermont upon the City of Clermont's acceptance of the Lift Station and conveyance of Tract PP. Owner shall convey fee simple title of Tract PP to the City of Clermont by separate instrument to be recorded in the Public Records of Lake County, Florida.
 - Easements within Lots 588 through 678 are hereby dedicated and established as follows unless otherwise shown:

5.00 foot wide drainage easement (in favor of the Association) and utility easement (in favor of the City of Clermont) along all side and rear lot lines unless otherwise shown.

10.00 foot wide drainage easement (in favor of the Association), and utility easement (in favor of the City of Clermont) along all lot lines abutting right-of-way lines unless otherwise shown.
 - All platted Drainage Easements shown hereon shall be private, non-exclusive easements in favor of the Waterbrooke Homeowner's Association, Inc., its successors or assigns, for the Association's members subject to and in accordance with the terms of the Declaration, and in favor of Mattamy Orlando LLC and its affiliates, successors, assignees or designees.
 - An emergency access easement to the private storm drainage system over Tract JJ and over all drainage easements shown on this plat is hereby dedicated to the City of Clermont for emergency maintenance purposes in the event inadequate maintenance of the storm drainage system creates a hazard to the public health, safety, and general welfare. The emergency access easement granted above does not impose any obligation, burden, responsibility or liability upon the City of Clermont to enter upon the subject property and take any action to repair or maintain the private drainage system. A non-exclusive easement through, over, under and across all utility easements shown hereon is hereby dedicated for use by all public utilities for the purpose of constructing, maintaining and replacing their respective facilities servicing the lands encompassed by this plat.
 - Lands Shown hereon are subject to Ordinance # 2006-30, recorded May 30, 2006 in Official Records Book 3171, Page 2343; provided, this reference thereto shall not re-impose the same.
 - Lands Shown hereon are subject to Ordinance # 2014-80-Jahna PUD Amendment # 27-14-2, recorded January 8, 2015 in Official Records Book 4571, Page 1720; provided, this reference thereto shall not re-impose the same.
 - Lands Shown hereon are subject to Ordinance # 2015-70, recorded November 5, 2015 in Official Records Book 4702, Page 897; provided, this reference thereto shall not re-impose the same.
 - Lands Shown hereon are subject to Impact Fee Agreement between Lake County and Mattamy Orlando LLC, recorded April 27, 2017 in Official Records Book 4936, Page 982; provided, this reference thereto shall not re-impose the same.
 - The Declaration of Covenants, Conditions, Restrictions and Easements for Waterbrooke encumbering the lands shown on this plat to be recorded in the Public Records of Lake County, Florida, and all subsequent amendments and supplements thereto independently establishes easements over portions of the lands being platted hereunder.
 - Lands Shown hereon are subject to City of Clermont Ordinance No. 2016-20 recorded August 31, 2018 in Official Records Book 5163, Page 472, Public Records of Lake County, Florida.

PLAT BOOK

PAGE

WATERBROOKE PHASE 4

DEDICATION

KNOW ALL BY THESE PRESENTS, that Mattamy Orlando LLC, a Delaware limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed including as set forth in the plat notes.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and attested to by its Authorized Agents named below:

Signed, sealed, and delivered in the presence of:

Signature _____

Print Name: _____

By: Mattamy Orlando LLC, a Delaware Limited Liability Company
2450 Maitland Center Pkwy
Suite 300
Maitland, FL 32751

Signature _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization, this _____ by _____ as _____ of Mattamy Orlando LLC, a Delaware Limited Liability Company, on behalf of the Company. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Signature of Person Taking Acknowledgment _____

Print Name: _____
Notary Public
Commission No. _____
My Commission Expires: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the ____ day of _____, 2021, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City of Clermont, Florida.

Attest:

City of Clermont

City Clerk

Mayor

PRINT NAME

PRINT NAME

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part I, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Jennings E. Griffin

Date

Registration # P.L.S. 4486

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Professional Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all the Survey Requirements of Chapter 177.091, Part 1, Platting, Florida Statutes.

DONALD W. MCINTOSH ASSOCIATES, INC.
2200 Park Avenue North, Winter Park, FL 32789
Certificate of Authorization Number LB68

Date:

Robert "Tyler" Sears

Registration # 6950

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____ File No. _____

Clerk of the Circuit Court
in and for Lake County, Florida

Printed: Tue 22-Jun-2021 - 02:46PM
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Page 39

SL16207desc

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WATERBROOKE PHASE 4

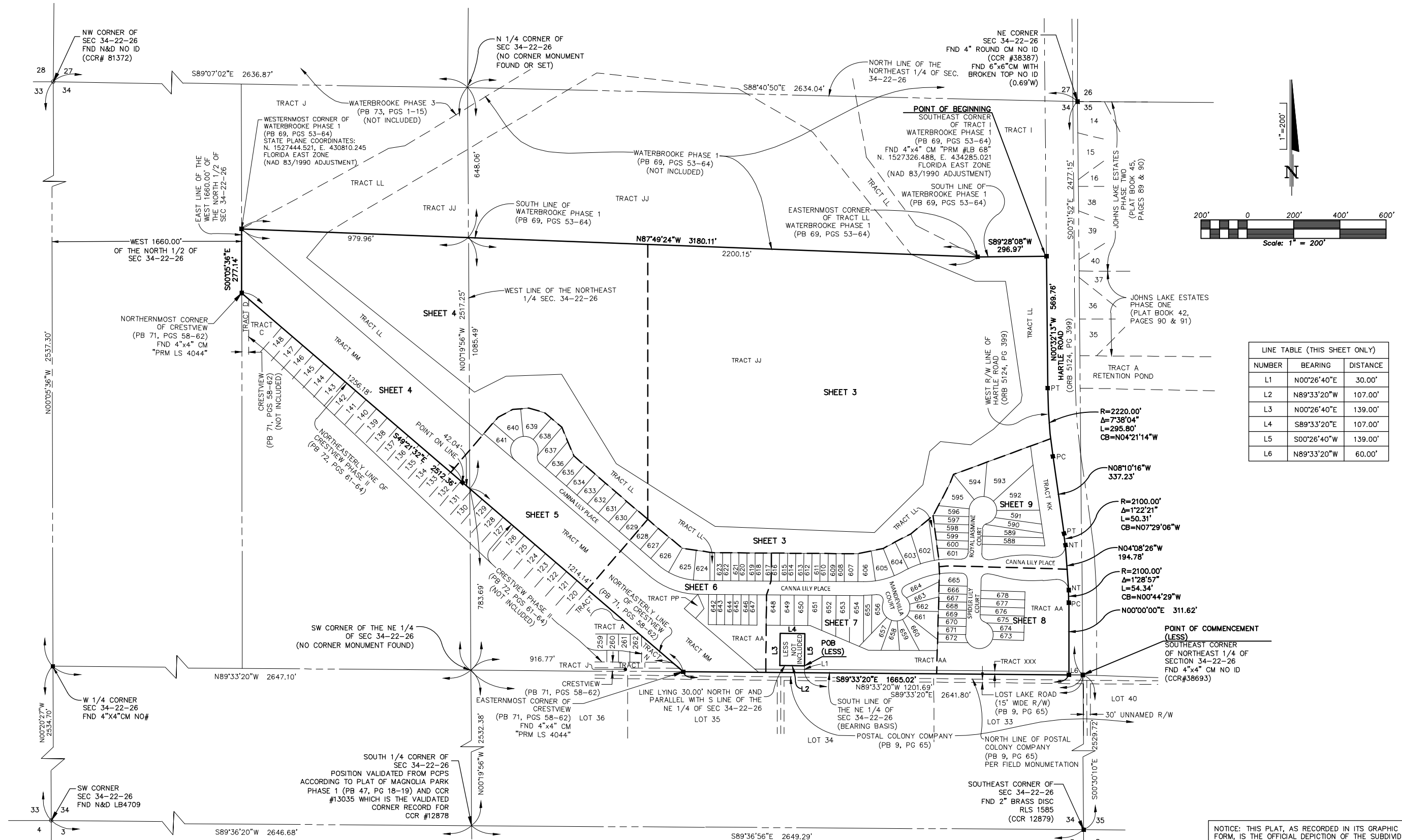
THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

BOUNDARY AND SHEET INDEX

PLAT
BOOK

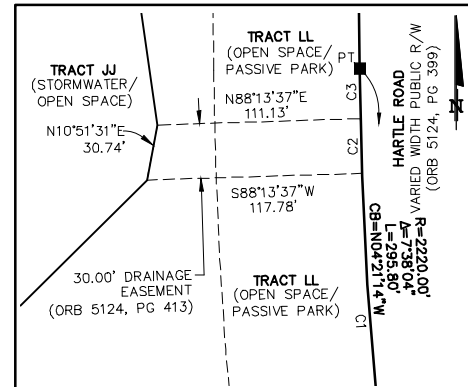
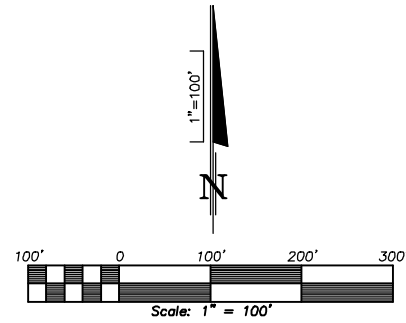
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SHEET 2 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND

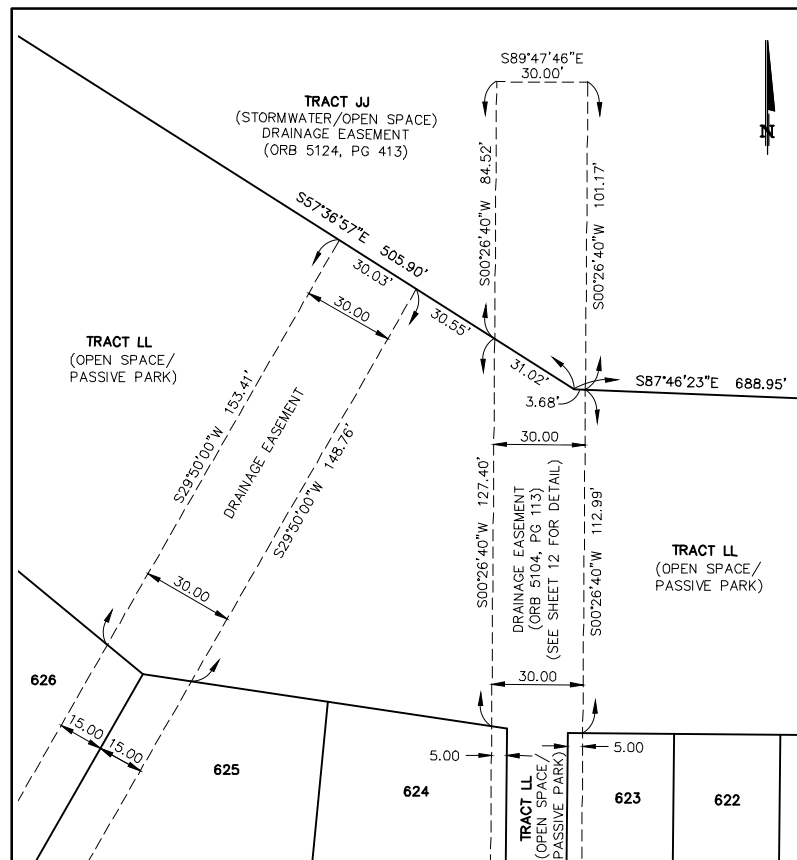


THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
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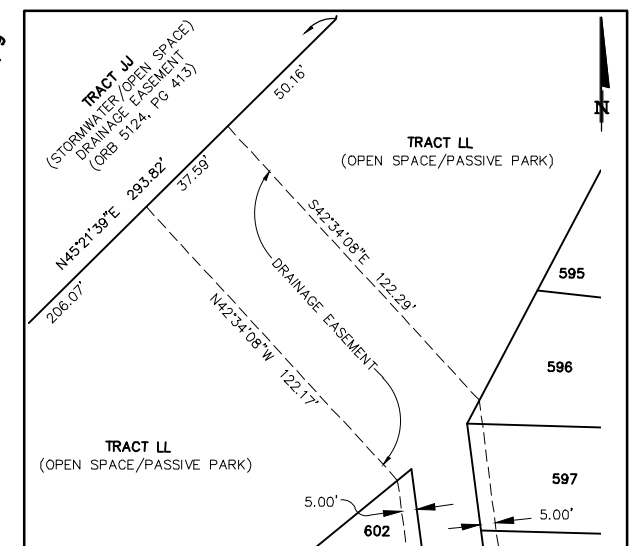
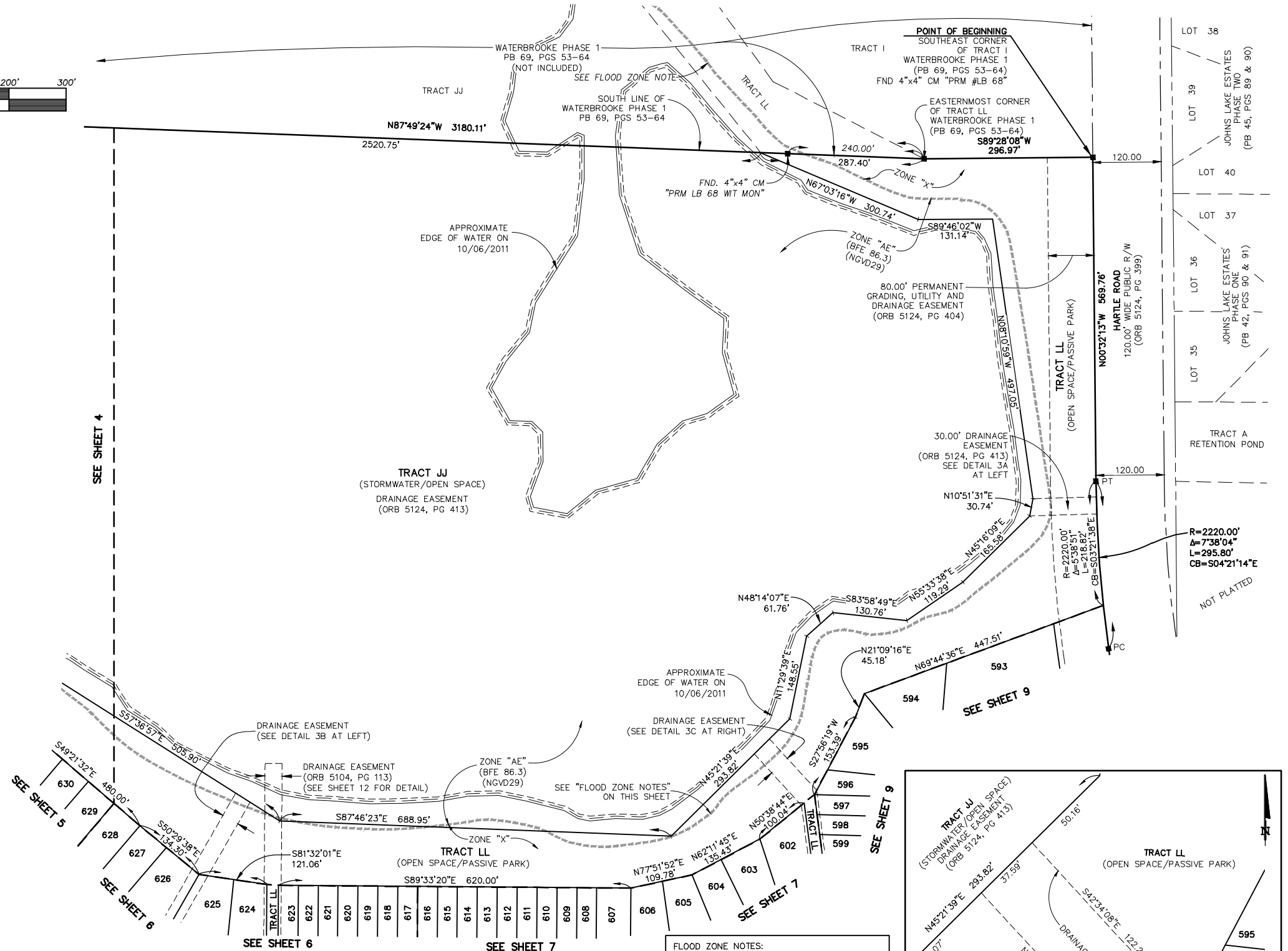
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DETAIL 3A
SCALE 1"=50'



DETAIL 3B
SCALE 1"=30'



DETAIL 3C
SCALE 1"=30'

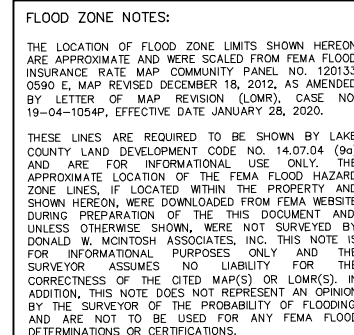
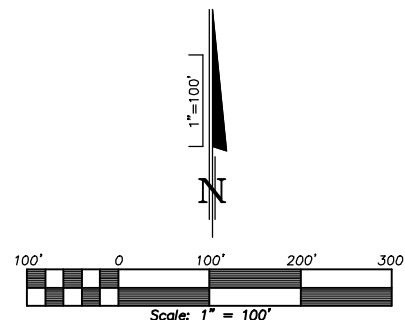
CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2220.00'	41°0'01"	161.45'	161.41'	S04°06'04"E
C2	2220.00'	0°46'27"	30.00'	30.00'	S01°37'50"E
C3	2220.00'	0°42'23"	27.37'	27.37'	S00°53'24"E

THE LOCATION OF FLOOD ZONE LIMITS SHOWN HEREON ARE APPROXIMATE AND WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, MAP REVISED DECEMBER 18, 2012, AS AMENDED BY LETTER OF MAP REVISION (LOMR), CASE NO. 19-04-1054P, EFFECTIVE DATE JANUARY 28, 2020.

THESE LINES ARE REQUIRED TO BE SHOWN BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (S) AND ARE A REQUIRED FORMATION OF THE FLOOD ZONE. THE APPROXIMATE LOCATION OF THE FEMA FLOOD HAZARD ZONE LINES, IF LOCATED WITHIN THE PROPERTY AND SHOWN HEREON, WERE DOWNLOADED FROM FEMA WEBSITE DURING PREPARATION OF THIS DOCUMENT AND, UNLESS OTHERWISE SHOWN, WERE NOT SURVEYED BY DONALD W. MCINTOSH ASSOCIATES, INC. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S) OR LOWR(S). IN ADDITION, THIS NOTE DOES NOT REPRESENT AN OPINION BY THE SURVEYOR AS TO THE ACCURACY OF THE DATA AND ARE NOT TO BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS.

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WATERBROOKE PHASE 4

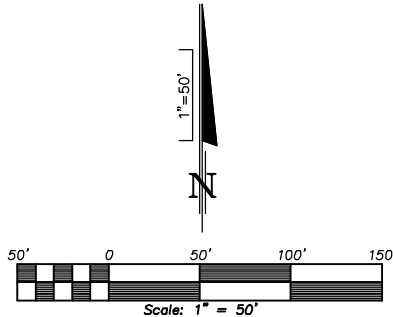
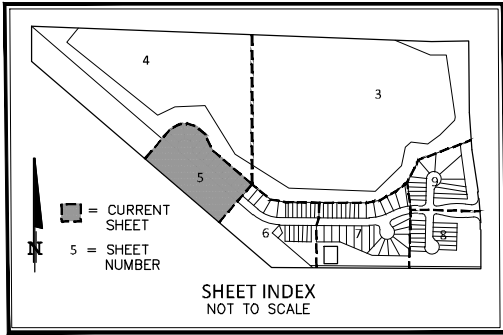
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PLAT
BOOK

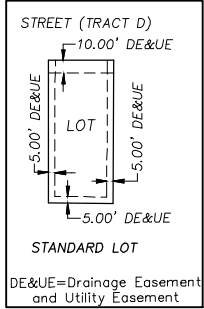
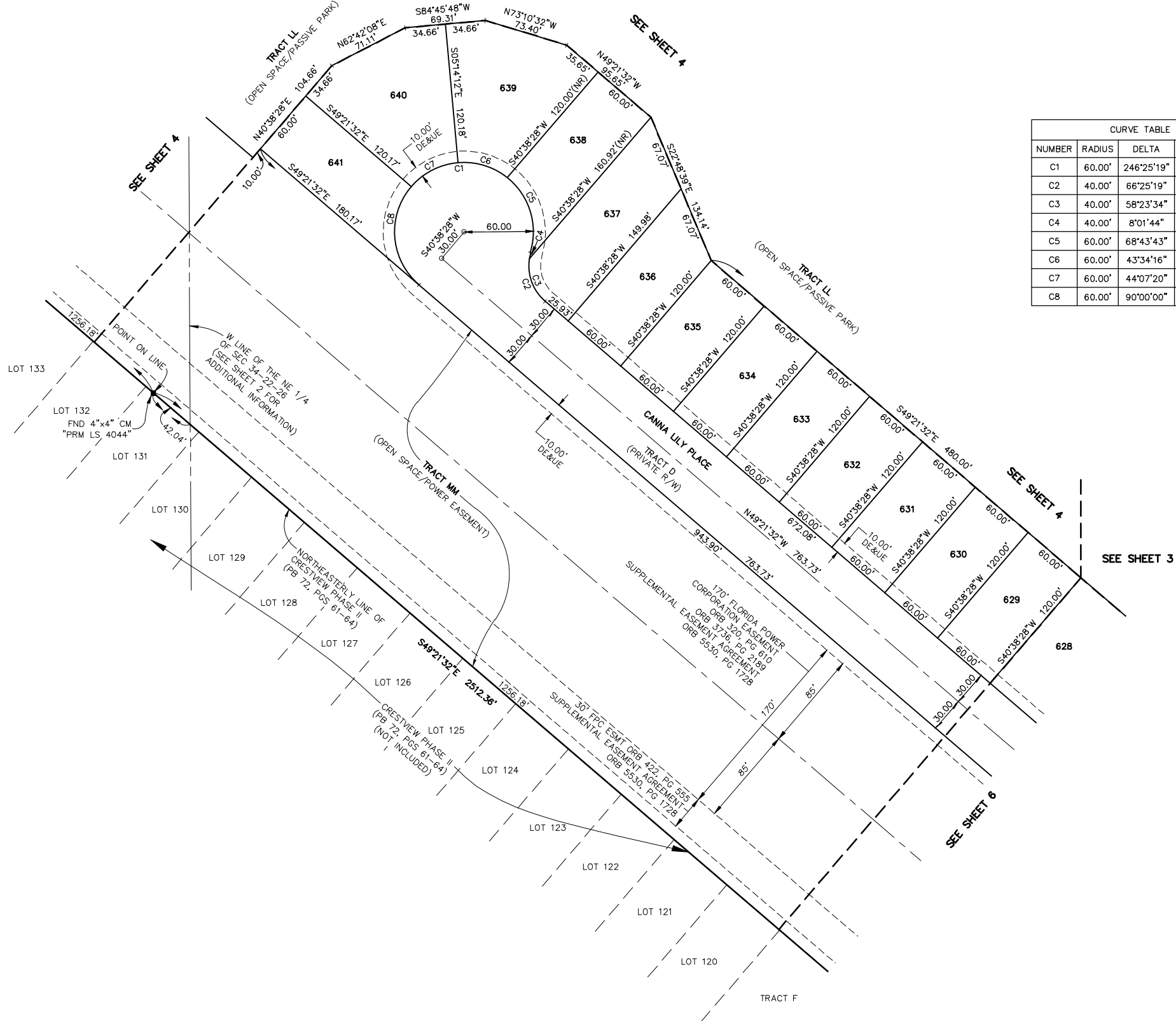
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SHEET 5 OF 13

SEE SHEET 1 FOR NOTES AND LEGEND

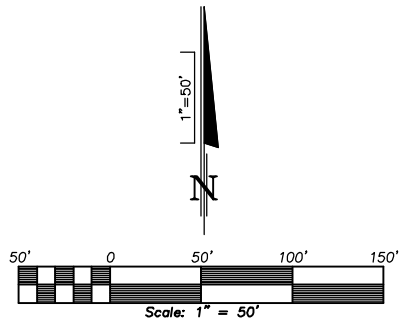
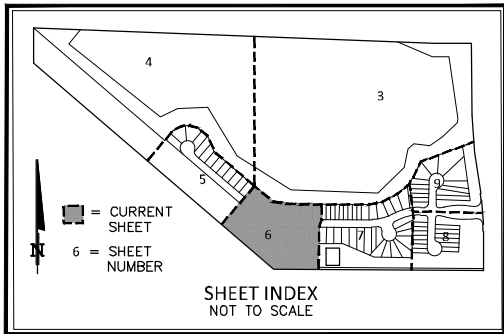


CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
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C2	40.00'	66°25'19"	46.37'	43.82'	S16°08'52"E
C3	40.00'	58°23'34"	40.77'	39.02'	S20°09'44"E
C4	40.00'	8°01'44"	5.61'	5.60'	S13°02'55"W
C5	60.00'	68°43'43"	71.97'	67.73'	N17°18'04"W
C6	60.00'	43°34'16"	45.63'	44.54'	N73°27'04"W
C7	60.00'	44°07'20"	46.20'	45.07'	S62°42'08"W
C8	60.00'	90°00'00"	94.25'	84.85'	S04°21'32"E



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DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068



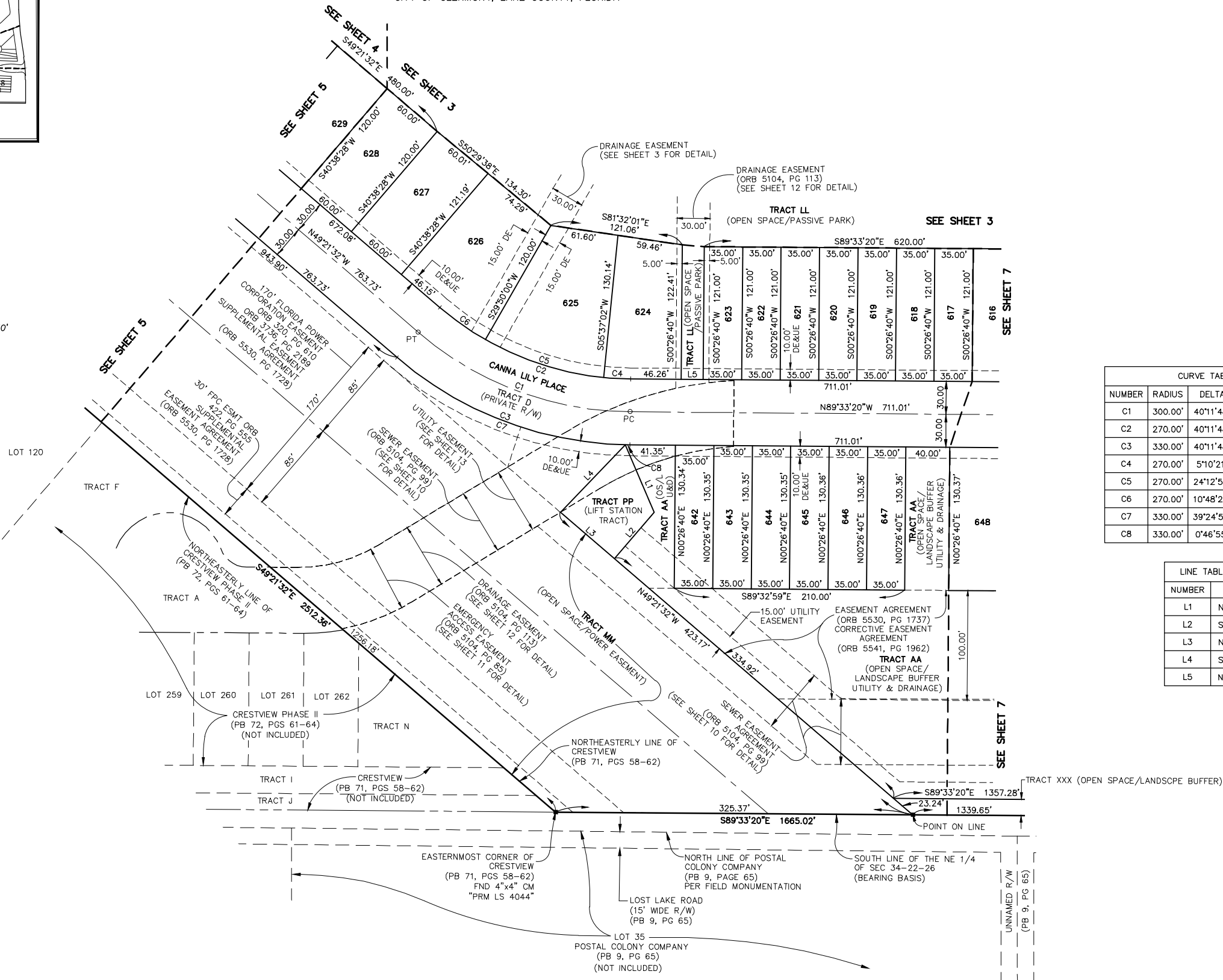
WATERBROOKE PHASE 4

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

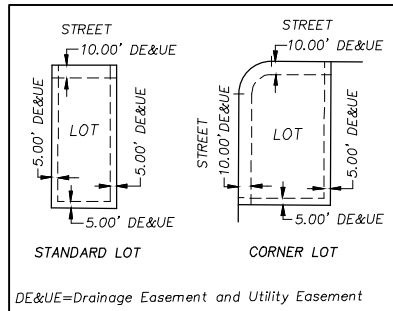
PAGE

SHEET 6 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	300.00'	40°11'48"	210.47'	206.18'	N69°27'26"W
C2	270.00'	40°11'48"	189.42'	185.56'	S69°27'26"E
C3	330.00'	40°11'48"	231.52'	226.80'	S69°27'26"E
C4	270.00'	5°10'21"	24.38'	24.37'	S86°58'09"E
C5	270.00'	24°12'59"	114.12'	113.27'	S72°16'29"E
C6	270.00'	10°48'28"	50.93'	50.86'	S54°45'46"E
C7	330.00'	39°24'53"	227.01'	222.56'	S69°03'58"E
C8	330.00'	0°46'55"	4.50'	4.50'	S89°09'52"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N23°15'38"W	67.12'
L2	S40°38'28"W	55.52'
L3	N49°21'32"W	65.01'
L4	S43°49'26"W	85.18'
L5	N89°33'20"W	20.00'



WATERBROOKE PHASE 4

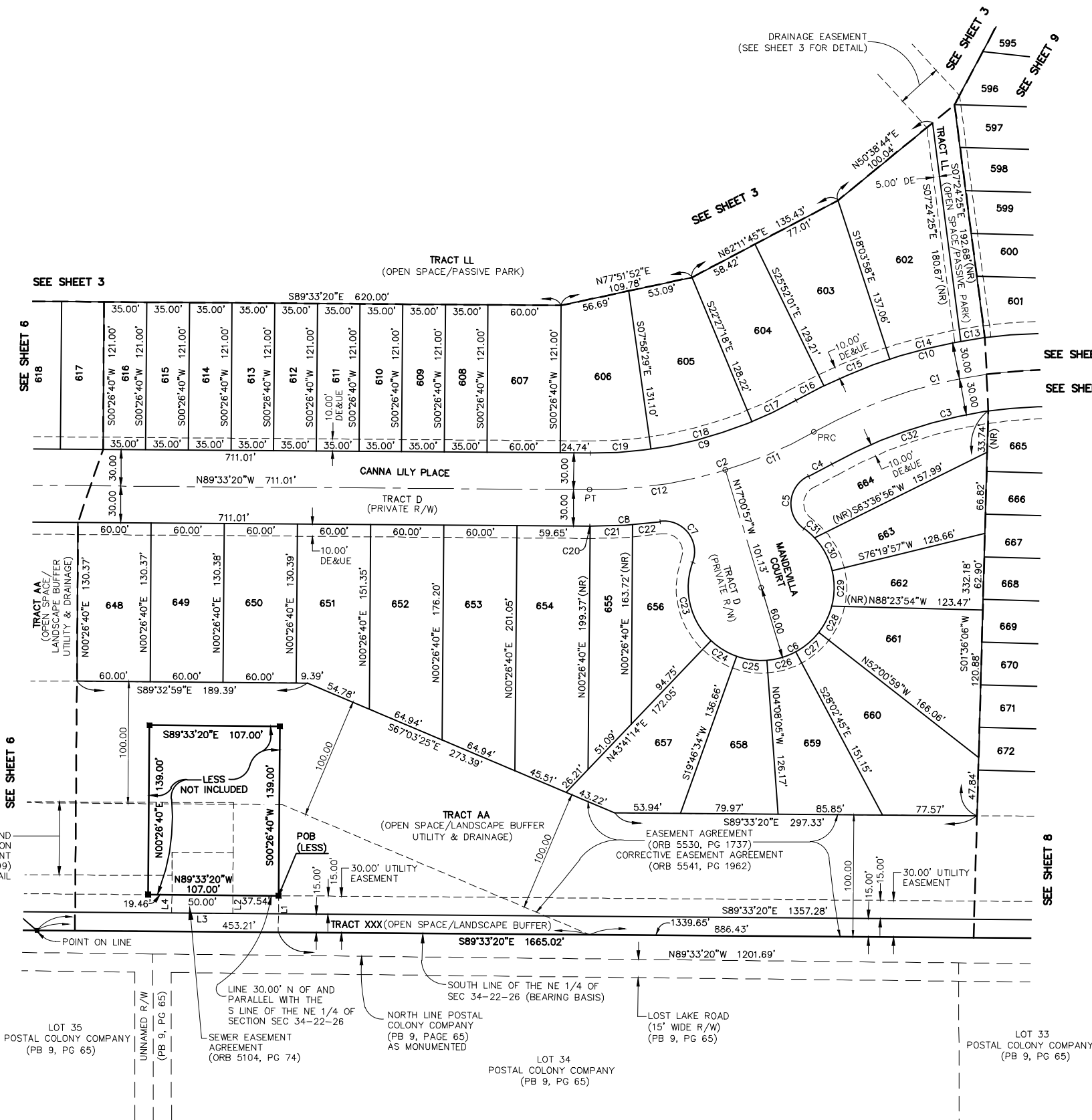
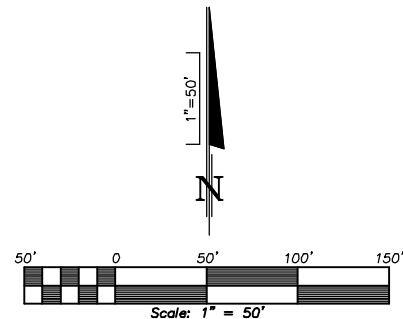
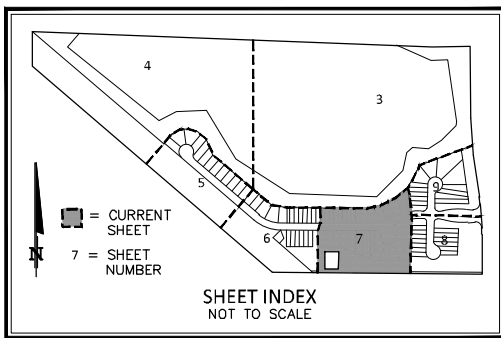
THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

PAGE

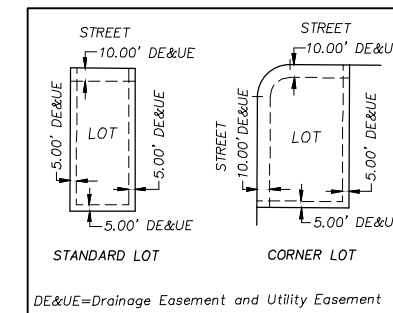
SHEET 7 OF 13

SEE SHEET 1 FOR NOTES AND LEGEND



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N00°26'40\"W	30.00'
L2	S00°26'40\"W	14.92'
L3	N89°33'18\"W	50.00'
L4	N00°26'40\"E	14.92'

CURVE TABLE (THIS SHEET ONLY)				
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	400.00'	30°52'37\"	215.56'	S76°09'47\"W
C2	370.00'	29°43'12\"	191.92'	S75°35'04\"W
C3	370.00'	30°52'37\"	199.40'	S76°09'47\"W
C4	400.00'	3°06'31\"	21.70'	N62°16'44\"E
C5	25.00'	118°10'36\"	51.56'	S04°44'41\"W
C6	60.00'	254°39'19\"	266.67'	N72°59'03\"E
C7	25.00'	118°10'36\"	51.56'	N38°46'36\"W
C8	400.00'	8°18'34\"	58.01'	N86°17'23\"E
C9	340.00'	29°43'12\"	176.36'	N75°35'04\"E
C10	430.00'	30°52'37\"	231.73'	S76°09'47\"W
C11	370.00'	12°15'34\"	79.17'	S66°51'16\"W
C12	370.00'	17°27'37\"	112.75'	S81°15'52\"W
C13	430.00'	2°39'57\"	20.01'	S81°15'36\"W
C14	430.00'	7°59'35\"	59.99'	S75°55'50\"W
C15	430.00'	7°48'03\"	58.54'	S68°02'01\"W
C16	430.00'	3°24'30\"	25.58'	S62°25'44\"W
C17	340.00'	6°49'14\"	40.47'	N64°08'06\"E
C18	340.00'	14°28'49\"	85.93'	N74°47'07\"E
C19	340.00'	8°25'09\"	49.96'	N86°14'06\"E
C20	400.00'	0°02'59\"	0.35'	S89°34'49\"E
C21	400.00'	5°01'12\"	35.05'	N87°53'05\"E
C22	400.00'	3°14'23\"	22.62'	N83°45'18\"E
C23	60.00'	66°37'29\"	69.77'	S13°00'02\"E
C24	60.00'	23°54'39\"	25.04'	S58°16'06\"E
C25	60.00'	23°54'39\"	25.04'	S82°10'45\"E
C26	60.00'	23°54'39\"	25.04'	N73°54'35\"E
C27	60.00'	23°58'14\"	25.10'	N49°58'08\"E
C28	60.00'	23°39'32\"	24.78'	N26°09'15\"E
C29	60.00'	27°59'32\"	29.31'	N00°19'43\"E
C30	60.00'	29°39'06\"	31.05'	N28°29'36\"W
C31	60.00'	11°01'27\"	11.54'	N48°49'53\"W
C32	370.00'	21°06'44\"	136.34'	S71°16'51\"W



TYPICAL EASEMENT DETAIL FOR
LOTS 602 THROUGH 616 AND
LOTS 648 THROUGH 664
(DETAIL NOT TO SCALE)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

