



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, April 12, 2016**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Municipal Clerks Week

Safe Digging Month

PRESENTATIONS

Police Department Awards Ceremony

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 - Meeting Minutes | Consider approval of March 8, 2016 and March 22, 2016 Regular Council meeting minutes. |
| Item No. 2 - Heritage Hills Phase 6B Plat | Consider approval of Heritage Hills Phase 6B plat. |
| Item No. 3 - Appointment | Consider re-appointment of Council Member Mullins to serve as the representative to the Lake County Arts and Cultural Alliance Advisory Board for a two year term. |
| Item No. 4 - Surplus Request | Consider approval to declare end of life inventory as surplus from Environmental Services, Finance, and the Police Departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 5 - Fee Reduction Request | Consider request from Clermont Girls Fastpitch Softball and USSSA Fastpitch. |

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| Item No. 6 - Event Signage Request | Consider allowing New Beginnings to erect temporary signage around Clermont to promote the Dragon Boat Race on April 30. |
| Item No. 7 - Event/Open Container Request | Consider allowing the City of Clermont's 4th of July event at Waterfront Park to allow open containers in the requested area. |
| Item No. 8 - Event/Open Container Request | Consider allowing the Taste of the Caribbean and Jerk Festival event at Waterfront Park and open containers in the requested area. |
| Item No. 9 - Bid Award | Consider approval of lease agreement between the City of Clermont and Premier Services for Events, Inc. to provide concession and catering services. |
| Item No. 10 - Bid Award | Consider approval of Request for Proposals award to DesignLab, Inc. to provide uniforms. The amount for the Fire and Police Department combined is \$97,000; funded in the approved budget. |
| Item No. 11 - Scope of Services | Consider approval of Professional Services for Schematic Design and Preliminary Engineering of the Promenade Project by GAI Consultants, Inc., in the amount of \$94,100 funded in the Capital Projects fund budget. |
| Item No. 12 - Scope of Services | Consider approval of Professional Services for Montrose Streetscape Schematic design and renderings by Powell Architecture in the amount of \$12,550, funded in the Capital Projects fund budget. |

UNFINISHED BUSINESS

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| Item No. 13 - Ordinance No. 2016-09; <i>Final Hartle Grove Annexation</i> | Consider an ordinance to annex the residential (Terrace Grove) and commercial portions of Hartle Grove, located south of Highway 50, east and west of Hartle Road. |
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**CITY OF CLERMONT
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Item No. 14 - Ordinance No. 2016-10; *Transmittal
Hartle Grove Large-Scale Comprehensive Plan
Amendment*

Consider transmittal of an ordinance to change the future land use from Lake County Urban Low to Master Planned Development for property located south of Highway 50, east and west of Hartle Road.

Item No. 15 - Ordinance No. 2016-11; *Final
Hartle Grove Rezoning*

Consider an ordinance to change the zoning from UE Urban Estate to Planned Unit Development for property located south of Highway 50, east and west of Hartle Road.

Item No. 16 - Ordinance No. 2016-13; *Final
Franchise Agreement*

Consider an Ordinance to allow a non-exclusive garbage franchise agreement with Hubbard Construction Company d/b/a Mid Florida Materials.

NEW BUSINESS

Item No. 17 - Ordinance No. 2016-07; *Introduction
Police Pension Plan Amendment*

Consider ordinance introduction to amend the Police Officers Retirement Plan.

Item No. 18 - Ordinance No. 2016-08; *Introduction
Fire Pension Plan Amendment*

Consider ordinance introduction to amend the Firefighters Retirement Plan.

Item No. 19 - Ordinance No. 2016-14; *Introduction
Napleton Annexation*

Consider ordinance introduction to annex property located at 15859 SR 50.

Item No. 20 - Ordinance No. 2016-16; *Introduction
Napleton Rezoning*

Consider ordinance introduction to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 15859 SR 50.

ADJOURN

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

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



Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

Whereas, The Office of the Municipal Clerk is the oldest among public servants; and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Municipal Clerks and staff have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, The Municipal Clerk and staff serves as the information center on functions of local government and community; and

Whereas, Municipal Clerks and staff continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont, do recognize the week of May 1 through May 7, 2016 as

Municipal Clerks Week

and further extend appreciation to our Municipal Clerk and staff, and to all Municipal Clerks and staff members for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 12th day of April, two thousand sixteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



WHEREAS, each year, Florida's vital underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging; and

WHEREAS, undesired consequences such as utility service interruption, damage to the environment, personal injury and even death are the potential results of failing to locate underground lines before digging; and

WHEREAS, Sunshine 811 and its 943 members promote the national call-before-you-dig number, 811, in an effort to prevent these damages; and

WHEREAS, designated by the Federal Communications Commission in 2005, 811 provides excavators and homeowners a simple, toll-free number to call and request utility line locations at the intended dig site; and

WHEREAS, through education on safe digging practices, excavators and homeowners can save time and money and prevent serious injury to themselves and others by calling 811 before beginning any digging project, waiting two full business days for locate marks, verifying the utility responses, protecting the marks so they remain visible throughout the project, and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility;

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, do hereby extend greetings and best wishes to all observing April 2016 as

SAFE DIGGING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 12th day of April, two thousand sixteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 8, 2016

The Clermont City Council met in a regular meeting on Tuesday, March 8, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION

Pastor Tim Moses gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Lake Apopka Natural Gas District

Ann Dupee stated she was appointed by the City Council to represent the City of Clermont on the Lake Apopka Natural Gas District Board. Ms. Dupee introduced Sam Davis; Executive Director, and Cliff Addison; Finance Director, of the Lake Apopka Natural Gas District.

The District is comprised of Apopka, Winter Garden, and Clermont and each municipality is provided a monthly report and financial statement. Apopka Mayor Kilsheimer has expressed reservations regarding Apopka's benefit of involvement with the District and would like to sell the District.

The involved municipalities receive franchise fees and tax money from the District. The District encompasses 622 square miles and includes the growing areas of Winter Garden, Isleworth, Windermere, Ocoee, Apopka, Zellwood, and Clermont. The City of Clermont incorporates approximately half of the District's territory; which includes Clermont, Groveland, Mascotte, Minneola, Montverde, and the Lake County Correctional Institute.

Tampa Electric Company has expressed interest in purchasing the District. Ms. Dupee opined selling the District was premature due to the remaining areas available for expansion.

Council Member Goodgame asked of the effect the Alabama pipe line may have on the District. Ms. Dupee commented negotiations are continuing and the District's consultants are involved.

Mayor Ash thanked Ms. Dupee for the presentation and representing the City of Clermont.

Ann Dupee requested direction from the Council.

Council Member Mullins inquired of the ownership split between the three municipalities. Ms. Dupee stated should the Board elect to pay dividends the Board would determine the apportionment. In 2011, the Board determined the District should accumulate dividends to pay off bond debt to avoid penalties.

Council Member Mullins inquired of the possibility of Winter Garden and Clermont purchasing Apopka's ownership share. City Attorney Mantzaris stated the provisions of the enabling legislation would have to be reviewed.

Council Member Mullins moved to instruct the City's Representative to not be in favor of selling; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Drinking Water Plant Operations Excellence Award

Environmental Services Director Roy presented the Drinking Water Plant Operations Excellence Award the City received for the fourth consecutive year. He presented certificates to several of the staff members responsible for ensuring the residents receive clean fresh drinking water.

Mosquito Spraying

Public Works Director Brunson provided an update on the City's efforts in mosquito control in conjunction with Lake County. Lake County handles the majority of the spraying and the City sprays prior to large events. Lake County has produced a brochure on preventative measures residents can utilize to prevent mosquito spreading. The brochures are available at the Lake County and City's Public Works offices.

PUBLIC COMMENTS

Kurt Schuh; Veteran of Foreign Wars Post Commander, commented he attended a session in Washington DC regarding veteran's issues. He thanked Council and staff for supporting their 70th Anniversary event held at City Hall Park. Mr. Schuh thanked Congressman Webster for recognizing and entering the Veterans of Foreign War Post and their 70th Anniversary into the Congressional Record on February 25, 2016.

Helmut Michelson congratulated the Environmental Services Department for receiving the Drinking Water Plant Operations Excellence Award.

REPORTS

City Manager Gray reported Pig on the Pond begins this Friday, March 11, 2016 and runs through Sunday, March 13, 2016. The Champions Splash Park at Waterfront Park and the swimming pool at the Arts and Recreation Center will open on March 18, 2016.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame – No report.

Council Member Mullins commented First Friday Music on Montrose had a wonderful crowd. Mr. Mullins reported Saturday, March 5, 2016 was the Vintage Fair and Garden Show; and Sunday, March 6, 2016 was the Farmers Market and Community Yard Sale.

Council Member Travis reported the Sports and Tourism Committee will meet at 8am on Wednesday, March 9, 2016 at the National Training Center.

Mayor Ash commented she attended the Kings Ridge 20th Celebration event, met with the Clermont Women's Club, attended Spring Fling at Trilogy. Mayor Ash suggested providing a training module and policy for Council communications during the Ethics Training sessions.

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Mayor Ash read a statement regarding recent statements by Council Member Goodgame and requested an apology.

CONSENT AGENDA

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

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| Item No. 1 – Bid Award | Consider approval of bid award to Pooley Enterprises, Inc. to provide wastewater treatment facility expansion and renovations in the total amount of \$237,019. |
| Item No. 2 – Contract Award | Consider request to piggyback the Volusia County B.C.C. contract with Advanced Environmental Laboratories, Inc. to provide laboratory analysis and sampling services in the annual estimated amount of \$35,000. |
| Item No. 3 – Contract Award | Consider request to piggyback City of Oldsmar contract with Southern Analytical Laboratories, Inc. to provide laboratory services in the amount or estimated amount of \$35,000. |
| Item No. 4 – Contractor Name Change | Consider request for contractor name change from Cash Cycle Solutions, Inc. to Business Ink, Co. |
| Item No. 5 – Surplus Request | Consider approval to declare end of life inventory as surplus from Environmental Services Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 6 – SECO Energy Easement | Consider request from Sumter Electric Cooperative Inc. for an easement for the underground power lines at the new Police Station. |
| Item No. 7 – Event and Road Closure Request | Consider approval of “Run for Kris 5K” event request with road closures in Downtown Clermont on May 21, 2016. |
| Item No. 8 – Resolution No. 2016-06 | Consider approval of Resolution authorizing the sale of City property located on Hooks Street to Golden Fonesca Investment, LLC for the purchase price of \$1,308,000. |

Mayor Ash announced Consent Agenda Item 8 was added to the agenda and read the description aloud.

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Council Member Goodgame moved to approve the Consent Agenda as amended and written; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Mayor Ash noted the applicant for Item 9; Freeman Lien Release, was delayed. The Freeman Lien Release request was moved to the end of the meeting.

Item No. 10 – Ordinance No. 2015-74 *Final; Special Events*

City Clerk Ackroyd Howe read Ordinance 2015-74 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending City Code Chapter 54 “Streets, Sidewalks and Other Public Places”, creating Article IV “Special Events”, providing for Purpose and Intent; Definitions; Permit Required/Exemption; Application for Permits; Police Protection; Fire Protection and Emergency Medical Services; limitations; conflict; severability; codification; and an effective date.

Parks and Recreation Director Davidoff stated the Ordinance standardizes the process for all event request applicants. The process has been reviewed by the Parks and Recreation Department, Police Department, and Fire Department.

Council Member Travis asked of the changes from the current process.

Parks and Recreation Director Davidoff stated the current process involved applicants either filing with the Fire Department or the Parks and Recreation Department. The new process will be tracked online to enable every department to review all event request applications.

Council Member Travis inquired of the recourse for adverting an event prior to approval. City Manager Gray commented the City would ensure the applicant is aware of the process.

Council Member Goodgame requested the public receive a synopsis of the process. City Attorney Mantzaris stated a Staff Policy exists which would be provided to event requestors.

Parks and Recreation Director Davidoff stated organizations who previously submitted event applications will be notified of the new process.

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

Council Member Mullins asked of the number of permits required for monthly events; such as the First Friday events. Parks and Recreation Director Davidoff indicated such events would require one permit each year.

Council Member Goodgame expressed concern regarding the parking issues at Hancock Park involving the buses during the annual softball tournaments. City Manager Gray stated staff would address the issue.

Council Member Travis noted arrows from a recent bicycle event were still on the trail.

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Council Member Mullins asked of the recourse for violations of the Ordinance. City Manager Gray stated the City would withhold the deposit.

Council Member Bates moved to approve Ordinance 2015-74; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 11 – Variance Request; *Hunters Run*

Planning Manager Henschel presented the variance request for private streets with gates at the Hunters Run subdivision located on Hartwood Marsh Road. The developer previously approached the City Council with a request to temporarily block off the entrance during the construction phase of the project due to worker safety concerns. The developer is formally requesting approval to create private streets with gates. Staff recommended approval of the request for private streets with gates.

Ryan Denham was present to represent the applicant and was available for questions.

Mayor Ash opened the public hearing.

Robin Ihnenfeld and Brian Piotrowski spoke in favor of the request.

Mayor Ash closed the public hearing.

Council Member Bates inquired of any petitions in favor of the request.

Council Member Travis commented she has sold homes in the subdivision and the buyers are in favor of a gated community.

Council Member Mullins commented the streets were private streets and not maintained by the City.

City Manager Gray stated the City would remove the City logo from the street signs should the Council approve the request.

Council Member Goodgame moved for approval of the variance request; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 12 – Joint Planning Area Discussion

Senior Planner Kruse reported Lake County staff requested a recommendation from the City Council on an application from Extreme Groves Investments, LLC to change the future land use from Lake County Rural to Urban Low Density for a proposed single-family residential development. The 65-acre site is located north of Hartwood Marsh Road and the proposal would change the density from 1 dwelling unit per five acres to 4 dwelling units per acre.

Tom Dailey; Applicant, stated the proposed development would be capped at two dwelling units per acre and will follow the Wellness Way Plan. Mr. Dailey requested Council support the request.

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Council Member Travis commented the orange groves were no longer viable due to the citrus greening issue faced by many growers.

Mr. Dailey stated the grove was no longer viable to use and the zoning application proposes an agricultural technology center.

Mayor Ash opened the public hearing.

Don Dennis asked the City to stipulate Lake County not approve the request until plans to develop Hartwood Marsh Road were formulated. City Manager Gray noted the developer would be required to undergo a traffic study.

Council Member Mullins inquired of the size of the lots. Mr. Dailey stated the lots would be slightly smaller than half-acre lots.

Council Member Mullins expressed concern regarding the Lake County zoning allowing four dwelling units per acre. Mr. Dailey stated the Wellness Way Plan would cap the density at 1.85 units per acre.

Gail Brown spoke of the current traffic conditions on Hartwood Marsh Road.

Mayor Ash closed the public hearing.

Council Member Mullins moved the City recommend approval contingent upon the zoning going through at 1.85 per acre concurrently; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 13 – Ordinance No. 2016-09 *Introduction; Hartle Grove Annexation*

City Clerk Ackroyd Howe read Ordinance 2016-09 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary Agreement dated December 2, 2014; providing for an effective date, severability, recording, and publication.

Council Member Mullins moved to introduce Ordinance 2016-09; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 14 – Ordinance No. 2016-11 *Introduction; Hartle Grove Rezoning*

City Clerk Ackroyd Howe read Ordinance 2016-11 aloud by title only.

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, effective date, and publication.

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Council Member Mullins moved to introduce Ordinance 2016-11; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 15 – Ordinance No., 2016-12 *Introduction; Miller Rezoning*

City Clerk Ackroyd Howe read Ordinance 2016-12 aloud by title only.

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, effective date, and publication.

Council Member Mullins moved to introduce Ordinance 2016-12; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 9 – Lien Release; *Freeman*

Development Services Director Hollerand stated the applicant was not present and requested the City Council address the request. The request was previously heard by the City Council on January 12, 2016 and was tabled to March 8, 2016 to allow for additional discussion.

The property had two code enforcement cases for property maintenance violations. The Order Imposing an Administrative Lien was approved April 19, 2013 and the Code Enforcement Board authorized foreclosure of the lien in November 2013. The City's Code Enforcement Division issued an Affidavit of Compliance on November 3, 2015 and fines of \$289,750 had accrued while the property was out of compliance.

Donald E. Freeman and James C. Freeman had a purchase contract on property in January 2016 and requested elimination of the fine and release of the lien at the January 12, 2016 Council meeting. The property was the subject of a variance request at the January 12, 2016 meeting, which was denied.

The City incurred administrative expenses and staff recommended denial of a full waiver of the fine due to the length of time the property was not in compliance.

Development Services Director Hollerand provided a recap of the January 12, 2016 Council meeting attended by James Freeman. James Freeman and Donald Freeman had assumed the responsibility of paying the taxes on the property after the loss of their parents. City Attorney Mantzaris provided additional information regarding the property was still in the name of the deceased parents, the property taxes had not been paid since 2011, and a tax certificate had been issued in 2012. The owner of the tax certificate could apply for a tax deed and the lien would remain on the property through the transfer of ownership. The City Council discussed several proposals, including foreclosing on the property, lowering the amount of the fine to between \$500 and \$1,000 contingent on remaining in compliance for 180 days, paying a percentage of the existing lien, and not reducing the fine. James Freeman was amenable to paying \$1,000 immediately. The item was tabled to March 8, 2016 to allow further discussion.

The applicant was not present.

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

Council Member Goodgame inquired of Council Member Mullins' motion to reduce the fine in favor of \$1,000 provided the owner sold the property and remain in compliance for 180 days.

Council Member Mullins stated the owner did not have to sell the property.

Mayor Ash questioned accepting \$1,000 for a lien of \$289,000 with years of non-compliance.

Council Member Travis expressed concern of remaining in compliance when the owners live out of state.

Council Member Mullins inquired of the City's capability to mow property and charge the expense.

City Attorney Mantzaris stated the \$289,000 was not out of pocket expenses. The City may or may not be able to recover those expenses.

Council Member Bates asked of staff expenses to pursue the violation. City Manager Gray stated \$1,000 is sufficient to cover the expenses.

Mayor Ash and Council Member Travis had concerns of the property becoming an eyesore should the property not sell.

Council Member Travis commented the City would be helping the owners by foreclosing.

Council Member Mullins stated the City would then have to mow the property and possibly sell the property.

City Attorney Mantzaris commented the vacant land value was \$40,000.

Council Member Bates was opposed to foreclosing and opposed to accepting \$1,000.

Council Member Travis suggested the City request the property be gifted to the City.

Mayor Ash commented Council should consider tabling the issue and proposing the owners gift the property to the City.

City Attorney Mantzaris suggested Council determine an acceptable amount as a lien. The property has back taxes of \$3,464 and additional money in interest which the City would have to pay should the City foreclose.

Council Member Mullins was opposed to spending money for a property valued at \$40,000.

Council Member Bates suggested accepting \$5,000.

Council Member Travis stated the hard cost of staff time should be considered.

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Council Member Bates moved to reduce the fine to \$5,000; seconded by Council Member Travis.

Under Council discussion, City Attorney Mantzaris inquired of contacting the owners regarding deeding the property in lieu of payment of the fine and suggested Council include a 30-day time frame to pay or deed to the City.

Council Member Bates restated the motion to reduce the fine to \$5,000 or provide the option to deed the property to the City in lieu of paying the fine, with 30-days to pay or deed the property.

The motion passed 4 to 1 with Council Member Mullins opposed.

ADJOURN: With no further comments, this meeting was adjourned at 7:57pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2016

The Clermont City Council met in a regular meeting on Tuesday, March 22, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION

Pastor Everett Gates gave the invocation followed by the Pledge of Allegiance.

PROCLAMTION

City Clerk Ackroyd Howe read the Boys and Girls Club Week proclamation aloud. Mayor Ash presented the proclamation to Annie Conradi.

PRESENTATIONS

Fire Chief Bishop recognized Garrett Paquette for facilitating training to firefighter personnel. Brian Bull; Fire Lieutenant and Interim Training Coordinator, thanked Mr. Paquette for his efforts.

PUBLIC COMMENTS

Mayor Ash opened for public comments. There were no public comments.

REPORTS

City Manager Gray reported the new Fire Department Tower Truck was delivered.

City Attorney Mantzaris announced the Council's required four hours of Ethics training is due July 1, 2016. The presentation from 2015 was recorded for remote access to the training session, or a live training session can be provided. He requested direction from Council.

Mayor Ash preferred a live session, to include Council ethical responsibility. City Attorney Mantzaris commented a section on ethical responsibility would not qualify for the required four-hour training session.

Council Member Travis suggested accessing remotely and have a workshop to discuss Council Member responsibilities.

Mayor Ash was in agreement with Council Member Travis.

City Manager Gray will coordinate the workshop.

Council Member Bates – No report.

Council Member Goodgame noted Sheriff Borders will not seek re-election for Sheriff. He announced Larry Rescoe's wife Jeannette passed away this morning. Council Member Goodgame stated Mayor Ash read a letter at the March 8, 2016 Council meeting requesting an apology regarding notes he made of the February 29, 2016 Council Retreat. He read a letter aloud and provided a copy to City Clerk Ackroyd Howe.

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Council Member Mullins stated the Kiwanis Club members reported how polite the crowd was for Pig on the Pond. He announced the March 27, 2016 Clermont Downtown Farmers Market was cancelled for Easter.

Council Member Travis reported she attended a State of the City address provided to the realtors of South Lake County. She thanked City Manager Gray for his participation.

Mayor Ash noted she attended the quarterly South Lake County City/County Managers and Mayors meeting, a Job Career Symposium, Pig on the Pond, the Women's Softball Spring Games Reception, and McAlister's Deli grand opening. She thanked all the volunteers who assisted at the softball games and other events in the City.

CONSENT AGENDA

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

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| Item No. 1 – Meeting Minutes | Consider request to approve minutes of the February 23, 2016 Regular Council meeting. |
| Item No. 2 – Surplus Request | Consider approval to declare end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 – Contract Award | Consider request to purchase from the Florida Sheriffs Association contract No. 15-11-0166 with Pierce Manufacturing, Inc. for one Velocity Heavy-Rescue Apparatus in the amount of \$748,297. |
| Item No. 4 – Bid Award | Consider approval of bid award to S.A. Casey Construction, Inc. to provide public restroom renovations in the total amount of \$103,017. |
| Item No. 5 – Resolution No. 2016-07 | Consider request to approve Fiscal Year 2015/2016 quarterly budget amendments. |

Council Member Bates moved to approve the Consent Agenda; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Council Member Goodgame thanked staff for all their efforts on purchasing the fire truck.

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UNFINISHED BUSINESS

The next two items were heard concurrently and voted on separately.

Item No. 6 – Ordinance No. 2016-12 *Final Hearing, Miller Rezoning*

City Clerk Ackroyd Howe read Ordinance 2016-12 aloud by title only.

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, effective date, and publication.

Item No. 7 – Variance Request, *Miller Office*

Senior Planner Kruse presented the request to rezone property located at 770 Almond Street from the R-3-A Residential/Professional zoning district to the C-1 Light Commercial zoning district. The applicant proposed to demolish the current single-family structure and erect a professional office building.

Staff recommended approval of the rezoning request.

Senior Planner Kruse presented the request for two variances to the Land Development Code. The first request was to allow a side yard setback of 12 feet. The second request was to allow less than a 3 foot building façade landscape area.

The owner intends to demolish the existing home and construct a 2,600 square foot, one-story office building. The building would face Almond Street and access to the parking would utilize Almond Street. The alternative was to access the parking area from Hampton Street, which is the access road for 10 single-family homes.

Staff recommended denial of the variance requests.

Dale Ladd; Acting Agent for Mike Miller, stated Mr. Miller operates a property management business which has outgrown the current location. Mr. Ladd provided a rendering of the proposed professional office building. The property slopes toward Almond Street and attempts to move the building toward the rear would require the entrance to be located off Hampton Street and close to residential homes. The variance would allow the new building to line up with the surrounding structures and places the structure further from the residential area. Mr. Ladd requested approval of the rezoning and variance requests.

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

Council Member Mullins suggested shortening the three parking spaces on the western water retention area, digging the retention pond a few inches deeper, and save the landscape in front of the building. Mr. Ladd agreed to the suggestion.

Council Member Travis and Council Member Goodgame noted they viewed the property.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2016

Council Member Bates moved to approve Ordinance 2016-12; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

Council Member Mullins moved to grant the side yard set-back of 12 feet but in lieu of granting the variance for the 3 foot building facade landscape area they would be allowed to put in shorter parking on the south west corner and slide the parking lot forward to maintain the landscape; there would be landscaping between the sidewalk and the building; seconded by Council Member Bates.

Mayor Ash opened for public comments. There were no public comments.

The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 8 – Lake Emergency Medical Services Update

City Manager Gray introduced Jerry Smith; Lake Emergency Medical Services Executive Director. Mr. Smith was requested by Council to provide an update on Lake Emergency Medical Services.

Jerry Smith stated Lake Emergency Medical Services was a community owned, not-for-profit, government operation managed by a nine-member Board of Directors. The five Lake County Board of County Commissioners serve on the Board of Directors; along with three City Elected Officials and the South Lake Hospital Chief Executive Officer.

Lake Emergency Medical Services provides pre-hospital care and transportation of the sick and injured, dispatch services for Lake Emergency Medical Services and twelve fire departments, medical direction and logistical support for Lake Emergency Medical Services and fire departments, clinical quality assurance, education, and regulatory compliance.

Mr. Smith provided a summary of agency staff, reviewed the Fiscal Year 2016 budget, and provided a breakdown of the coverage for Clermont, Minneola, Mascotte, and Four Corners. He reviewed the performance of the Clermont units for the period of October 15, 2015 through December 15, 2015.