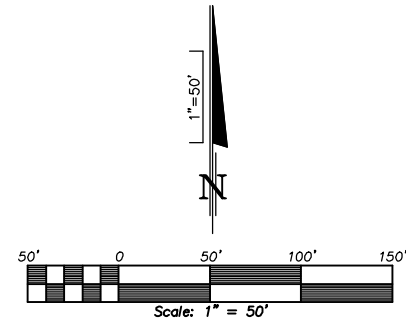
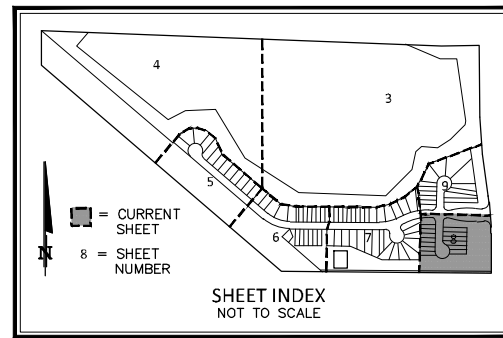
WATERBROOKE PHASE 4

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

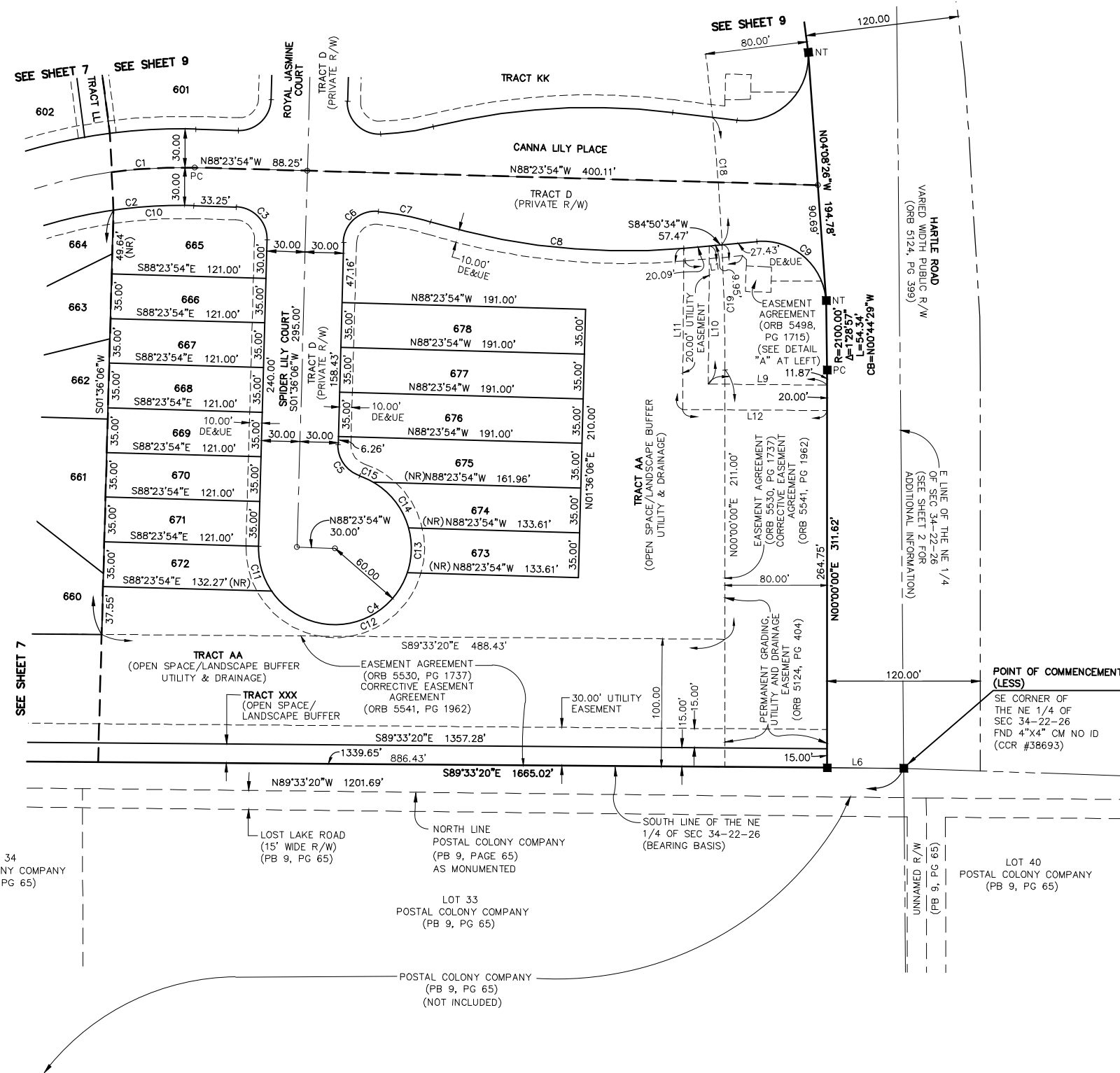
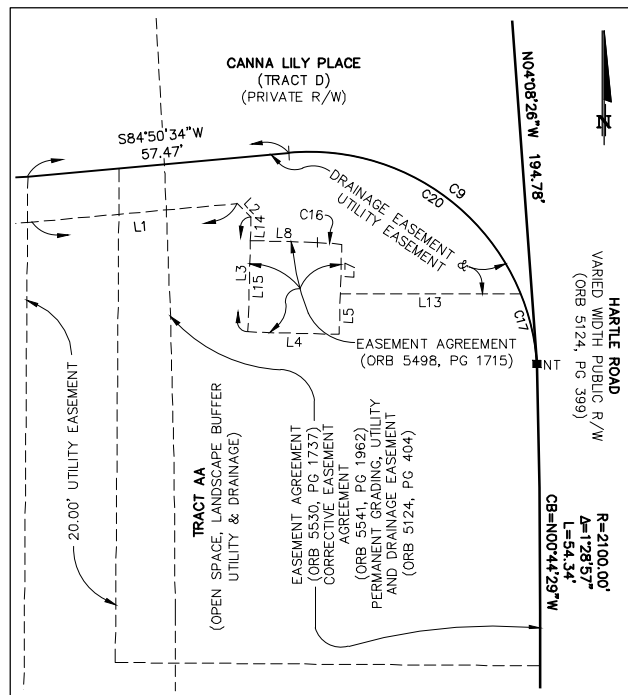
PLAT
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SHEET 8 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND

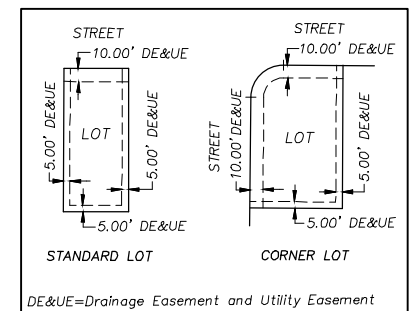


DETAIL "A"
SCALE 1"=20'



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N84°50'34"E	45.24'
L2	S45°00'00"E	4.25'
L3	N01°36'06"E	25.12'
L4	N88°23'54"W	20.00'
L5	S01°36'06"W	8.93'
L6	N89°33'20"W	60.00'
L7	S01°36'06"W	10.78'
L8	S88°23'54"E	14.66'
L9	S89°33'20"E	93.14'
L10	S00°26'40"W	108.31'
L11	S00°26'40"W	126.35'
L12	S89°33'20"E	113.29'
L13	N90°00'00"E	39.49'
L14	N01°36'06"E	5.12'
L15	N01°36'06"E	20.00'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	400.00'	30°52'37"	215.56'	212.96'	S76°09'47"W
C2	370.00'	30°52'37"	199.40'	196.99'	S76°09'47"W
C3	25.00'	90°00'00"	39.27'	35.36'	N43°23'54"W
C4	60.00'	252°53'43"	264.83'	96.53'	N55°09'14"E
C5	25.00'	72°53'43"	31.81'	29.70'	S34°50'46"E
C6	25.00'	93°32'02"	40.81'	36.43'	S48°22'07"W
C7	200.00'	11°55'04"	41.60'	41.53'	N78°54'20"W
C8	518.00'	22°12'38"	200.80'	199.55'	S84°03'07"E
C9	50.00'	91°01'00"	79.43'	71.34'	N49°38'56"W
C10	370.00'	9°45'53"	63.06'	62.98'	S86°43'09"W
C11	60.00'	35°41'07"	37.37'	36.77'	S16°14'28"E
C12	60.00'	127°21'35"	133.37'	107.56'	N82°14'12"E
C13	60.00'	33°54'56"	35.52'	35.00'	N01°35'56"E
C14	60.00'	44°05'24"	46.17'	45.04'	N37°24'13"W
C15	60.00'	11°50'42"	12.40'	12.38'	N65°22'16"W
C16	50.00'	6°07'54"	5.35'	5.35'	N85°19'57"W
C17	50.00'	18°10'49"	15.87'	15.80'	N13°13'51"W
C18	2020.00'	2°50'05"	99.94'	99.93'	N04°11'59"W
C19	2020.00'	2°46'56"	98.09'	98.08'	N01°23'28"W
C20	50.00'	72°50'11"	63.56'	59.37'	N58°44'21"W



TYPICAL EASEMENT DETAIL FOR
LOTS 665 THROUGH 678
(DETAIL NOT TO SCALE)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

WATERBROOKE PHASE 4

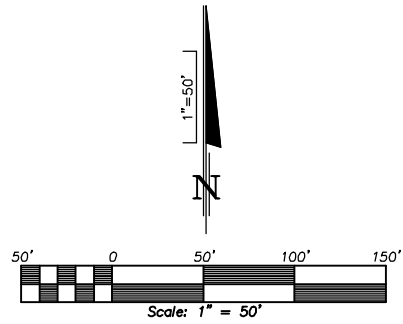
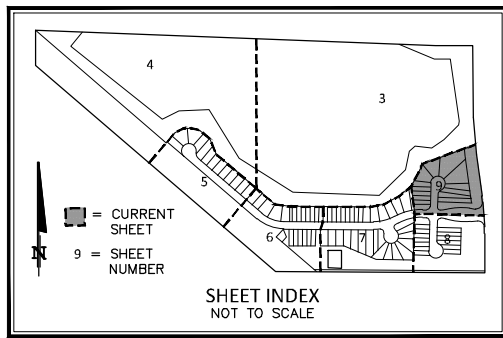
THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

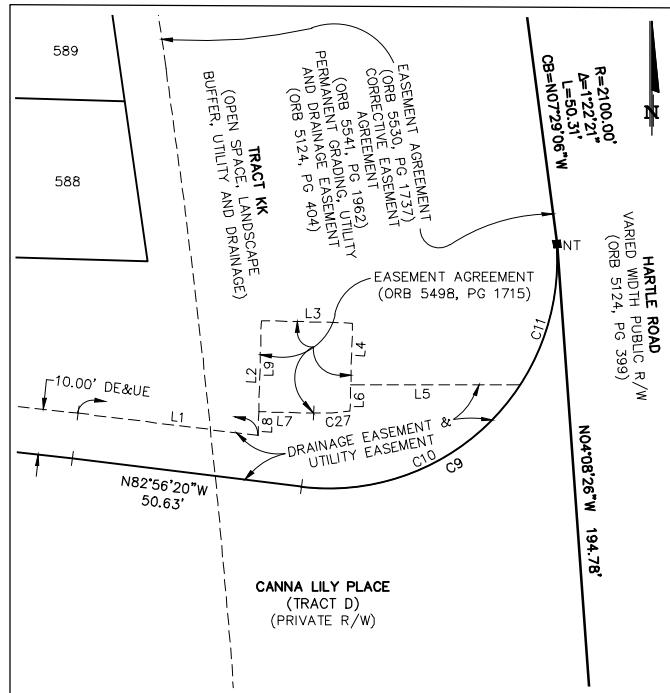
PAGE

SHEET 9 OF 13

SEE SHEET 1 FOR NOTES AND LEGEND



DETAIL "A"
SCALE 1"=20'



DRAINAGE EASEMENT
(SEE SHEET 3 FOR DETAIL)

SEE SHEET 3

SEE SHEET 7

SEE SHEET 7

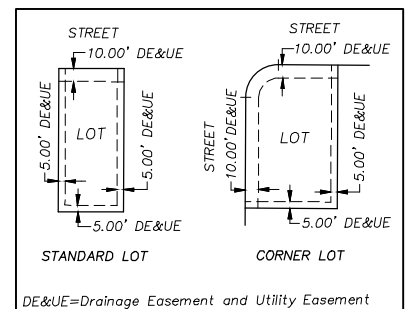
SEE SHEET 8

SEE SHEET 3

SEE SHEET 8

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	S82°56'20"E	39.78'
L2	N01°36'06"E	25.23'
L3	S88°23'54"E	20.00'
L4	S01°36'06"W	13.61'
L5	N90°00'00"E	37.25'
L6	S01°36'06"W	5.75'
L7	N88°23'54"W	12.03'
L8	N01°36'06"E	5.23'
L9	N01°36'06"E	20.00'

CURVE TABLE (THIS SHEET ONLY)				
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	400.00'	30°52'37"	215.56'	S76°09'47"W
C2	430.00'	30°52'37"	231.73'	S76°09'47"W
C3	25.00'	90°00'00"	39.27'	N46°36'06"E
C4	60.00'	252°53'43"	264.83'	N51°57'02"W
C5	25.00'	72°53'43"	31.81'	S38°02'58"W
C6	25.00'	93°32'02"	40.81'	S45°09'55"E
C7	200.00'	11°55'04"	41.60'	N82°06'32"E
C8	518.00'	20°54'40"	189.05'	S86°36'20"W
C9	50.00'	101°12'06"	88.32'	N46°27'37"E
C10	50.00'	63°57'12"	55.81'	N65°05'04"E
C11	50.00'	37°14'55"	32.51'	N14°29'01"E
C12	25.00'	55°09'18"	24.07'	S29°10'45"W
C13	25.00'	17°44'26"	7.74'	S65°37'37"W
C14	60.00'	43°32'02"	45.59'	N52°43'48"E
C15	60.00'	31°23'42"	32.88'	N15°15'56"E
C16	60.00'	41°54'30"	43.89'	N21°23'10"W
C17	2310.00'	1°25'29"	57.44'	S07°27'32"E
C18	60.00'	43°15'47"	45.30'	N63°58'18"W
C19	60.00'	43°58'42"	46.05'	S72°24'27"W
C20	60.00'	44°09'49"	46.25'	S28°20'12"W
C21	60.00'	4°39'11"	4.87'	S03°55'41"W
C22	430.00'	9°00'32"	67.61'	S87°05'50"W
C23	2220.00'	1°59'12"	76.98'	S07°10'40"E
C24	2300.00'	1°29'16"	59.72'	S07°25'38"E
C25	2020.00'	2°33'15"	90.05'	N06°53'39"W
C26	2020.00'	2°50'05"	99.94'	N04°11'59"W
C27	50.00'	9°10'09"	8.00'	N87°01'02"E



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DONALD W. MCINTOSH ASSOCIATES, INC.
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WATERBROOKE PHASE 4

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

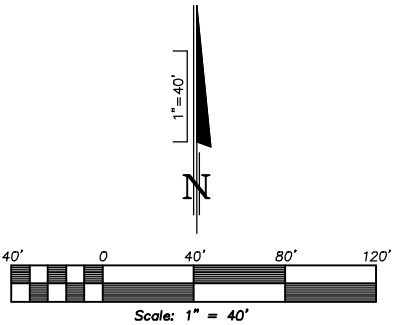
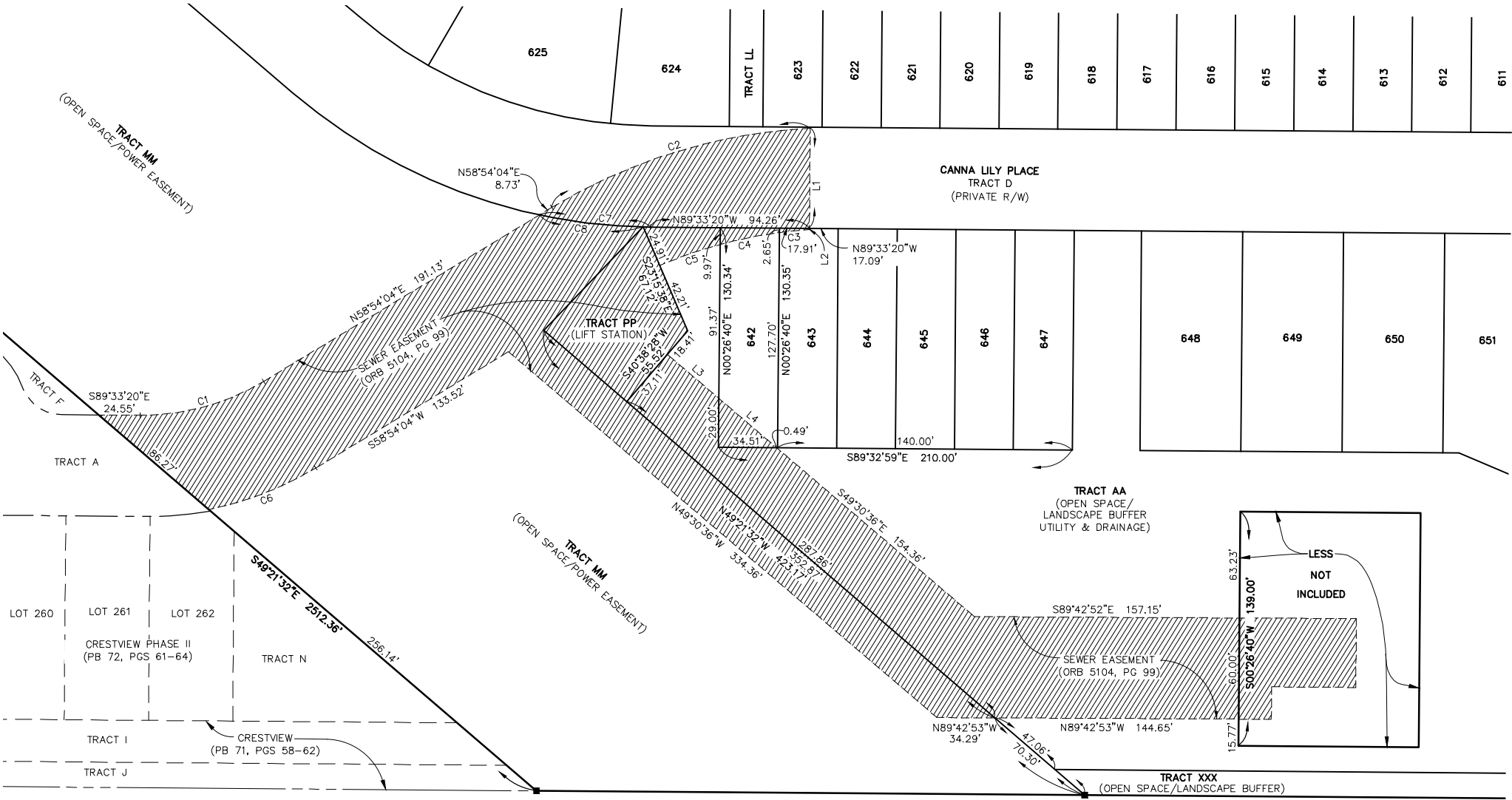
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SHEET 10 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND

SEWER EASEMENT DETAIL
(ORB 5104, PG 99)

DENOTES LIMITS OF SEWER EASEMENT
(ORB 5104, PG 99)



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	S00°26'40"W	59.41'
L2	S00°26'40"W	0.73'
L3	S49°30'36"E	40.18'
L4	S49°30'36"E	45.07'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	140.00'	31°32'37"	77.08'	76.11'	S74°40'22"W
C2	330.00'	28°06'16"	161.87'	160.25'	N72°57'12"E
C3	270.00'	3°49'24"	18.02'	18.01'	S84°19'43"W
C4	270.00'	7°35'38"	35.78'	35.76'	S78°37'12"W
C5	270.00'	8°05'00"	38.09'	38.06'	S70°46'53"W
C6	200.00'	19°36'47"	68.46'	68.13'	S68°42'28"W
C7	330.00'	11°32'27"	66.47'	66.36'	S83°47'06"E
C8	330.00'	10°45'32"	61.97'	61.88'	S83°23'39"E

WATERBROOKE PHASE 4

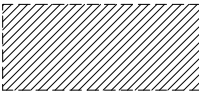
THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
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SHEET 11 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND

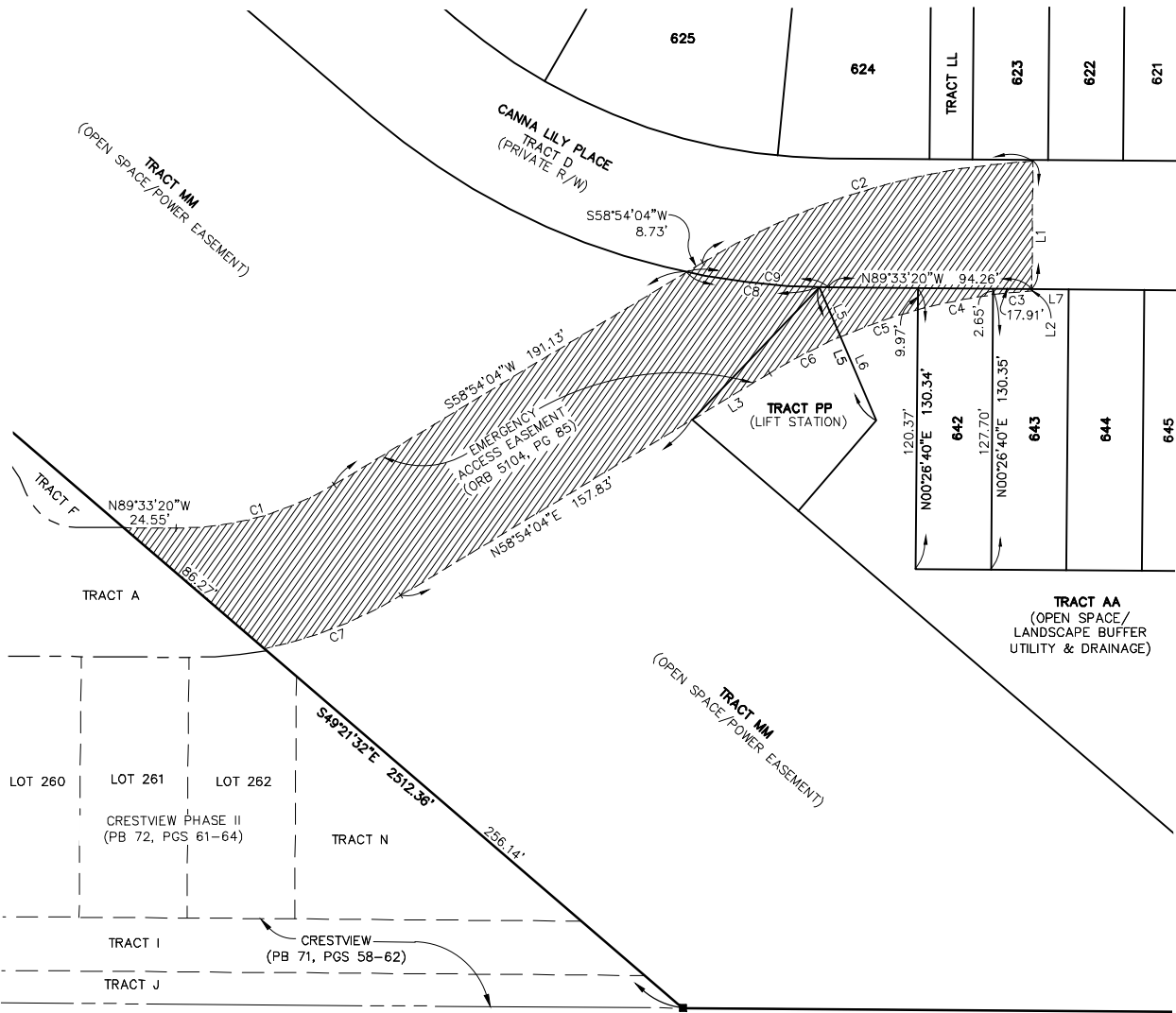
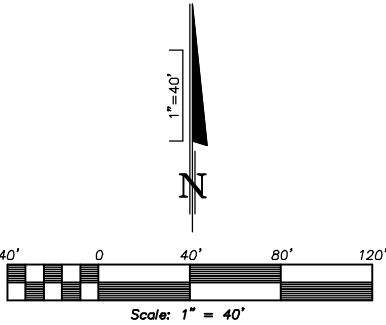
EMERGENCY ACCESS
EASEMENT DETAIL
(ORB 5104, PG 85)



DENOTES LIMITS OF EMERGENCY
ACCESS EASEMENT
(ORB 5104, PG 85)

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	140.00'	31°32'37"	77.08'	76.11'	N74°40'22"E
C2	330.00'	28°06'16"	161.87'	160.25'	S72°57'12"W
C3	270.00'	3°49'24"	18.02'	18.01'	S84°19'43"W
C4	270.00'	7°35'38"	35.78'	35.76'	S78°37'12"W
C5	270.00'	8°05'00"	38.09'	38.06'	S70°46'53"W
C6	270.00'	7°50'19"	36.94'	36.91'	S62°49'14"W
C7	200.00'	19°36'47"	68.46'	68.13'	N68°42'28"E
C8	330.00'	10°45'32"	61.97'	61.88'	S83°23'39"E
C9	330.00'	11°32'27"	66.47'	66.36'	S83°47'06"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N00°26'40"E	59.41'
L2	N00°26'40"E	0.73'
L3	N58°54'04"E	42.03'
L5	N23°15'38"W	24.91'
L5	N23°15'38"W	67.12'
L6	N23°15'38"W	42.21'
L7	N89°33'20"W	17.09'



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WATERBROOKE PHASE 4

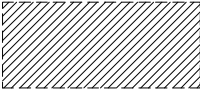
THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

PAGE

SHEET 12 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND

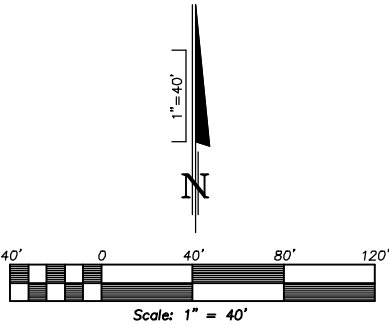
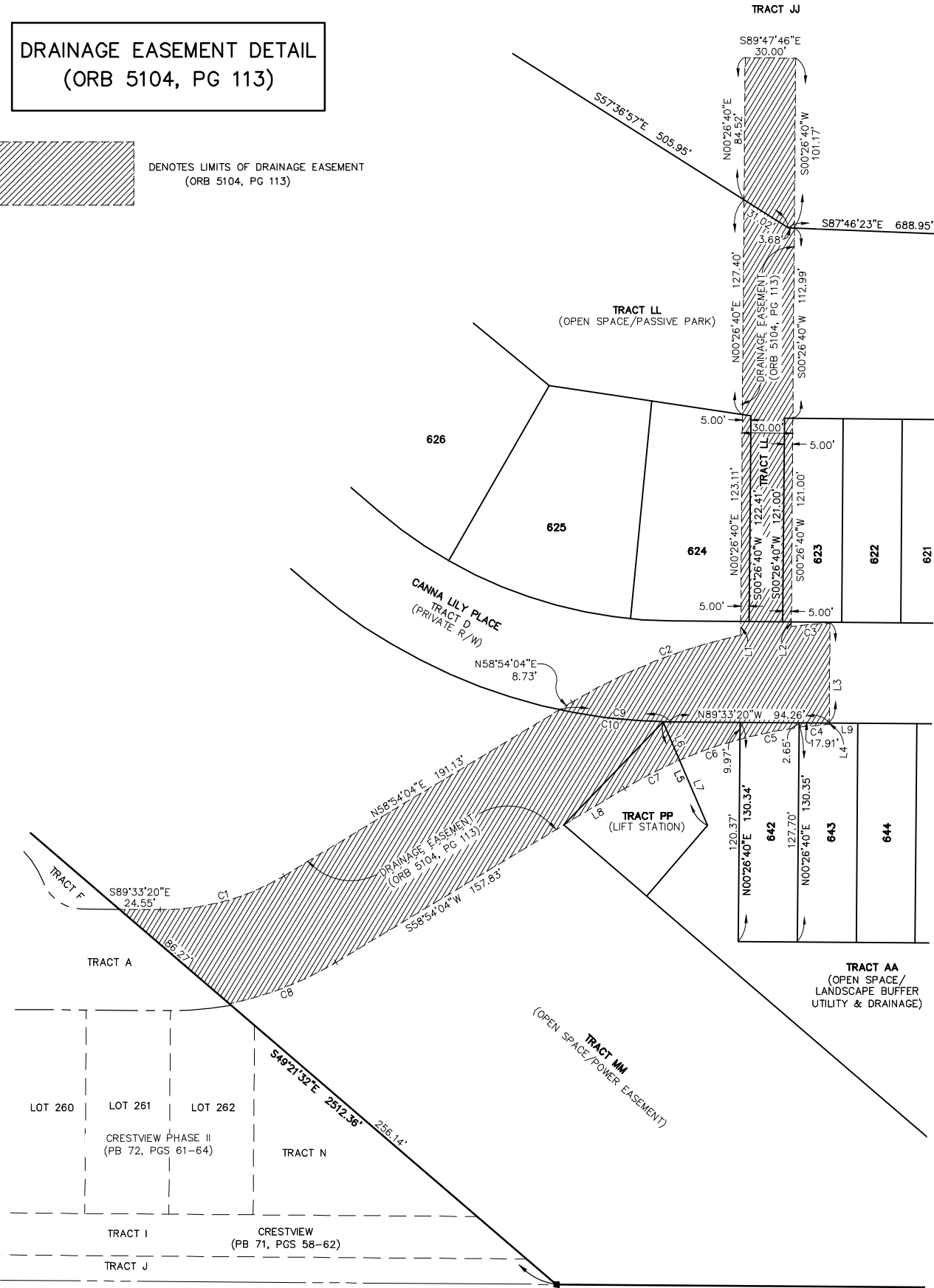
DRAINAGE EASEMENT DETAIL
(ORB 5104, PG 113)



DENOTES LIMITS OF DRAINAGE EASEMENT
(ORB 5104, PG 113)

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	140.00'	31°32'37"	77.08'	76.11'	N74°40'22"E
C2	330.00'	18°48'00"	108.28'	107.79'	N68°18'04"E
C3	330.00'	4°00'44"	23.11'	23.10'	N84°59'59"E
C4	270.00'	3°49'24"	18.02'	18.01'	S84°19'43"W
C5	270.00'	7°35'38"	35.78'	35.76'	S78°37'12"W
C6	270.00'	8°05'00"	38.09'	38.06'	S70°46'53"W
C7	270.00'	7°50'19"	36.94'	36.91'	S62°49'14"W
C8	200.00'	19°36'47"	68.46'	68.13'	S68°42'28"W
C9	330.00'	11°32'27"	66.47'	66.36'	S83°47'06"E
C10	330.00'	10°45'32"	61.97'	61.88'	S83°23'39"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	S00°26'40"W	8.13'
L2	S00°26'40"W	2.79'
L3	S00°26'40"W	59.41'
L4	S00°26'40"W	0.73'
L5	N23°15'38"W	67.12'
L6	N23°15'38"W	24.91'
L7	N23°15'38"W	42.21'
L8	S58°54'04"W	42.03'
L9	N89°33'20"W	17.09'



WATERBROOKE PHASE 4

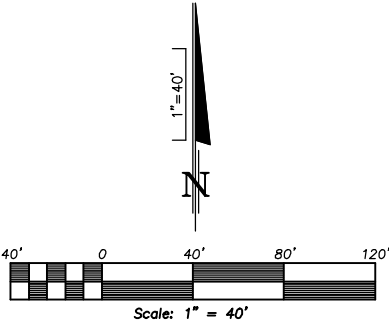
THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

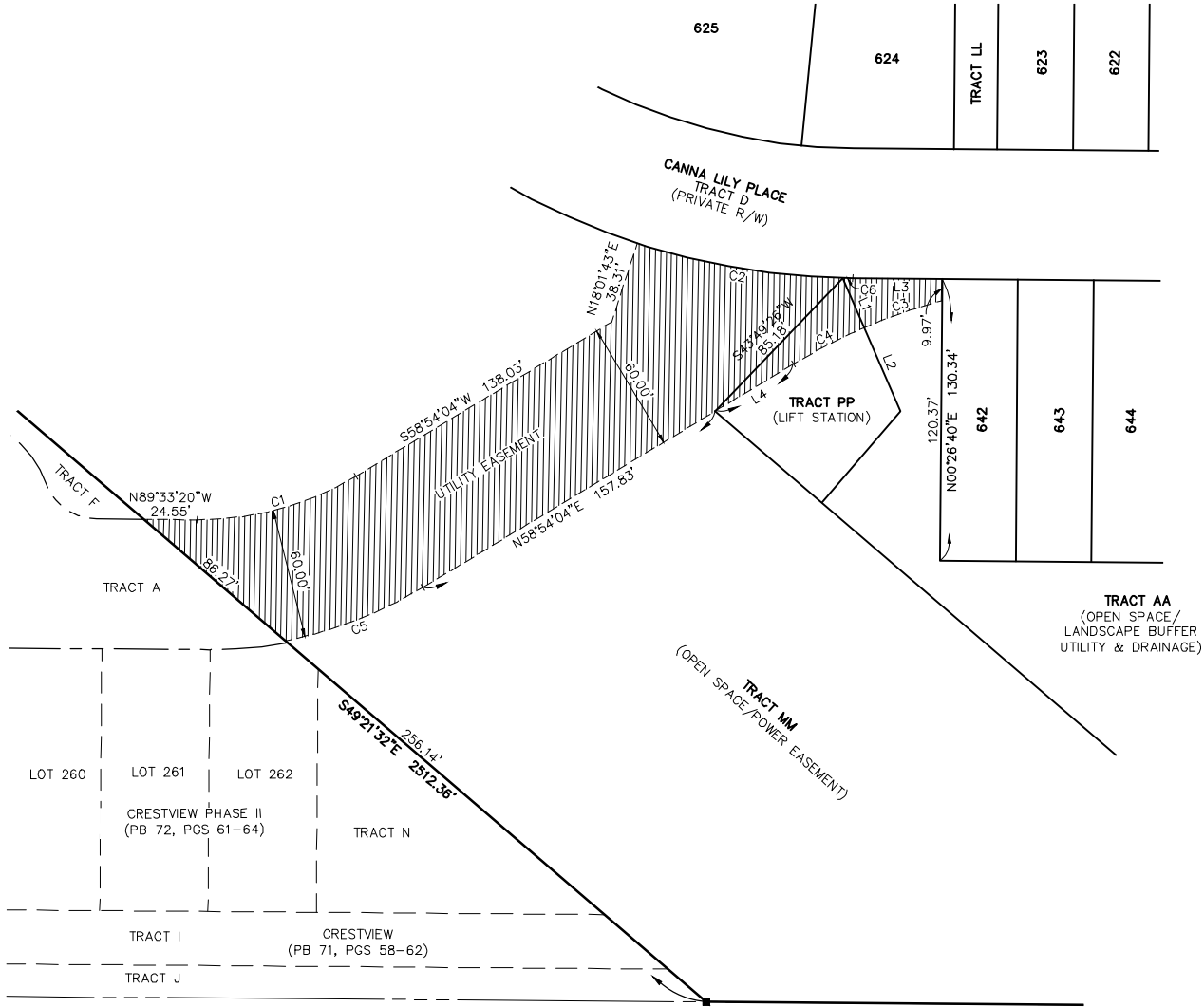
PAGE

SHEET 13 OF 13
SEE SHEET 1 FOR NOTES AND LEGEND

UTILITY EASEMENT DETAIL



DENOTES LIMITS OF
UTILITY EASEMENT
(BY THIS PLAT)



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	140.00'	31°32'37"	77.08'	76.11'	N74°40'22"E
C2	330.00'	16°48'08"	96.77'	96.43'	S80°22'21"E
C3	270.00'	8°05'00"	38.09'	38.06'	S70°46'53"W
C4	270.00'	7°50'19"	36.94'	36.91'	S62°49'13"W
C5	200.00'	19°36'47"	68.46'	68.13'	N68°42'28"E
C6	330.00'	0°46'55"	4.50'	4.50'	S89°09'52"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N23°15'38"W	24.91'
L2	N23°15'38"W	42.21'
L3	N89°33'20"W	41.35'
L4	N58°54'04"E	42.03'



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
School Resource Officer Contract		
Requested Action		
Staff Report		
MOU Agreement between the school board of Lake County and the City of Clermont for the School Resource Officer Program for the 2021-2022 school year		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City of Clermont SY21-22 SRO (REVISED)	City of Clermont SY21-22 SRO (REVISED).pdf	

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF CLERMONT, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2021-2022]**

This **AGREEMENT** is entered into by and between the **City of Clermont**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking three (3) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place three (3) **City of Clermont** Police Officers at **Clermont Elementary (1), Cypress Ridge Elementary (1), and Lost Lake Elementary (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide three (3) sworn **City of Clermont** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2021 through the last day of school for students in May 2022.

2. Compensation. The SCHOOL BOARD will pay the **City of Clermont** the sum of Two hundred sixty-eight thousand one hundred ninety-nine (\$268,199.00) Dollars for services of the three (3) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2021. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the

event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school

to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers

Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Clermont Police Department

3600 U.S. 27
Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
William J. Mathias, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF CLERMONT

By: _____
Tim Murry, Mayor

Date: _____

Approved as to form:

Attest: _____
Tracy Ackroyd Howe, MMC
City Clerk

Daniel Mantzaris, City Attorney

EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Clermont Police Department’s standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as C Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based management system to sign in and out to verify attendance. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers’ supervisor of the school’s calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated

school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the

attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Utility Impact Fee Agreement		
Requested Action		
Recommend approval of a Utility Impact Fee Credit Agreement with South Lake Crossings I,LLC in the amount up to \$3,780,589.91 for Water and Sewer and Main up-sizing		
Staff Report		
The City of Clermont Water and Sewer Master Plans require substantial infrastructure improvements in the area of the approved Wellness Way residential development. The City of Clermont Code of Ordinances allows the City to elect to increase the size of proposed Water and Sewer Mains and to offer impact fee credits for cost of the up-sized infrastructure. Staff recommends approval of a Utility Impact Fee Credit Agreement with South Lake Crossings I,LLC in the amount up to \$3,780,589.91 for Water and Sewer and Main up-sizing.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Utility Impact Fee Credit Agreement	Utility Impact Fee Credit Agreement.PDF	

Utility Impact Fee Credit Agreement

This Utility Impact Fee Credit Agreement (this “Agreement”) is made and entered into between the **CITY OF CLERMONT**, a political subdivision of the State of Florida, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the “City”) and **SOUTH LAKE CROSSINGS I, LLC**, a Florida limited liability company (“SLC I”), and **SOUTH LAKE CROSSINGS III, LLC**, a Florida limited liability company (“SLC III”), and their successors and assigns (SLC I and SLC III are collectively referred to as “Developer”) (the City and the Developer are together, the “Parties”).