The income from the Lake County Municipal Service Taxing Unit assessment for ambulance services is distributed to the Lake County Property Appraiser, Lake County Tax Collector, and the Community Redevelopment Agency. Lake Emergency Medical Services requests a portion of the funds to subsidize their budget. The millage rate is set by the Lake County Board of County Commissioners. The City of Clermont has an agreement with Lake Emergency Medical Services and the Lake County Board of County Commissioners in which the City receives 0.1 mil of the total assessed property values for providing Advanced Life Support Services.

Mr. Smith thanked City Manager Gray for allowing Fire Chief Bishop to participate in the Request for Proposal development and selection process for a consultant. The consultant will review Emergency Medical Services deployment, areas of duplications and voids, response time standards, Interlocal Service Boundary Agreement effectiveness, rural transports, dispatch costs, inter-facility transports, growth analysis, and implementation funding. The Board will meet in April to consider approval of the recommended consultant.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2016

Council Member Mullins inquired of the number of ambulances the agency has and the number of response calls per day. Mr. Smith stated Lake Emergency Medical Services currently has 21 ambulances and responds to approximately 125 to 150 calls per day.

Council Member Mullins asked of the cost for a new ambulance cost. Mr. Smith responded the fully equipped cost was \$250,000.

Council Member Bates inquired of the areas in need of additional ambulances. Mr. Smith commented there was a need for an ambulance in Sorrento and Lake Mack. He stated a larger facility designed to hold a supervisor and two crews for two 24-hour vehicles, in addition to a day car is needed in Clermont. Clermont's Fire Station 2 will also need a day car. The change from a 13-hour vehicle to a 24-hour vehicle in the Four Corners area is another priority.

Council Member Goodgame asked of the times of service for the vehicle at Station 3. Mr. Smith stated the vehicle is in service from 9am to 10pm.

Council Member Goodgame inquired of the response time to the Summit Greens subdivision when the Station 3 vehicle was not manned. Mr. Smith commented there was a 24-hour response vehicle at Fire Station 1 and typically an ambulance is available at South Lake Hospital.

Council Member Goodgame asked of the anticipated involvement of the Clermont Fire Department in regards to responding to only certain classifications of injury. Mr. Smith stated Fire Chief Bishop has indicated responding to certain classifications of injury was not appropriate for the City of Clermont and Lake Emergency Medical Services has not changed the dispatch procedure.

Council Member Mullins inquired of implementing an ambulance impact fee. City Attorney Mantzaris commented ambulance service do not provide a benefit to a parcel of property.

Council Member Mullins commented the Municipal Service Tax Unit millage rate decreases annually. The Lake County Board of County Commissioners should be encouraged to increase the millage rate.

Mayor Ash, City Council, and staff thanked Mr. Smith for the presentation.

Item No. 9 – Ordinance No. 2016-13, *Introduction*

City Clerk Ackroyd Howe read Ordinance 2016-13 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, under the Code of Ordinances of the City of Clermont, granting a garbage collection franchise to Hubbard Construction Company d/b/a Mid Florida Materials, providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

Council Member Mullins moved to introduce Ordinance 2016-13; seconded by Council Member Bates. The motion passed with all members present voting aye.

City of Clermont
MINUTES
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March 22, 2016

ADJOURN: With no further comments, this meeting was adjourned at 7:53pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

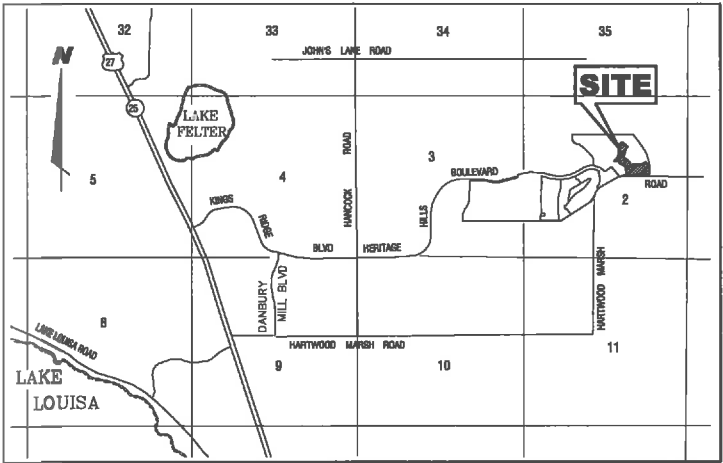
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Heritage Hills Phase 6B Plat		
Requested Action		
Move to approve Heritage Hills Phase 6B plat.		
Staff Report		
The plat has been reviewed and approved by the City Engineer and Contracting Engineer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Plat	Heritage Hills Ph 6B final plat.pdf

HERITAGE HILLS PHASE 6B
A REPLAT OF A PART OF TRACT A, HERITAGE HILLS PHASE 6A,
PLAT BOOK 66, PAGES 21 THROUGH 24,
LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 1 OF 2



VICINITY MAP
NOT TO SCALE

NOTES:

- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO NGS STATION "LK 174" AND REFERENCED TO THE NORTHERLY RIGHT OF WAY LINE OF HARTWOOD MARSH ROAD, HERITAGE HILLS PHASE 6A, AS RECORDED IN PLAT BOOK 66, PAGES 21 THROUGH 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST AS BEING SOUTH 89°28'32" WEST.
- 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.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS. LENNAR HAS RELEASED BOOTH, ERN, STRAUGHAN & HIOTT, INC. FROM SETTING INTERNAL SUBDIVISION CORNERS AND HAS ACQUIRED THE SERVICES OF AN ADDITIONAL SURVEYING FIRM TO COMPLETE THIS TASK.
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- ALL LOT LINES ARE NON-RADIAL UNLESS NOTED. RADIAL LINES ARE NOTED BY (R).
- TRACTS "A", "B" AND "D" SHALL BE OWNED AND MAINTAINED BY THE HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF PEDESTRIAN PATH, SIGNAGE, RETAINING WALL, RECREATION, DRAINAGE, UTILITIES AND LANDSCAPING.
- TRACT "C" CONSISTS OF ALL THE INTERNAL ROADWAYS SHOWN HEREON AND SHALL BE OWNED AND MAINTAINED BY THE HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF LANDSCAPE, DRAINAGE, UTILITIES AND ROAD RIGHTS OF WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF CLERMONT, NOR SHALL ANY REQUEST EVER BE ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE TRACT "C".
- THERE IS A 5.00 FOOT DRAINAGE AND UTILITY EASEMENT ON ALL SIDE AND REAR LOT LINES OF LOTS 1 THROUGH 11 UNLESS OTHERWISE SHOWN.
- LANDS DESCRIBED HEREON ARE SUBJECT TO AND/OR ARE THE BENEFACITOR OF THE FOLLOWING LISTED INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:
 - DEVELOPER AGREEMENT FOR RECLAMATION ACTIVITIES RELATED TO THE CENTER LAKE SAND MINE RECORDED IN OFFICIAL RECORDS BOOK 2315, PAGE 1566.
 - EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 394, PAGE 73 (DOES NOT AFFECT PROPERTY).
 - EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN CIVIL ORDER BOOK 15, PAGE 162 AND CONFIRMED BY FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 534, PAGE 289 (DOES NOT AFFECT PROPERTY - SHOWN).
 - CITY OF CLERMONT MISCELLANEOUS ORDINANCE NO. 459-M RECORDED IN OFFICIAL RECORDS BOOK 4473, PAGE 2357.
 - EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, LLC, RECORDED IN OFFICIAL RECORDS BOOK 4699, PAGE 1451 (SHOWN).

DESCRIPTION

THAT PART OF TRACT A, HERITAGE HILLS PHASE 6A, AS RECORDED IN PLAT BOOK 66, PAGES 21 THROUGH 24, INCLUSIVE, LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE ALONG THE WESTERLY LINE OF SAID TRACT A THE FOLLOWING SEVENTEEN (17) COURSES: N02°48'31"W FOR 171.92 FEET; THENCE N05°15'15"W FOR 58.19 FEET; THENCE N23°42'33"W FOR 44.62 FEET; THENCE N40°14'35"W FOR 54.43 FEET; THENCE N68°46'36"W FOR 58.15 FEET; THENCE N75°04'53"W FOR 76.60 FEET; THENCE N35°56'28"W FOR 77.34 FEET; THENCE N34°12'42"W FOR 60.00 FEET; THENCE S55°47'16"W FOR 71.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 18.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°46'31" FOR A DISTANCE OF 17.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 60.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'53" FOR A DISTANCE OF 14.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 18.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°17'28" FOR A DISTANCE OF 17.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'00" FOR A DISTANCE OF 3.32 FEET TO A POINT ON A NON TANGENT CURVE; THENCE N47°40'37"E FOR 147.20 FEET; THENCE N10°07'11"E FOR 387.25 FEET; THENCE N12°17'58"E FOR 58.47 FEET; THENCE N40°37'50"E FOR 79.50 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN FLORIDA POWER CORPORATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 534, PAGE 289, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF SAID TRACT A, S49°22'10"E ALONG SAID SOUTHERLY LINE FOR 216.46 FEET TO THE WESTERLY LINE OF TRACT F OF SAID HERITAGE HILLS PHASE 6A; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES: S40°37'50"W FOR 46.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°30'38" FOR A DISTANCE OF 117.15 FEET TO THE POINT OF TANGENCY; THENCE S10°07'11"W FOR 126.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°19'44" FOR A DISTANCE OF 70.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°36'40" FOR A DISTANCE OF 34.74 FEET TO THE POINT OF TANGENCY AND THE SOUTHERLY LINE OF TRACT E OF SAID HERITAGE HILLS PHASE 6A; THENCE ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY AND SOUTHEASTERLY LINE OF AFORESAID TRACT F THE FOLLOWING EIGHT (8) COURSES: S55°09'45"E FOR 132.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°51'27" FOR A DISTANCE OF 145.91 FEET TO THE POINT OF TANGENCY; THENCE S25°16'18"E FOR 85.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°13'28" FOR A DISTANCE OF 77.98 FEET TO A POINT ON A NON TANGENT CURVE; THENCE N05°32'51"E FOR 112.55 FEET; THENCE S84°27'09"E FOR 127.33 FEET; THENCE N87°39'25"E FOR 164.70 FEET; THENCE N57°36'12"E FOR 128.77 FEET TO THE SAID SOUTHERLY LINE OF THAT CERTAIN FLORIDA POWER CORPORATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 534, PAGE 289, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHEASTERLY LINE OF SAID TRACT F, S49°22'10"E ALONG SAID SOUTHERLY LINE FOR 147.67 FEET TO THE EASTERLY LINE OF SAID TRACT A AND THE WESTERLY RIGHT OF WAY LINE OF HARTLE ROAD (AN 80.00 FOOT WIDE RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 4198, PAGE 1709, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 905.00 FEET); THENCE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: SOUTHERLY, FROM A RADIAL LINE WHICH BEARS N88°04'57"E, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'28" FOR A DISTANCE OF 21.97 FEET TO THE POINT OF TANGENCY; THENCE S00°31'37"E FOR 241.44 FEET TO THE SOUTHERLY LINE OF SAID TRACT A AND THE NORTHERLY RIGHT OF WAY LINE FOR HARTWOOD MARSH ROAD (SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET); THENCE ALONG SAID SOUTHERLY LINE OF TRACT A AND THE NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 54.98 FEET TO THE POINT OF TANGENCY; THENCE S89°28'23"W FOR 477.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1482.39 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°40'25" FOR A DISTANCE OF 43.59 FEET TO A POINT ON A NON TANGENT CURVE; THENCE N89°32'50"W FOR 138.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 676.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'41" FOR A DISTANCE OF 38.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.02 ACRES, MORE OR LESS.

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 THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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

PLAT BOOK PAGE

DEDICATION

HERITAGE HILLS PHASE 6B
(A REPLAT)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

1. TO HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC.: Tracts "A", "B", "C" and "D" are subject to perpetual rights of ingress and egress by the lot owners of HERITAGE HILLS, their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency and medical services, and their vehicles and personnel. A drainage easement is hereby granted over those areas designated as drainage easements shown or noted hereon.

2. TO LOT OWNERS OF HERITAGE HILLS: A perpetual ingress and egress easement is hereby granted over, across and upon Tract "C" including the right of ingress and egress for said Lot Owners' tenants, invitees, and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency and medical services, and their vehicles and personnel. A drainage easement is hereby granted over those areas designated as drainage easements shown or noted hereon.

3. TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A utility easement is hereby granted over, across and upon Tract "C" and those areas designated as utility easements shown hereon, including the right of ingress and egress over and across Tract "C" for the purpose of accessing said utility easements.

4. TO THE CITY OF CLERMONT: A utility easement is hereby granted over, across and upon Tract "C" and those areas designated as utility easements shown hereon, including the right of ingress and egress over and across Tract "C" for the purpose of accessing said utility easements. The fire access easement shown in Tract "A" hereon, is hereby granted exclusively for emergency fire access.

IN WITNESS WHEREOF, The undersigned owner ____ has executed this Dedication in the manner provided by law on _____ 20____
Signed, sealed and delivered in our presence as witnesses:

1. SIGNATURE _____ OWNER: LENNAR HOMES LLC a Florida corporation
PRINTED NAME _____
2. SIGNATURE _____ BROCK NICHOLAS, VICE PRESIDENT
PRINTED NAME _____

STATE OF _____ COUNTY OF _____
The foregoing Dedication was acknowledged before me this _____ day of _____, 20____, by _____ Brock Nicholas as Vice-President Lennar Homes LLC
He (is personally known to me) or (has produced as identification) and (did) (did not) take an oath.
Signature of Acknowledger _____
Printed name of Acknowledger _____
My commission Expires: _____ (SEAL OR STAMP)

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 _____, 2016, 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. CPH, Inc. - 500 West Fulton Street; Sanford, FL 32771
(407) 322-6841 Licensed Business No. 7143
For the firm: _____ Date _____

RANDALL L. ROBERTS, VICE PRESIDENT
PROFESSIONAL SURVEYOR AND MAPPER No. 3144

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Registered 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 requirements of Section 177, Florida Statutes.

Booth Ern Straughan Hiott, Inc. - 902 North Sinclair Avenue
Tavares, FL 32778 Licensed Business No. 7514

JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR 4486



HERITAGE HILLS PHASE 6B

A REPLAT OF A PART OF TRACT A, HERITAGE HILLS PHASE 6A,
PLAT BOOK 66, PAGES 21 THROUGH 24,
LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

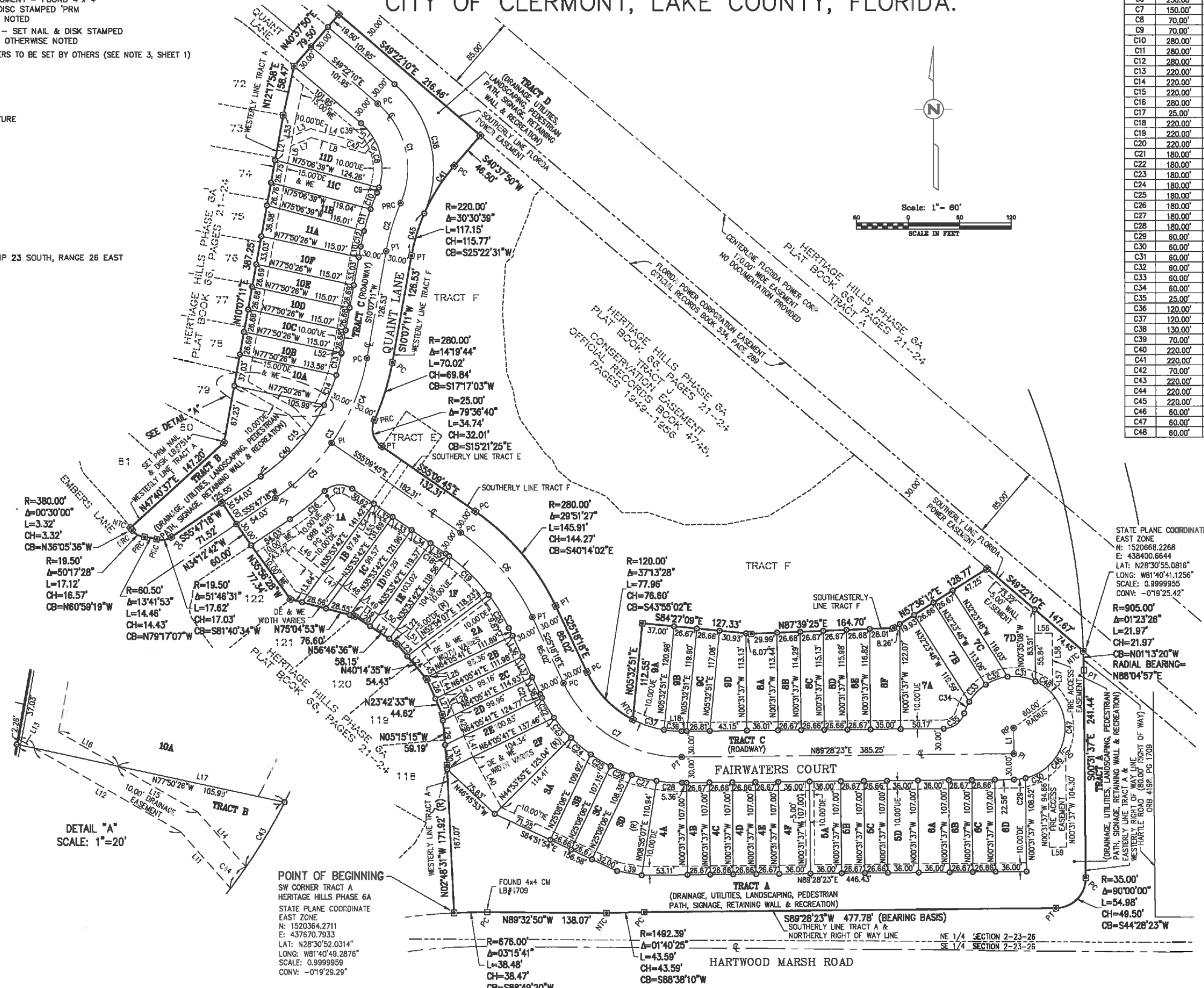
SHEET 2 OF 2

PLAT BOOK

PAGE

- LEGEND**
- PERMANENT REFERENCE MONUMENT - SET 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED 'BESH PRM LB#7514' UNLESS OTHERWISE NOTED
 - PERMANENT REFERENCE MONUMENT - FOUND 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED 'PRM LB#7514' UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT - SET NAIL & DISC STAMPED 'BESH PCP LB#7514' UNLESS OTHERWISE NOTED
 - INDIVIDUAL LOT & TRACT CORNERS TO BE SET BY OTHERS (SEE NOTE 3, SHEET 1)
 - CONCRETE MONUMENT
 - LICENSED BUSINESS
 - CENTRAL ANGLE
 - CHORD DISTANCE
 - CHORD BEARING
 - POINT OF CURVATURE
 - POINT OF COMPOUND CURVATURE
 - POINT OF INTERSECTION
 - POINT OF TANGENCY
 - RADIUS POINT
 - CENTERLINE
 - RADIAL LINE
 - RADIUS
 - LENGTH
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - WALL EASEMENT
 - REFERENCE TO CURVE TABLE
 - REFERENCE TO LINE TABLE
 - PAGE
 - OFFICIAL RECORDS BOOK
 - NON TANGENT CURVE
- SECTION 2-23-26=SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°31'37"W	30.00'
L2	N10°07'11"E	21.59'
L3	N67°26'35"E	40.26'
L4	S73°46'12"E	61.94'
L5	N38°57'39"E	15.29'
L6	N10°07'11"E	20.59'
L7	N67°26'35"E	25.33'
L8	S73°46'12"E	65.07'
L9	N38°57'39"E	18.47'
L10	S10°07'11"W	12.60'
L11	N41°31'32"W	29.19'
L12	N60°15'20"W	65.30'
L13	N60°15'20"W	7.47'
L14	N41°31'32"W	28.54'
L15	N60°15'20"W	35.40'
L16	N60°15'20"W	26.66'
L17	N77°50'26"W	65.85'
L18	S88°28'23"W	6.20'
L19	S75°04'53"E	5.85'
L20	S56°48'36"E	21.23'
L21	S56°48'36"E	26.69'
L22	S56°48'36"E	10.23'
L23	S40°14'35"E	19.18'
L24	S40°14'35"E	32.95'
L25	S40°14'35"E	2.30'
L26	S23°42'33"E	24.45'
L27	S23°42'33"E	20.17'
L28	S05°15'15"E	6.97'
L29	S05°15'15"E	28.50'
L30	S05°15'15"E	23.72'
L31	S02°48'31"E	4.85'
L32	S55°09'45"E	26.67'
L33	S55°09'45"E	26.66'
L34	S55°09'45"E	26.67'
L35	S55°09'45"E	21.67'
L36	S25°18'18"E	26.66'
L37	S25°18'18"E	26.67'
L38	S25°18'18"E	21.82'
L39	S80°20'39"E	28.86'
L40	N29°10'33"W	67.29'
L41	N23°35'12"W	26.66'
L42	N23°35'12"W	26.69'
L43	N23°35'12"W	26.68'
L44	N23°35'12"W	30.60'
L45	N51°27'07"W	47.18'
L46	N51°27'07"W	26.70'
L47	N51°27'07"W	26.69'
L48	N51°27'07"W	26.70'
L49	N51°27'07"W	26.69'
L50	N51°27'07"W	26.69'
L51	N51°27'07"W	28.73'
L52	S10°07'11"W	0.86'
L53	N10°07'11"E	53.13'
L54	S55°09'45"E	7.32'
L55	N34°50'15"E	10.00'
L56	N89°24'52"E	20.00'
L57	N05°29'35"E	13.09'
L58	N00°35'08"W	56.90'
L59	N89°28'23"E	20.00'
L60	N43°54'57"W	10.15'



CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING
C1	100.00'	72°53'06"	127.21'	N12°55'37"W
C2	250.00'	132°34'44"	58.45'	S16°49'04"W
C3	250.00'	45°40'07"	199.27'	N32°57'15"E
C4	250.00'	24°43'04"	107.85'	N22°28'43"E
C5	250.00'	20°57'03"	91.42'	N45°18'47"E
C6	250.00'	29°51'27"	130.28'	N40°14'02"W
C7	150.00'	66°13'18"	170.75'	S57°54'58"E
C8	70.00'	67°33'14"	82.53'	N15°35'34"W
C9	70.00'	05°19'52"	6.51'	N20°51'00"E
C10	280.00'	04°08'30"	20.32'	S21°26'11"W
C11	280.00'	05°27'43"	26.69'	S16°37'34"W
C12	280.00'	03°46'31"	18.45'	S12°00'27"W
C13	220.00'	06°43'37"	25.83'	N13°28'00"E
C14	220.00'	08°47'08"	37.57'	N21°44'22"E
C15	220.00'	28°08'22"	111.85'	N41°12'37"E
C16	280.00'	10°33'44"	51.62'	N50°30'27"E
C17	25.00'	79°36'40"	34.74'	S85°01'55"W
C18	220.00'	01°17'58"	4.99'	N54°30'46"W
C19	220.00'	16°45'53"	64.37'	N45°28'49"W
C20	220.00'	11°47'34"	45.26'	N31°12'08"W
C21	180.00'	01°32'36"	4.85'	S28°04'37"E
C22	180.00'	08°31'45"	26.80'	S31°08'47"E
C23	180.00'	09°43'25"	30.55'	S40°14'22"E
C24	180.00'	09°33'28"	30.02'	S49°52'48"E
C25	180.00'	08°32'29"	26.83'	S56°55'45"E
C26	180.00'	08°30'15"	26.72'	S67°27'08"E
C27	180.00'	09°22'38"	29.46'	S76°23'34"E
C28	180.00'	09°26'44"	29.67'	S85°48'15"E
C29	60.00'	12°58'35"	13.55'	N83°00'06"E
C30	60.00'	29°20'21"	30.72'	N81°51'38"E
C31	60.00'	31°54'20"	33.41'	N80°38'57"W
C32	60.00'	26°18'33"	27.57'	S70°14'06"W
C33	60.00'	26°26'58"	27.70'	S43°50'51"W
C34	60.00'	14°02'43"	14.71'	S23°36'01"W
C35	25.00'	72°53'43"	31.81'	N53°01'31"E
C36	120.00'	09°48'11"	20.53'	S85°37'32"E
C37	120.00'	18°11'41"	38.11'	S71°37'36"E
C38	130.00'	72°53'06"	165.37'	N12°55'37"W
C39	70.00'	13°06'47"	18.06'	N42°47'47"W
C40	220.00'	18°54'33"	72.81'	N46°20'02"E
C41	220.00'	17°06'55"	65.72'	S32°04'23"W
C42	70.00'	08°40'23"	10.60'	S31°53'12"E
C43	220.00'	07°34'28"	29.06'	N30°25'11"E
C44	220.00'	02°40'21"	10.26'	N35°32'35"E
C45	220.00'	13°23'44"	51.43'	S18°49'04"W
C46	60.00'	20°34'41"	21.55'	N36°54'07"E
C47	60.00'	68°52'45"	72.13'	N07°49'36"W
C48	60.00'	22°25'48"	23.34'	N53°28'53"W



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Appointment		
Requested Action		
Re-appoint Council Member Mullins to serve another two year term as the Clermont representative to the Lake County Arts and Cultural Alliance Advisory Board.		
Staff Report		
The Lake County Arts and Cultural Alliance Advisory Board is comprised of seven members and includes one member from Clermont, Eustis, Leesburg, Minneola, Mount Dora, and Tavares. The seventh member represents Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Montverde, and Umatilla. The Board of County Commissioners appoints members to the Alliance as recommended by the municipality. Council Member Mullins was reappointed to the Alliance on June 10, 2014 for a term ending July 31, 2016. Chairman Sean Parks is requesting the Council select a representative for a two year term beginning August 1, 2016.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Arts Cultural Alliance Arts Cultural Alliance Appt.pdf		



March 7, 2016

Mr. Darren Gray, City Manager
City of Clermont
685 West Montrose Street
Clermont, FL 34712-0219

RE: **Lake County Arts and Cultural Alliance**

Dear Mr. Gray:

Lake County Ordinance 2007-21 created the Lake County Arts and Cultural Alliance, and Ordinance 2014-50 amended membership requirements (copies attached). The Alliance makes decisions regarding cultural and arts activities within Lake County.