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Clermont, Lake County, Florida as more particularly described and shown on **Exhibit A** attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, in accordance with Planned Unit Development (PUD) Ordinance No. 2019-06 adopted by the City of Clermont City Council (the “Wellness Way PUD”), the Property shall be developed for up to 1,850 dwelling units (the “Project”); and

WHEREAS, it is mutually understood by the Parties and agreed to by the Parties, that the Developer has agreed to construct certain improvements that are not required to serve Developer’s Project and, therefore, provides a benefit to City’s overall water and wastewater utility system; and

WHEREAS, the Parties desire to reduce to writing, and have ratified and confirmed, the specific terms and conditions of their understanding and agreement related to the Developer’s construction of the Improvements described herein, as well as Developer’s entitlement to impact fee credits from the City for the Developer’s fulfillment of the same.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and are hereby incorporated as a material part of this Agreement as if fully set forth herein.
2. **Construction of Improvements.** Developer hereby acknowledges and agrees that Developer shall, at Developer’s sole expense, design and construct the following utilities (together, the “Improvements”) as set forth in the Construction Plans for Wellness Way Off-site Utilities and Master Lift Station (SITE2105-0002) prepared by VHB, dated May 6, 2021, which will receive final approval by the City of Clermont.

The approximate location and dimensions for the force main and potable water main (collectively, the “Utility Mains”) are more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof, and the approximate location and dimensions for the lift

station are more particularly described on **Exhibit C** attached hereto and by this reference made a part hereof.

3. Plans and Specifications. Developer shall deliver to the City for the City's review and approval the final alignment and design specifications for the construction of the Improvements (the "Plans and Specifications"), to be prepared by VHB, which shall also include all then current cost estimates for the completion of the Improvements specified in the Plans and Specifications. Once approved, the final Plans and Specifications shall become a material part of this Agreement and shall be used by the Developer for the purpose of obtaining all permits necessary for the construction of the Improvements.

4. Permits. Developer shall design the Improvements in a manner sufficient to satisfy the applicable government permitting requirements.

5. Impact Fee Credits. In consideration of the obligations set forth herein, the Parties acknowledge and agree:

a. City shall provide Developer with water and wastewater impact fee credits in the actual amount incurred by Developer and not to exceed the amount as set forth in **Exhibit D**, column "City of Clermont Impact Fee Credit Portion", attached hereto and by this reference made a part hereof.

b. The impact fee credits shall be available to Developer upon the completion by Developer and acceptance by the City of the construction of the Improvements and confirmation by City of the actual cost of the improvements in substantial accordance with **Exhibit D**. Developer shall provide such reasonable documentation as may be requested by City for purposes of City's determination and confirmation as set forth herein.

c. Developer shall have the authority to assign or transfer any impact fee credits granted pursuant to this Agreement from the Property to another property or development in the City's Utility Service Area.

6. Concurrency. The City hereby acknowledges and agrees that (i) the Improvements to be constructed pursuant to this Agreement will satisfy the minimum requirements for concurrency related to water and wastewater services and facilities as set forth in Section 90-4 of the City Code, (ii) upon completion of the Improvements, there will be sufficient water and wastewater facilities to meet the adopted levels of service for Developer's intended use of the Property as set forth in Section 90-9 of the City Code, and (iii) the City shall reserve and ensure that there is sufficient water and wastewater capacity as may be necessary for Developer's intended use of the Property.

7. Approvals. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

8. Indemnification. The Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City, its officials, agents, and

employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to construction of the Improvements or this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the City, or claims, asserted by property owners for damages arising from the performance of the obligations contained in this Agreement.

9. Term and Nature of Agreement. With the exception of the warranty requirements set forth herein, this Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If the Developer is unable to obtain all necessary approvals for the construction of the Improvements from the City or any other governmental agency, or is unable to negotiate a construction contract for the Improvements acceptable to Developer in its sole discretion, the sole remedy to the City shall be the termination of this Agreement, and Developer shall not be liable for, and the City shall not seek from the Developer, either damages or specific performance of this Agreement; provided, however, that the conveyance of any property completed prior to the termination of this Agreement shall not be affected.

10. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

11. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, or (iii) sent via overnight courier delivery service, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

South Lake Crossings I, LLC
South Lake Crossings II, LLC
Attn: Thomas J. Karr, Jr.
Post Office Box 135
Windermere, Florida 34786

City:

City of Clermont
Attn: Susan Carroll Dauderis, City Manager
685 W. Montrose Street, 3rd Floor
Clermont, Florida 34711

With a copy to:

Contract Purchaser:
Lennar Homes, LLC
Attn: Brock Nicholas, Division President
6675 Westwood Blvd, 5th floor
Orlando, Florida 32821

With a copy to:

City of Clermont
Attn: Dan Mantzaris, Esq.
City Attorney
332 N. Magnolia Avenue
Orlando, Florida 32801

With a copy to:

Shutts & Bowen LLP
Attn: Daniel T. O'Keefe, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

With a copy to:

Lennar Corporation
Attn: General Counsel
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172

12. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

14. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. For purposes of the time requirements hereunder, such time frames shall, unless otherwise specifically stated herein, (i) not include the day from which the period commences; (ii) if less than six (6) days, be construed to exclude any Saturday, Sunday or legal holiday; and (iii) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such condition or covenant is to be performed, such period shall extend to the first business day thereafter.

15. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

16. Construction of Agreement. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

17. Public Records. The Developer shall allow public access to all documents, papers, letters or other materials subject to the provisions of Section 119.0701, Florida Statutes, and which have been made or received by the Developer in conjunction with this Agreement.

18. Records and Audits. The Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the City upon five (5) business day's prior written notice.

19. Equal Opportunity Employment. The Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

20. Authority. Each of the Parties hereto represent and warrant to each other that they have all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, and that this Agreement shall be valid, binding, and enforceable against the Parties, their successors and assigns.

21. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

22. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

23. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

24. Assignment. The terms and conditions contained herein may be assigned by the Developer, without the consent of the City, to: (i) a community development district created in accordance with applicable law; (ii) any future owner of all or any portion of the Property; and/or (iii) any party listed on **Exhibit E** attached hereto and incorporated herein by this reference. It is understood and agreed by the Parties that upon such assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

25. Disclaimer of Third Party Beneficiaries. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the City.

26. Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

27. Land Use Approvals. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project, nor shall this Agreement be deemed to reduce eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: City through its Mayor, and Developer through its duly authorized representative.

CITY:

CITY OF CLERMONT

By: _____
Tim Murry, Mayor

This _____ day of _____, 2021

Attest:

Tracy Ackroyd Howe, City Clerk

Approved as to form:

City Attorney
Daniel F Mantzaris, Esquire

Signed, sealed and delivered in
the presence of two (2) witnesses:

DEVELOPER:

SOUTH LAKE CROSSINGS I, LLC, a Florida limited
liability company

Print Name: _____

By: _____
Thomas J. Karr, Jr., Manager

Print Name: _____

This _____ day of _____, 2021

SOUTH LAKE CROSSINGS III, LLC, a Florida limited
liability company

Print Name: _____

By: _____
Thomas J. Karr, Jr., Manager

Print Name: _____

This _____ day of _____, 2021

EXHIBIT A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: PHASE 1

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 2935.42 feet; thence departing said North line run South 01°10'37" West for a distance of 72.34 feet to the point on curvature of a curve, concave Easterly having a radius of 430.00 feet, with a chord bearing of South 08°31'05" East and a chord distance of 144.83 feet; thence run Southerly through a central angle of 19°23'25" along the arc of said curve for a distance of 145.52 feet to a point on a non tangent line; thence run South 51°58'40" West for a distance of 88.74 feet; thence run South 48°03'28" West for a distance of 55.59 feet; thence run South 45°02'17" West for a distance of 55.59 feet; thence run South 42°01'07" West for a distance of 55.59 feet; thence run South 39°00'05" West for a distance of 55.51 feet; thence run South 35°59'09" West for a distance of 55.53 feet; thence run South 32°49'09" West for a distance of 61.08 feet; thence run South 30°29'27" West for a distance of 24.66 feet; thence run South 28°15'59" West for a distance of 57.25 feet; thence run South 25°12'07" West for a distance of 55.59 feet; thence run South 22°10'57" West for a distance of 55.59 feet; thence run South 19°09'55" West for a distance of 55.51 feet; thence run South 16°08'59" West for a distance of 55.53 feet; thence run South 12°28'30" West for a distance of 79.77 feet to a point on a non tangent curve, concave Southerly having a radius of 1105.00 feet, with a chord bearing of South 89°53'19" West and a chord distance of 44.76 feet; thence run Easterly through a central angle of 02°19'15" along the arc of said curve for a distance of 44.76 feet to a point on a non tangent line; thence run South 01°55'12" East for a distance of 195.02 feet to a point on a non tangent curve, concave Southwesterly having a radius of 910.00 feet, with a chord bearing of South 57°00'13" East and a chord distance of 1021.13 feet; thence run Southeasterly through a central angle of 68°15'31" along the arc of said curve for a distance of 1084.12 feet to a point of reverse curvature of a curve, concave Northeasterly having a radius of 1830.00 feet, with a chord bearing of South 32°11'36" East and a chord distance of 592.66 feet; thence run Southeasterly through a central angle of 18°38'16" along the arc of said curve for a distance of 595.28 feet to a point of reverse curvature of a curve, concave Southwesterly having a radius of 570.00 feet, with a chord bearing of South 20°31'44" East and a chord distance of 408.23 feet; thence run Southeasterly through a central angle of 41°58'00" along the arc of said curve for a distance of 417.50 feet to a point on a non tangent line; thence run South 00°27'16" West for a distance of 160.92 feet; thence run South 89°32'44" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 21.03 feet, with a chord bearing of South 45°30'45" East and a chord distance of 35.95 feet; thence run Southeasterly through a central angle of 117°29'05" along the arc of said curve for a distance of 43.11 feet to a point on a non tangent line; thence run South 02°04'51" West for a distance of 60.12 feet to a point on a non tangent curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°27'57" West and a chord distance of 34.74 feet; thence run Southwesterly through a central angle of 88°01'23" along the arc of said curve for a distance of 38.41 feet to a point of tangency; thence run South 00°27'16" West for a distance of 5.02 feet; thence run North 89°32'44" West for a distance of 60.00 feet to a point on a non tangent curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 46°10'19" West and a chord distance of 36.34 feet; thence run Northwesterly through a central angle of 93°15'11" along the arc of said curve for a distance of 40.69 feet to a point of compound curvature of a curve, concave Southerly having a radius of 4970.00

feet, with a chord bearing of South 86°42'31" West and a chord distance of 85.52 feet; thence run Westerly through a central angle of 00°59'09" along the arc of said curve for a distance of 85.52 feet to a point on a non tangent curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of South 09°54'50" West and a chord distance of 7.56 feet; thence run Southerly through a central angle of 18°55'08" along the arc of said curve for a distance of 7.59 feet to a point of tangency; thence run South 00°27'16" West for a distance of 33.41 feet to a point of curvature of a curve, concave Westerly having a radius of 1057.00 feet, with a chord bearing of South 06°24'24" West and a chord distance of 219.22 feet; thence run Southerly through a central angle of 11°54'17" along the arc of said curve for a distance of 219.62 feet to a point of tangency; thence run South 12°21'33" West for a distance of 496.83 feet; concave Easterly having a radius of 1343.00 feet, with a chord bearing of South 08°15'16" West and a chord distance of 192.26 feet; thence run Southerly through a central angle of 08°12'33" along the arc of said curve for a distance of 192.42 feet to a point of compound curvature of a curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of South 08°31'58" East and a chord distance of 10.10 feet; thence run Southerly through a central angle of 25°21'56" along the arc of said curve for a distance of 10.18 feet to a point on a non tangent curve, concave Northerly having a radius of 2170.00 feet, with a chord bearing of South 88°43'22" East and a chord distance of 62.32 feet; thence run Easterly through a central angle of 01°38'44" along the arc of said curve for a distance of 62.32 feet to a point of tangency; thence run South 89°32'44" East for a distance of 25.37 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 47°45'19" East and a chord distance of 33.91 feet; thence run Northeasterly through a central angle of 85°23'53" along the arc of said curve for a distance of 37.26 feet to a point of compound curvature of a curve, concave Westerly having a radius of 1230.00 feet, with a chord bearing of North 05°16'41" East and a chord distance of 9.51 feet; thence run Northerly through a central angle of 00°26'36" along the arc of said curve for a distance of 9.51 feet to a point on a non tangent line; thence run South 84°30'02" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 42°01'23" East and a chord distance of 36.88 feet; thence run Southeasterly through a central angle of 95°02'42" along the arc of said curve for a distance of 41.47 feet to a point on a non tangent line; thence run South 00°27'16" West for a distance of 60.00 feet; thence run North 89°32'44" West for a distance of 4.44 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 45°27'16" West and a chord distance of 35.36 feet; thence run Southwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 00°27'16" West for a distance of 85.00 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 44°32'44" East and a chord distance of 35.36 feet; thence run Southeasterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet; to a point of tangency; thence run South 89°32'44" East for a distance of 1446.45 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°27'16" West along said West right of way line for a distance of 120.00 feet; thence departing said West right of way line run North 89°32'44" West for a distance of 1638.10 feet to the point of curvature of a curve, concave Northerly having a radius of 2200.00 feet, with a chord bearing of North 84°48'10" West and a chord distance of 363.81 feet; thence run Westerly through a central angle of 09°29'09" along the arc of said curve for a distance of 364.23 feet to a point on a non tangent line; thence run South 09°56'25" West for a distance of 87.26 feet; thence run South 25°12'49" West for a distance of 73.34 feet; thence run South 25°12'49" West for a distance of 275.14 feet; thence run South 25°35'31" West for a distance of 56.27 feet; thence run South 18°58'47" West for a distance of 56.27 feet; thence run South 18°07'12" West for a distance of 56.19 feet; thence run South 14°17'47" West for a distance of 56.19 feet; thence run South 10°35'59" West for a distance of 56.18 feet; thence run South 07°32'24" West for a distance of 56.17 feet; thence run South 04°16'15" West for a distance of 74.88 feet to a point on a non tangent curve, concave Southeasterly having a radius of 85.00 feet, with a chord bearing of South 50°31'08" West and a chord distance of 63.94 feet; thence run Southwesterly through a central angle of 44°11'21" along the arc of said curve for a distance of 65.56 feet to a point on a non tangent line; thence run North 89°32'44" West for a distance of 139.12 feet; thence run South 00°47'57" West for a

distance of 393.58 feet to a point on the North line of Parcel 122 as recorded in Official Records Book 849, Page 2162 of the Public Records of Lake County, Florida; thence run the following three courses along the perimeter line of said Parcel 122: North 89°12'03" West for a distance of 17.48 feet; thence run South 00°23'38" West for a distance of 50.00 feet; thence run South 89°12'03" East for a distance of 17.13 feet; thence departing said perimeter line, run South 00°47'57" West for a distance of 30.00 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence run North 89°12'03" West along said South line for a distance of 166.38 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2587.54 feet to a point 60.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 60.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 250.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°51'21" West, and a chord distance of 798.16 feet; thence run Northwesterly through a central angle of 27°37'14" along the arc of said curve for a distance of 805.94 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°51'50" West, and a chord distance of 35.03 feet; thence run Southwesterly through a central angle of 88°56'24" along the arc of said curve for a distance of 38.81 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run North 00°23'38" East along said parallel line for a distance of 143.33 feet to a point on the South line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22 for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a nan tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet

to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.

Less and except therefrom:

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 16,463,762 square feet or 377.96 acres, more or less.

LEGAL DESCRIPTION: PHASE 2, NORTH PARCEL

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 2995.44 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 974.43 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West continuing along the aforesaid West right of way line of Five Mile Road for a distance of 1261.38 feet to a point herein after known as POINT A for the purposes of this description; thence departing said West right of way line run North 89°32'44" West for a distance of 1446.45 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 44°32'44" West and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 00°27'16" East for a distance of 85.00 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 45°27'16" East and a chord distance of 35.36 feet; thence run Northeasterly through a central angle of 90°00'00" along

the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 89°32'44" East for a distance of 4.44 feet; thence run North 00°27'16" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 42°01'23" West and a chord distance of 36.88 feet; thence run Northwesterly through a central angle of 95°02'42" along the arc of said curve for a distance of 41.47 feet to a point on a non tangent line; thence run North 84°30'02" West for a distance of 60.00 feet to a point on a non tangent curve, concave Westerly having a radius of 1230.00 feet, with a chord bearing of South 05°16'41" West and a chord distance of 9.51 feet; thence run Southerly through a central angle of 00°26'36" along the arc of said curve for a distance of 9.51 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of South 47°45'19" West and a chord distance of 33.91 feet; thence run Southwesterly through a central angle of 85°23'53" along the arc of said curve for a distance of 37.26 feet to a point of tangency; thence run North 89°32'44" West for a distance of 25.37 feet to the point of curvature of a curve, concave Southerly having a radius of 2170.00 feet, with a chord bearing of North 88°43'22" West and a chord distance of 62.32 feet; thence run Westerly through a central angle of 01°38'44" along the arc of said curve for a distance of 62.32 feet to a point on a non tangent curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of North 08°31'58" West and a chord distance of 10.10 feet; thence run Northerly through a central angle of 25°21'56" along the arc of said curve for a distance of 10.18 feet to a point of compound curvature of a curve, concave Easterly having a radius of 1343.00 feet, with a chord bearing of North 08°15'16" East and a chord distance of 192.26 feet; thence run Northerly through a central angle of 08°12'33" along the arc of said curve for a distance of 192.42 feet to a point of tangency; thence run North 12°21'33" East for a distance of 496.83 feet to a point of curvature of a curve, concave Westerly having a radius of 1057.00 feet, with a chord bearing of North 06°24'24" East and a chord distance of 219.22 feet; thence run Northerly through a central angle of 11°54'17" along the arc of said curve for a distance of 219.62 feet to a point of tangency; thence run North 00°27'16" East for a distance of 33.41 feet to a point of curvature of a curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of North 09°54'50" East and a chord distance of 7.56 feet; thence run Northerly through a central angle of 18°55'08" along the arc of said curve for a distance of 7.59 feet to a point on a non tangent curve, concave Southerly having a radius of 4970.00 feet, with a chord bearing of North 86°42'31" East and a chord distance of 85.52 feet; thence run Easterly through a central angle of 00°59'09" along the arc of said curve for a distance of 85.52 feet to a point of compound curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of South 46°10'19" East and a chord distance of 36.34 feet; thence run Southeasterly through a central angle of 93°15'11" along the arc of said curve for a distance of 40.69 feet to a point on a non tangent line; thence run South 89°32'44" East for a distance of 60.00 feet; thence run North 00°27'16" East for a distance of 5.02 feet to a point of curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 44°27'57" East and a chord distance of 34.74 feet; thence run Northeasterly through a central angle of 88°01'23" along the arc of said curve for a distance of 38.41 feet to a point on a non tangent line; thence run North 02°04'51" East for a distance of 60.12 feet to a point on a non tangent curve, concave Northeasterly having a radius of 21.03 feet, with a chord bearing of North 45°30'45" West and a chord distance of 35.95 feet; thence run Northwesterly through a central angle of 117°29'05" along the arc of said curve for a distance of 43.11 feet to a point on a non tangent line; thence run North 89°32'44" West for a distance of 60.00 feet; thence run North 00°27'16" East for a distance of 160.92 feet to a point of curvature of a curve, concave Southwesterly having a radius of 570.00 feet, with a chord bearing of North 20°31'44" West and a chord distance of 408.23 feet; thence run Northwesterly through a central angle of 41°58'00" along the arc of said curve for a distance of 417.50 feet to a point of reverse curvature of a curve, concave Northeasterly having a radius of 1830.00 feet, with a chord bearing of North 32°11'36" West and a chord distance of 592.66 feet; thence run Northwesterly through a central angle of 18°38'16" along the arc of said curve for a distance of 595.28 feet to a point of reverse curvature of a curve, concave Southwesterly having a radius of 910.00 feet, with a chord bearing of North 57°00'13" West and a chord distance of 1021.13 feet; thence run Northwesterly through a central angle of 68°15'31" along the arc of said curve for a distance of 1084.12 feet to a point on a non tangent line; thence run North 01°55'12" West for a distance of 195.02 feet to a point on a non tangent curve, concave Southerly having a

radius of 1105.00 feet, with a chord bearing of North 89°53'19" East and a chord distance of 44.76 feet; thence run Easterly through a central angle of 02°19'15" along the arc of said curve for a distance of 44.76 feet to a point on a non tangent line; thence run North 12°28'30" East for a distance of 79.77 feet; thence run North 16°08'59" East for a distance of 55.53 feet; thence run North 19°09'55" East for a distance of 55.51 feet; thence run North 22°10'57" East for a distance of 55.59 feet; thence run North 25°12'07" East for a distance of 55.59 feet; thence run North 28°15'59" East for a distance of 57.25 feet; thence run North 30°29'27" East for a distance of 24.66 feet; thence run North 32°49'09" East for a distance of 61.08 feet; thence run North 35°59'09" East for a distance of 55.53 feet; thence run North 39°00'05" East for a distance of 55.51 feet; thence run North 42°01'07" East for a distance of 55.59 feet; thence run North 45°02'17" East for a distance of 55.59 feet; thence run North 48°03'28" East for a distance of 55.59 feet; thence run North 51°58'40" East for a distance of 88.74 feet to a point on a non tangent curve, concave Easterly having a radius of 430.00 feet, with a chord bearing of North 08°31'05" West and a chord distance of 144.83 feet; thence run Northerly through a central angle of 19°23'25" along the arc of said curve for a distance of 145.52 feet to a point of tangency; thence run North 01°10'37" East for a distance of 72.34 feet to the POINT OF BEGINNING.

Less and except therefrom:

that parcel described in Official Records Book 851, Page 1455:

Parcel 130 (fee simple):

The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 5,611,100 square feet or 128.81 acres, more or less.

LEGAL DESCRIPTION: PHASE 2, SOUTH PARCEL

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the aforementioned POINT A; thence run South 00°27'16" West along the aforesaid West right of way line of Five Mile Road for a distance of 120.00 feet to the POINT OF BEGINNING; thence continue South 00°27'16" West along said West right of way line for a distance of 1299.92 feet to a point on the South line of the Southeast Quarter of aforesaid Section 22; thence departing the aforesaid West right of way line run North 89°12'03" West along the South line of said Section 22 for a distance of 2446.12 feet; thence departing said South line run North 00°47'57" East for a distance of 30.00 feet to a point on the perimeter of Parcel 122 as recorded in Official Records Book 845, Page 567 of the Public Records of Lake County, Florida; thence run the following three courses along said perimeter: South 89°12'03" East for a distance of 17.85 feet; thence run North 00°25'00" East for a distance of 50.00 feet; thence run North 89°12'03" West for a distance of 17.52 feet; thence departing the perimeter of said Parcel 122 run North 00°47'57" East for a distance of 393.58 feet; thence run South 89°32'44" East for a distance of 139.12 feet to a point on a non tangent curve, concave Southeasterly having a radius of 85.00 feet, with a chord bearing of North 50°31'08" East and a chord distance of 63.94 feet; thence run Northeasterly through a central angle of 44°11'21" along the arc of said curve for a distance of 65.56 feet to a point on a non tangent line; thence run North 04°16'15" East for a distance of 74.88 feet; thence run North 07°32'24" East for a distance of 56.17 feet; thence run North 10°35'59" East for a distance of 56.18 feet; thence run North 14°17'47" East for a distance of 56.19 feet; thence run North 18°07'12" East for a distance of 56.19 feet; thence run North 18°58'47" East for a distance of 56.27 feet; thence run North 25°35'31" East for a distance of 56.27 feet;

thence run North 25°12'49" East for a distance of 275.14 feet; thence run North 25°12'49" East for a distance of 73.34 feet; thence run North 09°56'25" East for a distance of 87.26 feet to a point on a non tangent curve, concave Northerly having a radius of 2200.00 feet, with a chord bearing of South 84°48'10" East and a chord distance of 363.81 feet; thence run Easterly through a central angle of 09°29'09" along the arc of said curve for a distance of 364.23 feet to a point of tangency; thence run South 89°32'44" East for a distance of 1638.10 feet to the POINT OF BEGINNING.

Less and except therefrom:

Those parcels described in Official Records Book 845, Page 567:

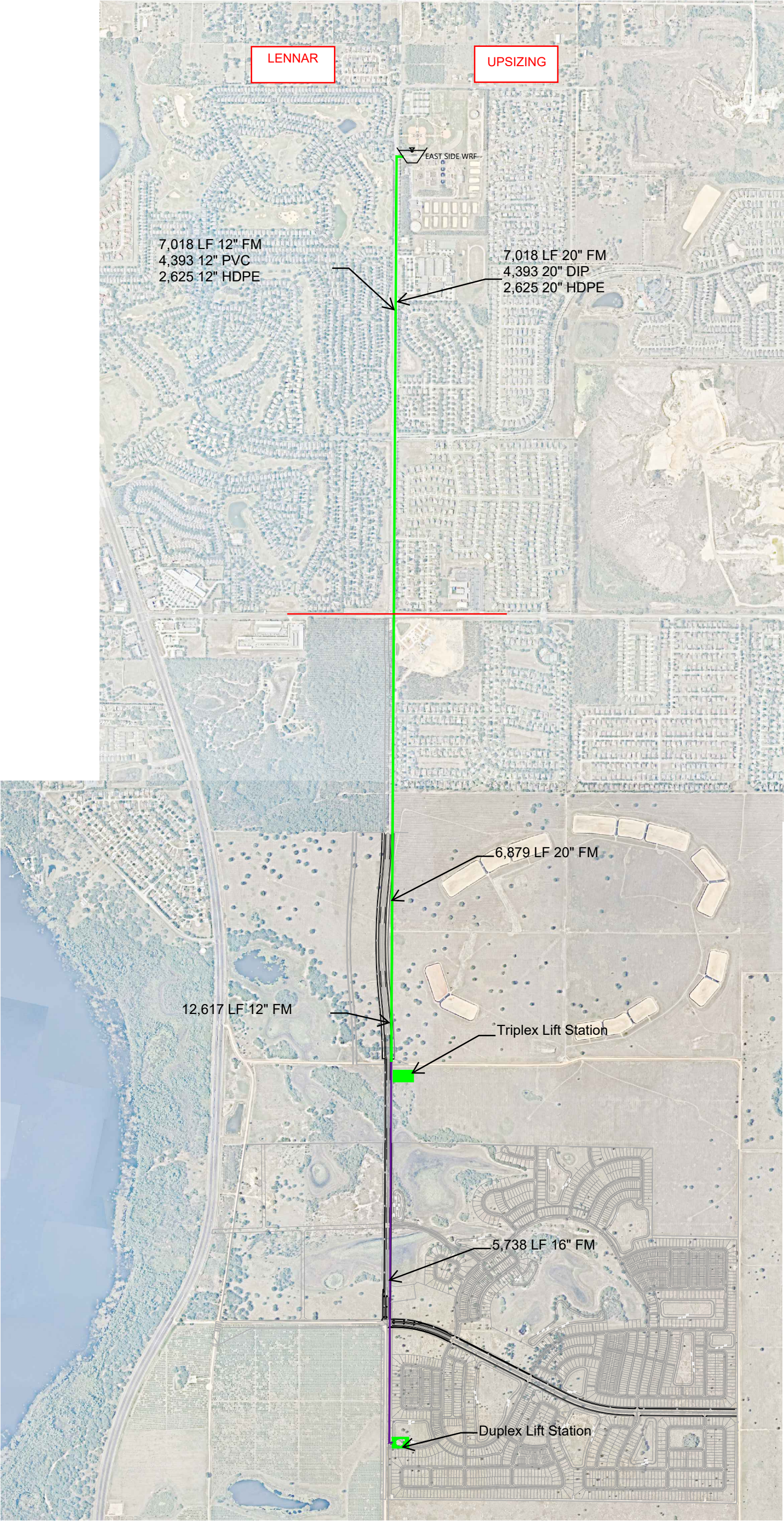
Parcel 129 (fee simple):

The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 2,928,842 square feet or 67.24 acres, more or less.

EXHIBIT B
UTILITY MAINS

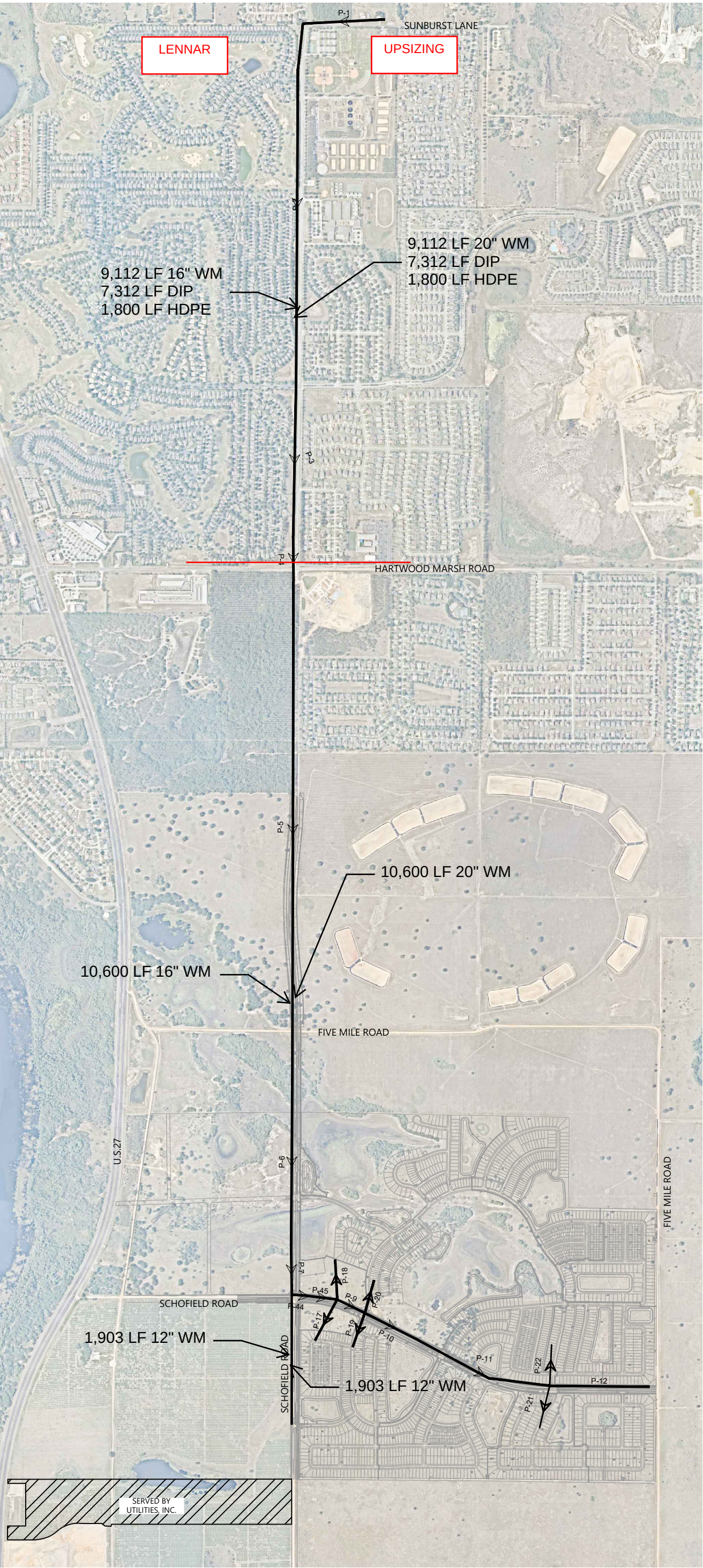
[see immediately following two (2) pages]



0 750 1500 3000Feet



Wellness Way Service Area
Wastewater Master Lift Station
And Forcemain Transmission



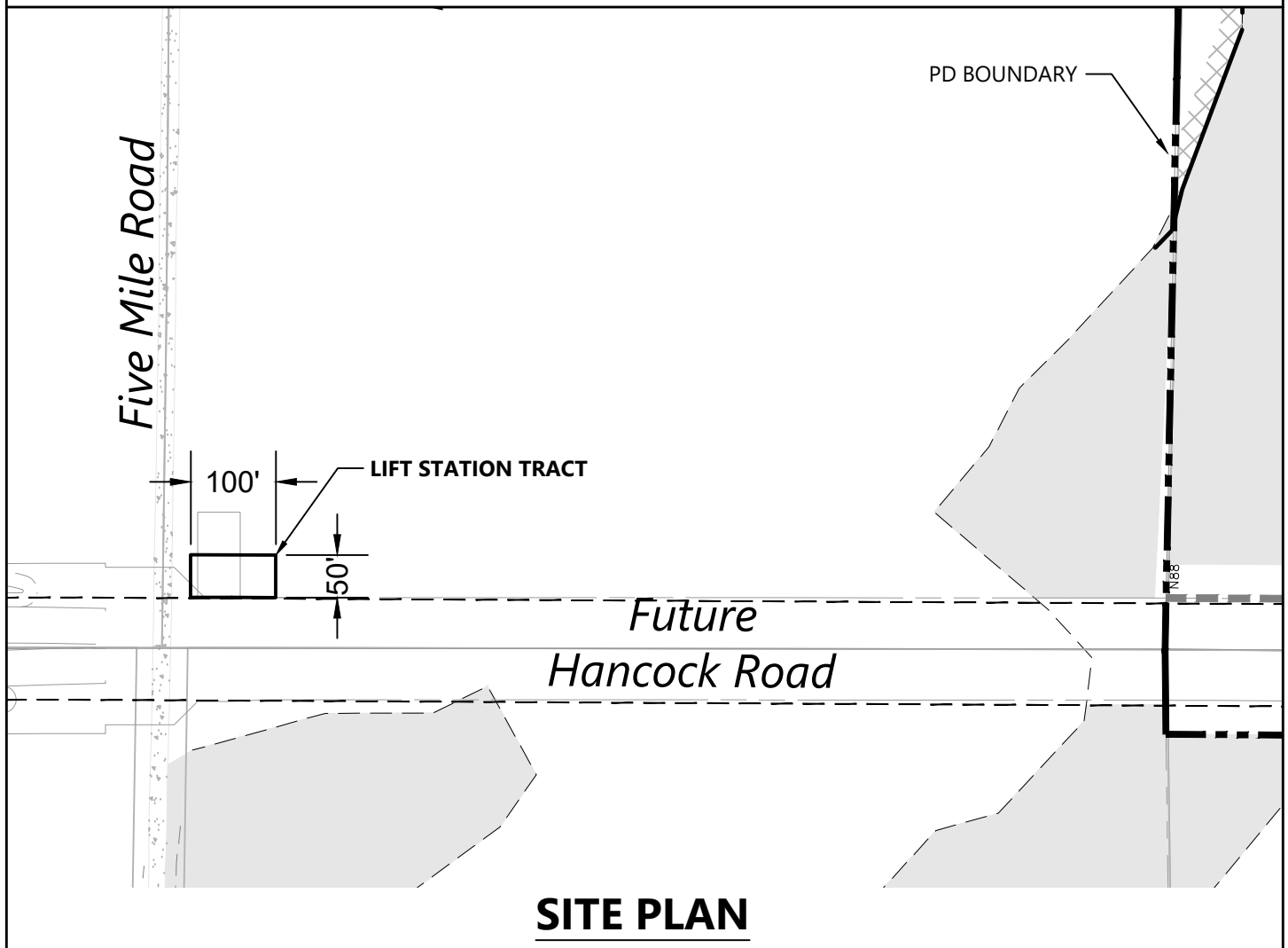
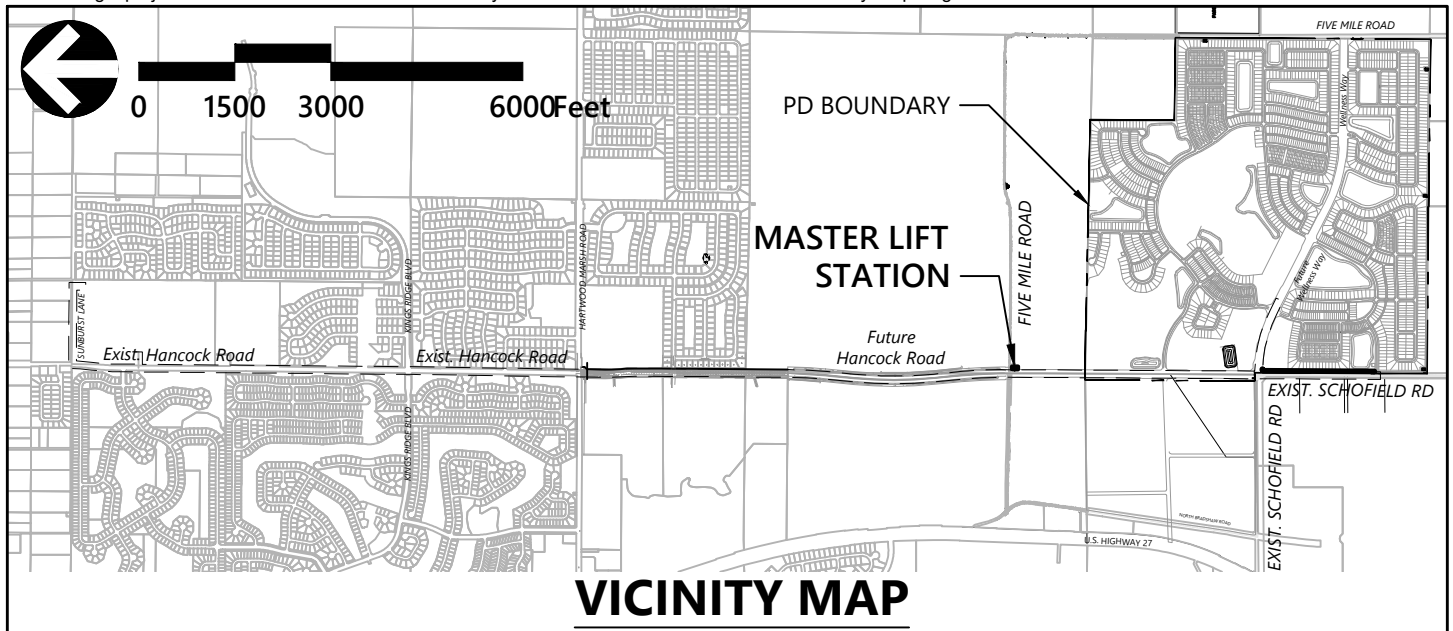
0 750 1500 3000Feet