The Alliance is comprised of a total of seven (7) members and includes one (1) member each from the municipalities of Clermont, Eustis, Leesburg, Minneola, Mount Dora, and Tavares. In addition, there is one (1) member who represents each of the following smaller municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the Hills, Lady Lake, Mascotte, Montverde, and Umatilla.

All individuals acting as a representative of a municipality shall be selected by the governing body of that municipality. The Board of County Commissioners appoints members to the Alliance as recommended by the municipality.

Mr. Keith Mullins was reappointed to the Arts and Cultural Alliance as the City of Clermont's representative on June 10, 2014 for a term ending July 31, 2016.

At this time, we would greatly appreciate your selection of an individual to represent your municipality for a two (2) year term beginning August 1, 2016. Please provide us with the name, home address, home phone, business phone, FAX number, and email address of your selection within 60 days of this notification as outlined in the attached Ordinance, Section 2-90.37(b) Membership.

Thank you in advance for your assistance.

Sincerely,

Sean M. Parks
Chairman

/gew

cc: Kathy Pagan
Robert Chandler

BOARD OF COUNTY COMMISSIONERS' OFFICE
P.O. BOX 7800 ♦ 315 W. MAIN ST. ♦ SUITE 316 ♦ TAVARES, FL 32778-7800 ♦ P 352.343.9850 ♦ F 352.343.9495
Board of County Commissioners ♦ www.lakecountyfl.gov

OCT 29 2014

 **FILE COPY**

Staff Summary

This ordinance amends Lake County Code Section 2-90.37(a), regarding membership of the Lake County Arts and Cultural Alliance, in order to remove the residency requirement for the members representing the cities of Clermont, Eustis, Minneola, Leesburg, Tavares and Mount Dora.

ORDINANCE 2014 - 50

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING DIVISION 10, ARTICLE IV, CHAPTER II OF THE LAKE COUNTY CODE, ENTITLED "LAKE COUNTY ARTS AND CULTURAL ALLIANCE", IN ORDER TO REMOVE THE RESIDENCY REQUIREMENT FOR THE MEMBER REPRESENTATIVES OF THE CITIES OF CLERMONT, EUSTIS, MINNEOLA, LEESBURG, TAVARES AND MOUNT DORA; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County Board of County Commissioners recognizes the importance of cultural activities and desires to encourage and facilitate opportunities for residents to participate in cultural events in all areas of the County; and

WHEREAS, the Board created the Lake County Arts and Cultural Alliance in 2007 to serve as an advisory body to the Board on cultural and arts issues in the County; and

WHEREAS, the Board wishes to adjust the membership requirements of the Alliance, in order to remove the residency requirement for members representing the municipalities of Clermont, Eustis, Minneola, Leesburg, Tavares and Mount Dora; and

WHEREAS, having members on the Alliance representing the member municipalities will provide a comprehensive perspective of cultural issues in Lake County, and removing the residency requirement will allow for greater flexibility in appointing members;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida that:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Amendment. Chapter 2 of the Lake County Code, entitled "Administration", Article IV, entitled "Boards, Commissions, Authorities, Etc.", Division 10, entitled "Lake County Arts and Cultural Alliance", is hereby amended as shown below. Changes are shown as follows: Strike through for deletions and underline for additions to existing Code sections. The notation "*** * ***" shall mean that all preceding or subsequent text remains unchanged:

DIVISION 10. Lake County Arts and Cultural Alliance

* * *

Section 2-90.37. Membership.

(a) The Alliance shall have seven (7) members and shall include one (1) member who is a resident representative of each of the following municipalities: Clermont, Eustis, Minneola, Leesburg, Tavares, and Mount Dora. Additionally, there shall be one (1) member who shall represent the following municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Monteverde and Umatilla. The member representing the smaller municipalities shall serve one (1) year terms, rotating in alphabetical order.

* * *

Section 3. Inclusion in Code. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 5. Filing with the Department of State. The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective as provided for by law.

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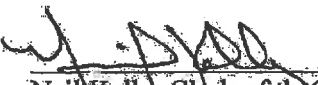
ORDINANCE 2014-50 LAKE COUNTY ARTS & CULTURAL ALLIANCE MEMBERSHIP

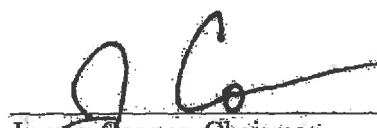
Enacted this 12 day of August, 2014.

Filed with the Secretary of State August 20, 2014.

ATTEST:

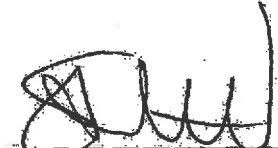
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Jimmy Conner, Chairman

This 12th day of August, 2014.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

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Staff Summary

This ordinance dissolves the Lake County Cultural Affairs Council and creates the Lake County Arts and Cultural Alliance as an advisory body to the Board of County Commissioners. The ordinance also designates the Lake County Office of Tourism and Business Relations as the Lake County local arts agency and authorizes the office to apply for grants to support the arts.

ORDINANCE 2007 -21

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, DISSOLVING THE LAKE COUNTY CULTURAL AFFAIRS COUNCIL; CREATING DIVISION 10, ARTICLE IV, CHAPTER II OF THE LAKE COUNTY CODE, ENTITLED LAKE COUNTY ARTS AND CULTURAL ALLIANCE; CREATING THE ALLIANCE AS AN ADVISORY BODY; PROVIDING FOR MEMBERSHIP; PROVIDING FOR DUTIES OF THE ALLIANCE; PROVIDING PROCEDURES FOR ALLIANCE MEETINGS, PUBLIC HEARINGS AND RULES; DESIGNATING THE LAKE COUNTY OFFICE OF TOURISM AND BUSINESS RELATIONS AS ITS LOCAL ARTS AGENCY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 18, 1995, the Board of County Commissioners adopted Resolution 1995-72, creating the Lake County Cultural Affairs Council; and

WHEREAS, on April 9, 1996, the Board of County Commissioners adopted Resolution 1996-61, amending the membership terms of the Lake County Cultural Affairs Council; and

WHEREAS, on June 15, 1999, the Board of County Commissioners adopted Resolution 1999-111, extending and amending the membership terms of the Lake County Cultural Affairs Council; and

WHEREAS, the Board recognizes the importance of cultural activities and desires to encourage and facilitate opportunities for residents to participate in cultural events in all areas of the County; and

WHEREAS, the Board now wishes to reorganize the membership and duties of the committee that makes decisions regarding cultural and arts activities within the County; and

WHEREAS, the reorganization of the committee will promote efficiency and effectiveness in providing cultural events for the citizens of Lake County; and

WHEREAS, having members on the committee from the cities will provide a more comprehensive perspective of cultural issues in Lake County; and

1 **WHEREAS**, the Board now desires to dissolve the Cultural Affairs Council and create
2 the Arts and Cultural Alliance as an advisory body to advise the Board on cultural and arts issues
3 in the County.

4
5 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
6 Lake County, Florida that:

7
8 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein
9 by reference.

10
11 **Section 2. Dissolution.** The Lake County Cultural Affairs Council is hereby
12 dissolved.

13
14 **Section 3. Creation.** Division 10, Article IV, Chapter II of the Lake County
15 Code, entitled Lake County Arts and Cultural Alliance, consisting of Sections 2-90.36-2-90.41 is
16 created to read as follows:

17
18 **DIVISION 10. Lake County Arts and Cultural Alliance**

19
20 **Section 2-90.36. Title.**

21
22 The Lake County Arts and Cultural Alliance is hereby created, hereinafter referred to as
23 the "Alliance."

24
25 **Section 2-90.37. Membership.**

26
27 (a) The Alliance shall have seven (7) members and shall include one (1) member who
28 is a resident of the following municipalities: Clermont, Eustis, Minneola, Leesburg, Tavares,
29 and Mount Dora. Additionally, there shall be one (1) member who shall represent the following
30 municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills,
31 Lady Lake, Mascotte, Monteverde and Umatilla. The member representing the smaller
32 municipalities shall serve one (1) year terms, rotating in alphabetical order.

33
34 (b) All individuals acting as a representative of a municipality shall be recommended
35 by the governing body of that municipality. The Board of County Commissioners will appoint
36 members to the Alliance as recommended by the municipality. In the event that a municipality
37 fails to recommend a member to serve on the Alliance within sixty (60) days after notification of
38 a vacancy, the appointment shall be made by the Board. In the event that the municipality
39 representing the smaller cities fails to recommend a member to serve on the Alliance within sixty
40 (60) days after notification of its term, the governing body of the next municipality shall make a
41 recommendation to fill the position.

42
43 (c) Each permanent member shall be appointed for a term of two (2) years; provided,
44 however, the initial terms of the members representing Clermont, Leesburg, and Minneola shall
45 expire July 31, 2008. The initial terms of the remainder of the members shall expire July 31,
46 2009. Thereafter, all membership terms shall for be two (2) years. If a vacancy occurs, the

1 Board shall appoint a replacement member to serve the remainder of the term as set forth above.
2 Members may be reappointed.

3
4 (d) Committee members may be removed by the Board of County Commissioners at
5 any time. Regular attendance at meetings is required.

6
7 (e) A member of the Lake County Board of County Commissioners shall serve as a
8 non-voting liaison to the Committee.

9
10
11 **Section 2-90.38. Duties.**

12
13 The Alliance shall advise the Board of County Commissioners on matters relating to arts
14 and cultural affairs within the County. The Alliance shall:

15
16 (a) Encourage and facilitate more efficient use of public and private resources for the
17 development and support of the arts.

18
19 (b) Assess opportunities for the arts, artists, art institutions, community arts
20 organizations and the citizens of the County relating to the arts.

21
22 (c) Provide recommendations regarding use of Florida Arts License Plate fees
23 received pursuant to Section 320.08058(12), Florida Statutes.

24
25 (d) Provide recommendations to the Board regarding technical assistance to the arts
26 community, including advising the Board on available local, state or federal grants that may be
27 available for application.

28
29 (e) Stimulate public awareness and appreciation of the arts in Lake County.

30
31 (f) Perform any other functions as directed by the Board of County Commissioners
32 regarding matters related to the arts.

33
34
35 **Section 2-90.39. Procedures.**

36
37 (a) The Alliance shall meet at least quarterly or more often as determined by the
38 Alliance.

39
40 (b) The members of the Alliance shall elect a chairman and vice-chairman.

41
42 (c) All meetings shall be held in a public place and shall be open to the public pursuant
43 to Section 286.011, Florida Statutes.

44
45 (d) All meetings shall be noticed and minutes recorded.

1 (e) Robert's Rules of Order, Newly Revised, shall be the reference source on all
2 questions of parliamentary procedure.

3
4 (f) A quorum for conducting business shall be a majority of the currently appointed
5 members.

6
7 **Sections 2-90.40-41. Reserved.**

8
9 **Section 4. Designation.** The Lake County Board of County Commissioners hereby
10 designates the Lake County Office of Tourism and Business Relations as the Lake County local
11 arts agency to receive Florida Arts License Plate fees pursuant to Section 320.08058(12), Florida
12 Statutes. The Office of Tourism and Business Relations shall use the fees to support arts
13 organizations, arts programs and art activities within the County. The Office is also authorized
14 to apply for state, federal, or private grants that will support the arts in Lake County.
15

16 **Section 5. Inclusion in Code.** It is the intent of the Board of County
17 Commissioners that the provisions of this Ordinance shall become and be made a part of the
18 Lake County Code and that the sections of this Ordinance may be renumbered or relettered and
19 the word "ordinance" may be changed to "section", "article", or such other appropriate word or
20 phrase in order to accomplish such intentions.
21

22 **Section 6. Severability.** If any section, sentence, clause, or phrase of the Ordinance
23 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
24 shall in no way affect the validity of the remaining portion of this Ordinance.
25

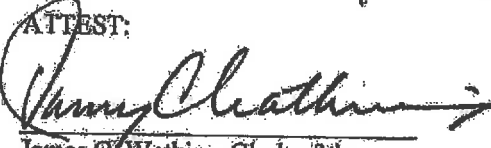
26 **Section 7. Effective Date.** This Ordinance shall become effective as provided for by
27 law.

28
29 Enacted this 15th day of May, 2007.

30
31 Filed with the Secretary of State May 24, 2007.

32
33 Effective May 24, 2007.

34
35 ATTEST:

36
37 
38 James C. Watkins, Clerk of the
39 Board of County Commissioners
40 of Lake County, Florida

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Welton G. Cadwell, Chairman

41
42
43 Approved as to form and legality:

This 21st day of May, 2007.

44
45
46
47 Sanford A. Minkoff
48 County Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Surplus Request		
Requested Action		
Motion to approve and declare end of life inventory as surplus from Environmental Services Department, Finance Department, and the Police Department and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of the Environmental Services Department, Finance Department, and the Police Department recommend approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. <u>Environmental Services Department</u> (1) 12x5' Flatbed Trailer 372 Trash Receptacles and 126 Recycle Bins <u>Finance Department</u> (1) 4 Drawer Wooden File Cabinet <u>Police Department</u> Misc. Jewelry Abandoned Bicycles Misc Items Laptops Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$4,000.00		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Environmental Services Property Disposal Form	Environmental Services Property Disposal Form.pdf

2.	Finance Department- Property Disposal Form	Finance Department Property Disposal Form.pdf
3.	Police Department - Property Disposal Form	Police Department Property Disposat Form.pdf

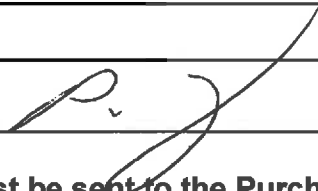
PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: N/A
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: _____ Serial / VIN: N/A
Description of Property 12' x 5' flatbed trailer with a 2 5/16"

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☒ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** never has been on an asset list - need to scrap

Director Signature: 

Date: 3/21/2016

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

Date Approved by City Council: _____

Agenda Item: 6

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

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

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: N/A
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: _____ Serial / VIN: _____
Description of Property 372 Broken 65 and 95 gallon carts and 126 18 gallon recycle bins

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☒ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** broken trash carts and old 18 gallon recycle bins

Director Signature:  Date: 3/25/2016

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Finance Asset Tag#: N/A
Contact Person: Becki Young Phone: 352-241-7367
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 4 drawer wooden file cabinet

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

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

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

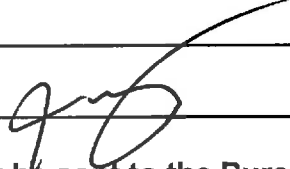
☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: 

Date: 3/25/16

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: N/A
Contact Person: Andy Niederdorfer Phone: 344 5588 x 131
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Misc. Jewelry

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

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

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

Director Signature: [Signature] Date: 3-28-16

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____



Clermont Police Dept.
Found Property/Safe Keeping



SURPLUS (effective: 01/01/14)					Items in surplus may still be logged into Spillman marked 'To Be Released'									
Case#	Type	Item	Date Rec.	Exp Disp	Letter Sent Owner	Letter Sent Finder	Cleared	Posted	Value over \$100	Ad Date	Disposition	Bin	Tag #	Notes
15c19431	E	Gold Earrings	09/01/15	12/01/15	xxx	xxx		NA	N	NA	Surplus	12z	19759	SAO 9/1/15. No known owner.
15c14085	FP	Assorted Jewelry	07/06/15	10/11/15	xxx	xxx		08/01/15	N	NA	Surplus	12z	19671	Stolen/Recovered
14c20469	SFK	3 Gold color rings	09/08/14	12/13/14	xxx	xxx		10/01/14	Unk	NA	Surplus	SUR	18339	Arrest- find in car w/ numerous pawn slips.
13c08807	SFK	Jewelry	06/03/13	09/01/14	07/18/14	xxx		08/01/14	N	NA	Surplus	SUR	16143	Find in SIO. Poss owner: Jessica Koenig called 7/18 see supplint
11c20709	E	Bracelet	12/02/13	xxx	xxx	xxx		NA	Unk	NA	Surplus	SUR	13912	Ownership cannot be determined. On req to surplus list
10-26009	FP	2 Earrings	11/07/10	xxx	xxx	xxx		NA	NA	NA	Surplus	11z	12758	Old Case Ramon Nieves find at hosp
08-07612	E	Bracelet- Gold in color	09/10/14	12/01/14	xxx	xxx		NA	NA	NA	Surplus	11z	9250	Robbery case- USA RMS
07-06492	FP	Gold jewelry piece	04/08/07		xxx	xxx		08/01/14	Unk	NA	Surplus	SUR	7655	Found on driveway. No finder info in rpt or Spillman.

8 Cases - Jewelry

PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: N/A
Contact Person: Andy Niederdorfer Phone: 352 394 5588 x131
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Multiple Bikes - Found/Abandoned Property

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

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

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

Director Signature: 

Date: 3-28-16

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____



Clermont Police Dept.

Found Property/Safe Keeping

[illegible]

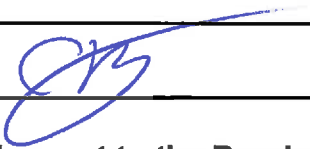
PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: N/A
Contact Person: Andy Niederdorfer Phone: 352-344 5588 x 131
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property 2 misc. Items - Found/Abandoned Property

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** 2 Misc Items - Sprayer & Rins - Found/Abandoned Property

Director Signature: 

Date: 3-28-16

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

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

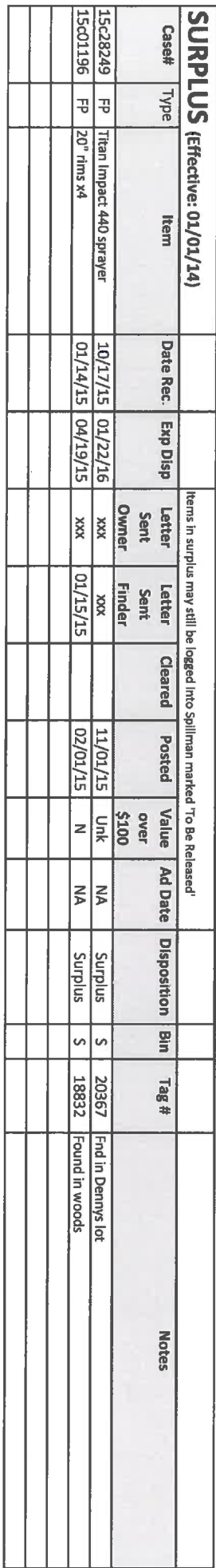
Asset Number: _____

Completed by: _____

Date: _____



Found Property/Safe Keeping



2 Misc Items

PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: N/A
Contact Person: Andy Niederdorfer Phone: 352-394-5588 x124
Year / Make / Model: _____ Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property 7 Computers - Found/Abandoned Property

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** 7 Computers - Found/Abandoned Property.
(1 tablet)

Director Signature: _____

Date: 3-28-16

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____



Clermont Police Dept.
Found Property/Safe Keeping



SURPLUS (Effective: 01/01/14)										Items in surplus may still be logged into Spillman marked "To Be Released"									
Case#	Type	Item	Date Rec.	Exp Disp	Letter Sent Owner	Letter Sent Finder	Cleared	Posted	Value over \$100	Ad Date	Disposition	Bin	Tag #	Notes					
14C25512	FP	Dell Laptop in black bpack	10/30/14	02/04/15	xxx	xxx		11/01/04	N	NA	CITY	FP	18570	Turned in by Lawyer anonymously. Believed stolen					
14C22887	FP	Pandigi Tablet	10/03/14	01/08/15	xxx	xxx		11/01/14	Unk	NA	CITY	E7	18479						
14C14776	E	HP Pavillian DV6	09/01/15	12/01/15	xxx	xxx		Yes	Y	NA	CITY	207	18012	Used as part of return scam. Store does not want. SAO 9/1/15					
15C00329	FP	3 Laptops Visio, Pavl, Cmpq	01/08/15	04/13/15	xxx	xxx		02/01/15	N	NA	CITY	SUR	18815	Delivered to hotel, believed to be stolen/ fraudulent purchase					
14C09592	FP	Blue HP Laptop	04/20/14	07/25/14	xxx	xxx		05/01/14	N	NA	CITY	SUR	17760	Found in trunk of 2167					

5 cases - 6 laptops 1 tablet



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 12, 2016			
Agenda Item Name			
Fee Reduction Request			
Requested Action			
Move to approve fifty percent (50%) reduction of softball field rental fees.			
Staff Report			
This request is to allow multiple softball tournaments scheduled by Clermont Girls Fastpitch Softball and USSSA Fastpitch, as space allows at Hancock Park, throughout the year to be granted a 50 percent reduction off the standard rental fees.			
Additional Analysis			
Fiscal Impact Summary			
Estimated value of fee reduction is approximately \$22,500 for up to twenty (20) tournaments			
Fiscal Impact			Fund Number and Description
			Available Budget Amount
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Event Signage Request		
Requested Action		
Move to approve New Beginnings request to erect temporary signage around Clermont to promote the Dragon Boat Race on April 30		
Staff Report		
The Parks and Recreation Department support New Beginnings, to promote the Dragon Boat Race on April 30 at Waterfront Park by erecting temporary signage around Clermont. New Beginnings is requesting to erect 4' x 4' temporary signage on Wednesday April 13, 2016 and remove them on Monday May 2, 2016 at the following locations: 1. East Hwy 50 at the entrance to Sennigers Irrigation 2. South Hwy 27 at the entrance of Family Christian Center 3. Hook Street and Hwy 27 at the South West Intersection 4. South Hwy 27 and East Montrose Street at Ambassador Cleaners 5. South Hwy 27 and entrance to Presidents Hall of Fame The requested signage artwork has been attached for reference.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Dragon Boat Signage Proof Signage Proof - Dragon Boat.pdf		



**SOUTH LAKE COUNTY
DRAGON BOAT FESTIVAL**



SATURDAY APRIL 30TH

8:30am to 4pm

**CLERMONT WATERFRONT PARK
330 3rd St.**

SPONSORED BY



ORLANDO HEALTH
at South Lake Hospital



**NEW
BEGINNINGS**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 12, 2016			
Agenda Item Name			
Event/Open Container Request			
Requested Action			
Move to approve the City of Clermont's 4th of July event at Waterfront Park to allow open containers in the requested open container area.			
Staff Report			
The City of Clermont is requesting to have an open container area at Waterfront Park between 3rd Street and 4th Street on July 4th 2016 from 4:00 PM to 10:00 PM. The City will be using licensed caterer and bartender Premier Event Services. Attached is a map that shows the requested open container area. The City shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	July 4th - Open Container Area Map	July 4 - Open Container Zone.jpg	

July 4th Proposed Open Container Area

The SL Trail will remain open





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Event/Open Container Request		
Requested Action		
Move to approve the Caribbean American Association of Lake County's Taste of the Caribbean and Jerk Festival event at Waterfront Park and open containers in the requested open container area.		
Staff Report		
The CAALAC is requesting to have an open container area at Waterfront Park between 3rd Street and 4th Street on the south side of the South Lake Trail on June 11, 2016 from 11:00 AM to 10:00 PM. The CAALAC will be using a licensed caterer and bartender Caribbean Sunshine Restaurant. Attached is a map that shows the requested open container area. The South Lake Trail will not be shut down for this event and will remain open for the community. The CAALAC shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Carib Fest - Open Container Map	CAALC Jerk Fest - Open Container Map.jpg	
2. Carib Fest - Application & Alcohol Waiver	Carib Jerk Fest - App & Alchol Waiver.pdf	

CAALC JERK FESTIVAL OPEN CONTAINER ZONE

THE SL TRAIL WILL REMAIN OPEN AT ALL TIMES





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 3/26/16

Name of Event: TASTE OF THE CARIBBEAN AND JERK FESTIVAL

Name of Organization: CARIBBEAN AMERICAN ASSOCIATION OF LAKE COUNTY

Organization Address: 614 E. HWY 50 #251, CLERMONT FL

Authorized Representative/Applicant: MARSHA RILEY

Cell Phone #: 352 978 0813 Work Phone #: 352.404-9316

Email Address: CAALC@LIVE.COM

Secondary Contact Person: CHRISTOPHER BARRETT

Cell Phone #: 352 638-2153 Work Phone #: 352.241-7045

Description of the Event: 5TH ANNUAL JERK FESTIVAL HELD IN
CELEBRATION OF CARIBBEAN AMERICAN HERITAGE
MONTH --- JUNE.