Wellness Way Service Area
Potable Water Distribution System

EXHIBIT C
LIFT STATION

[see immediately following one (1) page]



225 E. Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Wellness Way PD

Master Site Lift Station Location Plan

June 2021

Exhibit "C"

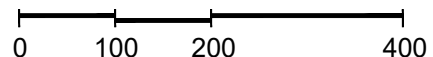


Exhibit D (Cost Estimate)

Wellness Way - Capital Utility Transmission Mains							
Item	Description	Qty	Unit	Material Cost	Total Cost (with labor)	SLC I&II (Lennar) Portion	City of Clermont Impact Fee Credit Portion
ADMINISTRATION							
1	Construction staking	1	LS	\$ 60,598.54	\$ 60,598.54	\$ 60,598.54	\$ -
2	Traffic control	1	LS	\$ 32,279.73	\$ 32,279.73	\$ 32,279.73	\$ -
3	Mobilization	1	LS	\$ 60,498.30	\$ 60,498.30	\$ 60,498.30	\$ -
4	Certified "as-builts"	1	LS	\$ 63,926.52	\$ 63,926.52	\$ 63,926.52	\$ -
5	Engineering	1	LS	\$ 358,000.00	\$ 358,000.00	\$ 272,500.00	\$ 85,500.00
WATER							
6	20" DIP	17,912	LF	\$ 90.79	\$ 2,364,563.12	\$ 1,923,077.10	\$ 441,486.02
7	12" PVC	1,903	LF	\$ 42.50	\$ 128,528.62	\$ 128,528.62	\$ -
8	20" HDPE	1,800	LF	\$ 144.51	\$ 506,952.00	\$ 416,092.30	\$ 90,859.70
9	20" PRV	3	EA	\$ 68,928.31	\$ 206,784.93	\$ 196,626.27	\$ 10,158.66
10	Air release valve & vault	5	EA	\$ 9,247.22	\$ 46,236.10	\$ 41,736.10	\$ 4,500.00
11	Valves and fittings	1	LS	\$ 261,825.53	\$ 261,825.53	\$ 172,957.93	\$ 88,867.60
12	Restoration (Bahia)	33,250	SY	\$ 2.59	\$ 86,117.50	\$ 86,117.50	\$ -
13	Testing and chlorination	1	LS	\$ 14,799.75	\$ 14,799.75	\$ 14,799.75	\$ -
FORCE MAIN							
14	20" DIP	11,272	LF	\$ 137.74	\$ 2,028,734.57	\$ 955,217.47	\$ 1,073,517.10
15	16" DIP	5,738	LF	\$ 104.53	\$ 782,146.78	\$ 426,247.33	\$ 355,899.45
16	20" HDPE	2,635	LF	\$ 144.37	\$ 738,827.65	\$ 500,982.50	\$ 237,845.15
17	Air release valve & vault	5	EA	\$ 9,247.22	\$ 46,236.10	\$ 40,236.10	\$ 6,000.00
18	Valves and fittings	1	LS	\$ 84,187.42	\$ 84,187.42	\$ 41,521.19	\$ 42,666.23
19	Pressure testing	1	LS	\$ 8,877.96	\$ 8,877.96	\$ 8,877.96	\$ -
20	Remove concrete @ 4"	21,965	SF	\$ 0.77	\$ 16,913.05	\$ 16,913.05	\$ -
21	5' sidewalk	4,393	LF	\$ 19.77	\$ 86,849.61	\$ 86,849.61	\$ -
22	Restoration (Bahia)	26,250	SY	\$ 2.59	\$ 67,987.50	\$ 67,987.50	\$ -
Duplex Lift Station (downsized from 160HP to 12 HP pumps)							
23	Piping	1	LS	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ -
24	Electrical	1	LS	\$ 56,000.00	\$ 56,000.00	\$ 204,000.00	\$ (148,000.00)
25	Generator	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 228,000.00	\$ (158,000.00)
26	RTU	1	LS	\$ 108,205.00	\$ 108,205.00	\$ 108,205.00	\$ -
27	Pumps	1	LS	\$ 143,000.00	\$ 143,000.00	\$ 480,000.00	\$ (337,000.00)
28	Wet well / Valve vault / Agregate	1	LS	\$ 126,000.00	\$ 126,000.00	\$ 126,000.00	\$ -
29	Fence / wall	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ -
30	Driveway / curb	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -
31	Crane & trench box	1	LS	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ -
32	Installation	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -
33	Water service	1	LS	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ -
Capital Triplex Lift Station							
34	Piping	1	LS	\$ 156,000.00	\$ 156,000.00	\$ -	\$ 156,000.00
35	Electrical	1	LS	\$ 247,000.00	\$ 247,000.00	\$ -	\$ 247,000.00
36	Generator	1	LS	\$ 228,000.00	\$ 228,000.00	\$ -	\$ 228,000.00
37	RTU	1	LS	\$ 114,000.00	\$ 114,000.00	\$ -	\$ 114,000.00
38	Pumps	1	LS	\$ 720,000.00	\$ 720,000.00	\$ -	\$ 720,000.00
39	ww / vv / aggregate / seals etc...	1	LS	\$ 126,000.00	\$ 126,000.00	\$ -	\$ 126,000.00
40	Fence / wall	1	LS	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
41	Driveway / curb	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ 7,300.00
42	Crane & trench box	1	LS	\$ 20,500.00	\$ 20,500.00	\$ -	\$ 20,500.00
43	Installation	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ 7,300.00
44	Water service	1	LS	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
				SUBTOTAL	\$ 10,365,126.28	\$ 6,928,226.37	\$ 3,436,899.92
				10% CONTINGENCY	\$ 1,036,512.63	\$ 692,822.64	\$ 343,689.99
				TOTAL	\$ 11,401,638.91	\$ 7,621,049.00	\$ 3,780,589.91

EXHIBIT E

PERMITTED ASSIGNEES

1. Wellness Way Community Development District
2. Lennar Homes, LLC



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Resolution No. 2021-041R		
Requested Action		
Staff Report		
The State of Florida has filed an action pending in Pasco County, Florida In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") for harm suffered as a result of the opioid epidemic. By joining the State of Florida and other cities and counties, we will strengthen our position with a unified plan for the allocation and use of prospective settlement dollars from the related litigation. Participation by a large majority of Florida cities and counties will materially increase the amount of funds to Florida, whereas failure to participate will reduce the funds available to the State, the City of Clermont, and every other Florida city and county.		
Additional Analysis		
Fiscal Impact Summary		
\$7,970,46 per year for ten years (estimated).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021-041R - Authorizing MOU for Opiod Litigation Plan (06.25.2021 V1) - R&F BL	2021-041R - Authorizing MOU for Opiod Litigation Plan (06.25.2021 V1) - R&F BL.pdf	
2. 2021-041R Support Document	2021-041R Support Document.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2021-041R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA; AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING OPIOID LITIGATION; PROVIDING FOR TRANSMITTAL; RECORDING; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; AND, FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont, Florida has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Clermont, Florida is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Clermont, and every other Florida city and county.

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

SECTION 1:

The foregoing recitals are to be accepted as fact and are thus incorporated herein.



CITY OF CLERMONT
RESOLUTION NO. 2021-041R

SECTION 2:

The City Council of the City of Clermont finds that participation in the Florida Plan would be in the best interest of the City of Clermont and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

SECTION 3:

The City Council of the City of Clermont hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A”.

SECTION 4:

The City Manager, or their designee, is expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit “A”.

SECTION 5:

The City Manager, or their designee, is hereby empowered by the City Council to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 6: TRANSMITTAL

The City Clerk is directed to furnish a fully executed copy of this Resolution to the Florida Attorney General:

Attorney General Ashley Moody
c/o John M. Guard
The Capitol
PL-01
Tallahassee, FL 32399-1050

SECTION 7: RECORDING

This Resolution shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener’s errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 9: EFFECTIVE DATE

This Resolution shall become effective immediately upon passage.



CITY OF CLERMONT
RESOLUTION NO. 2021-041R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 13th day of July, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2021-041R

EXHIBIT A

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

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CITY OF CLERMONT
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daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

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15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

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3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

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4. **Regional Fund Sliding Scale-** The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. **Opioid Abatement Taskforce or Council -** The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

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- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
 - (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
 - (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
 - (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
 - (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.
6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.
7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.
8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

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members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

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For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.
- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

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9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

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8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

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c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

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mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

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PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

CITY OF CLERMONT
RESOLUTION NO. 2021-041R

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City/County Fund	15%
Regional Fund	35%
Scenario 1	\$ 130,000,000.00
City/County Fund Scenario 1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	\$ 100,000,000.00
City/County Fund Scenario 2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	\$ 70,000,000.00
City/County Fund Scenario 3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,229.46		\$ 123,253.43		\$ 86,277.40	
	Alachua		0.013113332457%	\$ 2,957.10		\$ 1,967.00		\$ 1,376.90	
	Archer		0.000219705515%	\$ 42.84		\$ 32.96		\$ 23.07	
	Gainesville		0.381597611347%	\$ 74,411.53		\$ 57,239.64		\$ 40,067.75	
	Hawthorne		0.000270546460%	\$ 52.76		\$ 40.58		\$ 28.41	
	High Springs		0.011987568663%	\$ 2,337.58		\$ 1,798.14		\$ 1,258.69	
	La Crosse		0.000975056706%	\$ 190.14		\$ 146.26		\$ 102.38	
	Micanopy		0.002113530737%	\$ 412.14		\$ 317.03		\$ 221.92	
	Newberry		0.006102729215%	\$ 1,190.03		\$ 915.41		\$ 640.79	
	Waldo		0.002988721299%	\$ 582.80		\$ 448.31		\$ 313.82	
Baker		0.193173804130%			\$ 87,894.08		\$ 67,610.83		\$ 47,327.58
	Baker County		0.169449240037%	\$ 33,042.60		\$ 25,417.39		\$ 17,792.17	
	Glen St. Mary		0.000096234647%	\$ 18.77		\$ 14.44		\$ 10.10	
	Macclenny		0.023628329446%	\$ 4,607.52		\$ 3,544.25		\$ 2,480.97	
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508772605155%	\$ 99,210.66		\$ 76,315.89		\$ 53,421.12	
	Callaway		0.024953825527%	\$ 4,866.00		\$ 3,743.07		\$ 2,620.15	
	Lynn Haven		0.039205632015%	\$ 7,645.10		\$ 5,880.84		\$ 4,116.59	
	Mexico Beach		0.005614292988%	\$ 1,094.79		\$ 842.14		\$ 589.50	
	Panama City		0.155153855596%	\$ 30,255.00		\$ 23,273.08		\$ 16,291.15	
	Panama City Beach		0.080897023117%	\$ 15,774.92		\$ 12,134.55		\$ 8,494.19	
	Parker		0.008704696178%	\$ 1,697.42		\$ 1,305.70		\$ 913.99	
	Springfield		0.016354442736%	\$ 3,189.12		\$ 2,453.17		\$ 1,717.22	
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74		\$ 22,713.65		\$ 15,899.55	
	Brooker		0.000424885045%	\$ 82.85		\$ 63.73		\$ 44.61	
	Hampton		0.002839829959%	\$ 553.77		\$ 425.97		\$ 298.18	
	Lawtey		0.003400896108%	\$ 663.17		\$ 510.13		\$ 357.09	
	Starke		0.031392468132%	\$ 6,121.53		\$ 4,708.87		\$ 3,296.21	
Brevard		3.878799180444%			\$ 1,764,853.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323022668525%	\$ 452,989.42		\$ 348,453.40		\$ 243,917.38	
	Cape Canaveral		0.045560750209%	\$ 8,884.35		\$ 6,834.11		\$ 4,783.88	
	Cocoa		0.149245411423%	\$ 29,102.86		\$ 22,386.81		\$ 15,670.77	
	Cocoa Beach		0.084363286155%	\$ 16,450.84		\$ 12,654.49		\$ 8,858.15	
	Grant-Valkaria		0.000321387406%	\$ 62.67		\$ 48.21		\$ 33.75	
	Indianalantic		0.024136738902%	\$ 4,706.66		\$ 3,620.51		\$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	\$ 4,112.53		\$ 3,163.49		\$ 2,214.44	
	Malabar		0.002505732317%	\$ 488.62		\$ 375.96		\$ 263.10	
	Melbourne		0.383104682233%	\$ 74,705.41		\$ 57,465.70		\$ 40,225.99	
	Melbourne Beach		0.012091066302%	\$ 2,357.76		\$ 1,813.66		\$ 1,269.56	
	Melbourne Village		0.003782203200%	\$ 737.53		\$ 567.33		\$ 397.13	
	Palm Bay		0.404817397481%	\$ 78,939.39		\$ 60,722.61		\$ 42,505.83	
	Palm Shores		0.000127102364%	\$ 24.78		\$ 19.07		\$ 13.35	
	Rockledge		0.096603243798%	\$ 18,837.63		\$ 14,490.49		\$ 10,143.34	
	Satellite Beach		0.035975416224%	\$ 7,015.21		\$ 5,396.31		\$ 3,777.42	
	Titusville		0.240056418924%	\$ 46,811.00		\$ 36,008.46		\$ 25,205.92	
	West Melbourne		0.051997577066%	\$ 10,139.53		\$ 7,799.64		\$ 5,459.75	
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,286.94		\$ 2,219,200.85
	Broward County		3.966403576878%	\$ 773,448.70		\$ 594,960.54		\$ 416,472.38	
	Coconut Creek		0.101131719448%	\$ 19,720.69		\$ 15,169.76		\$ 10,618.83	
	Cooper City		0.073935445073%	\$ 14,417.41		\$ 11,090.32		\$ 7,763.22	
	Coral Springs		0.323406517664%	\$ 63,064.27		\$ 48,510.98		\$ 33,957.68	
	Dania Beach		0.017807041180%	\$ 3,472.37		\$ 2,671.06		\$ 1,869.74	
	Davie		0.266922227153%	\$ 52,049.83		\$ 40,038.33		\$ 28,026.83	
	Deerfield Beach		0.202423224725%	\$ 39,472.53		\$ 30,363.48		\$ 21,254.44	
	Fort Lauderdale		0.830581264531%	\$ 161,963.35		\$ 124,587.19		\$ 87,211.03	
	Hallandale Beach		0.154950491814%	\$ 30,215.35		\$ 23,242.57		\$ 16,269.80	
	Hillsboro Beach		0.012407006463%	\$ 2,419.37		\$ 1,861.05		\$ 1,302.74	
	Hollywood		0.520164608456%	\$ 101,432.10		\$ 78,024.69		\$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48		\$ 3,421.14		\$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	\$	12,211.90	\$	9,393.77	\$	6,575.64
	Lauderhill		0.144382838130%	\$	28,154.65	\$	21,657.43	\$	15,160.20
	Lazy Lake		0.000021788977%	\$	4.25	\$	3.27	\$	2.29
	Lighthouse Point		0.029131861803%	\$	5,680.71	\$	4,369.78	\$	3,058.85
	Margate		0.143683775129%	\$	28,018.34	\$	21,552.57	\$	15,086.80
	Miramar		0.279280208419%	\$	54,459.64	\$	41,892.03	\$	29,324.42
	North Lauderdale		0.066069624496%	\$	12,883.58	\$	9,910.44	\$	6,937.31
	Oakland Park		0.100430840699%	\$	19,584.01	\$	15,064.63	\$	10,545.24
	Ocean Breeze		0.005381877237%	\$	1,049.47	\$	807.28	\$	565.10
	Parkland		0.045804060448%	\$	8,931.79	\$	6,870.61	\$	4,809.43
	Pembroke Park		0.024597938908%	\$	4,796.60	\$	3,689.69	\$	2,582.78
	Pembroke Pines		0.462832363603%	\$	90,252.31	\$	69,424.85	\$	48,597.40
	Plantation		0.213918725664%	\$	41,714.15	\$	32,087.81	\$	22,461.47
	Pompano Beach		0.335472163493%	\$	65,417.07	\$	50,320.82	\$	35,224.58
	Sea Ranch Lakes		0.005024174870%	\$	979.71	\$	753.63	\$	527.54
	Southwest Ranches		0.025979723178%	\$	5,066.05	\$	3,896.96	\$	2,727.87
	Sunrise		0.286071106146%	\$	55,783.87	\$	42,910.67	\$	30,037.47
	Tamarac		0.134492458472%	\$	26,226.03	\$	20,173.87	\$	14,121.71
	Weston		0.138637811283%	\$	27,034.37	\$	20,795.67	\$	14,556.97
	West Park		0.029553115352%	\$	5,762.86	\$	4,432.97	\$	3,103.08
	Wilton Manors		0.031630331127%	\$	6,167.91	\$	4,744.55	\$	3,321.18
Calhoun		0.047127740781%		\$	21,443.12	\$	16,494.71	\$	11,546.30
	Calhoun County		0.038866087128%	\$	7,578.89	\$	5,829.91	\$	4,080.94
	Altha		0.000366781107%	\$	71.52	\$	55.02	\$	38.51
	Blountstown		0.007896688293%	\$	1,539.85	\$	1,184.50	\$	829.15
Charlotte		0.737346233376%		\$	335,492.54	\$	258,071.18	\$	180,649.83
	Charlotte County		0.690225755587%	\$	134,594.02	\$	103,533.86	\$	72,473.70
	Punta Gorda		0.047120477789%	\$	9,188.49	\$	7,068.07	\$	4,947.65
Citrus		0.969645776606%		\$	441,188.83	\$	339,376.02	\$	237,563.22
	Citrus County		0.929715661117%	\$	181,294.55	\$	139,457.35	\$	97,620.14
	Crystal River		0.021928789266%	\$	4,276.11	\$	3,289.32	\$	2,302.52
	Inverness		0.018001326222%	\$	3,510.26	\$	2,700.20	\$	1,890.14
Clay		1.193429461456%		\$	543,010.40	\$	417,700.31	\$	292,390.22
	Clay County		1.055764891131%	\$	205,874.15	\$	158,364.73	\$	110,855.31
	Green Cove Springs		0.057762577142%	\$	11,263.70	\$	8,664.39	\$	6,065.07
	Keystone Heights		0.000753535443%	\$	146.94	\$	113.03	\$	79.12
	Orange Park		0.078589207339%	\$	15,324.90	\$	11,788.38	\$	8,251.87
	Penney Farms		0.000561066149%	\$	109.41	\$	84.16	\$	58.91
Collier		1.551333376427%		\$	705,856.69	\$	542,966.68	\$	380,076.68
	Collier County		1.354673336030%	\$	264,161.30	\$	203,201.00	\$	142,240.70
	Everglades		0.000148891341%	\$	29.03	\$	22.33	\$	15.63
	Marco Island		0.062094952003%	\$	12,108.52	\$	9,314.24	\$	6,519.97
	Naples		0.134416197054%	\$	26,211.16	\$	20,162.43	\$	14,113.70
Columbia		0.446781150792%		\$	203,285.42	\$	156,373.40	\$	109,461.38
	Columbia County		0.341887201373%	\$	66,668.00	\$	51,283.08	\$	35,898.16
	Fort White		0.000236047247%	\$	46.03	\$	35.41	\$	24.78
	Lake City		0.104659717920%	\$	20,408.64	\$	15,698.96	\$	10,989.27
DeSoto		0.113640407802%		\$	51,706.39	\$	39,774.14	\$	27,841.90
	DeSoto County		0.096884684746%	\$	18,892.51	\$	14,532.70	\$	10,172.89
	Arcadia		0.016755723056%	\$	3,267.37	\$	2,513.36	\$	1,759.35
Dixie		0.103744580900%		\$	47,203.78	\$	36,310.60	\$	25,417.42
	Dixie County		0.098822087921%	\$	19,270.31	\$	14,823.31	\$	10,376.32
	Cross City		0.004639236282%	\$	904.65	\$	695.89	\$	487.12
	Horseshoe Beach		0.000281440949%	\$	54.88	\$	42.22	\$	29.55
Duval		5.434975156935%		\$	2,472,913.70	\$	1,902,241.30	\$	1,331,568.91
	Jacksonville		5.270570064997%	\$	1,027,761.16	\$	790,585.51	\$	553,409.86
	Atlantic Beach		0.038891507601%	\$	7,583.84	\$	5,833.73	\$	4,083.61
	Baldwin		0.002251527589%	\$	439.05	\$	337.73	\$	236.41
	Jacksonville Beach		0.100447182431%	\$	19,587.20	\$	15,067.08	\$	10,546.95
	Neptune Beach		0.022814874318%	\$	4,448.90	\$	3,422.23	\$	2,395.56
Escambia		1.341634449244%		\$	610,443.67	\$	469,572.06	\$	328,700.44
	Escambia County		1.005860871574%	\$	196,142.87	\$	150,879.13	\$	105,615.39
	Century		0.005136751249%	\$	1,001.67	\$	770.51	\$	539.36
	Pensacola		0.330636826421%	\$	64,474.18	\$	49,595.52	\$	34,716.87
Flagler		0.389864712244%		\$	177,388.44	\$	136,452.65	\$	95,516.85
	Flagler County		0.279755934409%	\$	54,552.41	\$	41,963.39	\$	29,374.37
	Beverly Beach		0.000154338585%	\$	30.10	\$	23.15	\$	16.21
	Bunnell		0.009501809575%	\$	1,852.85	\$	1,425.27	\$	997.69
	Flagler Beach		0.015482883669%	\$	3,019.16	\$	2,322.43	\$	1,625.70
	Marineland		0.000114392127%	\$	22.31	\$	17.16	\$	12.01
	Palm Coast		0.084857169626%	\$	16,547.15	\$	12,728.58	\$	8,910.00
Franklin		0.049911282550%		\$	22,709.63	\$	17,468.95	\$	12,228.26
	Franklin County		0.046254365966%	\$	9,019.60	\$	6,938.15	\$	4,856.71
	Apalachicola		0.001768538606%	\$	344.87	\$	265.28	\$	185.70
	Carabelle		0.001888377978%	\$	368.23	\$	283.26	\$	198.28
Gadsden		0.123656074077%		\$	56,263.51	\$	43,279.63	\$	30,295.74
	Gadsden County		0.090211810642%	\$	17,591.30	\$	13,531.77	\$	9,472.24

	Chattahoochee		0.00418166772%	\$	815.43	\$	627.25	\$	439.08
	Greensboro		0.000492067723%	\$	95.95	\$	73.81	\$	51.67
	Gretna		0.00224063101%	\$	436.92	\$	336.09	\$	235.27
	Havana		0.005458954403%	\$	1,064.69	\$	818.99	\$	573.30
	Midway		0.001202025213%	\$	234.39	\$	180.30	\$	126.21
	Quincy		0.019867915223%	\$	3,874.24	\$	2,980.19	\$	2,086.13
Gilchrist		0.064333769355%		\$	29,271.87	\$	22,516.82	\$	15,761.77
	Gilchrist County		0.061274233881%	\$	11,948.48	\$	9,191.14	\$	6,433.79
	Bell		0.000099866143%	\$	19.47	\$	14.98	\$	10.49
	Fanning Springs		0.000388570084%	\$	75.77	\$	58.29	\$	40.80
	Trenton		0.002571099247%	\$	501.36	\$	385.66	\$	269.97
Glades		0.040612836758%		\$	18,478.84	\$	14,214.49	\$	9,950.15
	Glades County		0.040420367464%	\$	7,881.97	\$	6,063.06	\$	4,244.14
	Moore Haven		0.000192469294%	\$	37.53	\$	28.87	\$	20.21
Gulf		0.059914238588%		\$	27,260.98	\$	20,969.98	\$	14,678.99
	Gulf County		0.054715751905%	\$	10,669.57	\$	8,207.36	\$	5,745.15
	Port St. Joe		0.004817179591%	\$	939.35	\$	722.58	\$	505.80
	Wewahitchka		0.000381307092%	\$	74.35	\$	57.20	\$	40.04
Hamilton		0.047941195910%		\$	21,813.24	\$	16,779.42	\$	11,745.59
	Hamilton County		0.038817061931%	\$	7,569.33	\$	5,822.56	\$	4,075.79
	Jasper		0.004869836285%	\$	949.62	\$	730.48	\$	511.33
	Jennings		0.002623755940%	\$	511.63	\$	393.56	\$	275.49
	White Springs		0.001630541754%	\$	317.96	\$	244.58	\$	171.21
Hardee		0.067110048132%		\$	30,535.07	\$	23,488.52	\$	16,441.96
	Hardee County		0.058100306280%	\$	11,329.56	\$	8,715.05	\$	6,100.53
	Bowling Green		0.001797590575%	\$	350.53	\$	269.64	\$	188.75
	Wauchula		0.006667426860%	\$	1,300.15	\$	1,000.11	\$	700.08
	Zolfo Springs		0.000544724417%	\$	106.22	\$	81.71	\$	57.20
Hendry		0.144460915297%		\$	65,729.72	\$	50,561.32	\$	35,392.92
	Hendry County		0.122147187443%	\$	23,818.70	\$	18,322.08	\$	12,825.45
	Clewiston		0.017589151414%	\$	3,429.88	\$	2,638.37	\$	1,846.86
	LaBelle		0.004724576440%	\$	921.29	\$	708.69	\$	496.08
Hernando		1.510075949110%		\$	687,084.56	\$	528,526.58	\$	369,968.61
	Hernando County		1.447521612849%	\$	282,266.71	\$	217,128.24	\$	151,989.77
	Brooksville		0.061319627583%	\$	11,957.33	\$	9,197.94	\$	6,438.56
	Weeki Wachee		0.001234708678%	\$	240.77	\$	185.21	\$	129.64
Highlands		0.357188510237%		\$	162,520.77	\$	125,015.98	\$	87,511.19
	Highlands County		0.287621754986%	\$	56,086.24	\$	43,143.26	\$	30,200.28
	Avon Park		0.025829016090%	\$	5,036.66	\$	3,874.35	\$	2,712.05
	Lake Placid		0.005565267790%	\$	1,085.23	\$	834.79	\$	584.35
	Sebring		0.038172471371%	\$	7,443.63	\$	5,725.87	\$	4,008.11
Hillsborough		8.710984113657%		\$	3,963,497.77	\$	3,048,844.44	\$	2,134,191.11
	Hillsborough County		6.523111204400%	\$	1,272,006.68	\$	978,466.68	\$	684,926.68
	Plant City		0.104218491142%	\$	20,322.61	\$	15,632.77	\$	10,942.94
	Tampa		1.975671881253%	\$	385,256.02	\$	296,350.78	\$	207,445.55
	Temple Terrace		0.107980721113%	\$	21,056.24	\$	16,197.11	\$	11,337.98
Holmes		0.081612427851%		\$	37,133.65	\$	28,564.35	\$	19,995.04
	Holmes County		0.066805002459%	\$	13,026.98	\$	10,020.75	\$	7,014.53
	Bonifay		0.006898026863%	\$	1,345.12	\$	1,034.70	\$	724.29
	Esto		0.006269778036%	\$	1,222.61	\$	940.47	\$	658.33
	Noma		0.001278286631%	\$	249.27	\$	191.74	\$	134.22
	Ponce de Leon		0.000179759057%	\$	35.05	\$	26.96	\$	18.87
	Westville		0.000179759057%	\$	35.05	\$	26.96	\$	18.87
Indian River		0.753076058781%		\$	342,649.61	\$	263,576.62	\$	184,503.63
	Indian River County		0.623571460217%	\$	121,596.43	\$	93,535.72	\$	65,475.00
	Fellsmere		0.004917045734%	\$	958.82	\$	737.56	\$	516.29
	Indian River shores		0.025322422382%	\$	4,937.87	\$	3,798.36	\$	2,658.85
	Orchid		0.000306861421%	\$	59.84	\$	46.03	\$	32.22
	Sebastian		0.038315915467%	\$	7,471.60	\$	5,747.39	\$	4,023.17
	Vero Beach		0.060642353558%	\$	11,825.26	\$	9,096.35	\$	6,367.45
Jackson		0.158936058795%		\$	72,315.91	\$	55,627.62	\$	38,939.33
	Jackson County		0.075213731704%	\$	14,666.68	\$	11,282.06	\$	7,897.44
	Alford		0.000303229925%	\$	59.13	\$	45.48	\$	31.84
	Bascom		0.000061735434%	\$	12.04	\$	9.26	\$	6.48
	Campbellton		0.001648699234%	\$	321.50	\$	247.30	\$	173.11
	Cottondale		0.001093080329%	\$	213.15	\$	163.96	\$	114.77
	Graceville		0.002794436257%	\$	544.92	\$	419.17	\$	293.42
	Grandridge		0.000030867717%	\$	6.02	\$	4.63	\$	3.24
	Greenwood		0.001292812616%	\$	252.10	\$	193.92	\$	135.75
	Jacob City		0.000481173235%	\$	93.83	\$	72.18	\$	50.52
	Malone		0.000092603151%	\$	18.06	\$	13.89	\$	9.72
	Marianna		0.073519638768%	\$	14,336.33	\$	11,027.95	\$	7,719.56
	Sneads		0.002404050426%	\$	468.79	\$	360.61	\$	252.43
Jefferson		0.040821647784%		\$	18,573.85	\$	14,287.58	\$	10,001.30
	Jefferson County		0.037584169001%	\$	7,328.91	\$	5,637.63	\$	3,946.34
	Monticello		0.003237478783%	\$	631.31	\$	485.62	\$	339.94
Lafayette		0.031911772076%		\$	14,519.86	\$	11,169.12	\$	7,818.38

	Lafayette County		0.031555885457%	\$	6,153.40		\$	4,733.38		\$	3,313.37		
	Mayo		0.000355886619%	\$	69.40		\$	53.38		\$	37.37		
Lake		1.139211224519%				\$	518,341.11		\$	398,723.93		\$	279,106.75
	Lake County		0.757453827343%	\$	147,703.50		\$	113,618.07		\$	79,532.65		
	Astatula		0.002727253579%	\$	531.81		\$	409.09		\$	286.36		
	Clermont		0.075909163209%	\$	14,802.29		\$	11,386.37		\$	7,970.46		
	Eustis		0.041929254098%	\$	8,176.20		\$	6,289.39		\$	4,402.57		
	Fruitland Park		0.008381493024%	\$	1,634.39		\$	1,257.22		\$	880.06		
	Groveland		0.026154034992%	\$	5,100.04		\$	3,923.11		\$	2,746.17		
	Howey-In-The-Hills		0.002981458307%	\$	581.38		\$	447.22		\$	313.05		
	Lady Lake		0.025048244426%	\$	4,884.41		\$	3,757.24		\$	2,630.07		
	Leesburg		0.091339390185%	\$	17,811.18		\$	13,700.91		\$	9,590.64		
	Mascotte		0.011415608025%	\$	2,226.04		\$	1,712.34		\$	1,198.64		
	Minneola		0.016058475803%	\$	3,131.40		\$	2,408.77		\$	1,686.14		
	Montverde		0.001347285057%	\$	262.72		\$	202.09		\$	141.46		
	Mount Dora		0.041021380070%	\$	7,999.17		\$	6,153.21		\$	4,307.24		
	Tavares		0.031820984673%	\$	6,205.09		\$	4,773.15		\$	3,341.20		
	Umatilla		0.005623371728%	\$	1,096.56		\$	843.51		\$	590.45		
Lee		3.325371883359%				\$	1,513,044.21		\$	1,163,880.16		\$	814,716.11
	Lee County		2.115268407509%	\$	412,477.34		\$	317,290.26		\$	222,103.18		
	Bonita Springs		0.017374893143%	\$	3,388.10		\$	2,606.23		\$	1,824.36		
	Cape Coral		0.714429677167%	\$	139,313.79		\$	107,164.45		\$	75,015.12		
	Estero		0.012080171813%	\$	2,355.63		\$	1,812.03		\$	1,268.42		
	Fort Myers		0.431100350585%	\$	84,064.57		\$	64,665.05		\$	45,265.54		
	Fort Myers Beach		0.000522935440%	\$	101.97		\$	78.44		\$	54.91		
	Sanibel		0.034595447702%	\$	6,746.11		\$	5,189.32		\$	3,632.52		
Leon		0.897199244939%				\$	408,225.66		\$	314,019.74		\$	219,813.82
	Leon County		0.471201146391%	\$	91,884.22		\$	70,680.17		\$	49,476.12		
	Tallahassee		0.425998098549%	\$	83,069.63		\$	63,899.71		\$	44,729.80		
Levy		0.251192401748%				\$	114,292.54		\$	87,917.34		\$	61,542.14
	Levy County		0.200131750679%	\$	39,025.69		\$	30,019.76		\$	21,013.83		
	Bronson		0.005701448894%	\$	1,111.78		\$	855.22		\$	598.65		
	Cedar Key		0.005180329202%	\$	1,010.16		\$	777.05		\$	543.93		
	Chiefland		0.015326729337%	\$	2,988.71		\$	2,299.01		\$	1,609.31		
	Fanning Springs		0.000808007885%	\$	157.56		\$	121.20		\$	84.84		
	Inglis		0.004976965420%	\$	970.51		\$	746.54		\$	522.58		
	Otter Creek		0.000408543312%	\$	79.67		\$	61.28		\$	42.90		
	Williston		0.017774357715%	\$	3,466.00		\$	2,666.15		\$	1,866.31		
	Yankeetown		0.000884269303%	\$	172.43		\$	132.64		\$	92.85		
Liberty		0.019399452225%				\$	8,826.75		\$	6,789.81		\$	4,752.87
	Liberty County		0.019303217578%	\$	3,764.13		\$	2,895.48		\$	2,026.84		
	Bristol		0.000096234647%	\$	18.77		\$	14.44		\$	10.10		
Madison		0.063540287455%				\$	28,910.83		\$	22,239.10		\$	15,567.37
	Madison County		0.053145129837%	\$	10,363.30		\$	7,971.77		\$	5,580.24		
	Greenville		0.000110760631%	\$	21.60		\$	16.61		\$	11.63		
	Lee		0.000019973229%	\$	3.89		\$	3.00		\$	2.10		
	Madison		0.010264423758%	\$	2,001.56		\$	1,539.66		\$	1,077.76		
Manatee		2.721323346235%				\$	1,238,202.12		\$	952,463.17		\$	666,724.22
	Manatee County		2.201647174006%	\$	429,321.20		\$	330,247.08		\$	231,172.95		
	Anna Maria		0.009930326116%	\$	1,936.41		\$	1,489.55		\$	1,042.68		
	Bradenton		0.379930754632%	\$	74,086.50		\$	56,989.61		\$	39,892.73		
	Bradenton Beach		0.014012127744%	\$	2,732.36		\$	2,101.82		\$	1,471.27		
	Holmes Beach		0.028038781473%	\$	5,467.56		\$	4,205.82		\$	2,944.07		
	Longboat Key		0.034895046131%	\$	6,804.53		\$	5,234.26		\$	3,663.98		
	Palmetto		0.052869136132%	\$	10,309.48		\$	7,930.37		\$	5,551.26		
Marion		1.701176168960%				\$	774,035.16		\$	595,411.66		\$	416,788.16
	Marion County		1.303728892837%	\$	254,227.13		\$	195,559.33		\$	136,891.53		
	Bellevue		0.009799592256%	\$	1,910.92		\$	1,469.94		\$	1,028.96		
	Dunnellon		0.018400790795%	\$	3,588.15		\$	2,760.12		\$	1,932.08		
	McIntosh		0.000145259844%	\$	28.33		\$	21.79		\$	15.25		
	Ocala		0.368994504094%	\$	71,953.93		\$	55,349.18		\$	38,744.42		
	Reddick		0.000107129135%	\$	20.89		\$	16.07		\$	11.25		
Martin		0.869487298116%				\$	395,616.72		\$	304,320.55		\$	213,024.39
	Martin County		0.750762795758%	\$	146,398.75		\$	112,614.42		\$	78,830.09		
	Jupiter Island		0.020873839646%	\$	4,070.40		\$	3,131.08		\$	2,191.75		
	Ocean Breeze Park		0.008270732393%	\$	1,612.79		\$	1,240.61		\$	868.43		
	Sewall's Point		0.008356072551%	\$	1,629.43		\$	1,253.41		\$	877.39		
	Stuart		0.081223857767%	\$	15,838.65		\$	12,183.58		\$	8,528.51		
Miami-Dade		5.232119784173%				\$	2,380,614.50		\$	1,831,241.92		\$	1,281,869.35
	Miami-Dade County		4.282797675552%	\$	835,145.55		\$	642,419.65		\$	449,693.76		
	Aventura		0.024619727885%	\$	4,800.85		\$	3,692.96		\$	2,585.07		
	Bal Harbour		0.010041086747%	\$	1,958.01		\$	1,506.16		\$	1,054.31		
	Bay Harbor Islands		0.004272455175%	\$	833.13		\$	640.87		\$	448.61		
	Biscayne Park		0.001134842535%	\$	221.29		\$	170.23		\$	119.16		
	Coral Gables		0.071780152131%	\$	13,997.13		\$	10,767.02		\$	7,536.92		
	Cutler Bay		0.009414653668%	\$	1,835.86		\$	1,412.20		\$	988.54		
	Doral		0.013977628531%	\$	2,725.64		\$	2,096.64		\$	1,467.65		