Expected Number of Attendees: 3000 - 4000

Event Start Date: 04/11/16 Initial Setup Start Time: 8 am ☒ pm ☐

Event Start Time: 11 am ☒ pm ☐ Event End Date: 12/11/16

Event End Time: 10 am ☐ pm ☒ Breakdown End Time: 9:60 am ☐ pm ☒

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A ☒ B ☒ C ☒ D ☐

Map 1 ☒ Map 2 ☐

Other Location: _____



CITY OF CLERMONT

Alcohol Request Form

Date of Application: 3/22/16 Name of Event: TASTE OF CARIBBEAN & JERK FES
Date (s) of Event: 6/11/16 Location of Event: 100 Third St Waterfront PK
Event Times: From: 11 AM am/pm To: 10 PM am/pm
Name of Organization/Renter: CARIBBEAN AMERICAN ASSOC. LAKE COUNTY
Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: MARSHA RILEY Email: caalc@live.com
Day Phone: (352) 978-0813 Cell Phone: (352) 408-1226
Address: 614 E HWY 50 #251 City: CLERMONT State: FL Zip: 34711
Event Description: TASTE OF CARIBBEAN & JERK FESTIVAL
ENTERTAINMENT FOOD EXHIBITOR MERCHANT
What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____
Who is your licensed beverage caterer? CARIBBEAN SUNSHINE RESTAURANT

I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

Marsha Riley
Applicant Signature

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve lease agreement between the City of Clermont and Premier Services for Events, Inc. to provide concession and catering services.		
Staff Report		
The Purchasing Department and the Parks and Recreation Department recommends approval of the above action. The Parks and Recreation Department contacted the Purchasing Department to determine the most cost effective manner to secure a concession and catering services company for performances at the Clermont Performing Arts Center. The Purchasing Department issued a Request for Proposal (RFP) number 16-025 on February 19, 2016 to obtain the services of a qualified company. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There was a single response to the RFP from Premier Services for Event, Inc. It is recommended that the City Council approve and execute a lease agreement with Premier Services for Event, Inc. to provide concession and catering services at the Clermont Arts and Recreation and other locations as needed. The initial term of the lease agreement shall being when executed by both parties and shall remain in effect for a term of two (2) years. There is a provision to renew the lease for up to three (3) additional one (1) year renewals at the option of the City. During the initial term of the lease agreement and any approved renewals thereof, Premier Services for Event, Inc. will pay the City of Clermont, on a monthly basis in arrears, a fifteen (15%) percent rental fee of gross sales plus applicable rental sales tax. The agreement will provide enhanced concession services for patrons while reducing staff time and related costs. Proposed concession services includes alcoholic beverages such as liquor, beer, and wine as well as water and soft drinks. Snacks such as peanuts, potato chips and chocolate bars will also be included with the option to add popcorn, sandwiches and appetizers depending on the venue. The award recommendation is being made to the single qualified respondent Premier Services for Event, Inc.		
Additional Analysis		
Fiscal Impact Summary		
The City will receive a rental fee based on 15% of the monthly gross sales plus applicable rental sales tax.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Premier Services Proposal	PREMIER PROPOSAL.pdf
2.	RFP 16-025 Response Tabulation	RFP 16-025 Response Tabulation.pdf
3.	Ad	RFP 16-025 concession.docx



**Clermont Arts & Recreation Center Concession
RFP No. 16-025**

I. Table of Contents

I.	Table of Contents	2
II.	Introduction	3
III.	Company Description	4
IV.	Personnel Experience.....	5
V.	Methodology Plan	5
VI.	Menu Options	6
VII.	Costs of Services	7
VIII.	Terms.....	8

II. Introduction

Premier Event services intends to provide food and beverage concessions at Clermont Performing Arts Center located at 3700 S. Highway 27 Clermont FL 34711 starting in April 2016. We will provide a variety of alcoholic beverages as well as some pre-packaged food items.

Our objective will be to provide excellent customer service at all times while providing the guests with a nice variety of menu items at a fair price with minimal waiting time, all to ensure guest satisfaction will be at the highest level possible.

Premier has an extensive background of providing quality bar and catering services for a variety of events including weddings, private parties, corporate events, and private parties throughout all Central Florida including Orlando, Tampa, St Petersburg and many cities in between. Premier provides services for about 600 - 700 events annually and continue to grow from year to year.

Premier's highly trained staff is extremely personable, professional and dedicated to making every event enjoyable. All staff members are very skilled and required to attain certifications such as ServeSafe or TIPS and have a minimum of 5 years experience in fine dining or catering. Our bartenders exhibit the highest level of customer service at all times.

B. License and Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: cohler@lrainsurance.com
LRA Insurance	PHONE (A/C No. Ext): (407) 838-3445
498 S Lake Destiny Dr	FAX (A/C No): (407) 838-3460
	E-MAIL ADDRESS: cohler@lrainsurance.com
Orlando FL 32810	INSURER(S) AFFORDING COVERAGE
	INSURER A Mount Vernon Fire Insurance Company
INSURED	INSURER B:
Premier Bartending	INSURER C:
3981 Beacon Ridge Way	INSURER D:
Clermont FL 34711	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:15/16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		CL1704508	6/11/2015	5/11/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Prods & Completed Oper. \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		CL2660751A	6/11/2015	6/11/2016	Aggregate Limit 2,000,000
						Ech Common Cause Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF#16-025 Clermont Arts & Recreation Catering Service. City of Clermont is included as additional insured with respects to the General Liability coverage where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Clermont
685 West Montrose Street
Clermont, FL 34711

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/COHLER

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ACORD 25 (2014/01)

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INS025 (201401)



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

850.487.1395

PREMIER SERVICES FOR EVENTS INC
PREMIER EVENT SERVICES
354 STORY ROAD
OCOEE FL 34761

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV5812348

ISSUED: 01/31/2016

CATERER:
PREMIER SERVICES FOR EVENTS INC
PREMIER EVENT SERVICES
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch.565 FS.
Expiration date: SEP 30, 2016 L1601310001065

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES
BEV5812348	13CT

The CATERER
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: SEP 30, 2016
CONSUMPTION ON PREMISES ONLY

PREMIER SERVICES FOR EVENTS INC
PREMIER EVENT SERVICES
354 STORY ROAD
OCOEE FL 34761



ISSUED: 01/31/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1601310001065

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Premier Services for Events INC	
	Business name/disregarded entity name, if different from above Premier Event Services	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 354 story rd. City, state, and ZIP code Ocoee, FL 34761 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
4	6	-	2	6	0	8	4	5	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Natasha Carter*

Date ▶ *3/7/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G11000049652

Fictitious Name to be Registered: PREMIER BARTENDING

Mailing Address of Business: 3981 BEACON RIDGE WAY
CLERMONT, FL 34711

Florida County of Principal Place of Business: LAKE

FEI Number: 90-0727871

Owner(s) of Fictitious Name:

COUTURE, NATALIA
3981 BEACON RIDGE WAY
CLERMONT, FL 34711

FILED
May 25, 2011
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

NATALIA COUTURE

05/25/2011

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()

DOCUMENT# P13000043937

Entity Name: PREMIER SERVICES FOR EVENTS, INC.

Current Principal Place of Business:

354 STORY RD
OCOEE, FL 34761

Current Mailing Address:

3981 BEACON RIDGE WAY
CLERMONT, FL 34711

FEI Number: 46-2608456

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BENJAMIN H. MOORE, CPA
3981 BEACON RIDGE WAY
CLERMONT, FL 34711 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BENJAMIN H. MOORE

03/04/2016

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name COUTURE, NATALIA
Address 3981 BEACON RIDGE WAY
City-State-Zip: CLERMONT FL 34711

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NATALIA COUTURE

PRESIDENT

03/04/2016

Electronic Signature of Signing Officer/Director Detail

Date

III. Company History

Premier Bartending Services was registered as a fictitious name in 2011. The company was incorporated in 2013 under Premier Services for Events Inc. We now operate in 4 major cities and 2 states, which include Florida and Pennsylvania.

Premier Event Services started with the concept that each event is unique and deserving of special care and attention. That is why we strongly believe in spending quality time with our clients so we understand their specific needs and goals.

The steady growth and reputation of the company enabled it expand into providing catering and decor services as well.

Sales have increased each year from the start of the business.

\$90K in 2013

\$188K in 2014

\$370K in 2015

Expected revenue in 2016 – Approx \$500K

Premier is a member of the South Lake (Clermont) & Haines City Chamber of commerce.

Premier's Awards:

Wedding Wire Couples' Choice Awards 4 years in a row

"2014 & 2015 Best of Tampa Award – Bartending"

"2014 & 2015 Talk of the Town 5 Star Award in Orlando"

"Best of 2015 Thumbtack Award"

IV. Personnel Experience

The project manager will be Natalia Couture who is also the current President of Premier Services for Events Inc. She has over 11 years experience in the service industry and has worked with a variety of companies including Howl at the Moon, Hilton Hotels and many more.

Natalia has graduated from Bartending School in 2006 and has continued to update her bartending and food handling certifications every two years.

Natalia has managed over one thousand events including corporate events, private parties, weddings, concerts, sporting events and more. She managed events with as many as 42 staff members and approx 9,000 guests.

V. Methodology & Customer Satisfaction Plan

Premier's staff will deliver product and equipment at least 2 hours prior to the event with a setup time anywhere from 45 minutes to 1 hour (maximum) ensuring plenty of time to be prepared for the guests arrival.

Our pricing will be fair and product will be of middle to high quality. We will ensure that guests have a nice variety to choose from and change the selection from time to time.

We will periodically provide client surveys to ensure customer satisfaction and have meetings with the Park and Recreation Dept.

All products and equipment will be removed from the facility after each night.

Premier will display signs showing the alcohol selections and pricing.

VI. Menu Options

Bar Concession

Wine:

Wine selection will include a mix of Pinot Grigio, Chardonnay, Cabernet, Merlot and Moscato. All wine will be mid-range in pricing and will never include well-known inexpensive brands such as Yellow Tail, Trader Joe's or Barefoot.

Beer:

We will provide 3 - 4 domestic beers as well as 2 - 3 imports. Brands will include options such as Bud Light, Yuengling, Miller Lite, Michelob Ultra, Corona, Heineken, Sam Adams and a variety of IPA's.

Liquor:

We will provide two different levels (price point) of liquor selections including "house" liquor and "premium" liquor to accommodate all guests.

House Liquor Brands Samples: Smirnoff Vodka, Jim Beam Bourbon, Captain Morgan, Bacardi Light Rum and Beefeater Gin

Premium Liquor Brand Samples: Absolute Vodka, Jack Daniels Whiskey, Crown Royal, Tanqueray Gin and Dewar's Scotch

Menu may change depending on guest requests and most popular selections. We can also provide sodas and water upon request.

Food Concessions

Starting in April 2016, we plan on providing simple, pre-package food items including peanuts, potato chips, chocolate bars and granola bars.

When services resume in the fall 2016, we may plan on adding additional menu options including popcorn, nacho bar, pre-wrapped Cuban sandwiches and possibly other items.

VII. Cost of Services

Alcohol

Domestic Beers - \$4 (Bud light, Yuengling, etc)

Import Beers - \$5 (Heineken, Corona, etc.)

Wine - \$5 (Chardonnay, Cabernet, Moscato, etc)

House Liquors - \$6 (Smirnoff, Captain Morgan...etc)

Premium Liquors - \$7 (Absolute, Jack Daniels..etc)

Non-Alcohol

Water - \$2

Soda - \$2.50

Food

Peanuts - \$3.50

Potato Chips - \$2

Chocolate Bars - \$2

* Excludes tax

VIII. Terms

Contract Period:

We propose that the contract term shall remain in effect for twenty-four (24) months with the option to renew the contract for two (2) additional twelve (12) month periods.

Rental Fee:

Premier proposes to pay a rental fee based on 15% of the monthly gross sales net of sales tax.

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (printed name) NATALIA COUTURE am the
(title) President and the duly authorized
representative of the firm of (Firm Name) Premier Event Services
whose address is 354 Story Rd Ocoee FL 34761,
and that I possess the legal authority to make this affidavit on behalf of myself and
the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: NATALIA COUTURE

Company Name: Premier Event Services Date: 3/16/16

END OF SECTION F

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. VC the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. VC the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. VC the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. NC the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

Nathalie Colore

(Respondent's Name)

STATE OF FLORIDA

COUNTY OF LAKE

END OF SECTION G

SECTION – H PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Clermont
(Print name of public entity)
by Natalia Couture, President
(Print individual's name and title)
for Premier Event Services
(Print name of entity submitting sworn statement)
whose business address is 354 Stony Rd Ocoee FL 34761
and (if applicable) its Federal Employer Identification Number FEIN is 46-2608456
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

 NC Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 NC The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 DC The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

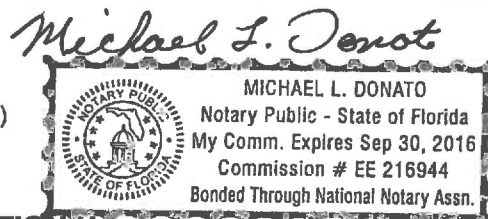
Natasha Podue
(Signature)
03/10/16
(Date)

Sworn to and subscribed before me this 10 day of MARCH, 2016

Personally known _____

OR produced identification FLORIDA DRIVER LICENSE Notary Public – State of FLORIDA
FLORIDA DRIVER LICENSE My commission expires 9.30.2016
(Type of Identification)

(Printed type or stamped Commissioned name of Notary Public)



END OF SECTION H

MARCH 10 2016

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: NATALIA COUTURE

Official Representative: _____

Principal Office Address: 354 STORY RD OCOEE FL 34711Select one: ☐ Individual ☐ Partnership ☒ Corporation**If a Corporation, answer this:**When Incorporated: 2013 In what State: FLORIDAPresident's Name: NATALIA COUTURE Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

_____**If a Partnership, answer this:**Date of organization: _____ General or Limited Partnership*:
_____Name and Address of Each Partner:
NAME / ADDRESS_____/_____
_____/_____
_____/_____