	El Portal		0.000924215760%	\$	180.22		\$	138.63		\$	97.04	
	Florida City		0.003929278792%	\$	766.21		\$	589.39		\$	412.57	
	Golden Beach		0.002847092951%	\$	555.18		\$	427.06		\$	298.94	
	Hialeah		0.098015895785%	\$	19,113.10		\$	14,702.38		\$	10,291.67	
	Hialeah Gardens		0.005452691411%	\$	1,063.27		\$	817.90		\$	572.53	
	Homestead		0.024935668046%	\$	4,862.46		\$	3,740.35		\$	2,618.25	
	Indian Creek		0.002543863026%	\$	496.05		\$	381.58		\$	267.11	
	Key Biscayne		0.013683477346%	\$	2,668.28		\$	2,052.52		\$	1,436.77	
	Medley		0.008748274131%	\$	1,705.91		\$	1,312.24		\$	918.57	
	Miami		0.292793005448%	\$	57,094.64		\$	43,918.95		\$	30,743.27	
	Miami Beach		0.181409572478%	\$	35,374.87		\$	27,211.44		\$	19,048.01	
	Miami Gardens		0.040683650932%	\$	7,933.31		\$	6,102.55		\$	4,271.78	
	Miami Lakes		0.007836768608%	\$	1,528.17		\$	1,175.52		\$	822.86	
	Miami Shores		0.006287935516%	\$	1,226.15		\$	943.19		\$	660.23	
	Miami Springs		0.006169911893%	\$	1,203.13		\$	925.49		\$	647.84	
	North Bay Village		0.005160355974%	\$	1,006.27		\$	774.05		\$	541.84	
	North Miami		0.030379280717%	\$	5,923.96		\$	4,556.89		\$	3,189.82	
	North Miami Beach		0.030391990953%	\$	5,926.44		\$	4,558.80		\$	3,191.16	
	Opa-locka		0.007847663096%	\$	1,530.29		\$	1,177.15		\$	824.00	
	Palmetto Bay		0.007404620570%	\$	1,443.90		\$	1,110.69		\$	777.49	
	Pinecrest		0.008296152866%	\$	1,617.75		\$	1,244.42		\$	871.10	
	South Miami		0.007833137111%	\$	1,527.46		\$	1,174.97		\$	822.48	
	Sunny Isles Beach		0.007693324511%	\$	1,500.20		\$	1,154.00		\$	807.80	
	Surfside		0.004869836285%	\$	949.62		\$	730.48		\$	511.33	
	Sweetwater		0.004116300842%	\$	802.68		\$	617.45		\$	432.21	
	Virginia Gardens		0.001172973244%	\$	228.73		\$	175.95		\$	123.16	
	West Miami		0.002654623657%	\$	517.65		\$	398.19		\$	278.74	
Monroe		0.476388738585%				\$	216,756.88		\$	166,736.06	\$	116,715.24
	Monroe County		0.330124785469%	\$	64,374.33		\$	49,518.72		\$	34,663.10	
	Islamorada		0.022357305808%	\$	4,359.67		\$	3,353.60		\$	2,347.52	
	Key Colony Beach		0.004751812661%	\$	926.60		\$	712.77		\$	498.94	
	Key West		0.088087385417%	\$	17,177.04		\$	13,213.11		\$	9,249.18	
	Layton		0.000150707089%	\$	29.39		\$	22.61		\$	15.82	
	Marathon		0.030916742141%	\$	6,028.76		\$	4,637.51		\$	3,246.26	
Nassau		0.476933463002%				\$	217,004.73		\$	166,926.71	\$	116,848.70
	Nassau County		0.392706357951%	\$	76,577.74		\$	58,905.95		\$	41,234.17	
	Callahan		0.000225152759%	\$	43.90		\$	33.77		\$	23.64	
	Fernandina Beach		0.083159445195%	\$	16,216.09		\$	12,473.92		\$	8,731.74	
	Hillard		0.000842507098%	\$	164.29		\$	126.38		\$	88.46	
Okaloosa		0.819212865955%				\$	372,741.85		\$	286,724.50	\$	200,707.15
	Okaloosa County		0.612059617545%	\$	119,351.63		\$	91,808.94		\$	64,266.26	
	Cinco Bayou		0.000733562214%	\$	143.04		\$	110.03		\$	77.02	
	Crestview		0.070440130066%	\$	13,735.83		\$	10,566.02		\$	7,396.21	
	Destin		0.014678507281%	\$	2,862.31		\$	2,201.78		\$	1,541.24	
	Fort Walton Beach		0.077837487644%	\$	15,178.31		\$	11,675.62		\$	8,172.94	
	Laurel Hill		0.000079892914%	\$	15.58		\$	11.98		\$	8.39	
	Mary Esther		0.009356549730%	\$	1,824.53		\$	1,403.48		\$	982.44	
	Niceville		0.021745398713%	\$	4,240.35		\$	3,261.81		\$	2,283.27	
	Shalimar		0.001824826796%	\$	355.84		\$	273.72		\$	191.61	
	Valparaiso		0.010456893052%	\$	2,039.09		\$	1,568.53		\$	1,097.97	
Okeechobee		0.353495278692%				\$	160,840.35		\$	123,723.35	\$	86,606.34
	Okeechobee County		0.314543851405%	\$	61,336.05		\$	47,181.58		\$	33,027.10	
	Okeechobee		0.038951427287%	\$	7,595.53		\$	5,842.71		\$	4,089.90	
Orange		4.671028214546%				\$	2,125,317.84		\$	1,634,859.88	\$	1,144,401.91
	Orange County		3.063330386979%	\$	597,349.43		\$	459,499.56		\$	321,649.69	
	Apopka		0.097215150892%	\$	18,956.95		\$	14,582.27		\$	10,207.59	
	Bay Lake		0.023566594013%	\$	4,595.49		\$	3,534.99		\$	2,474.49	
	Belle Isle		0.010798253686%	\$	2,105.66		\$	1,619.74		\$	1,133.82	
	Eatonville		0.008325204835%	\$	1,623.41		\$	1,248.78		\$	874.15	
	Edgewood		0.009716067845%	\$	1,894.63		\$	1,457.41		\$	1,020.19	
	Lake Buena Vista		0.010355211161%	\$	2,019.27		\$	1,553.28		\$	1,087.30	
	Maitland		0.046728276209%	\$	9,112.01		\$	7,009.24		\$	4,906.47	
	Oakland		0.005429086686%	\$	1,058.67		\$	814.36		\$	570.05	
	Ocoee		0.066599822928%	\$	12,986.97		\$	9,989.97		\$	6,992.98	
	Orlando		1.160248481490%	\$	226,248.45		\$	174,037.27		\$	121,826.09	
	Windermere		0.007548064667%	\$	1,471.87		\$	1,132.21		\$	792.55	
	Winter Garden		0.056264584996%	\$	10,971.59		\$	8,439.69		\$	5,907.78	
	Winter Park		0.104903028159%	\$	20,456.09		\$	15,735.45		\$	11,014.82	
Osceola		1.073452092940%				\$	488,420.70		\$	375,708.23	\$	262,995.76
	Osceola County		0.837248691390%	\$	163,263.49		\$	125,587.30		\$	87,911.11	
	Kissimmee		0.162366006872%	\$	31,661.37		\$	24,354.90		\$	17,048.43	
	St. Cloud		0.073837394678%	\$	14,398.29		\$	11,075.61		\$	7,752.93	
Palm Beach		8.601594372053%				\$	3,913,725.44		\$	3,010,558.03	\$	2,107,390.62
	Palm Beach County		5.552548475026%	\$	1,082,746.95		\$	832,882.27		\$	583,017.59	
	Atlantis		0.018751230169%	\$	3,656.49		\$	2,812.68		\$	1,968.88	
	Belle Glade		0.020828445945%	\$	4,061.55		\$	3,124.27		\$	2,186.99	
	Boca Raton		0.472069073961%	\$	92,053.47		\$	70,810.36		\$	49,567.25	

	Boynton Beach		0.306498271771%	\$	59,767.16		\$	45,974.74		\$	32,182.32	
	Briny Breezes		0.003257452012%	\$	635.20		\$	488.62		\$	342.03	
	Cloud Lake		0.000188837798%	\$	36.82		\$	28.33		\$	19.83	
	Delray Beach		0.351846579457%	\$	68,610.08		\$	52,776.99		\$	36,943.89	
	Glen Ridge		0.000052656694%	\$	10.27		\$	7.90		\$	5.53	
	Golf		0.004283349663%	\$	835.25		\$	642.50		\$	449.75	
	Greenacres		0.076424835657%	\$	14,902.84		\$	11,463.73		\$	8,024.61	
	Gulf Stream		0.010671151322%	\$	2,080.87		\$	1,600.67		\$	1,120.47	
	Haverhill		0.001084001589%	\$	211.38		\$	162.60		\$	113.82	
	Highland Beach		0.032510968934%	\$	6,339.64		\$	4,876.65		\$	3,413.65	
	Hypoluxo		0.005153092982%	\$	1,004.85		\$	772.96		\$	541.07	
	Juno Beach		0.016757538804%	\$	3,267.72		\$	2,513.63		\$	1,759.54	
	Jupiter Island		0.125466374888%	\$	24,465.94		\$	18,819.96		\$	13,173.97	
	Jupiter Inlet Colony		0.005276563849%	\$	1,028.93		\$	791.48		\$	554.04	
	Lake Clarke Shores		0.007560774903%	\$	1,474.35		\$	1,134.12		\$	793.88	
	Lake Park		0.029433275980%	\$	5,739.49		\$	4,414.99		\$	3,090.49	
	Lake Worth		0.117146617298%	\$	22,843.59		\$	17,571.99		\$	12,300.39	
	Lantana		0.024507151505%	\$	4,778.89		\$	3,676.07		\$	2,573.25	
	Loxahatchee Groves		0.002531152789%	\$	493.57		\$	379.67		\$	265.77	
	Manalapan		0.021632822333%	\$	4,218.40		\$	3,244.92		\$	2,271.45	
	Mangonia Park		0.010696571795%	\$	2,085.83		\$	1,604.49		\$	1,123.14	
	North Palm Beach		0.044349646256%	\$	8,648.18		\$	6,652.45		\$	4,656.71	
	Ocean Ridge		0.012786497807%	\$	2,493.37		\$	1,917.97		\$	1,342.58	
	Pahokee		0.004018250447%	\$	783.56		\$	602.74		\$	421.92	
	Palm Beach		0.185476848123%	\$	36,167.99		\$	27,821.53		\$	19,475.07	
	Palm Beach Gardens		0.233675880257%	\$	45,566.80		\$	35,051.38		\$	24,535.97	
	Palm Beach Shores		0.014135598612%	\$	2,756.44		\$	2,120.34		\$	1,484.24	
	Palm Springs		0.038021764282%	\$	7,414.24		\$	5,703.26		\$	3,992.29	
	Riviera Beach		0.163617057282%	\$	31,905.33		\$	24,542.56		\$	17,179.79	
	Royal Palm Beach		0.049295743959%	\$	9,612.67		\$	7,394.36		\$	5,176.05	
	South Bay		0.001830274040%	\$	356.90		\$	274.54		\$	192.18	
	South Palm Beach		0.005866681967%	\$	1,144.00		\$	880.00		\$	616.00	
	Tequesta		0.031893614595%	\$	6,219.25		\$	4,784.04		\$	3,348.83	
	Wellington		0.050183644758%	\$	9,785.81		\$	7,527.55		\$	5,269.28	
	West Palm Beach		0.549265602541%	\$	107,106.79		\$	82,389.84		\$	57,672.89	
Pasco		4.692087260494%				\$	2,134,899.70		\$	1,642,230.54	\$	1,149,561.38
	Pasco County		4.319205239813%	\$	842,245.02		\$	647,880.79		\$	453,516.55	
	Dade City		0.055819726723%	\$	10,884.85		\$	8,372.96		\$	5,861.07	
	New Port Richey		0.149879107494%	\$	29,226.43		\$	22,481.87		\$	15,737.31	
	Port Richey		0.049529975458%	\$	9,658.35		\$	7,429.50		\$	5,200.65	
	San Antonio		0.002189792155%	\$	427.01		\$	328.47		\$	229.93	
	St. Leo		0.002790804761%	\$	544.21		\$	418.62		\$	293.03	
	Zephyrhills		0.112672614089%	\$	21,971.16		\$	16,900.89		\$	11,830.62	
Pinellas		7.934889816777%				\$	3,610,374.87		\$	2,777,211.44	\$	1,944,048.01
	Pinellas County		4.546593184553%	\$	886,585.67		\$	681,988.98		\$	477,392.28	
	Belleair		0.018095745121%	\$	3,528.67		\$	2,714.36		\$	1,900.05	
	Belleair Beach		0.004261560686%	\$	831.00		\$	639.23		\$	447.46	
	Belleair Bluffs		0.007502670965%	\$	1,463.02		\$	1,125.40		\$	787.78	
	Belleair Shore		0.000439411029%	\$	85.69		\$	65.91		\$	46.14	
	Clearwater		0.633863120196%	\$	123,603.31		\$	95,079.47		\$	66,555.63	
	Dunedin		0.102440873796%	\$	19,975.97		\$	15,366.13		\$	10,756.29	
	Gulfport		0.047893986460%	\$	9,339.33		\$	7,184.10		\$	5,028.87	
	Indian Rocks Beach		0.008953453662%	\$	1,745.92		\$	1,343.02		\$	940.11	
	Indian Shores		0.011323004874%	\$	2,207.99		\$	1,698.45		\$	1,188.92	
	Kenneth City		0.017454786058%	\$	3,403.68		\$	2,618.22		\$	1,832.75	
	Largo		0.374192990777%	\$	72,967.63		\$	56,128.95		\$	39,290.26	
	Madeira Beach		0.022616957779%	\$	4,410.31		\$	3,392.54		\$	2,374.78	
	North Reddington Beach		0.003820333909%	\$	744.97		\$	573.05		\$	401.14	
	Oldsmar		0.039421706033%	\$	7,687.23		\$	5,913.26		\$	4,139.28	
	Pinellas Park		0.251666311991%	\$	49,074.93		\$	37,749.95		\$	26,424.96	
	Redington Beach		0.003611522882%	\$	704.25		\$	541.73		\$	379.21	
	Redington Shores		0.006451352841%	\$	1,258.01		\$	967.70		\$	677.39	
	Safety Harbor		0.038061710740%	\$	7,422.03		\$	5,709.26		\$	3,996.48	
	Seminole		0.095248695748%	\$	18,573.50		\$	14,287.30		\$	10,001.11	
	South Pasadena		0.029968921656%	\$	5,843.94		\$	4,495.34		\$	3,146.74	
	St. Pete Beach		0.071791046619%	\$	13,999.25		\$	10,768.66		\$	7,538.06	
	St. Petersburg		1.456593090134%	\$	284,035.65		\$	218,488.96		\$	152,942.27	
	Tarpon Springs		0.101970595050%	\$	19,884.27		\$	15,295.59		\$	10,706.91	
	Treasure Island		0.040652783215%	\$	7,927.29		\$	6,097.92		\$	4,268.54	
Polk		2.150483025298%				\$	978,469.78		\$	752,669.06	\$	526,868.34
	Polk County		1.558049828484%	\$	303,819.72		\$	233,707.47		\$	163,595.23	
	Auburndale		0.028636162584%	\$	5,584.05		\$	4,295.42		\$	3,006.80	
	Bartow		0.043971970660%	\$	8,574.53		\$	6,595.80		\$	4,617.06	
	Davenport		0.005305615818%	\$	1,034.60		\$	795.84		\$	557.09	
	Dundee		0.005597951255%	\$	1,091.60		\$	839.69		\$	587.78	
	Eagle Lake		0.002580177987%	\$	503.13		\$	387.03		\$	270.92	
	Fort Meade		0.007702403251%	\$	1,501.97		\$	1,155.36		\$	808.75	

	Frostproof		0.005857603227%	\$	1,142.23	\$	878.64	\$	615.05
	Haines City		0.047984773863%	\$	9,357.03	\$	7,197.72	\$	5,038.40
	Highland Park		0.000063551182%	\$	12.39	\$	9.53	\$	6.67
	Hillcrest Heights		0.000005447244%	\$	1.06	\$	0.82	\$	0.57
	Lake Alfred		0.007489960729%	\$	1,460.54	\$	1,123.49	\$	786.45
	Lake Hamilton		0.002540231530%	\$	495.35	\$	381.03	\$	266.72
	Lakeland		0.294875668468%	\$	57,500.76	\$	44,231.35	\$	30,961.95
	Lake Wales		0.036293172134%	\$	7,077.17	\$	5,443.98	\$	3,810.78
	Mulberry		0.005414560702%	\$	1,055.84	\$	812.18	\$	568.53
	Polk City		0.001080370093%	\$	210.67	\$	162.06	\$	113.44
	Winter Haven		0.097033576087%	\$	18,921.55	\$	14,555.04	\$	10,188.53
Putnam		0.384893194068%		\$	175,126.40	\$	134,712.62	\$	94,298.83
	Putnam County		0.329225990182%	\$	64,199.07	\$	49,383.90	\$	34,568.73
	Crescent City		0.005561636294%	\$	1,084.52	\$	834.25	\$	583.97
	Interlachen		0.001877483489%	\$	366.11	\$	281.62	\$	197.14
	Palatka		0.046955244716%	\$	9,156.27	\$	7,043.29	\$	4,930.30
	Pomona Park		0.000379491344%	\$	74.00	\$	56.92	\$	39.85
	Welaka		0.000893348043%	\$	174.20	\$	134.00	\$	93.80
Santa Rosa		0.701267319513%		\$	319,076.63	\$	245,443.56	\$	171,810.49
	Santa Rosa County		0.592523984216%	\$	115,542.18	\$	88,878.60	\$	62,215.02
	Gulf Breeze		0.061951507906%	\$	12,080.54	\$	9,292.73	\$	6,504.91
	Jay		0.000159785829%	\$	31.16	\$	23.97	\$	16.78
	Milton		0.046632041562%	\$	9,093.25	\$	6,994.81	\$	4,896.36
Sarasota		2.805043857579%		\$	1,276,294.96	\$	981,765.35	\$	687,235.75
	Sarasota County		1.924315263251%	\$	375,241.48	\$	288,647.29	\$	202,053.10
	Longboat Key		0.044489458856%	\$	8,675.44	\$	6,673.42	\$	4,671.39
	North Port		0.209611771277%	\$	40,874.30	\$	31,441.77	\$	22,009.24
	Sarasota		0.484279979635%	\$	94,434.60	\$	72,642.00	\$	50,849.40
	Venice		0.142347384560%	\$	27,757.74	\$	21,352.11	\$	14,946.48
Seminole		2.141148264544%		\$	974,222.46	\$	749,401.89	\$	524,581.32
	Seminole County		1.508694164839%	\$	294,195.36	\$	226,304.12	\$	158,412.89
	Altamonte Springs		0.081305566430%	\$	15,854.59	\$	12,195.83	\$	8,537.08
	Casselberry		0.080034542791%	\$	15,606.74	\$	12,005.18	\$	8,403.63
	Lake Mary		0.079767627827%	\$	15,554.69	\$	11,965.14	\$	8,375.60
	Longwood		0.061710013415%	\$	12,033.45	\$	9,256.50	\$	6,479.55
	Oviedo		0.103130858057%	\$	20,110.52	\$	15,469.63	\$	10,828.74
	Sanford		0.164243490362%	\$	32,027.48	\$	24,636.52	\$	17,245.57
	Winter Springs		0.062262000824%	\$	12,141.09	\$	9,339.30	\$	6,537.51
St. Johns		0.710333349554%		\$	323,201.67	\$	248,616.67	\$	174,031.67
	St. Johns County		0.656334818131%	\$	127,985.29	\$	98,450.22	\$	68,915.16
	Hastings		0.000010894488%	\$	2.12	\$	1.63	\$	1.14
	Marineland		0.000000000000%	\$	-	\$	-	\$	-
	St. Augustine		0.046510386442%	\$	9,069.53	\$	6,976.56	\$	4,883.59
	St. Augustine Beach		0.007477250493%	\$	1,458.06	\$	1,121.59	\$	785.11
St. Lucie		1.506627843552%		\$	685,515.67	\$	527,319.75	\$	369,123.82
	St. Lucie County		0.956156584302%	\$	186,450.53	\$	143,423.49	\$	100,396.44
	Fort Pierce		0.159535255654%	\$	31,109.37	\$	23,930.29	\$	16,751.20
	Port St. Lucie		0.390803453989%	\$	76,206.67	\$	58,620.52	\$	41,034.36
	St. Lucie Village		0.000132549608%	\$	25.85	\$	19.88	\$	13.92
Sumter		0.326398870459%		\$	148,511.49	\$	114,239.60	\$	79,967.72
	Sumter County		0.302273026046%	\$	58,943.24	\$	45,340.95	\$	31,738.67
	Bushnell		0.006607507174%	\$	1,288.46	\$	991.13	\$	693.79
	Center Hill		0.001312785844%	\$	255.99	\$	196.92	\$	137.84
	Coleman		0.000748088199%	\$	145.88	\$	112.21	\$	78.55
	Webster		0.001423546476%	\$	277.59	\$	213.53	\$	149.47
	Wildwood		0.014033916721%	\$	2,736.61	\$	2,105.09	\$	1,473.56
Suwannee		0.191014879692%		\$	86,911.77	\$	66,855.21	\$	46,798.65
	Suwannee County		0.161027800555%	\$	31,400.42	\$	24,154.17	\$	16,907.92
	Brantford		0.000929663004%	\$	181.28	\$	139.45	\$	97.61
	Live Oak		0.029057416132%	\$	5,666.20	\$	4,358.61	\$	3,051.03
Taylor		0.092181897282%		\$	41,942.76	\$	32,263.66	\$	22,584.56
	Taylor County		0.069969851319%	\$	13,644.12	\$	10,495.48	\$	7,346.83
	Perry		0.022212045963%	\$	4,331.35	\$	3,331.81	\$	2,332.26
Union		0.065156303224%		\$	29,646.12	\$	22,804.71	\$	15,963.29
	Union County		0.063629259109%	\$	12,407.71	\$	9,544.39	\$	6,681.07
	Lake Butler		0.001398126003%	\$	272.63	\$	209.72	\$	146.80
	Raiford		0.000012710236%	\$	2.48	\$	1.91	\$	1.33
	Worthington Springs		0.000116207876%	\$	22.66	\$	17.43	\$	12.20
Volusia		3.130329674480%		\$	1,424,300.00	\$	1,095,615.39	\$	766,930.77
	Volusia County		1.708575342287%	\$	333,172.19	\$	256,286.30	\$	179,400.41
	Daytona Beach		0.447556475212%	\$	87,273.51	\$	67,133.47	\$	46,993.43
	Daytona Beach Shores		0.039743093439%	\$	7,749.90	\$	5,961.46	\$	4,173.02
	DeBary		0.035283616215%	\$	6,880.31	\$	5,292.54	\$	3,704.78
	DeLand		0.08983689498%	\$	19,301.82	\$	14,847.55	\$	10,393.29
	Deltona		0.199329190038%	\$	38,869.19	\$	29,899.38	\$	20,929.56
	Edgewater		0.058042202343%	\$	11,318.23	\$	8,706.33	\$	6,094.43
	Flagler Beach		0.000223337011%	\$	43.55	\$	33.50	\$	23.45

	Holly Hill		0.031615805143%	\$	6,165.08		\$	4,742.37		\$	3,319.66				
	Lake Helen		0.004918861482%	\$	959.18		\$	737.83		\$	516.48				
	New Smyrna Beach		0.104065968306%	\$	20,292.86		\$	15,609.90		\$	10,926.93				
	Oak Hill		0.004820811087%	\$	940.06		\$	723.12		\$	506.19				
	Orange City		0.033562287058%	\$	6,544.65		\$	5,034.34		\$	3,524.04				
	Ormond Beach		0.114644516477%	\$	22,355.68		\$	17,196.68		\$	12,037.67				
	Pierson		0.002333236251%	\$	454.98		\$	349.99		\$	244.99				
	Ponce Inlet		0.023813535748%	\$	4,643.64		\$	3,572.03		\$	2,500.42				
	Port Orange		0.177596501562%	\$	34,631.32		\$	26,639.48		\$	18,647.63				
	South Daytona		0.045221205323%	\$	8,818.14		\$	6,783.18		\$	4,748.23				
Wakulla		0.115129321208%				\$	52,383.84		\$	40,295.26		\$	28,206.68		
	Wakulla County		0.114953193647%	\$	22,415.87		\$	17,242.98		\$	12,070.09				
	Sopchoppy		0.000107129135%	\$	20.89		\$	16.07		\$	11.25				
	St. Marks		0.00006898426%	\$	13.45		\$	10.35		\$	7.24				
Walton		0.268558216151%				\$	122,193.99		\$	93,995.38		\$	65,796.76		
	Walton County		0.224268489581%	\$	43,732.36		\$	33,640.27		\$	23,548.19				
	DeFuniak Springs		0.017057137234%	\$	3,326.14		\$	2,558.57		\$	1,791.00				
	Freeport		0.003290135477%	\$	641.58		\$	493.52		\$	345.46				
	Paxton		0.023942453860%	\$	4,668.78		\$	3,591.37		\$	2,513.96				
Washington		0.120124444109%				\$	54,656.62		\$	42,043.56		\$	29,430.49		
	Washington County		0.104908475404%	\$	20,457.15		\$	15,736.27		\$	11,015.39				
	Caryville		0.001401757499%	\$	273.34		\$	210.26		\$	147.18				
	Chipley		0.012550450560%	\$	2,447.34		\$	1,882.57		\$	1,317.80				
	Ebro		0.000221521263%	\$	43.20		\$	33.23		\$	23.26				
	Vernon		0.000361333863%	\$	70.46		\$	54.20		\$	37.94				
	Wausau		0.000680905521%	\$	132.78		\$	102.14		\$	71.50				
		100.00%	100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	35,000,000.00	\$	10,500,000.00	\$	24,500,000.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Variance Request 1066 Nathan Ridge Road		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
<i>This item was presented during the May 11, 2021 City Council meeting and was continued to July 13, 2021 meeting to allow the applicant additional time to produce additional material. The applicant has produced HOA approval for the request.</i> The applicant is requesting one (1) setback variance in order to allow the expansion of an existing covered lanai. The applicant is requesting to extend the lanai with a solid insulated roof 10 feet towards the rear property line and will run 22 feet along the existing lanai. Under the current code, solid roofs are considered a structure and are required to meet the setbacks for the primary structures. The rear property setback in this subdivision is 20 feet from the rear property line for primary structures. The existing single-family residence currently is 24 feet from the rear property line and with the proposed structure, will be located 14 feet from the rear property line. This would be a 6 feet intrusion into the rear setback. The addition of this structure will increase the impervious surface area by 3.5 %, but will still be under the 75% permitted for the total lot coverage. The applicant has indicated the installation of the insulated solid roof with the screened walls will provide a play area of artificial turf for their children while protecting them from the environment and mosquitos. Staff recognizes the applicant is seeking reasonable use of the property. However, the impervious surface area is increasing. The installation of the insulated solid roof into the rear property setback maybe intrusive to surrounding property owners. STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. HOA Approval Letter	HOA Approval Letter.pdf	
2. Staff Analysis 1066 Nathan Ridge Rd-	Staff Analysis 1066 Nathan Ridge Rd-.pdf	
3. New 86-174 Review Criteria- 1066 Nathan Ridge VAR	New 86-174 Review Criteria- 1066 Nathan Ridge VAR.pdf	
4. Maps	Maps.pdf	
5. Site Plan with Proposed Covered Enclosure	Site with Proposed Covered Enclosure.pdf	

6.	Applicant Narrative	Applicant Narrative.pdf
7.	Application	Application.pdf
8.	1066 Nathan Ridge Road -Legal Ad	1066 Legal Ad.pdf



2100 S. Hiawassee Rd,
Orlando, FL 32835

05/25/2021

Destiny N Fantauzzi, Jonathan J Garcia
1066 Nathan Ridge Rd
Clermont, FL, 34715

RE: 1066 Nathan Ridge Rd

Submittal: Install Screen Enclosure

Dear Destiny N Fantauzzi,

The Architectural Committee has reviewed and **APPROVED** the above listed application.

This approval is subject to all County, City, State and Federal permits, codes, statutes, laws, rules and regulations, which are the sole responsibility of the homeowner. This approval shall not be deemed a warranty or representation as to the quality of construction, installation, addition, alteration, repair, change or other work. Alterations/modifications may not be performed before property is closed and transferred to homeowners(s) of record per county records.

Homeowner must contact the HOA upon completion for inspection.

Should you have any questions, please feel free to contact me at 877-221-6919 or by email at jalexander@evergreen-lm.com. We thank you for your patience with this process.

Sincerely,

Evergreen Lifestyles Management
James F Alexander
jalexander@evergreen-lm.com
For the Architectural Committee of
Canyons At Highland Ranch Homeowners Association, Inc.



CITY OF CLERMONT Staff Analysis Report

OWNER: Jonathan Garcia & Destiny Fantauzzi

APPLICANT: Jonathan Garcia

PROJECT NAME: 1066 Nathan Ridge Road Setback Variance

REQUESTED ACTION: Consider a request for the following variance: (1) to allow for a rear yard setback of 14 feet instead of 20 feet as required in the Highland Ranch PUD (Resolution No. 2019-26R), Section 9, Item 10

SIZE OF PARCEL: 6,187 SF lot

LOCATION: 1066 Nathan Ridge Road – Highland Ranch Canyons Subdivision

EXISTING ZONING: UE, Urban Estate with a Conditional Use Permit (2019-26R) for a Planned Unit Development

EXISTING LAND USE: Single Family Residence

FUTURE LAND USE CATEGORY: Master Planned Development

ANALYSIS:

The applicant is requesting one (1) setback variance in order to allow the expansion of an existing covered lanai. The applicant is requesting to extend the lanai with a solid insulated roof 10 feet towards the rear property line and will run 22 feet along the existing lanai. Under the current code, solid roofs are considered a structure and are required to meet the setbacks for primary structures. The rear property setback in this subdivision is 20 feet from the rear property line for primary structures.

The existing single-family residence currently is 24 feet from the rear property line and with the proposed structure, will be located 14 feet from the rear property line. This would be a 6 feet intrusion into the rear setback. The addition of this structure will increase the impervious surface area by 3.5 %, but will still be under the 75% permitted for the total lot coverage.

The applicant has indicated the installation of the insulated solid roof with the screened walls will provide a play area of artificial turf for their children while protecting them from the environment and mosquitos.

Staff recognizes the applicant is seeking reasonable use of the property. However, the impervious surface area is increasing. The installation of the insulated solid roof into the rear property setback maybe intrusive to surrounding property owners.

STAFF RECOMMENDATION:

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends denial of the variance request.

1066 Nathan Ridge Road Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: Some direct neighbors have similar enclosures albeit bigger, and we are sure ours would not negatively impact them or others within 150 feet.

Staff comments: The extension of the existing lanai with an insulated solid roof would have the most impact on adjacent property owners due to it encroaching into the rear yard setback. In addition, the impervious surface is being increased, which may impact the adjacent owners with additional stormwater runoff if not conveyed properly.

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: We believe this variance is reasonable and not pushing the limits of what can be granted.

Staff comments: The variance request is not out of character with other properties in the same zoning category.

Positive Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: If granted, this variance’s benefit would outweigh any negative impact on the neighborhood or community. The homeowner would be able to enjoy a comfortable space, and increased property value as would the surrounding properties as well.

Staff comments: The extension of the existing lanai with an insulated solid roof would be a benefit that outweighs the current situation, especially living in Florida with the extreme heat and rain. The approval of this variance would not hinder any legitimate City objective.

Positive Finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: The granting of the variance is consistent with the City’s Comprehensive Plan and does not provide a conflict.

Staff comments: The requested variance is not in conflict with the Clermont Comprehensive Plan.

Positive Finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *The variance requested is the minimum variance needed to provide an outdoor play area for our kids. The variance requested will allow a place shielded from the weather and provide relieve from the mosquitos.*

Staff comments: *The applicant is requesting to extend the existing lanai with an insulated solid roof with screened walls. The benefit to the homeowner that would be achieved by granting the variance would outweigh the benefits under this criteria if the variance was denied.*

Positive Finding

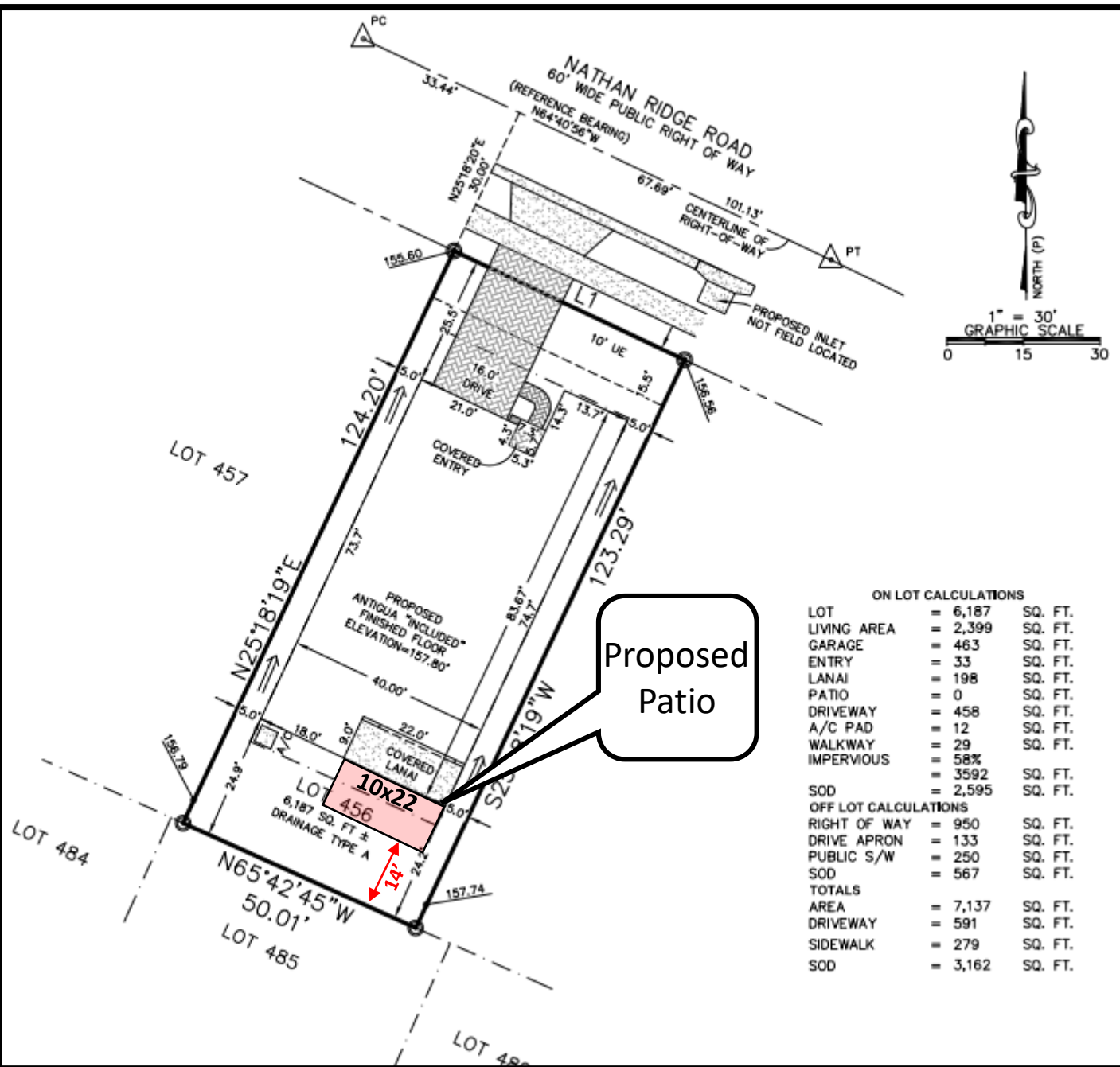
STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on **one** of the Review Criteria and Findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

1066 Nathan Ridge Road – Variance Request



1066 Nathan Ridge Road – Variance Request

Rear yard setback of 14 feet instead of 20 feet for
a solid roof patio/screen enclosure



Taylor Morrison Home
Corporation



To whom it may concern,

We have received multiple quotes for a screened enclosure with artificial turf inside that will extend 10 ft out from the existing lanai and match the 22ft width along with an insulated hard roof about 12 ft long and 24 ft wide including a 2 ft roof overhang on all sides. The companies made us aware of the setback requirements and advised that a variance would be needed before breaking any ground. We have 3 kids and 2 under 4 whom love to be outside but it is often very hot for them. On top of that my middle child is allergic to the grass and mosquitos which can be very unbearable. Some direct Neighbors have similar enclosures albeit bigger, and we are sure ours would not negatively impact them or others within 150 ft. We believe this variance is reasonable and not pushing the limits of what can be granted.

Sincerely,
Jonathan Garcia



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 one (1) year.



CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

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 five (5) 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.
- ☒ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☐ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

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



CITY OF CLERMONT VARIANCE APPLICATION

DATE <u>3/29/21</u>		FEE: <u>\$300</u>	
Project Name (if applicable)			
Applicant <u>Jonathan Garcia</u>			
Contact Person <u>Same as above</u>			
Address <u>1066 Nathan Ridge Rd.</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34715</u>
Telephone <u>766 546 9132</u>		Fax	
Email <u>Jon_8785@yahoo.com</u>			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property <u>1066 Nathan Ridge Rd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34715</u>
General Location <u>Taylor Morrison - The Canyons at Highland Ranch</u> <u>between old highway 50 + Ann Clark</u>			
Legal Description & Alternate Key (include copy of survey)			
<u>See survey + Deed</u>			
Land Use (City verification required)			
Zoning (City verification required)			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Section 122-346 'The minimum back yard setback shall be 30 ft'

What are you proposing to do that would require a variance and why?

roof enclosure measuring 10 ft out from existing lanai.

How does the Code create a hardship?

a 10 ft roof enclosure would make setback about 15 ft which would be less than minimum backyard setback

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Article 5 section 122-346 setbacks.

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Jonathan Garcia

Applicant Name (print)

Jonathan Garcia

Owner Name (print)

x [Signature]

Applicant Name (signature)

[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 34712-0219
(352) 394-4083 Fax: (352) 394 3542



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

- (b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?
- (1) Requests for variances to the adopted comprehensive plan.
 - (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
 - (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.
- (c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

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:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10101790
Phone: (352) 241-7331
Date: 04/27/21
Ad Taker: shannon.agerton

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	05/05/2021	05/05/2021	\$97.89

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 14 feet instead of 20 feet as required in the Highland Ranch PUD (Resolution No. 2019-26R), Section 9, Item 10 at the following location:

LOCATION:

1066 Nathan Ridge Road
(Alt. Key 3914505)

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, May 11, 2021 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. 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 Howe, MMC
City Clerk

Ad No: 10101790
May 05, 2021

Payment Info	
Ad Price	\$97.89
Tax	\$0.00
Sub Total	\$97.89
Prepaid Amount	\$0.00
Balance Due	\$97.89



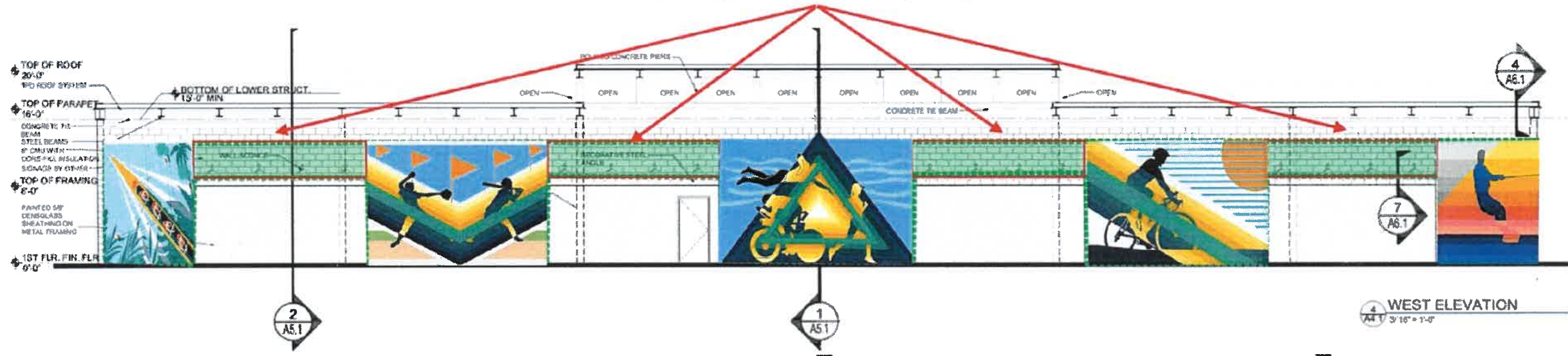
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Mural Request 756 W. Montrose St.		
Requested Action		
Consider request for a mural project in the Artwalk District.		
Staff Report		
The applicant is requesting to allow several murals to be located at 756 West Montrose Street (Artwalk District). Staff has reviewed the proposed mural artwork display and finds the project does meet the purpose and intent of the Code of Ordinances, Chapter 102-26. Staff finds the mural can provide artistic value to the Clermont Community. Staff recommends approval of the proposed mural.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Mural Artwork Concept Plan	Mural.pdf	
2. Permit Application	Permit application.pdf	

Areas above garage and pedestrian door openings to be painted-in & lines to cohesively transition from subject-to-subject (Image A to B to C, etc.)



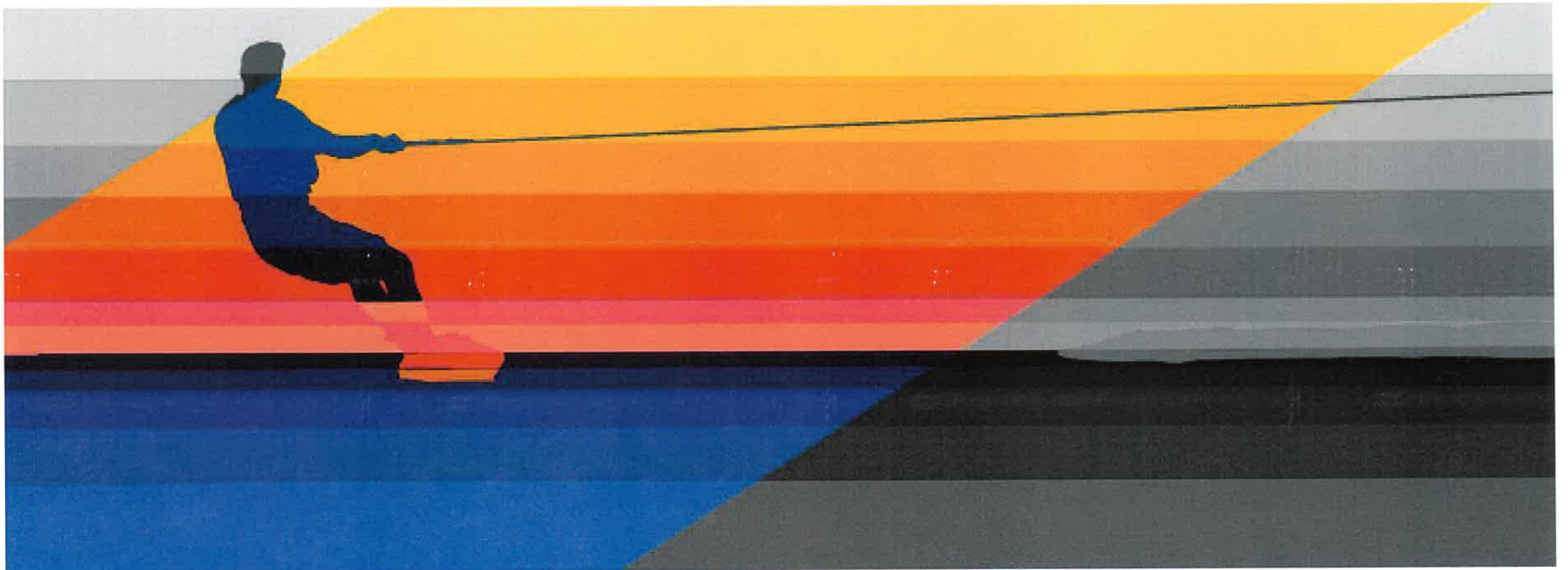
** Demonstrative to provide rough layout of the cohesive mural on entire façade of 756 West Montrose St. Not an as-built of the building façade.*













CITY OF CLERMONT
BUILDING PERMIT APPLICATION



PERMIT #

Date Rcvd: 6-17-2021

PROPERTY INFORMATION

Alternate Key # 1087210

Subdivision

LOT

Site Address 756 W. Montrose St. City Clermont State FL Zip 34711

Owner's Name The Art District LLC Telephone 352-217-7710

Owner Address 2735 Woodside Ave. City Winter Park State FL Zip 32789

PROJECT INFORMATION

☐ Residential

☒ Commercial

Describe the work to be done:

Mural

Cost of Project: \$15,000 Proposed Sq. Ft: Conditioned N/A Total New Construction

CONTRACTOR'S INFORMATION (APPLICANT)

Qualifier Name Alex Stringfellow License # N/A

Company Name The Art District LLC

Address Same as owner City State Zip

Telephone 11 Fax

Email alex@stringfellowplanning.com

SUBCONTRACTOR INFORMATION

	Subcontractor	License #	Phone #
Electrical			
Plumbing			
HVAC			
Gas			
Fire Suppression			
Fire Sprinkler			
Irrigation			
Low Voltage			
Other			

Notes:

1. Any non-residential (commercial, office, industrial, etc.) application must include one copy of the floor plan in PDF format on a compact disk (CD), used for firefighting pre-planning.
2. If you are in a Home Owners Association (HOA), this application does not exclude you from meeting and/or adhering to HOA deed restrictions.
3. You may pay with a debit or credit card, however, an additional fee of 2.75% of the transaction will be charged.

In consideration of granting a permit, it is agreed that in all respects the work will be performed and completed in accordance with the permitted and applicable codes of the local jurisdiction. This permit may be revoked at any time upon violation of any of the provisions of said laws, ordinances, or rules & regulations, or upon any unauthorized change in the original plans approved by this department. This permit becomes invalid if an inspection for permanent construction is not requested within 180 days or more than 6 months has elapsed between inspections. I understand a separate permit may be required for sub trades.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

OWNERS AFFIDAVIT: By filing this application, I hereby certify that all the foregoing information is accurate and the work will be done in compliance with all applicable laws regulating construction and zoning. Tenants in a commercial building can sign as owner/builder if they meet the owner/builder requirements as stated in the *Owner's Affidavit*, and provide a copy of their lease.

I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE (Contractor OR Owner/Builder signature): _____

STATE OF FLORIDA; COUNTY OF LAKE:

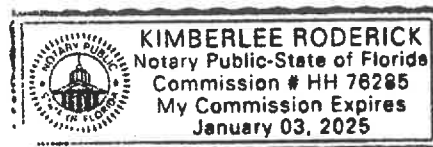
The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this 17th day of June, 2021 (year), by Alex Stringfellow who is personally known to me or who has produced FL Dr. License as identification, and who executed the foregoing instrument, and who did take an oath.

Kimberlee Roderick

Signature of Notary Public – State of Florida

My commission expires: 1-3-2025

Kimberlee Roderick
(Print, type, or stamp commissioned name of Notary Public)



03/03/20



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 13, 2021		
Agenda Item Name		
Resolution No. 2021-40 and Budget Amendment		
Requested Action		
Recommend to approve Resolution 2021-40.		
Staff Report		
The City Council on May 25, 2021 approved the purchase of the 0.11-acre Campbell property on Lake Minneola Drive for \$150,000. The effective date of the contract was May 27, 2021 and the 60-day due diligence period ends July 26, 2021. The closing date is Aug. 31, 2021. As with the Trapp property purchase in April, the Campbell property is not included in the current year budget and an interdepartmental loan from the Water Fund is needed to facilitate the purchase. City staff will be pursuing grants including the Florida Communities Trust (FCT) grant for the reimbursement of the property purchase. The FCT grant program was not funded by the Florida Legislature in the current year, but the property purchase would be eligible for grant consideration in 2022 if the program is funded next year. Grant programs may be subject to matching dollars and are competitive award programs subject to annual funding. A 25 percent City match is required for the FCT program.		
Additional Analysis		
Fiscal Impact Summary		
\$150.000 (interdepartmental loan from the Water Fund) with future repayment from the CRA Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021-040R - Campbell Property Purchase Authorization (06.25.2021 V1) - R&F BL	2021-040R - Campbell Property Purchase Authorization (06.25.2021 V1) - R&F BL.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2021-040R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF 0.11 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED ON LAKE MINNEOLA DRIVE (LOT 15, BLOCK 117, CLERMONT, JOHNSON’S REPLAT) FROM BRUCE AND JANINE CAMPBELL FOR THE PURCHASE PRICE OF \$150,000 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; AND, AN EFFECTIVE DATE.

WHEREAS, the purchase of real property located on Lake Minneola Drive and with the legal description of Lot 15, Block 117, Clermont, Johnson’s Replat, for public purposes use by the City of Clermont is in the best interests of the citizens of the City of Clermont.

WHEREAS, on May 25, 2021 the City Council of the City of Clermont, Florida did hereby approve and authorize the Mayor to enter into the contract attached hereto and incorporated as Exhibit “A” for the purchase of 0.11 +/- acres of real property located on Lake Minneola Drive and with the legal description of Lot 15, Block 117, Clermont, Johnson’s Replat, from Bruce and Janine Campbell for \$150,000.

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

SECTION 1:

The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property including, but not limited to, executing any and all documents at closing.

SECTION 2:

The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon determination of any matter or factor, hereafter coming to his/her attention which may indicate such action is not in the City’s best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION 3:

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener’s errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4:

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2021-040R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 13th day of July, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
RESOLUTION NO. 2021-040R

EXHIBIT A

- 53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.
- 55 **6. Financing: (Check as applicable)**
- 56 (a) ☒ **Buyer will pay cash for the Property with no financing contingency.**
- 57 (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified
58 below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date,
59 whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days
60 after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and
61 other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
63 returned.
- 64 (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an
66 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.
- 70 (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
71 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:
72
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.
- 82 (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
83
84 LN# _____ in the approximate amount of \$ _____ currently payable at
85 \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
86 ☐ fixed ☐ other (describe) _____
87 interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**,
92 this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 93 **7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
94 contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.
- 95 **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
96 deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 other matters to which title will be subject) _____
100 provided there exists at closing no violation of the foregoing.
- 101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at
104 (Check one) ☒ **Seller's** ☐ **Buyer's** expense and
105 (Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,
106 (Check one)
107 (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
111 **Buyer** within 15 days after Effective Date.

112 * (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
118 then (1) above will be the title evidence.

119 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but
120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
122 * cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
126 notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject
127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
135 conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or
136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections:** (Check (1) or (2))
138 * (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank)
139 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
140 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145 local, state, and regional growth management plans; availability of permits, government approvals, and
146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
149 contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for
150 the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
155 not engage in any activity that could result in a construction lien being filed against the Property without
156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
159 result of the Inspections.

160 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
164 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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- 165 * (2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
166 being satisfied that either public sewerage and water are available to the Property or the Property will be
167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning
168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183 Department of Environmental Protection, including whether there are significant erosion conditions associated
184 with the shore line of the Property being purchased.
- 185 * ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the
191 costs indicated below.
- 192 (a) **Seller Costs:**
- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 * Estoppel Fee(s)
- 197 * Other: Recording fees on the deed and financing statements
- 198 (b) **Buyer Costs:**
- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207 * Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216 * installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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- 222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- 225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
226 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
227 closing.
- 228 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.
- 233 11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
239 **this contract.**
- 240 12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
243 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
244 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive
245 all payments made by the governmental authority or insurance company, if any.
- 246 13. **Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and
254 Buyer's deposit(s) will be returned.
- 255 14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
257 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
260 **delivered to or received by that party.**
- 261 15. **Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
263 **incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any
268 provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This
270 contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or
271 plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of Seller, Buyer, and Broker.
- 273 16. **Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this contract.
- 275 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
276 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
302 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
303 representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and
304 government agencies for verification of the Property condition and facts that materially affect Property
305 value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
306 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
307 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
308 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
309 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
310 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
311 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
312 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
313 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
314 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
315 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
316 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
317 This Paragraph will survive closing.

318 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
319 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
320 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
321 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
322 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

323 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
324 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
325 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
326 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
327 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.
328
329
330 Joe W. Patterson 3311414
331 **Seller's Sales Associate/License No.** **Buyer's Sales Associate/License No.**

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332
333 joea734@gmail.com
334 **Seller's Sales Associate Email Address**
335
336 352-272-5802 352-272-5802
337 **Seller's Sales Associate Phone Number**
338
339 MICKI BLACKBURN REALTY
340 **Listing Brokerage**
341
342 450 East Hwy 50 #1 Clermont FL 34711
343 **Listing Brokerage Address**
344
345
346
347* **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
348* **(Check if applicable):**
349 ☐ A. Back-up Contract
350 ☐ B. Other _____
351
352 **23. Additional Terms:**
353 **Contingent on City Approval**
354
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367* **COUNTER-OFFER/REJECTION**
368 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
369 ☐ Seller rejects Buyer's offer
370 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
371 **signing.**
372* **Buyer:** [Signature] **Date:** 5/25/21
373* **Print name:** The City of Clermont, Tim Murry, Mayor
374* **Buyer:** _____ **Date:** _____
375* **Print name:** _____
376 **Buyer's address for purpose of notice:** _____
377* **Address:** _____
378* **Phone:** _____ **Fax:** _____ **Email:** _____
379* **Seller:** [Signature] **Date:** 5/27/21
380* **Print name:** BRUCE CAMPBELL
381* **Seller:** [Signature] **Date:** 5/27/21
382* **Print name:** Janine Campbell

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383 **Seller's address for purpose of notice:**

384* **Address:** _____

385* **Phone:** _____ **Fax:** _____ **Email:** _____

386* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
387 **final offer or counter-offer.)**

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EXHIBIT B

Location Map: Campbell Property, Lake Minneola Drive





CITY OF CLERMONT

AGENDA ITEM

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Meeting Date	
Tuesday, July 13, 2021	
Agenda Item Name	
Ordinance No. 2021-017 <i>Introduction Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-017.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will have a private and gated access to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, which is the Honda Headquarter Dealership, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Staff Analysis Report	Staff Analysis Report.pdf
2.	Ord 2021-017 - Headquarter Honda Annexation (06.24.2021 V1) - R&F BL	Ord 2021-017 - Headquarter Honda Annexation (06.24.2021 V1) - R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	Conceptual Site Plan	Conceptual Site Plan.pdf
5.	HondaDeck-Roadview1	HondaDeck-Roadview1.pdf
6.	HondaDeck-Roadview2	HondaDeck-Roadview2.pdf
7.	HondaDeck-Roadview3	HondaDeck-Roadview3.pdf
8.	Signed Annexation App	Signed Annexation App.pdf
9.	2021-017 Legal AD	2021-017 Legal AD.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

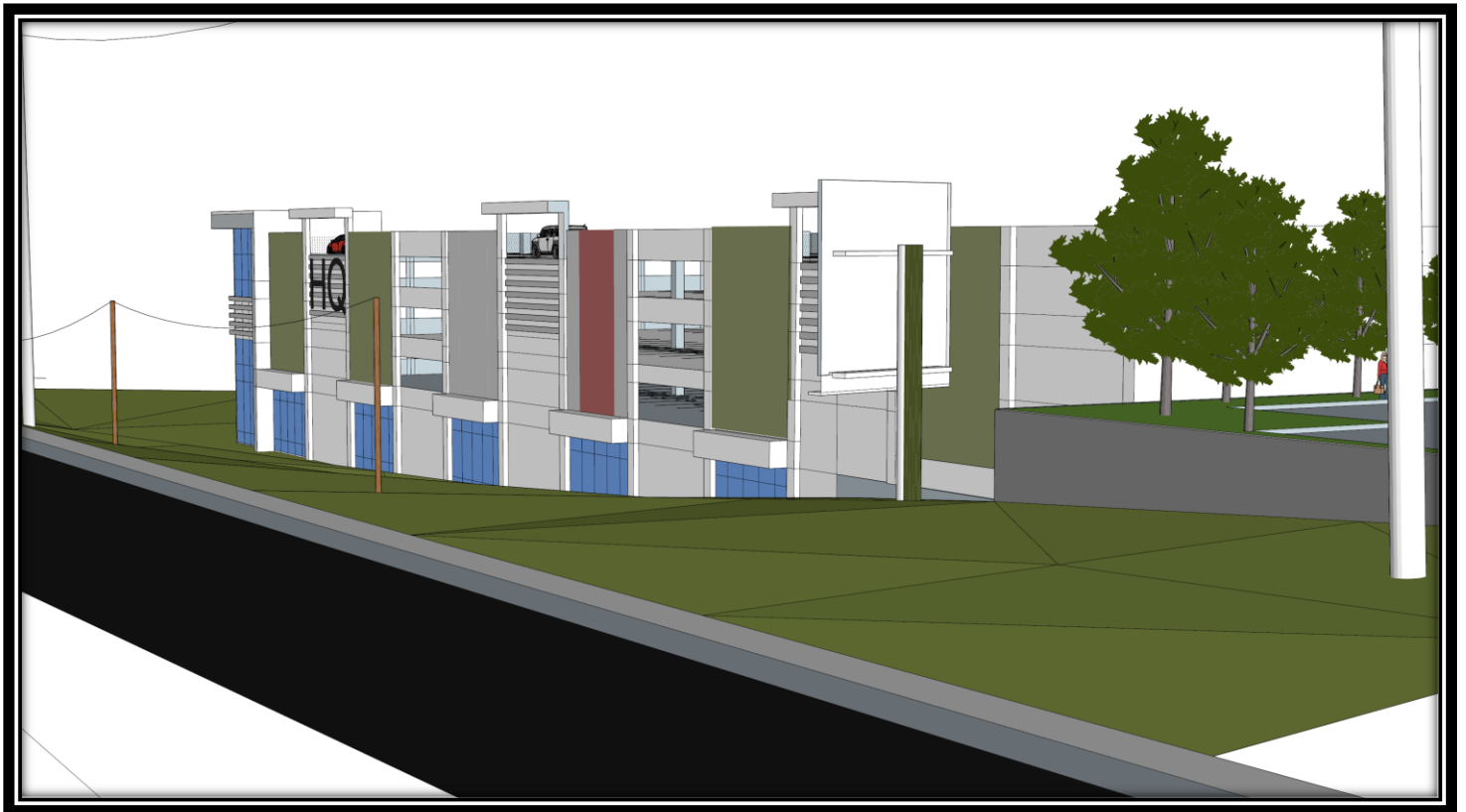
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for expansion of automobile inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial; and the current use is Headquarter Honda Auto Sales and Services, the parcel located to the south and east of subject property is located in Lake County; with an Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
ORDINANCE NO. 2021-017

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 SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, 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, Lake County, 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, Lake County, 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

Lots 2, 3, 4 and 5, Block “H”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

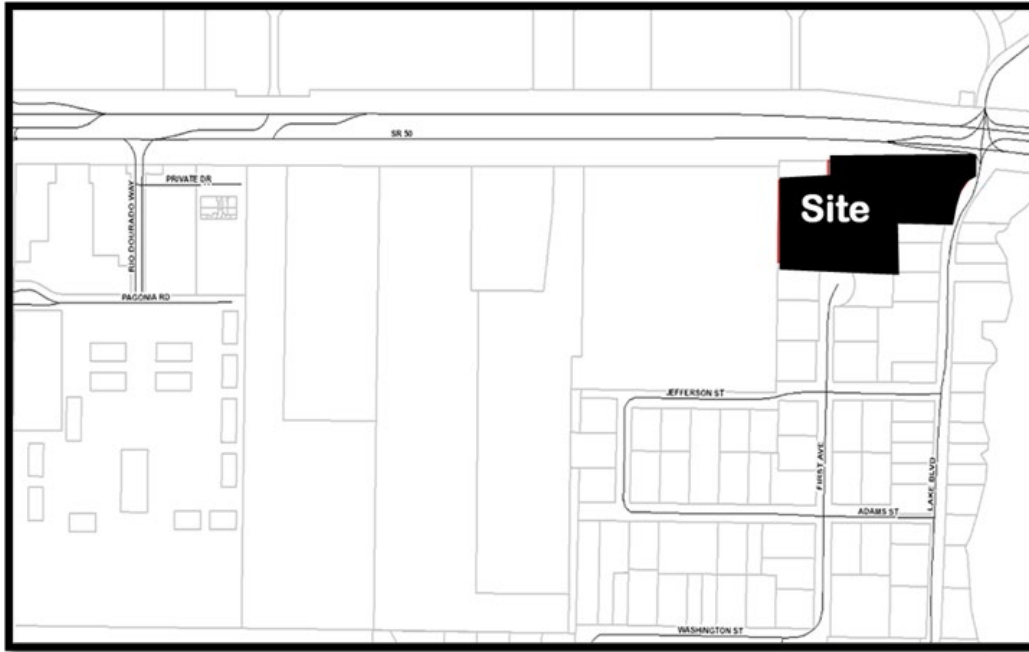
Lots 1 through 20, inclusive, and Lot 23, Block “A”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block “A”, lying West of Block “A”, and lying East of Block “A”, less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block “H”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A;; lying South of Lots 9 through 16, inclusive, Block “A”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block “A”, North of Lot 23, Block “A”, lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

CITY OF CLERMONT
ORDINANCE NO. 2021-017

LOCATION

Vacant parcel located on State Road 50 and the
 Corner of Lake Boulevard
 Alternate Key 3306686
 3.12 +/- acres



SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, 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, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: SEVERABILITY

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: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



CITY OF CLERMONT
ORDINANCE NO. 2021-017

SECTION 6: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 7: PUBLICATION AND AN EFFECTIVE DATE

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. 2021-017

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27TH day of July 2021.

CITY OF CLERMONT

Tim Murry, Mayor

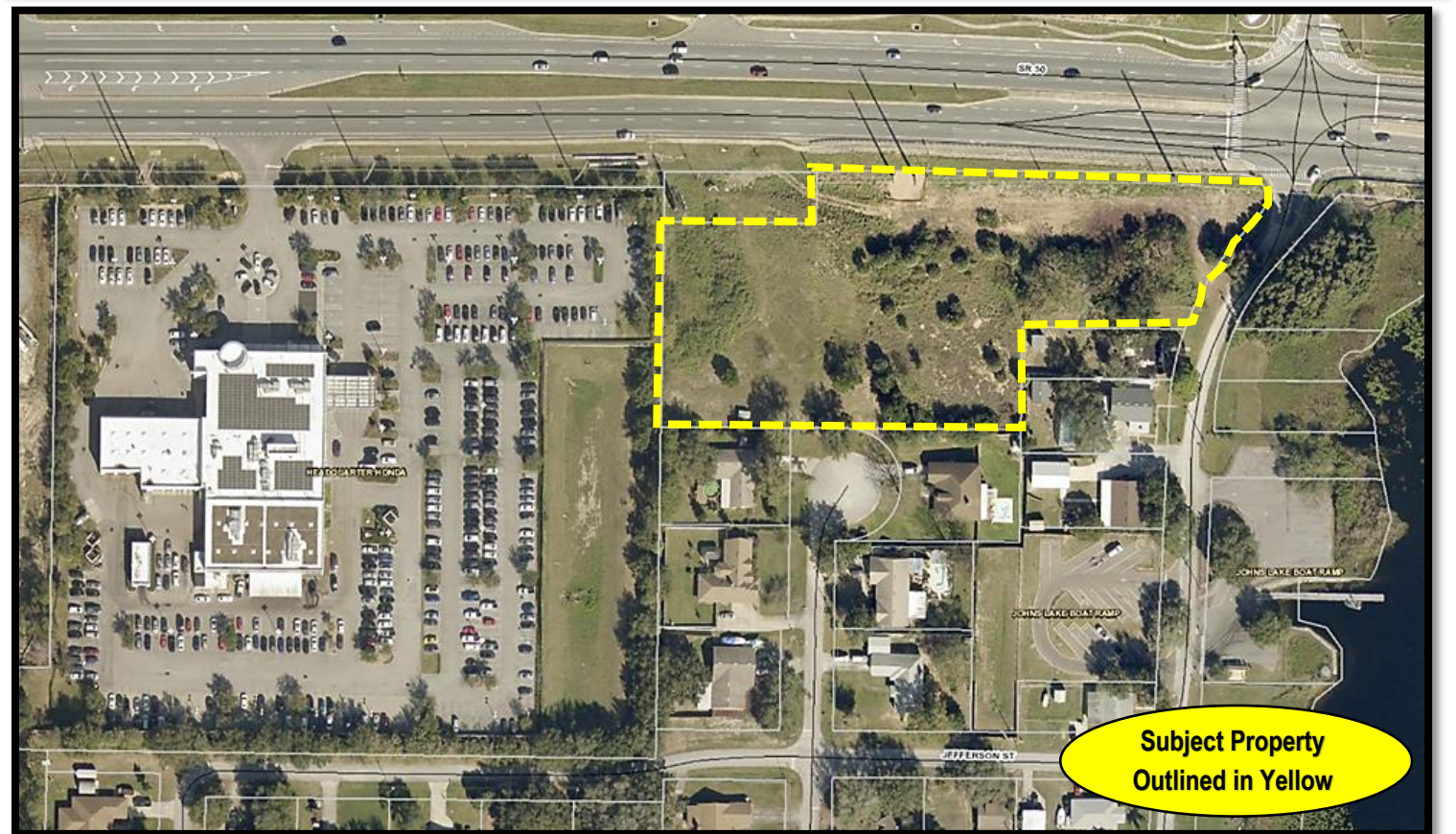
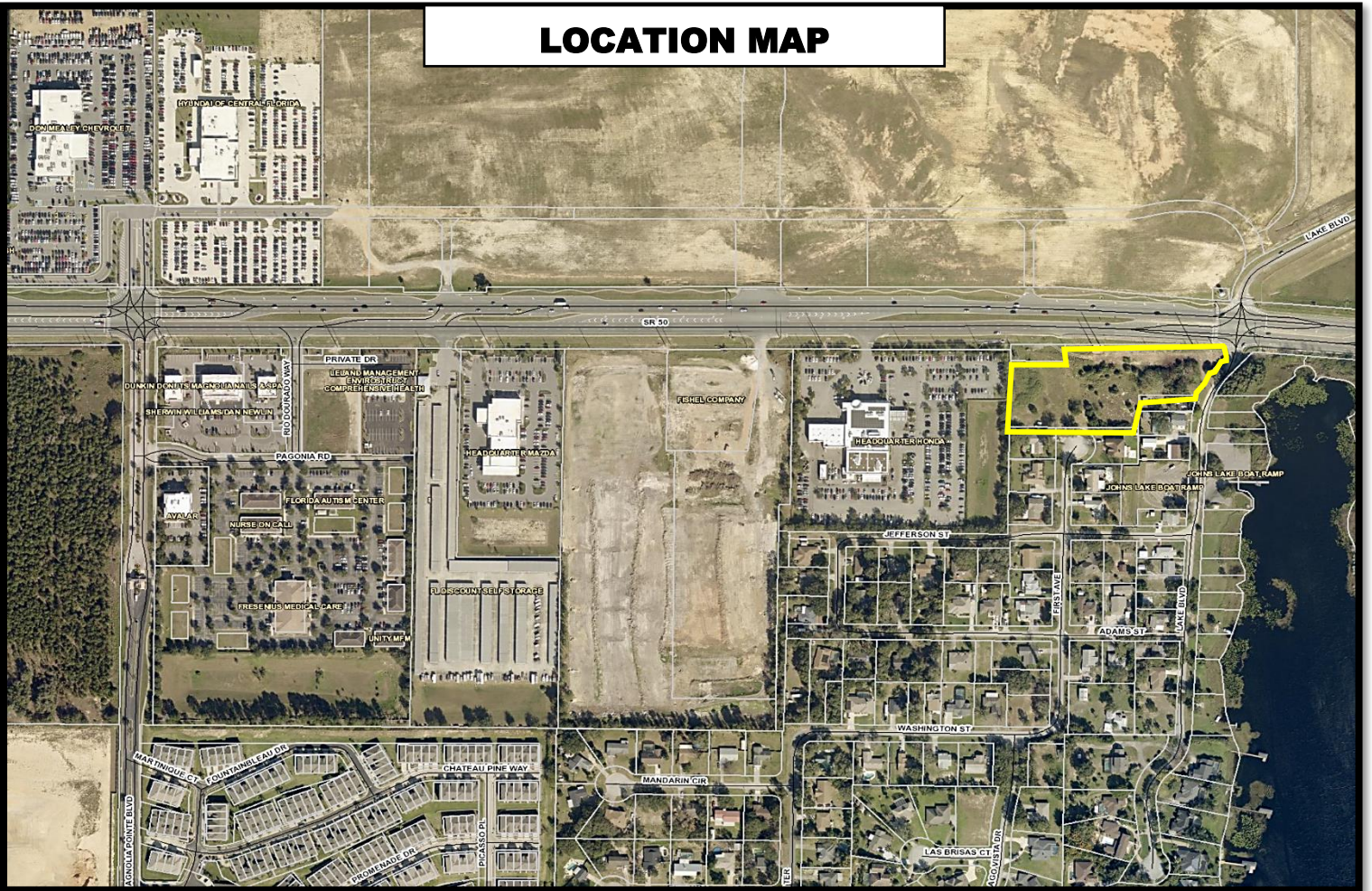
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



Subject Property
Outlined in Yellow

SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

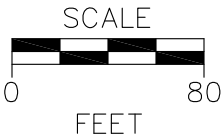
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

3-STORY
PARKING GARAGE

325'

130'

SWALE

PARKING AREA

ACCESS DRIVE

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

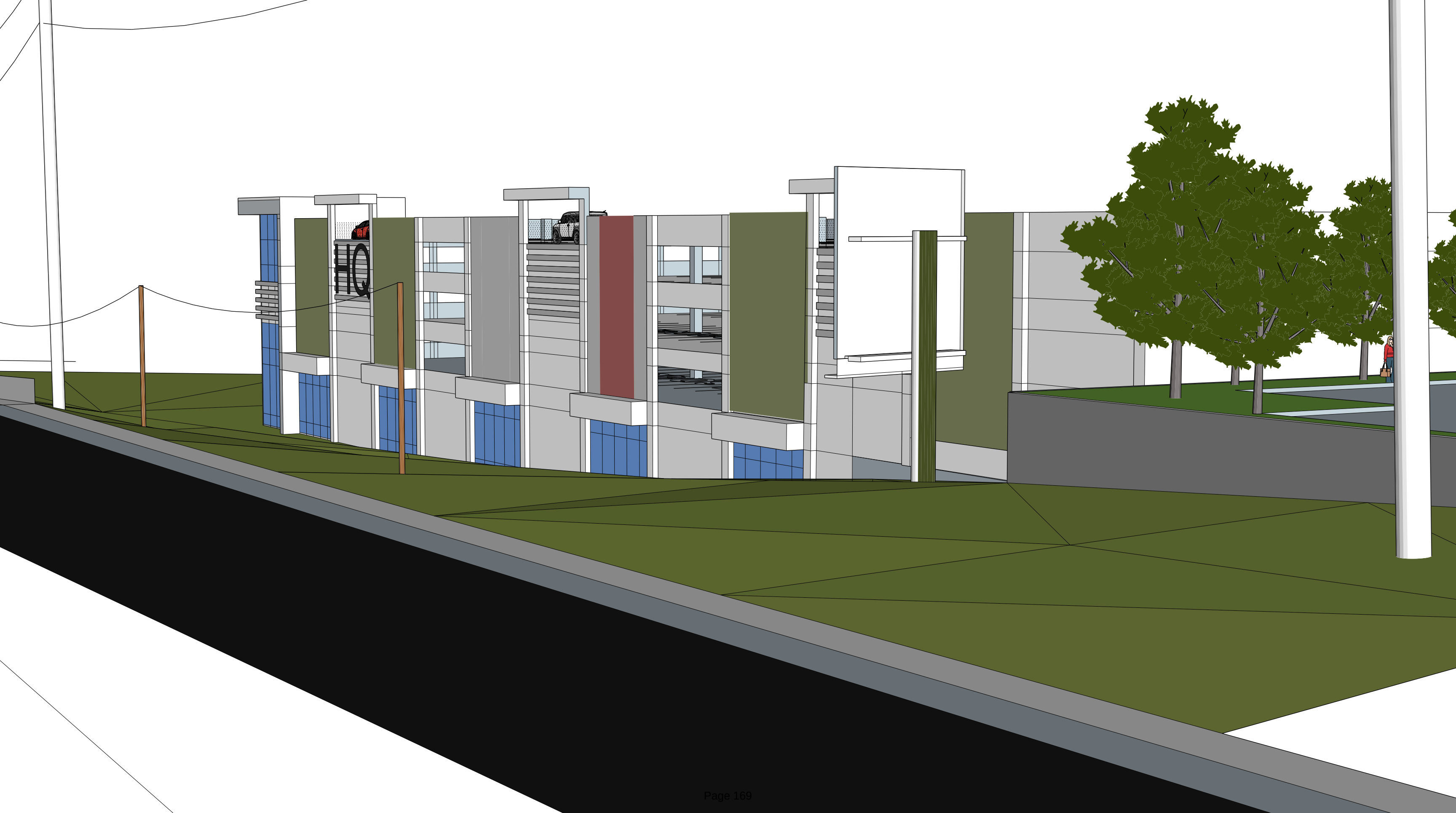
Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

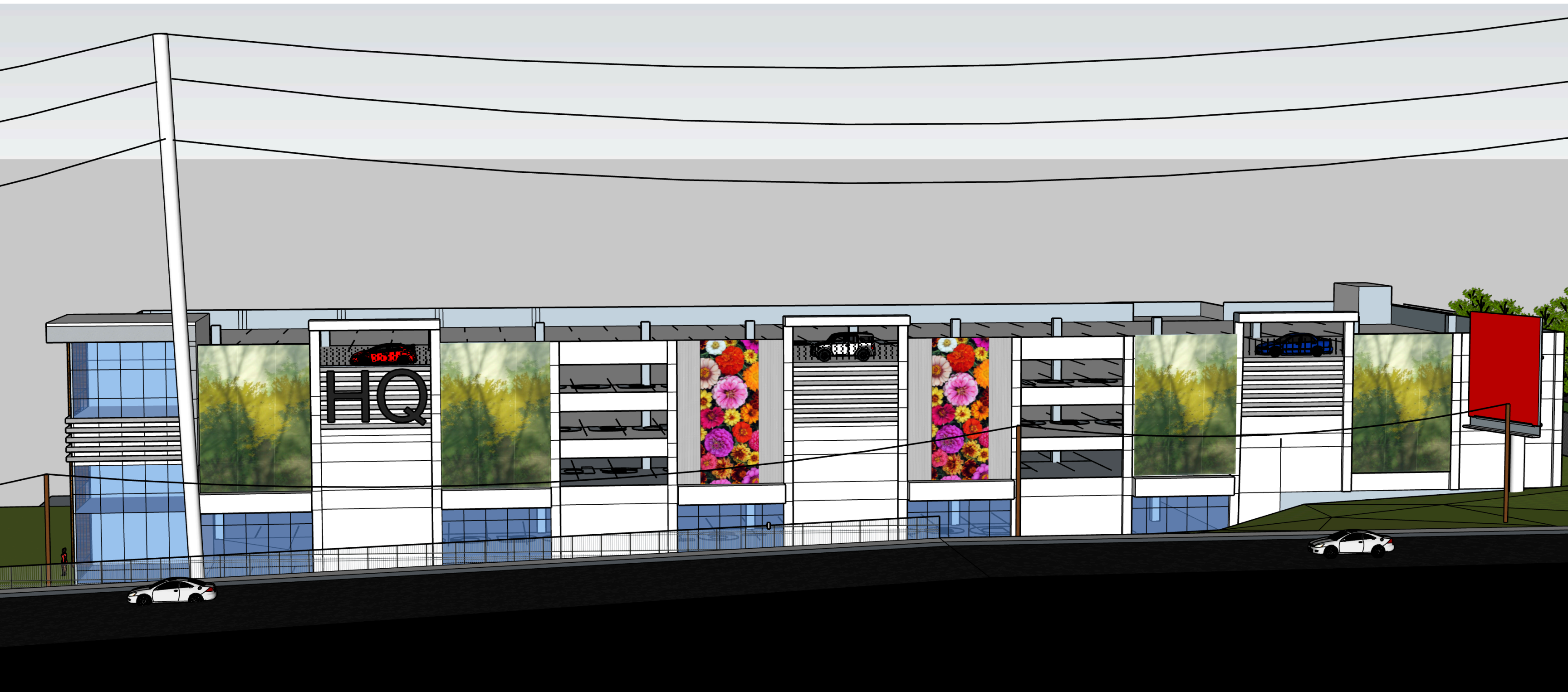
Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



EXHIBIT

2









CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. _____ General application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. _____ **LEGAL DESCRIPTION:** Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest **TAX RECEIPT** or recorded **WARRANTY DEED** showing the current fee simple owner.
5. _____ Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory 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.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. 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 may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Headquarter Honda

APPLICANT: Headquarter Orlando Real Estate LLC

Address: 5895 NW 167th ST

City: Hialeah State: FL Zip: 33015

Phone: _____ Fax: _____

Applicant is: Owner: ____ Agent: ____ Purchaser: X Lessee: ____ Optionee: ____

OWNER: Gary A. Bodzin, Trustee UTD 7/29/2009

Address: 18205 Biscayne Blvd, Ste 2201

City: Aventura State: FL Zip: 33160

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Tannath Design, Inc.

Address: 2494 Rose Spring Dr.

City: Orlando State: FL Zip: 32825

Phone: 407-982-9878 Fax: _____

E-Mail: bpotts@tannathdesign.com

Property address and/or general location: Lake Blvd & SR 50, Clermont, FL

Area of property: 3.12 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Vacant commercial land

The property is PROPOSED to be used for: Additional car display area and stormwater as assemblage with property to the west owned by the applicant.



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : CP-Commercial Planned

*** 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: 0

State the reason or basis for this request: Property is being purchased by adjacent property owner for assemblage and that parcel is within the city limits

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section _____, Township _____, Range _____

See attached copy of deed as recorded in the public records.

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



**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 20 day of May, 2021.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).



Landowner (Petitioner)
Gary A. Bodzin, as Trustee UTD 7/29/09

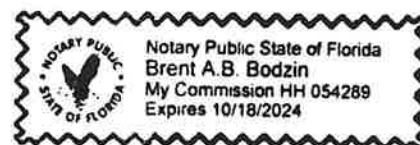
May 20, 2021

Date



Notary Public

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: May 20, 2021

Before me, the undersigned authority personally appeared Gary A. Bodzin, as Trustee UTD 7/29/09
(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:
commercial use
3. That said authority (owner) has appointed (agent's name) Bryan Potts, P.E. of Tannath Design, Inc. 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.

X [Signature] X [Signature]
Owner (signature)
Gary A. Bodzin, as Trustee UTD 7/29/09

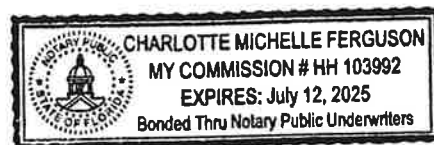
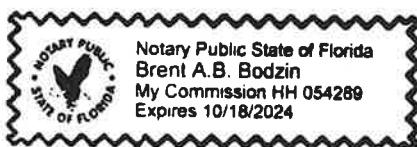
Sworn to and subscribed before
me this 20th day of May,
2021.

[Signature]
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 25th day of May,
2021.

[Signature]
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.



LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held on Tuesday, July 13, 2021 at 6:30 P.M. (Introduction) and a public meeting will be held on Tuesday, July 27, 2021 at 6:30 P.M. for the (Final Adoption). The public meetings are held at the Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-017

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LOCATION:

Vacant parcel located on State Road 50
and the corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- Acres



LEGAL DESCRIPTION

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That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block "A", lying West of Block "A", and lying East of Block "A", less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block "H"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A:; lying South of Lots 9 through 16, inclusive, Block "A"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block "A", North of Lot 23, Block "A", lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street. Site contains 3.12 +/- acres.

The public hearings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department, located on the 1st Floor of the City Hall Building, 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) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 13, 2021	
Agenda Item Name	
Ordinance No. 2021-018 <i>Introduction Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-018.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will have a private and gated access to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, which is the Honda Headquarter Dealership, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Staff Analysis Report	Staff Analysis Report.pdf
2.	Ord 2021-018 - Headquarter Honda CPA (06.24.2021 V1) - R&F BL	Ord 2021-018 - Headquarter Honda CPA (06.24.2021 V1) - R&F BL.pdf
3.	Location Map	Location Map.pdf
4.	2021-18 Before	2021-18 Before.pdf
5.	2021-18 After	2021-18 After.pdf
6.	Conceptual Site Plan	Conceptual Site Plan.pdf
7.	HondaDeck-Roadview1	HondaDeck-Roadview1.pdf
8.	HondaDeck-Roadview2	HondaDeck-Roadview2.pdf
9.	HondaDeck-Roadview3	HondaDeck-Roadview3.pdf
10.	Signed Comp Plan App	Signed Comp Plan App.pdf
11.	Headquarter Honda Garage- SSCPA AD	Headquarter Honda Garage- SSCPA AD.docx



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

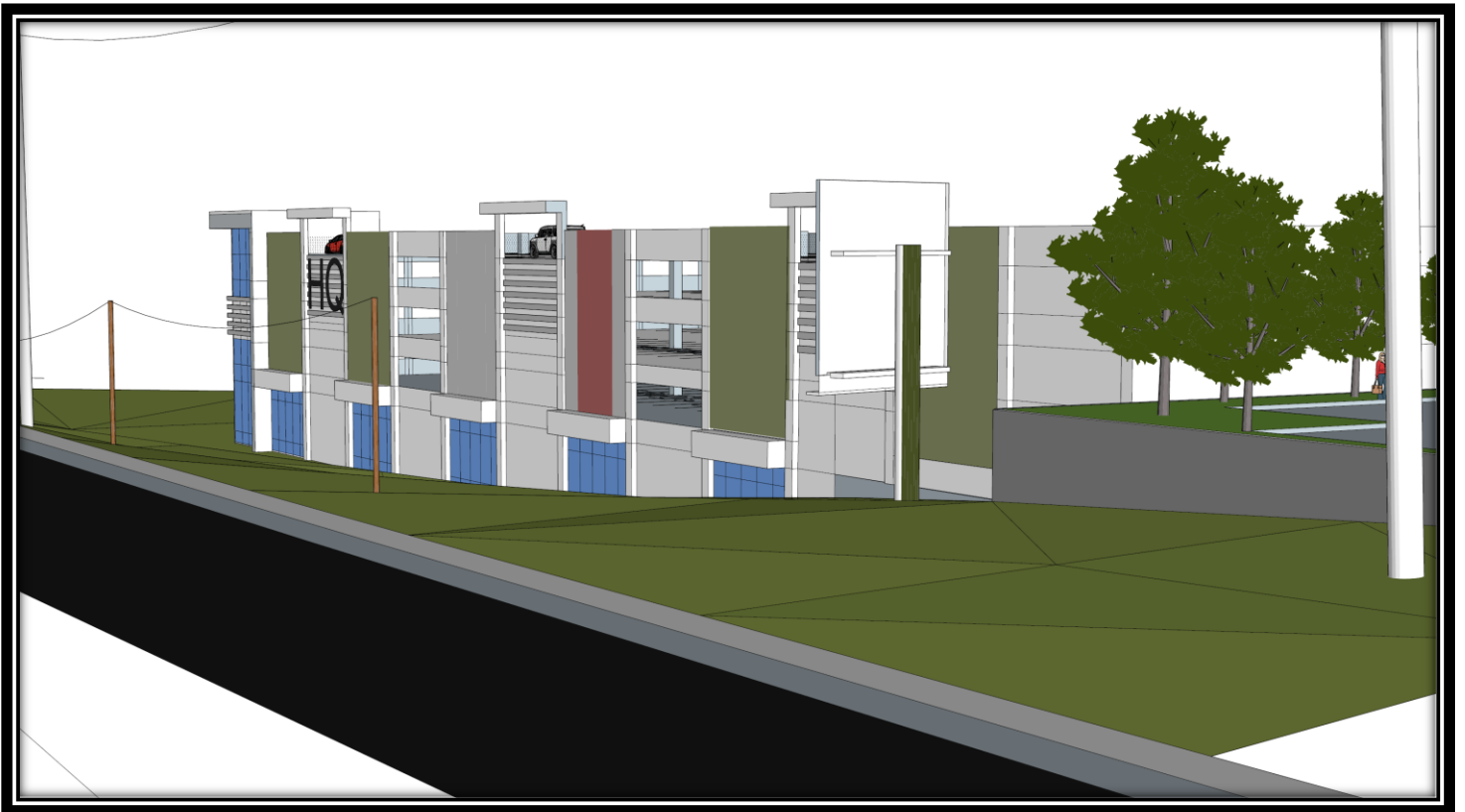
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access point, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, as the Honda Headquarter Dealership, and the parcel located to the south and east of subject property is located in Lake County, with Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
ORDINANCE NO. 2021-018

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-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 SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND 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 to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

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

Lots 2, 3, 4 and 5, Block “H”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block “A”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

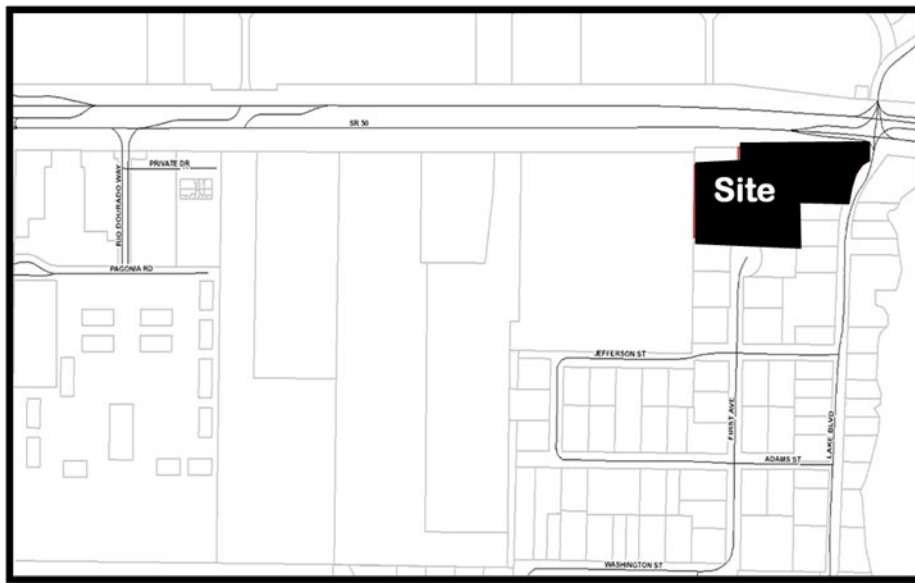
That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block “A”, lying West of Block “A”, and lying East of Block “A”, less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block “H”; and an unnamed alley according

CITY OF CLERMONT
ORDINANCE NO. 2021-018

to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A;; lying South of Lots 9 through 16, inclusive, Block “A”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block “A”, North of Lot 23, Block “A”, lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

LOCATION

Vacant parcel located on State Road 50 and the
corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- acres



CHANGE IN FUTURE LAND USE DESIGNATION:

**FROM: LAKE COUNTY URBAN LOW
TO: CITY OF CLERMONT COMMERCIAL**

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY

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.



CITY OF CLERMONT
ORDINANCE NO. 2021-018

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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. 2021-018

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of July 2021.

CITY OF CLERMONT

Tim Murry, Mayor

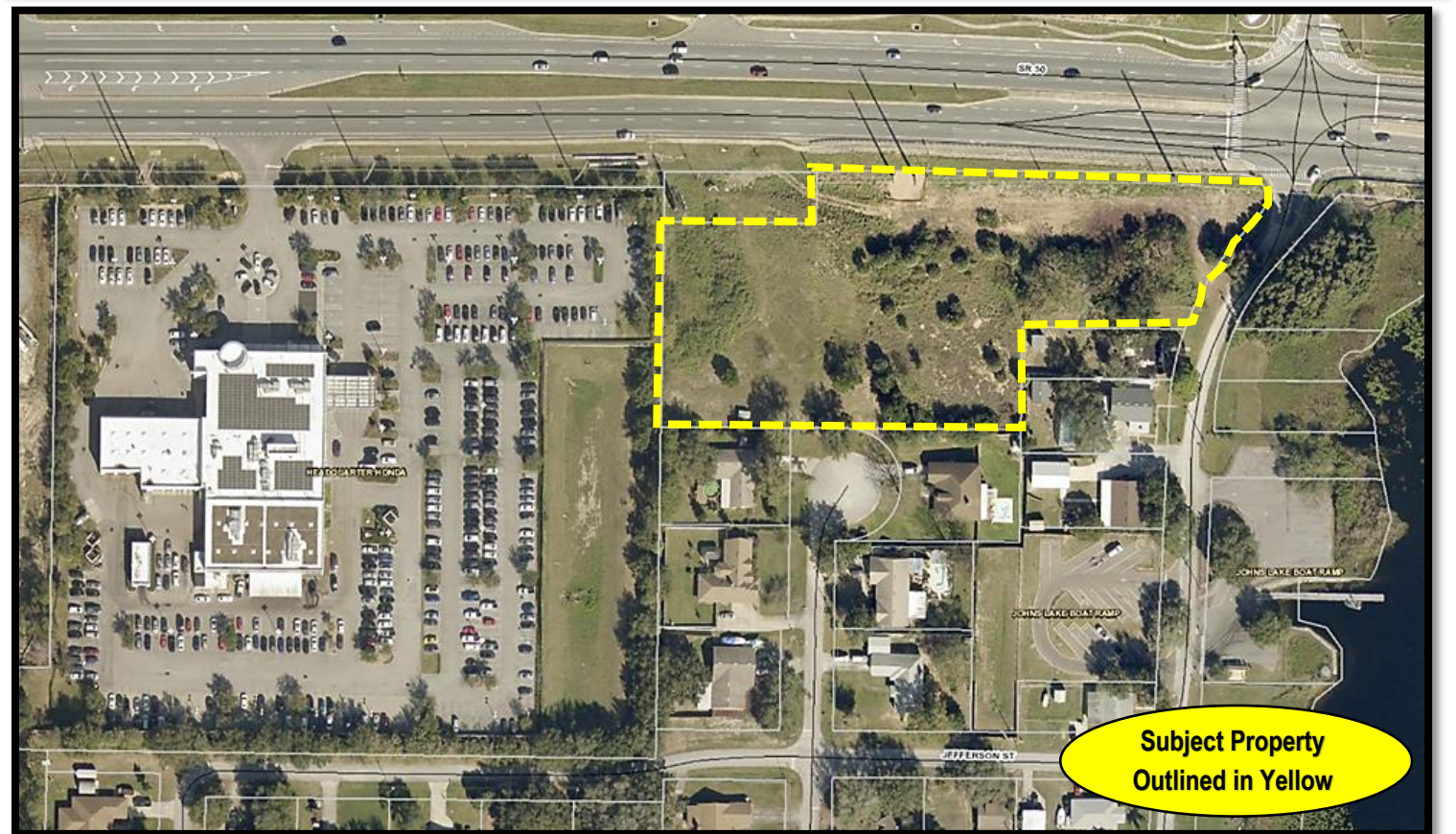
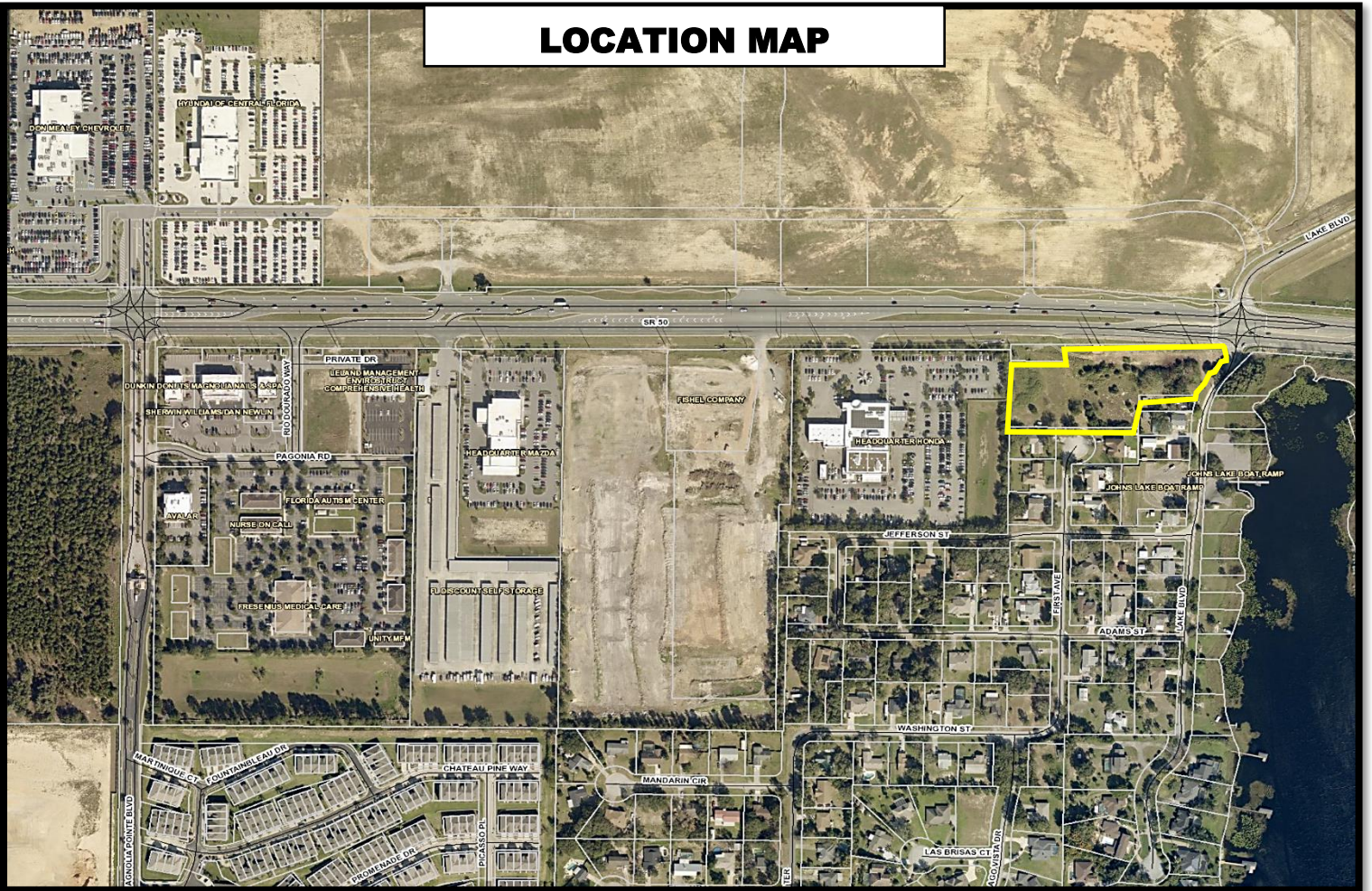
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP





Small Scale CPA
2021 - 018

Before

Legend

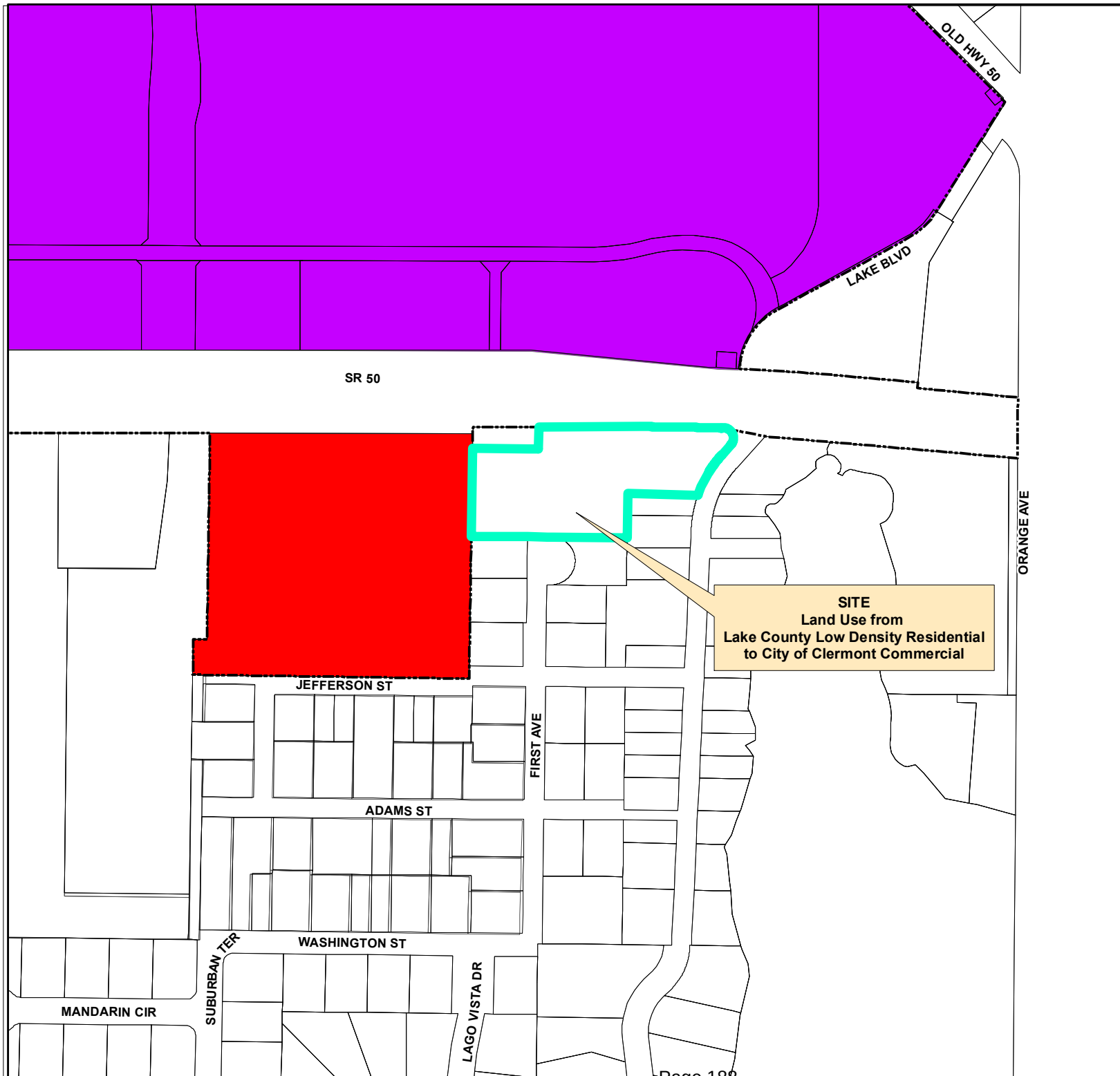


City Limits

Clermont FLU

Land Use

-  Commercial
-  Conservation
-  Downtown MU
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Master Planned Development
-  Medium Density Residential
-  Office
-  Parks
-  Public Fac/Institutional
-  Residential/Office





Small Scale CPA
2021 - 018

After

Legend

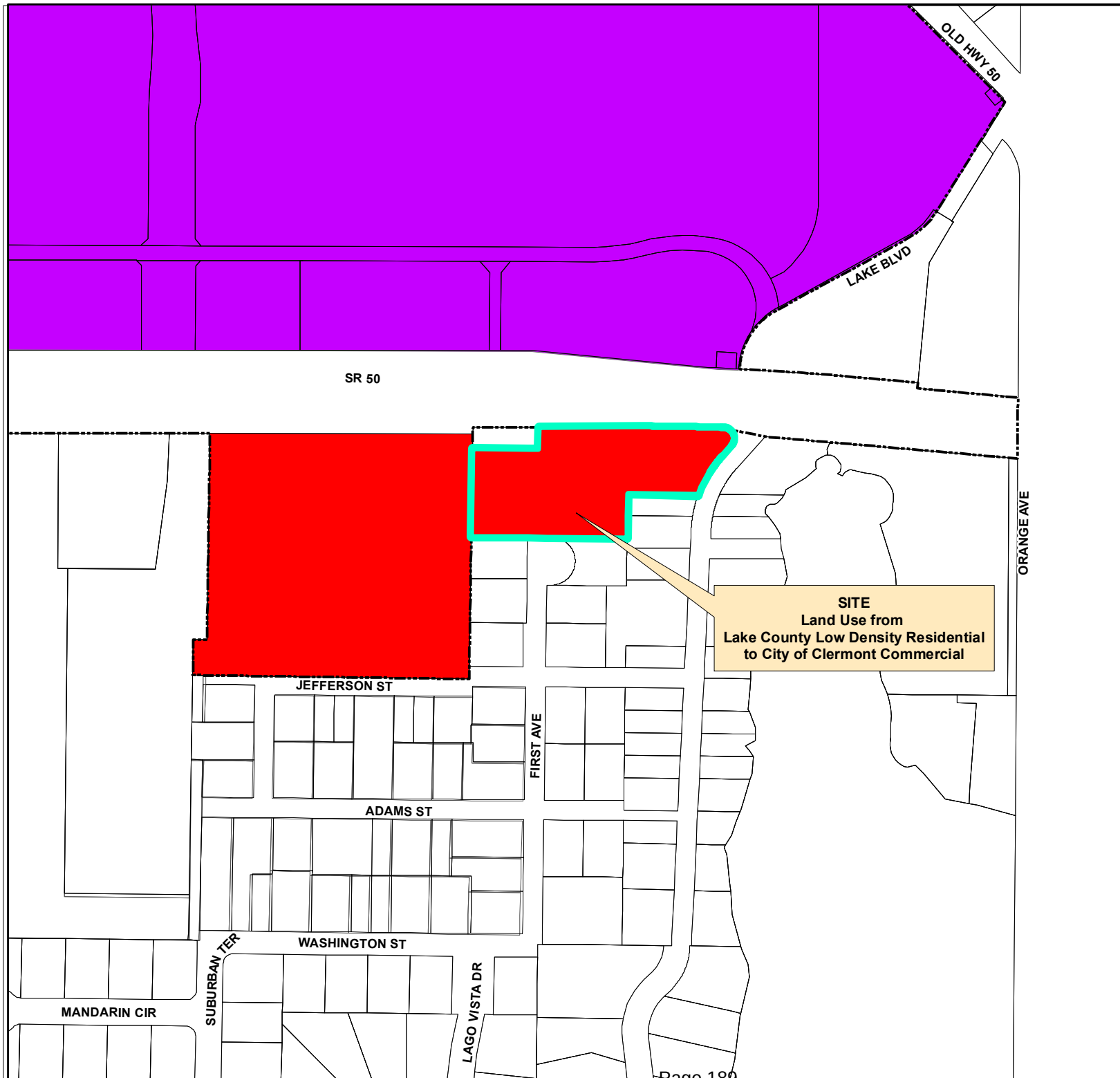


City Limits

Clermont FLU

Land Use

-  Commercial
-  Conservation
-  Downtown MU
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-  Industrial
-  Low Density Residential
-  Master Planned Development
-  Medium Density Residential
-  Office
-  Parks
-  Public Fac/Institutional
-  Residential/Office



SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

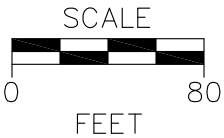
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

3-STORY
PARKING GARAGE

325'

130'

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

SWALE

PARKING AREA

ACCESS DRIVE

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

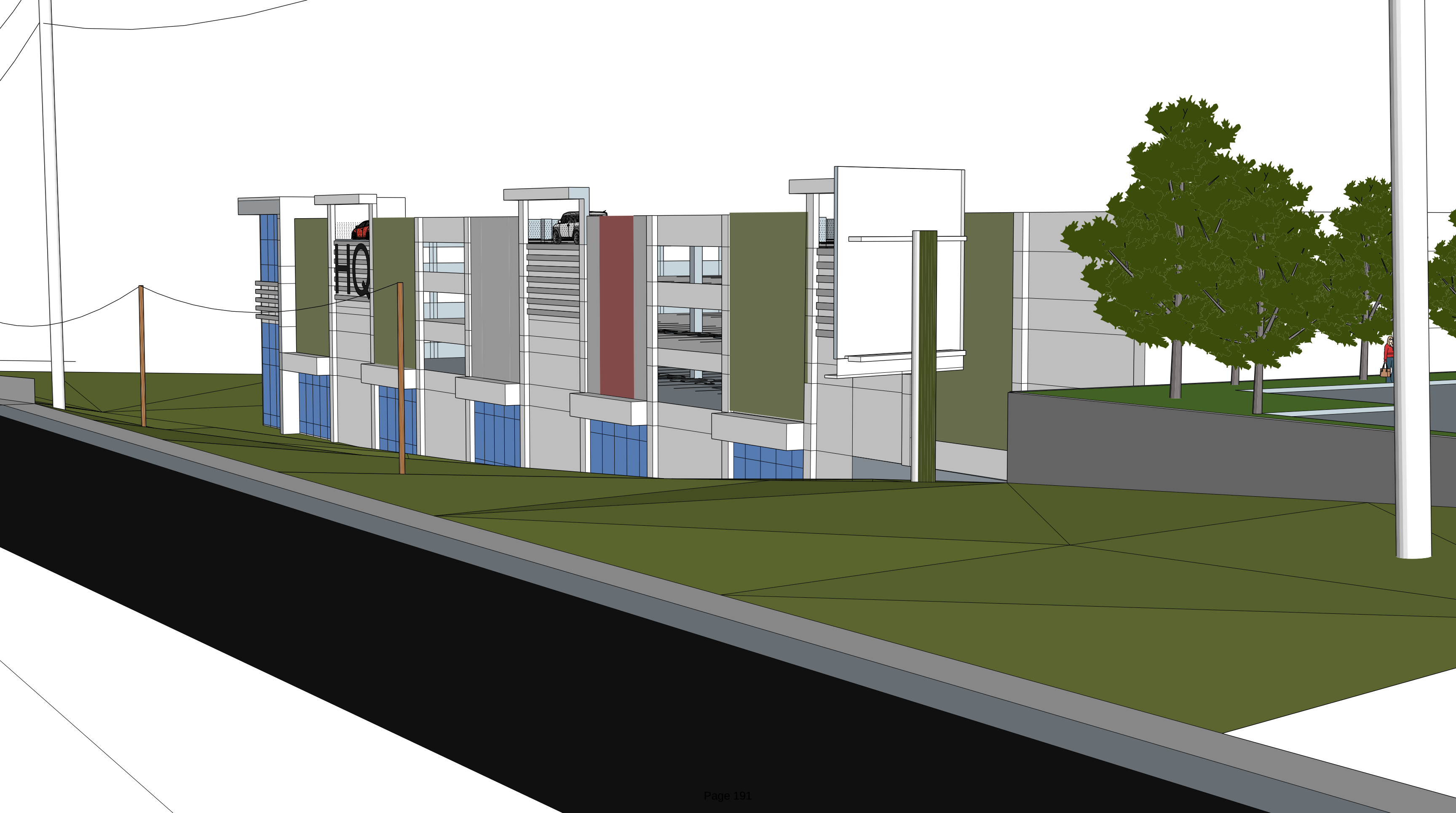
Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

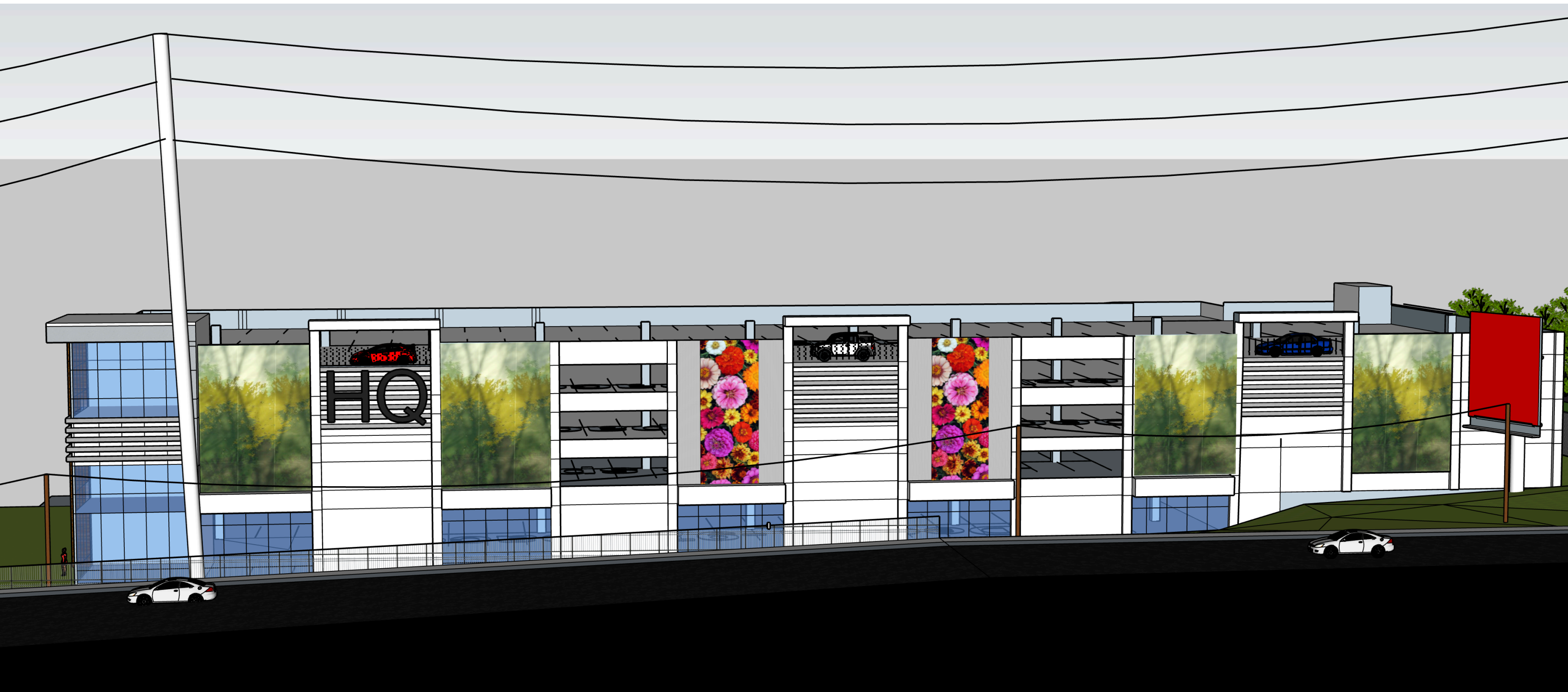
Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



EXHIBIT

2









CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org.
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Headquarter Honda

Applicant: Headquarter Orlando Real Estate LLC

Contact Person: _____

Address: 5895 NW 167th ST

City: Hialeah State: FL Zip: 33015

Phone: _____ Fax: _____

E-Mail: _____

OWNER: Gary A. Bodzin, Trustee UTD 7/29/2009

Address: 18205 Biscayne Blvd, Ste 2201

City: Aventura State: FL Zip: 33160

Phone: _____ Fax: _____

E-Mail: _____

General Location: Lake Blvd & SR 50, Clermont, FL

Legal Description (include copy of survey): See attached copy of deed

Property size (in acres or square feet): 3.12 AC

Flood hazard area (yes) _____ and approx. acreage _____ (no) X

Existing (Actual) Land Use: Vacant Commercial

Existing Zoning: CP-Commercial Planned - County

Existing Future Land Use: Urban Low - County

Proposed Future Land Use: Commercial

Type of development proposed: Additional car display area and stormwater as
assemblage with developed property to the west owned by the applicant.



Proposed density (dwelling units/acre) or intensity: 0.25 FAR

Proposed Zoning District: C-2 General Commercial

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).

This application is being submitted concurrently with an annexation petition and a rezoning application. The applicant owns the adjacent property to the west and it is improved with a Headquarter Honda dealership. The subject property is being purchased for an assemblage with the existing development to allow for additional vehicle display area and stormwater. The subject property however is within the jurisdiction of Lake County and the adjacent, existing development lies within the City of Clermont. This Comp. Plan Amendment follows the concurrently filed annexation petition to assign a City of Clermont FLU designation to 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



STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Bryan Potts, 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 (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.
2. That he (she) desires a Future Land Use Amendment from Urban Low - (County) to Commercial - (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.

Bryan Potts
Affiant - Applicant Name (print)

X Bryan Potts
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 25th day of May, 2021.



X Charlotte Michelle Ferguson
Notary Public, State of Florida at Large

My Commission Expires: 7/12/25



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Gary A. Bodzin, as Trustee UTD 7/29/09, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low - (County) to Commercial - (City) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Bryan Potts, P.E. to act as agent on his (her) 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.

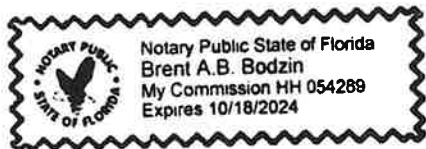
Gary A. Bodzin, as Trustee UTD 7/29/09 X

Affiant - Applicant Name (print)

[Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of May, 2021.



X

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: _____

CITY OF CLERMONT

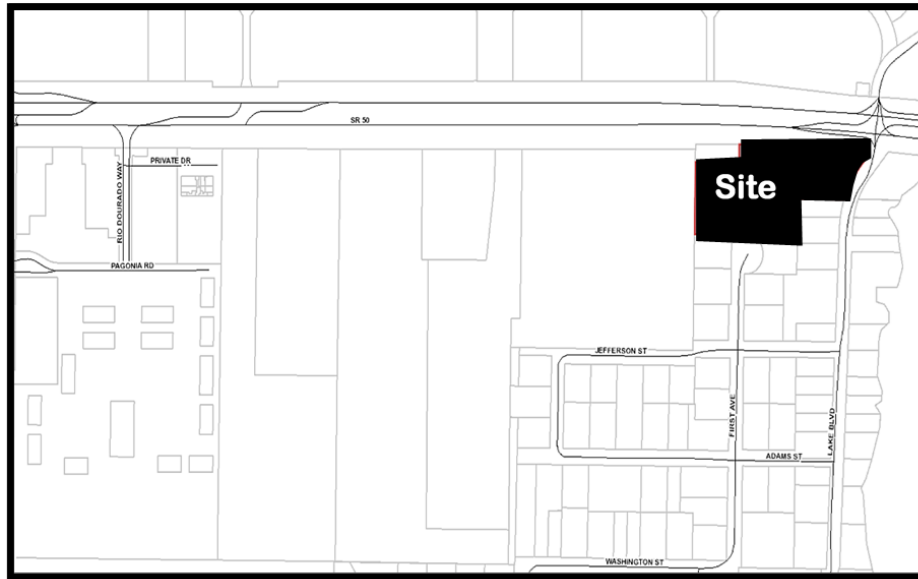
NOTICE OF PROPOSED LAND USE CHANGE

Small Scale Comprehensive Plan Amendment

ORDINANCE NO. 2021-018

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, July 6, 2021 at 6:30 p. m., and a public meeting will be held before the Clermont City Council on Tuesday, July 27, 2021 at 6:30 p.m. for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 3.12 +/- acre parcel below from Lake County Urban Low to Clermont Commercial Land Use Designation. (Parcel Alternate Key #3306686).

b



Location:

Vacant parcel located on State Road 50,
and the corner of Lake Boulevard
Alternate Key 3306686
3.12+/- Acres

Ordinance 2021-018

An ordinance of the City of Clermont, Lake County, Florida, adopting the small-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 small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing for conflict, severability, administrative correction of scriveners error, publication and effective date.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. 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) 241-7331, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

June 22, 2021 and July 13, 2021.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 13, 2021	
Agenda Item Name	
Ordinance No. 2021-019 <i>Introduction Headquarter Honda Garage</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-019.	
Staff Report	
The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre+/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site. With the annexation petition to the City; a request was also included to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial is being requested. In addition, a Conditional Use Permit (CUP) is needed to allow for any automotive sales and services, such as the inventory garage, located in the "C-2" General Commercial zoning district, as required by the Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The project will connect to City water and sewer services, if applicable, which has adequate capacity to service the development. The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary access point on Lake Boulevard will have a private and gated access to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard. The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, which is the Honda Headquarter Dealership, and the parcel located to the south and southeast of subject property is located in Lake County, with an Urban Low zoning category. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	
2. Ord 2021-019 - Headquarter Honda Rezoning (06.24.2021 V2) R&F BL	Ord 2021-019 - Headquarter Honda Rezoning (06.24.2021 V2) R&F BL.pdf	
3. Location Map	Location Map.pdf	
4. 2021-19 Before Zoning	2021-19 Before Zoning.pdf	
5. 2021-19 After Zoning	2021-19 After Zoning.pdf	
6. Conceptual Site Plan	Conceptual Site Plan.pdf	
7. HondaDeck-Roadview1	HondaDeck-Roadview1.pdf	
8. HondaDeck-Roadview2	HondaDeck-Roadview2.pdf	
9. HondaDeck-Roadview3	HondaDeck-Roadview3.pdf	
10. Signed Rezoning App	Signed Rezoning App.pdf	
11. Headquarter Honda REZONING AD	Headquarter Honda REZONING AD.docx	



CITY OF CLERMONT Staff Analysis Report

OWNER: Gary A. Bodzin, Trustee UTD

APPLICANT: Headquarter Honda Orlando Real Estate, LLC

PROJECT NAME: Headquarter Honda Garage

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, rezoning and Conditional Use Permit (CUP) to allow for construction of a vehicle storage/display garage structure to be used ancillary to the existing Headquarter Honda dealership.

SIZE OF PARCEL: 3.12 acres +/- Alternate Key 3306686

LOCATION: Vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard.

EXISTING ZONING: **FROM:** Lake County "CP" Commercial Planned
TO: Clermont "C-2" General Commercial

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: **FROM:** Lake County Urban Low
TO: Clermont Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, rezoning, and a Conditional Use Permit (CUP) for the 3.12 acre +/- vacant parcel located on State Road 50 and the southwest corner of Lake Boulevard. The requested Conditional Use Permit (CUP) will allow for the construction of a four-story garage structure to be used in conjunction with the existing Headquarter Honda Dealership. The conceptual site plan prepared by Tannath Design Group Inc, shows the layout of the proposed structure and parking for the site.

The annexation petition to the City; also included a request to change the future land use from Lake County Urban Low Density to Clermont Commercial designation. The proposed rezoning from Lake County "C-P" Commercial Planned to Clermont "C-2" General Commercial, which requires a Conditional Use Permit (CUP) to allow for any automotive sales, services, garages, dealerships, carwash, boats, trucks, auto paint and body shops located in the "C-2" General Commercial zoning district, as required by the

Land Development Code, Section 122-224. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation.

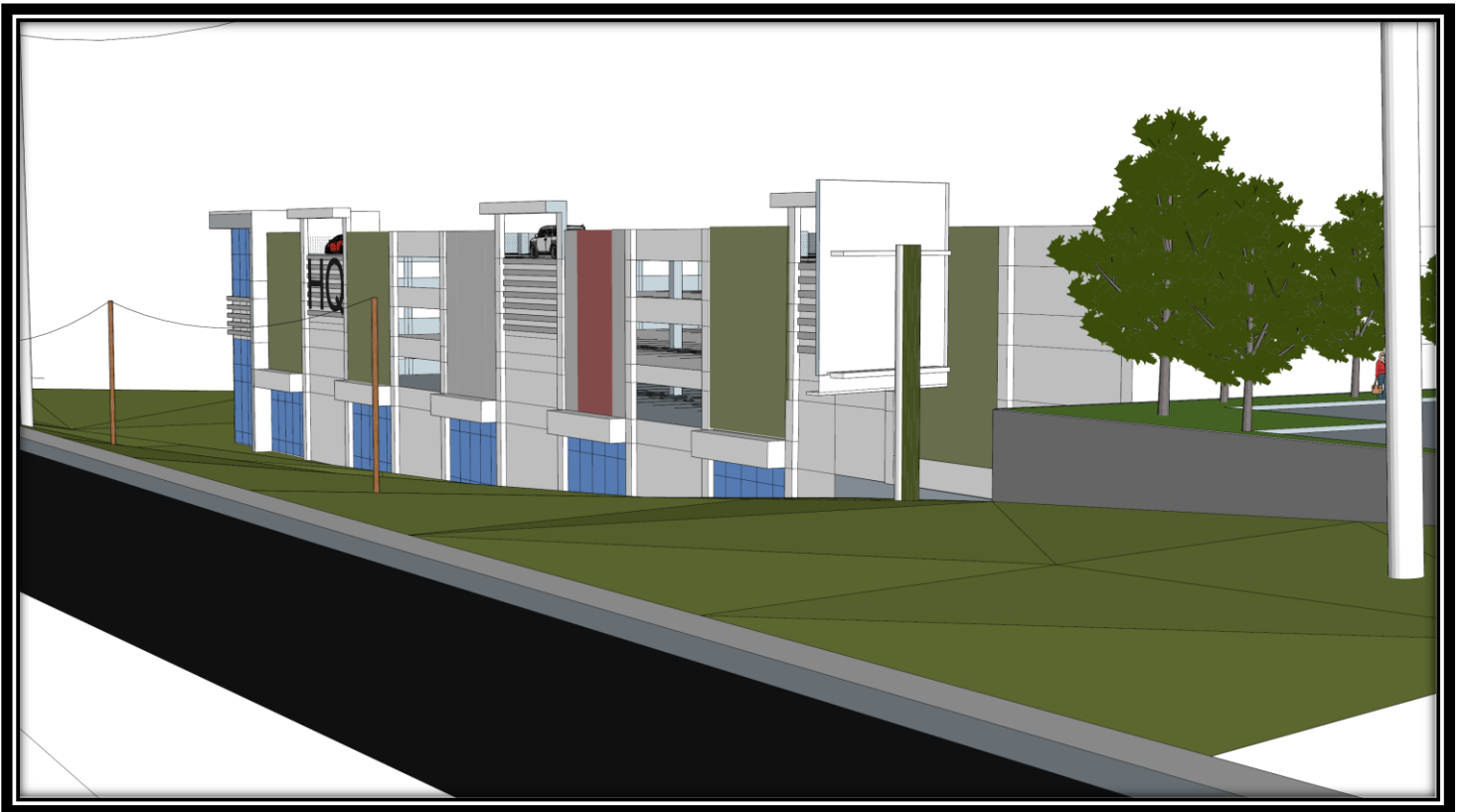
The applicant indicates the proposed development will allow the existing Honda dealership the ability to use the garage structure for the expansion of vehicle inventory, storage and display of new and used vehicles at this location. The project will be required to provide cross access from the existing Honda dealership, which shall be used as the primary access point for the public and any customers that utilize the garage structure. The secondary emergency access point on Lake Boulevard will have a private and gated access point, to restrict and limit public use and to minimize any traffic impacts on Lake Boulevard.

The proposed development will be required to comply with Clermont Land Development Regulations and Architectural Design Standards to allow for construction of the garage structure. The applicant has not requested any variances to the code for construction of the garage. The adjacent parcel located to the west is within Clermont boundaries and zoned C-2 General Commercial, as the Honda Headquarter Dealership, and the parcel located to the south and east of subject property is located in Lake County, with Urban Low zoning designation.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning.

Staff recommends approval of Ordinance No. 2021-017 annexation and Ordinance No. 2021-018, changing the future land use to Clermont Commercial and approval of Ordinance No. 2021-019, rezoning the subject parcel to C-2 General Commercial zoning category. Staff also recommends approval of the Conditional Use Permit (CUP), with the provisions and conditions contained in Resolution No. 2021-037R, to allow a garage structure to be used ancillary to an existing automobile dealership located in the "C-2" General Commercial zoning district.





CITY OF CLERMONT
ORDINANCE NO. 2021-019

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lots 2, 3, 4 and 5, Block “H”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block “A”, according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block “A”, lying West of Block “A”, and lying East of Block “A”, less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block “H”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block :A:; lying South of Lots 9 through 16, inclusive, Block “A”; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block “A”, North of Lot 23, Block “A”, lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

LOCATION:

Vacant parcel located on State Road 50 and the
Corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- acres



REZONING OF PROPERTY:

**FROM: LAKE COUNTY “CP” COMMERCIAL PLANNED
TO: CLERMONT “C-2” GENERAL COMMERCIAL DISTRICT**

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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. 2021-019

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27TH day of July 2021.

CITY OF CLERMONT

Tim Murry, Mayor

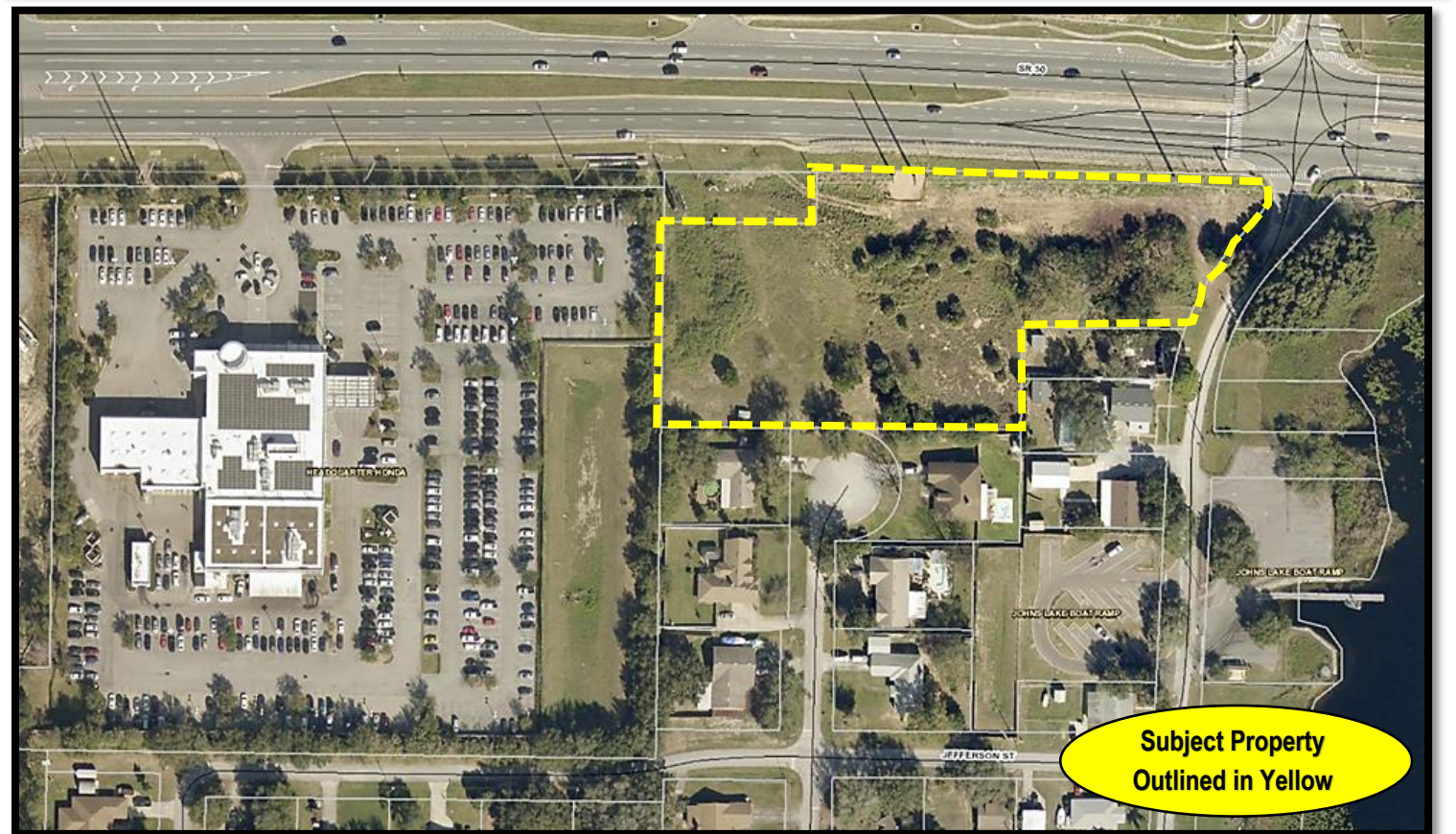
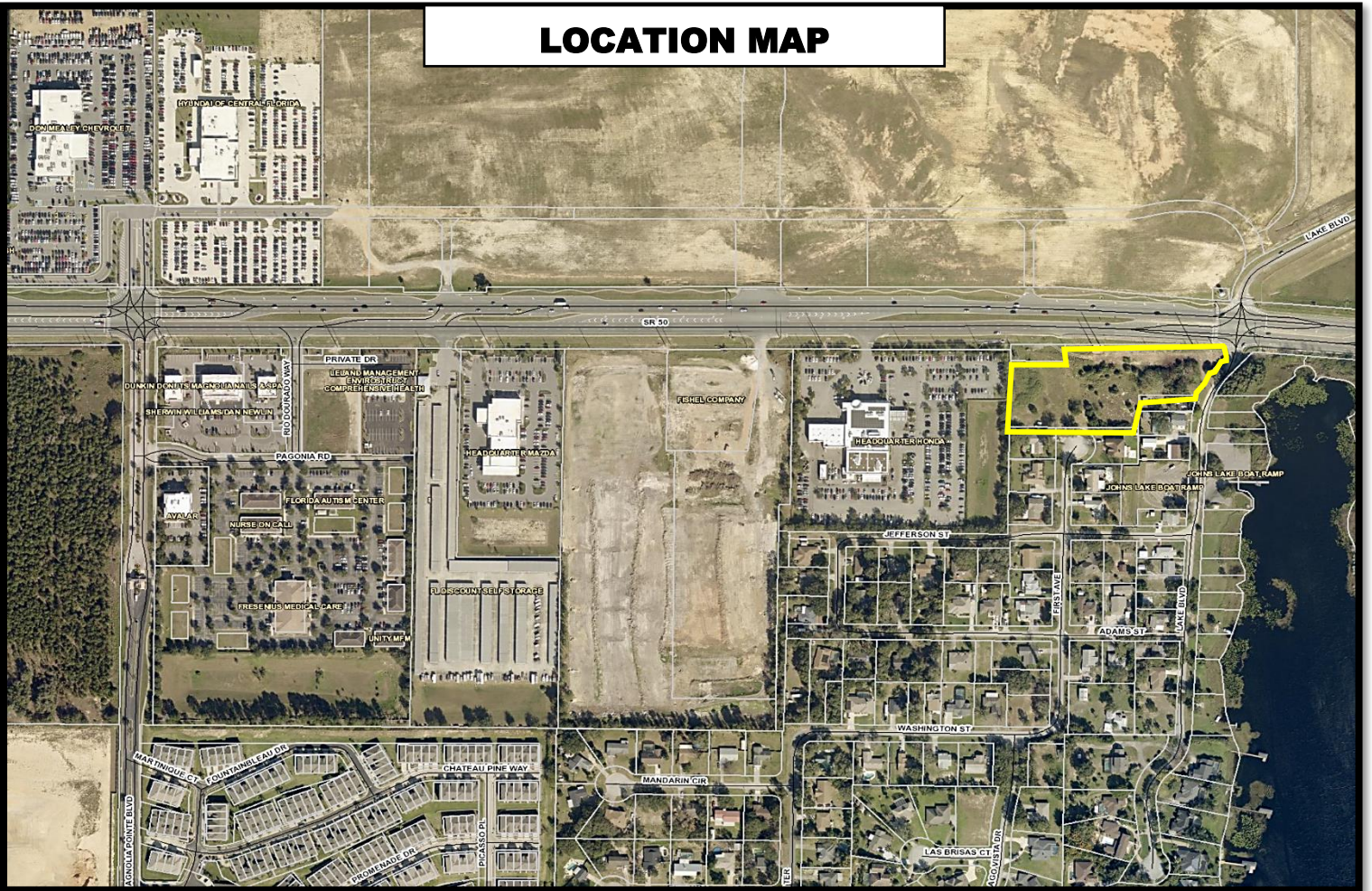
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



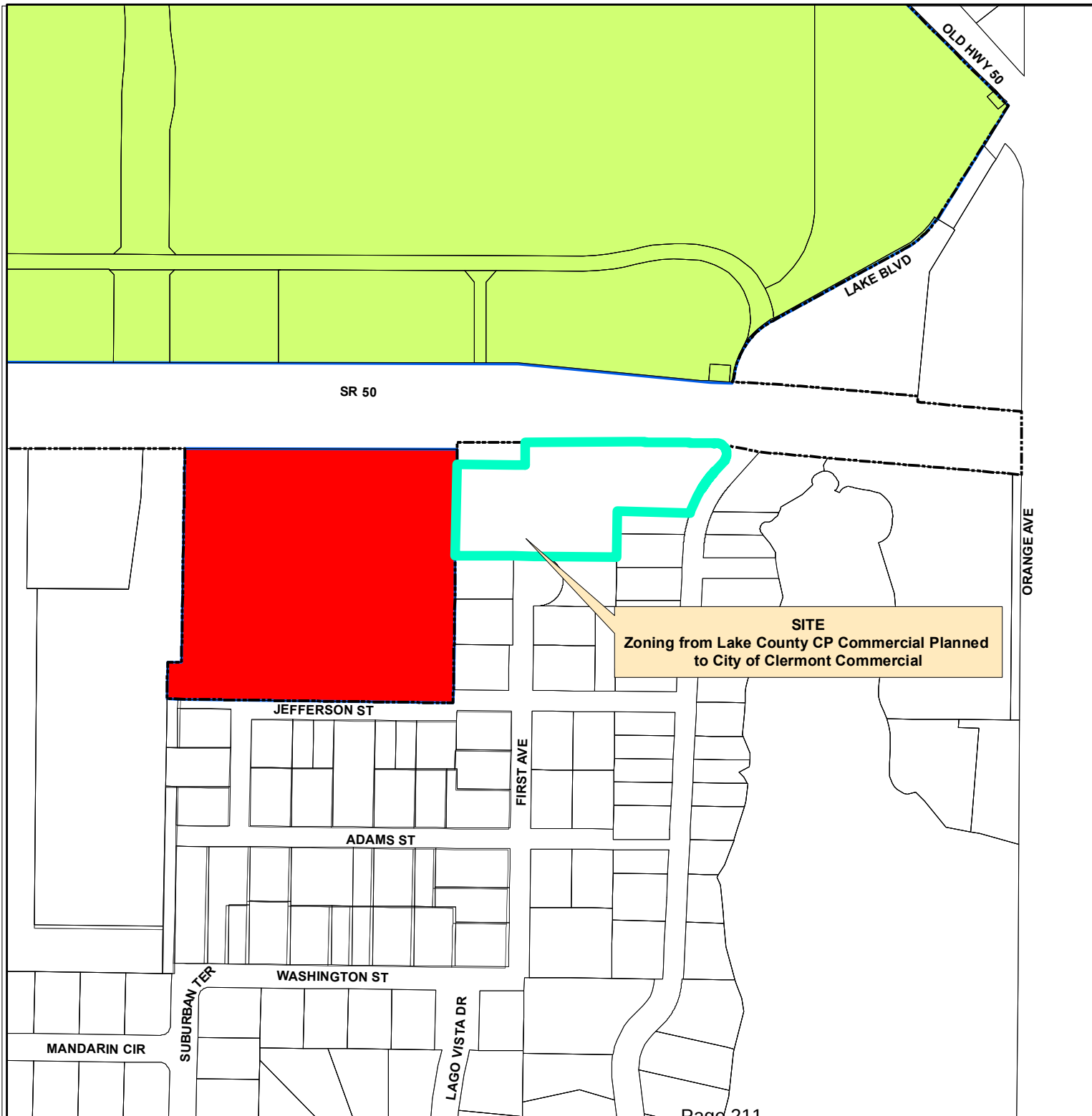


Zoning
2021 - 019

Before

Legend

- City Limits
- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS



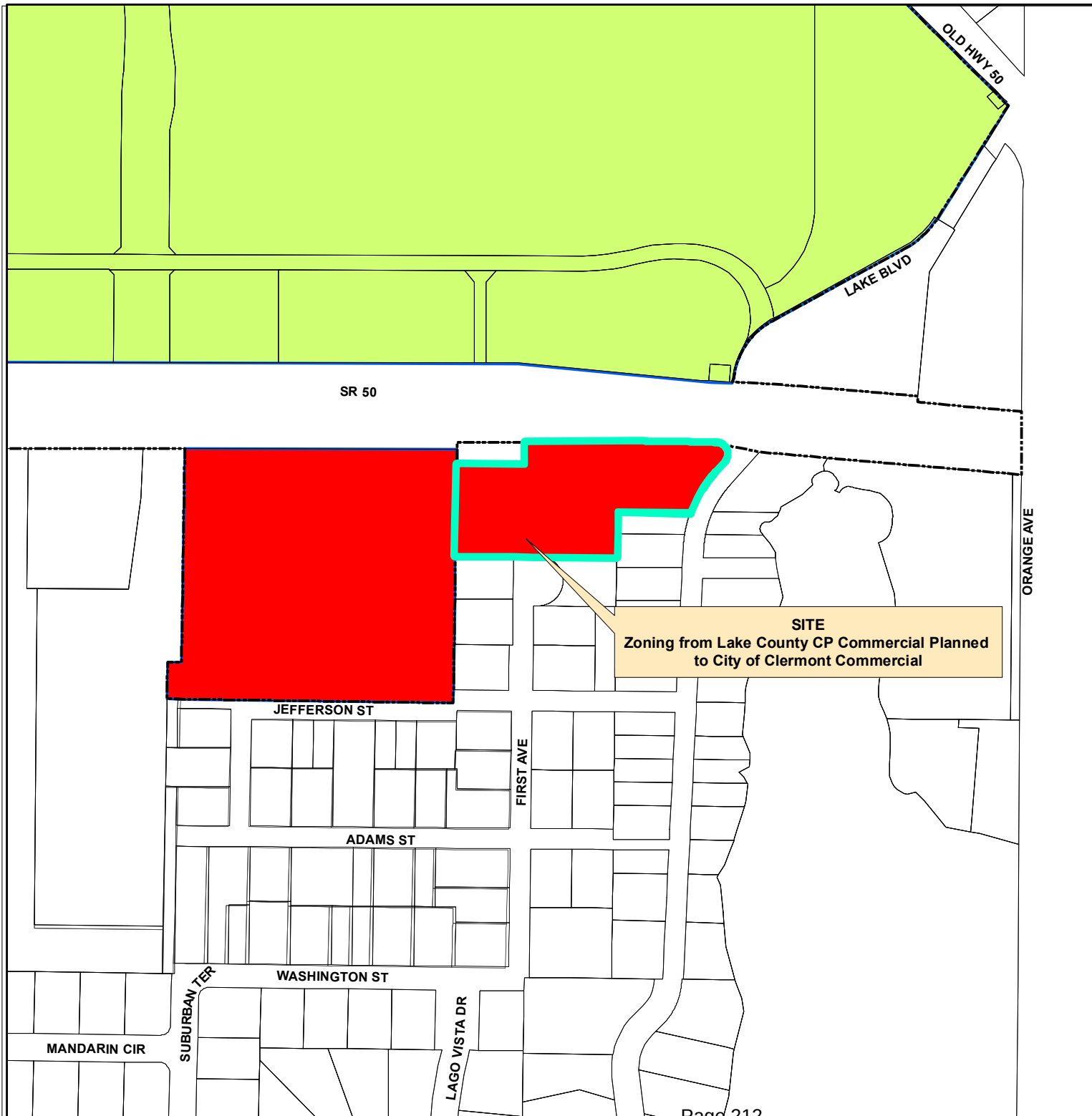


Zoning
2021 - 019

After

Legend

- City Limits
- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
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- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS



SITE DATA:

PROPERTY LOCATION:

PARCEL ID:

ALTERNATIVE KEY:

CURRENT LOCAL MUNICIPALITY:

PROPOSED LOCAL MUNICIPALITY:

EXISTING FUTURE LAND USE:

PROPOSED FUTURE LAND USE:

CURRENT ZONING:

PROPOSED ZONING"

CURRENT USE:

PROPOSED USE:

TOTAL OVERALL PARCEL AREA:

SR 50 & LAKE BLVD

25-22-26-0001-000-02600

3306686

LAKE COUNTY

CITY OF CLERMONT

URBAN LOW

COMMERCIAL

COMMERCIAL PLANNED (CP)

GENERAL COMMERCIAL (C-2)

VACANT COMMERCIAL LAND

CAR DEALERSHIP

3.12 AC

CITY SETBACKS:

50' ALONG SR50

25' REAR

12' SIDE

BUFFERS:

20' ALONG SR 50

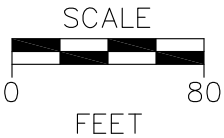
15' ALONG LAKE BLVD

10' SIDE

BUILDING MAX HEIGHT: 55'

MIN. INTERIOR LANDSCAPE ISLAND AREA: 300SF

SR 50



FLU: COMMERCIAL
ZONING: C-2
USE: CAR DEALERSHIP
(CITY OF CLERMONT)

FLU: URBAN LOW
ZONING: C-1
USE: BILLBOARD SIGN
(LAKE COUNTY)

3-STORY
PARKING GARAGE

325'

130'

SWALE

PARKING AREA

ACCESS DRIVE

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

STORMWATER POND

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FLU: URBAN LOW
ZONING: A
USE: RESIDENTIAL
(LAKE COUNTY)

FIRST AVE

LAKE BLVD

OWNER:

GARY A. BODZIN, TRUSTEE
18205 BISCAYNE BLVD, STE 2201
AVENTURA, FL 33160

APPLICANT:

HEADQUARTER ORLANDO REAL ESTATE LLC
5895 NW 167TH ST
HIALEAH, FL 33015

PROPOSED DEVELOPMENT:

THE DEVELOPMENT WILL BE AN EXPANSION OF THE ADJACENT HEADQUARTER HONDA FACILITIES TO PROVIDE ADDITIONAL CAR DISPLAY AREA ALONG WITH THE NECESSARY STORMWATER MANAGEMENT FOR THE PROPOSED AREA.

THE PROPERTY IS CURRENTLY IN UNINCORPORATED LAKE COUNTY AND IS BEING ANNEXED INTO THE CITY OF CLERMONT. THE DESIRED ZONING IS C-2 GENERAL COMMERCIAL TO MATCH THE EXISTING ZONING OF THE CONTIGUOUS PROPERTY OWNED BY HEADQUARTER HONDA.

SCALE: 1"=80'

PROJECT: 060-003

DATE: 05/07/21

DRAWN BY: SCP

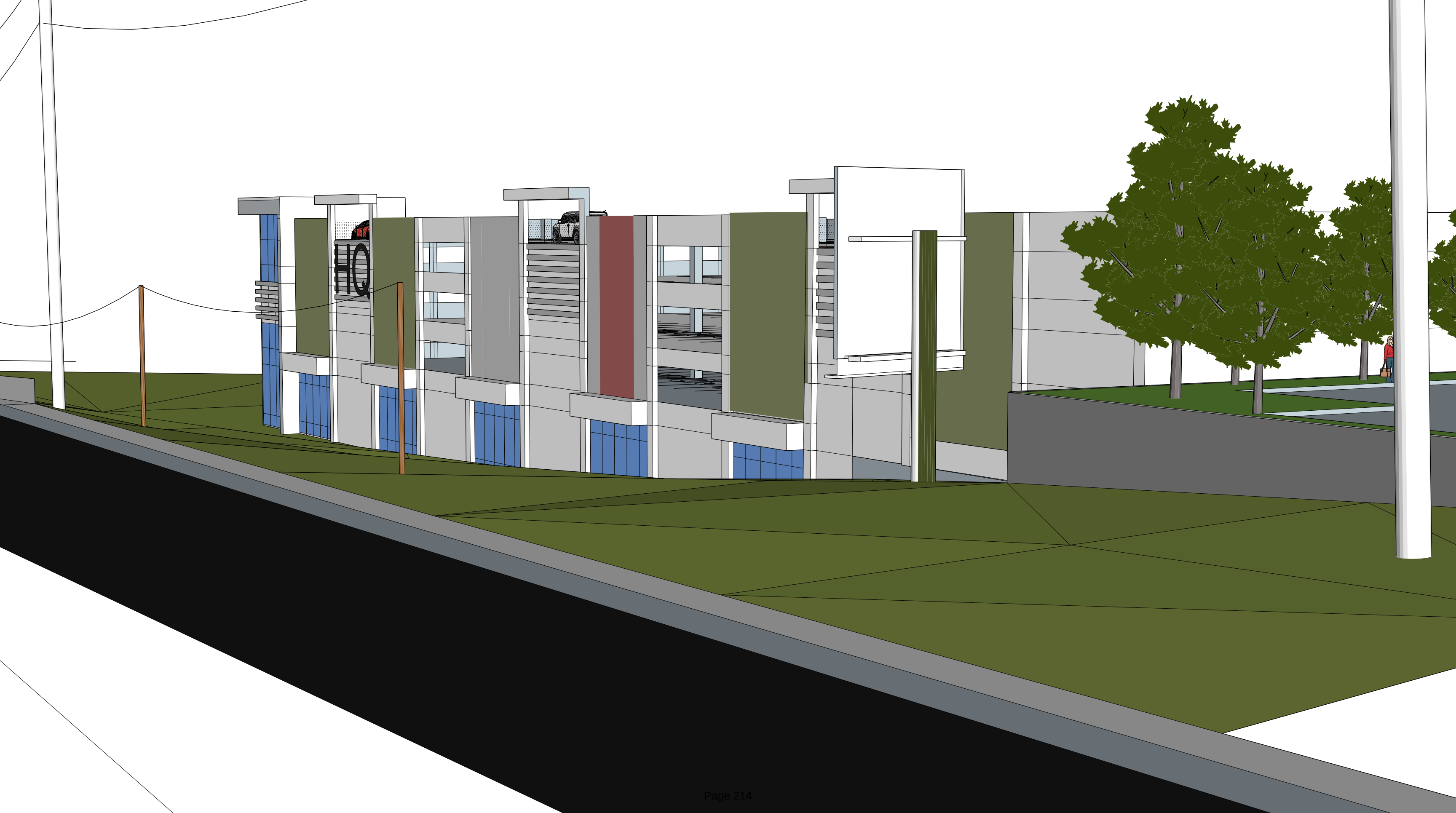
Plot Plan
Headquarter Honda
SR 50 & Lake Blvd
Clermont, Florida

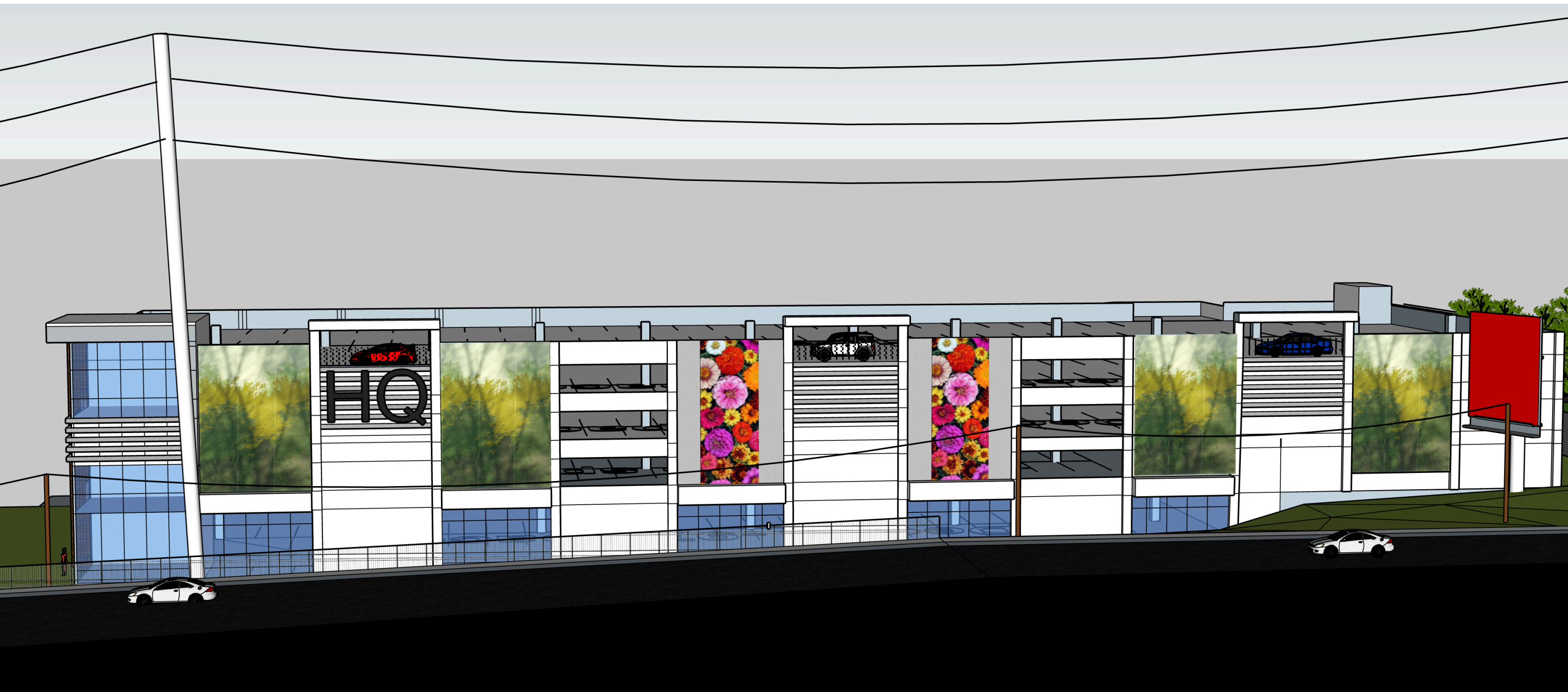
Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com



EXHIBIT

2









CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT REZONING APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Headquarter Honda			
Applicant Headquarter Orlando Real Estate LLC			
Contact Person			
Address 5895 NW 167th ST		City Hialeah	State FL Zip 33015
Telephone		Fax	
Email			
OWNER INFORMATION			
Owner's Name Gary A. Bodzin, Trustee UTD 7/29/2009			
Owner Address 18205 Biscayne Blvd, Ste 2201		City Aventura	State FL Zip 33160
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property Lake Blvd & SR 50		City Clermont	State FL Zip
Legal Description (include copy of survey) See attached copy of Deed			
Acreage 3.12		Land Use (City verification required) Commercial	
Present Zoning (City verification required) CP-Commerical Planned (County)		Proposed Zoning C-2 General Commercial	



CITY OF CLERMONT
REZONING
APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?
See Justification

Check box to indicate additional materials are provided via attachment. ☒

Bryan Potts
Applicant Name (print)

x Bryan Potts
Applicant Name (signature)

Gary A. Bodzin, as Trustee UTD 7/29/09
Owner Name (print)

x [Signature]
Owner Name (signature)

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

5/22/2020

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

GARY A. BODZIN, TRUSTEE UTD 7-29-09 _____, who being

by me first duly sworn on oath, deposes and says:

1. That he ^{/ as trustee of said trust} (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires Rezoning from CP-Commercial Planned (County) to C-2 General Commercial (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 (her) behalf to accomplish the above. The owner is required to complete the APPICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Gary A. Bodzin, as Trustee UTD 7-29-09 X _____

Affiant - Applicant Name (print)

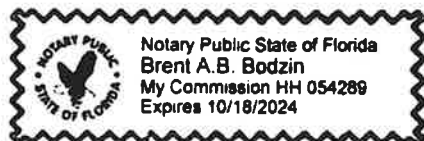
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of May, 20 21.

X

Notary Public, State of Florida at Large



My Commission Expires: _____

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-019

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for conflict, severability, administrative correction of scrivener's error, publication and effective date.

LOCATION:

Vacant parcel located on State Road 50
and the corner of Lake Boulevard
Alternate Key 3306686
3.12 +/- Acres

LEGAL DESCRIPTION

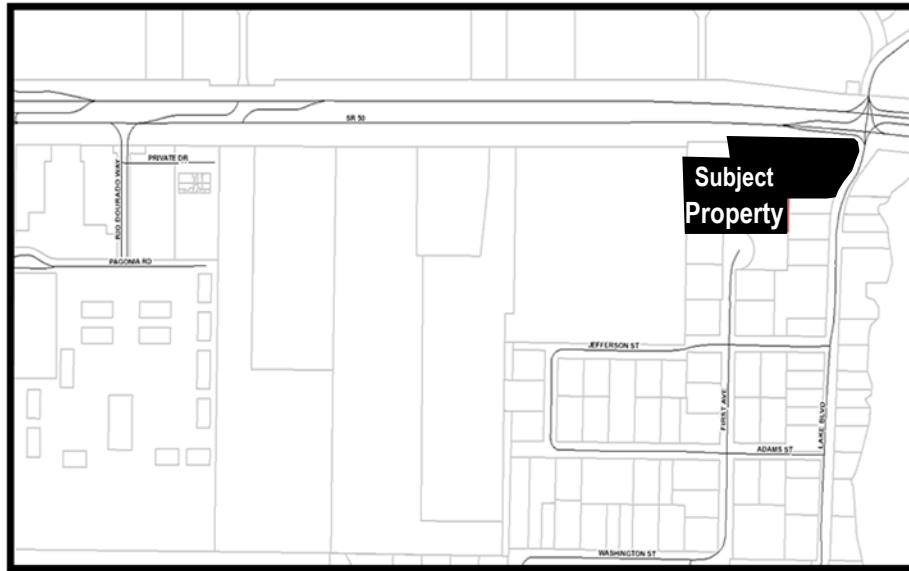
Lots 2, 3, 4 and 5, Block "H", according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

Lots 1 through 20, inclusive, and Lot 23, Block "A", according to the Plat of EDGEWATER BEACH, a Subdivision in Section 25, Township 22 South, Range 26 East, Lake County, Florida, recorded in Plat Book 8, Page 84, Public Records of Lake County, Florida.

That part of First Avenue according to said EDGEWATER BEACH SUBDIVISION lying South of the Southerly Right of Way line of State Road 50; lying North of the Westerly extension of the South line of Lot 17, Block "A", lying West of Block "A", and lying East of Block "A", less and except the Westerly 1/2 lying North of the Easterly extension of the South line of Lot 1, Block "H"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying North of Lots 17 through 20, inclusive, Block "A"; lying South of Lots 9 through 16, inclusive, Block "A"; and an unnamed alley according to said EDGEWATER BEACH SUBDIVISION lying South of Lots 1 through 7, Block "A", North of Lot 23, Block "A", lying Westerly of the Westerly right of way line of Lake Blvd. #3-1370, and the extension thereof, less and except any portion of the vacated street known as Madison Street.

From: Lake County "CP" Commercial Planned
To: City of Clermont "C-2" General Commercial

LOCATION MAP



The Planning & Zoning Commission will consider the request on Tuesday, July 6, 2021 at 6:30 p.m. and a public meeting to consider the request will be held before the Clermont City Council on Tuesday, July 27, 2021 at 6:30 p.m. for final enactment.

All meetings will be held at Clermont City Hall, Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., 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 may need to ensure that 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.

Daily Commercial

June 22, 2021 and July 13, 2021

Tracy Ackroyd Howe, MMC
City Clerk