1. How many years has your organization been in business under the present business name? 5
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes (X) No () If no, please explain:

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

FL C360-620-84-968

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No (X) If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not X been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

N/A

B. List all judgments from lawsuits in the last five (5) years:

N/A

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

N/A

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SAME

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name Date

IF PARTNERSHIP:

Print Name Date

General Partner

Print Name Date

IF CORPORATION:

Premier Services For EVENTS INC.
Print Name of Corporation

NATALIA GUTIERREZ 354 Story Rd. Ocoee FL 34761
Print Name of President Company Address

3/10/16
Date

END OF SECTION I

SECTION – J SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	<u>Premier EVENT Services</u>
Street Address:	<u>354 Stony Rd Ocoee FL 34711</u>
Mailing Address (if different):	
Telephone:	<u>407-285-0284</u>
Fax:	
Email:	<u>sales@PremiereVENTservices.NET</u>
Payment Terms:	<u> </u> % <u> </u> days, net <u> </u>
FEIN:	<u>46 - 2608456</u>
Professional License No.:	<u>BEV5812348</u>
Signature:	<u>NATALIA COUTURE</u>
Date:	<u>3/16/16</u>
Print Name:	<u>NATALIA COUTURE</u>
Title:	<u>President</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☒ No	

END OF SECTION J

RFP No: 16-025
Page 37 of 37



RESPONSE TABULATION

RFP 16-025, CLERMONT ARTS & RECREATION CENTER CONCESSION AND CATERING SERVICES
DUE DATE/TIME: MARCH 4, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	1-ORIGINAL, 4-COPIES
Premier Services For Events, Inc. – Ocoee, FL	N

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to provide food and beverage concession and catering services at the Clermont Arts & Recreation Center (RFP 16-025). All responses must be received prior to **2:00 P.M. on Thursday, March 10, 2016**. Information may be obtained from the City's website at <http://www.clermontfl.gov/>

Publication Date: Newspaper
February 24, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and DesingLab, Inc. to provide uniforms to various Lake County government agencies.		
Staff Report		
The Evaluation Committee recommends approval of the above action. The Purchasing Department issued a Request for Proposal (RFP) number 16-018 on January 8, 2016 to obtain the services of qualified respondents to provide uniforms to various Procurement Office of Lake (POOL) public safety agencies. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were two (2) responses to the RFP, Designlab, Inc. and Aramark. The Evaluation Committee composed of staff members from the City of Clermont Police and Fire Department, City of Eustis Fire Department, and Lake EMS deemed the response from Aramark as unresponsive due to not bidding on any public safety uniforms. It is recommended that the Council approve and execute a fixed unit price term contract with DesignLab, Inc. to provide purchase of public safety uniforms. The initial term contract is for a three (3) year period with up to three (3) additional three (3) year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
Annual projected cost of \$97,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 16-018 Response Tabulation	RFP 16-018 Response Tabulation.pdf	
2. Designlab Response to RFP	DESIGNLAB.pdf	
3. Ad	RFP 16-018 Uniforms POOL.docx	



RESPONSE TABULATION

RFP 16-018, COOPERATIVE UNIFORM PURCHASE
DUE DATE/TIME: FEBRUARY 18, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	1-ORIGINAL, 17-COPIES
DesignLab, Inc. – Eustis, FL	Y	Y
Aramark Uniform & Career Apparel, LLC. – Burbank, CA	N	N

Addenda 1 was not a mandatory submittal with response.

Solicitation 16-018

Cooperative Uniform Purchase

Bid Designation: Public



City of Clermont



REQUEST FOR PROPOSAL

Cooperative Uniform Purchase

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Director

 EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

 RFP No. **16-018**

 ISSUED DATE: *January 8, 2016*
RESPONSE DUE DATE: February 18, 2016 at 2:00 P.M. (EST)
PRE-SUBMISSION MEETING: Not Applicable
DEADLINE FOR WRITTEN QUESTIONS: February 10, 2016 at 3:00 P.M. and must be submitted through BidSync.

SOLICITATION RESPONSE: Sealed responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses must be delivered to:

 City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **Ninety (90)** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work		SECTION C Response Format
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Public Entity Crimes	X	SECTION I Supplemental Questionnaire
X	SECTION J Signature Page		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

Designlab, Inc.

PHONE:

864-297-7199

MAILING ADDRESS:

2370 East Burleigh Blvd Eustis, FL 32726

NAME OF AUTHORIZED REPRESENTATIVE:

Math Moller



825 Old Airport Rd. • Greenville, South Carolina 29607
Toll Free 1-800-786-7464 • 864-297-7199 • Fax 864-297-7198
www.DesignLabOnline.com • designlab2@aol.com

INTRODUCTION & COMPANY INFORMATION

EXPERIENCE & QUALIFICATIONS

DesignLab, Inc. has been a manufacturer and distributor of custom uniform apparel and accessories for more than eighteen years. The owners of our company have been in the apparel business for thirty years. We are a minority business based in the U.S.A which specializes in providing top-quality custom clothing, uniforms, and accessories to government agencies nationwide. We currently employ approximately 60 people working out of seven locations in South Carolina and Florida.

DesignLab is a full service company. We have a staff of highly skilled customer service agents and account managers who work with each one of our clients on a personal level. We operate out of five sales offices in Florida and two in South Carolina. At our main manufacturing facility in Greenville, SC, we provide complete in-house graphic design, digitizing, embroidery, and screen printing services to all of our customers. We also offer state-of-the-art 3M Scotchlite reflective transfer graphics, which are custom-cut to meet the specifications of our clients and applied to safety garments for increased visibility. In addition, we house fully-staffed pattern-making and sewing departments where we design and manufacture our own line of custom apparel. Because we provide all of these services in-house, we are highly successful at seeing a project from initial concept to completion in a short time frame.

DesignLab currently manages the uniform programs for several large agencies in Florida and South Carolina, including Greenville County Sheriff, Greenville Police Department, Miami-Dade Fire Rescue, Palm Beach County Fire Rescue, Hillsborough County Fire Rescue, Orlando Police Department, City of Miami Fire, Lynx Transportation, Orange County Schools, Sarasota County Sheriff, Lake County, Pinellas County, Orange County and others. For several years, we have provided these divisions with complete uniform programs, inventory control, quartermaster account services, expedient order processing, and a web-based uniform system. We have met with high approval from large contract accounts such as these in Florida due to our high quality products, personal customer care, and great attention to detail.

DESIGNLAB STORE LOCATIONS

DesignLab – Headquarters
825 Old Airport Road
Greenville, SC 29607
Phone: 800-786-7464

DesignLab – Columbia, SC
7320 Broad River Rd., Suite C-D
Irmo, SC 29607
Phone: 803-723-5496

DesignLab – Orlando, FL
4203 34th Street
Orlando, FL 32811
Phone: 407-649-2099

DesignLab – Tampa, FL
3010 East Hillsborough Ave., Suite C
Tampa, Florida 33610
Phone: 864-979-8926

DesignLab – West Palm Beach, FL
900 S. Military Trail
West Palm Beach, FL 33415
Phone: 561-640-5678

DesignLab – Miami, FL
1730 Biscayne Blvd.
Miami, FL 33132
Phone: 305-577-4825

DesignLab – Eustis, FL
2370 East Burleigh Blvd.
Eustis, FL 32726
Phone: 352-602-7781

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DESIGNLAB INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
825 OLD AIRPORT ROAD

6 City, state, and ZIP code
GREENVILLE, SC 29607

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
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or

Employer identification number

5	6	-	2	0	5	1	1	4	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here Signature of U.S. person ▶ *John Moller* Date ▶ *2/12/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



FLORIDA

Business Name and Location Address

**DESIGN LAB INC
2370 E BURLEIGH BLVD
EUSTIS FL 32726-8311**

2016 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Certificate Number

45-8015817061-0

DR-13
R. 10/15

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.



825 Old Airport Rd. • Greenville, South Carolina 29607
Toll Free 1-800-786-7464 • 864-297-7199 • Fax 864-297-7198
www.DesignLabOnline.com • designlab2@aol.com

REFERENCES

DEPARTMENT: Lynx Transportation
ADDRESS: 455 N. Garland Ave, Orlando, FL 32811
TELEPHONE/FAX: 407-254-6029/407-254-6285
CONTACT: Nancy Rodriguez
CONTACT EMAIL: nrodriguez@golynx.com
COMPANY EMAIL ADDRESS: www.golynx.com
5 Year Contract/3 Years Remaining
\$1,500,000

DEPARTMENT: Hillsborough County Fire
ADDRESS: 2709 E Hanna Ave, Tampa, FL 33610
TELEPHONE/FAX: 813 272-6600
CONTACT: Chief Ron Rogers
CONTACT EMAIL: rogersr@Hillsboroughcounty.org
COMPANY EMAIL ADDRESS : www.hillsboroughcounty.org
8 Year Contract/1 Year Remaining
\$6,400,000

DEPARTMENT :Palm Beach County Fire Rescue
ADDRESS: 405 Pike Road, West Palm Beach, FL 33411
TELEPHONE/FAX: 561 816-7019 / 561 616-7090
CONTACT: Chief John Sluth
CONTACT EMAIL: JSluth@pbcgov.org
COMPANY EMAIL ADDRESS: www.pbc.org
5 Year Contract/4 Years Remaining
\$3,000,000

DEPARTMENT: Greenville County Sheriff Office
ADDRESS: 4 McGee Street, Greenville, SC 29601
TELEPHONE/FAX: 864 467-5224
CONTACT: Ellen Clark
CONTACT EMAIL: EClark@Greenvillecounty.org
5 Year Contract/4 Years Remaining
\$1,300,000

DEPARTMENT: Sarasota Co. Sheriff
ADDRESS: 2071 Ringling Blvd, Sarasota, FL 34237
TELEPHONE/FAX: 941-861-4291/941 861-4891
CONTACT: Angie Schuhmann
CONTACT EMAIL: aschuhma@scgov.net
4 Year Contract/2 Years Remaining
\$800,000

SECTION - K PRICE SCHEDULE

CITY OF CLERMONT		The following items and quantities are based on the most popular items purchased from October 1 st , 2014 to September 30, 2015.		GROUP 1
Item	Description / Specification	Est. Annual Qty.	Unit Price	Extended Price
FIRE DEPARTMENT				
1	Rip-Stop Duty Pant, Navy, Men's, Tru Spec - 1061	266	35.99	9,573.34
2	Beanie Hat w/Cuff, NAVY, Yupoong - 1501	33	12.78	421.74
3	Low Profile Navy Hat, Flexfit - 6277	159	16.81	2,672.79
4	Mesh Shorts With Pockets, Navy, Badger - 7219	167	13.25	2,212.75
5	Mesh Shorts (no pockets), Navy, Badger - 7239	30	11.45	343.50
6	All Weather Jacket, Black/Black, Ultra Club - 8921	25	41.75	1,043.75
7	BDU Short, Rothco - 65209	81	19.69	1,594.89
8	Basket Weave Belt 1 1/2", Perfect Fit - 1521U	59	13.67	806.53
9	Job Shirt, Fleece, Tact Squad - 2005N	72	41.41	2,981.52
10	SuperCuff Rescue & Extrication Gloves (R-21), Ringer Gloves - 345-347	56	40.88	2,289.28
11	Sweatshirt Navy, Jerzees - 4662-N	34	15.46	525.64
12	Beefy Tee SS Navy, Hanes - 5180-N	686	10.65	7,305.90
13	Beefy Tee SS White, Hanes - 5180-W	357	10.14	3,619.98
14	Beefy Tee LS Navy, Hanes - 5186-N	110	14.24	1,566.40
15	Beefy Tee LS Navy Special Ops, Hanes - 5186-NS	98	18.24	1,787.52
16	Beefy Tee LS White, Hanes - 5186-W	24	12.72	305.28
17	Beefy Tee LS White Special Ops, Hanes - 5186-WS	48	16.72	802.56
18	Neck Tie, Standard, Men's Dark Navy, Samuel Broom - 90072/90087	30	5.40	162.00
19	Firefighter Shirt Badge, Blackinton - B1751	41	98.22	4,027.02
20	Polo, Men's Short Sleeve, Corner Stone - CS410	193	32.24	6,222.32
21	Polo, Men's Long Sleeve, Corner Stone - CS410LS	32	36.13	1,156.16
22	Men's Short Sleeve Light Blue Shirt, Horace Small - HS1210	80	32.03	2,562.40

SECTION – K PRICE SCHEDULE

23	Men's Short Sleeve White Shirt, Horace Small - HS1212	17	32.03	544.51
24	4-Pocket Fire Pant, Navy, Men's, Horace Small - HS2361	159	24.01	3,817.59
25	Lieutenant Shirts Collar Brass (PAIR), Blackinton - J50	12	5.21	62.52
26	Boonie Hat, Shield - MCL	35	19.88	695.80
27	Stealth 2500 Lighted Cap, Navy, Panther Vision - PS2-118	38	20.48	778.24
28	Amber UVEX Safety Glasses, Sperian - S3202	10	10.67	106.70
29	Dark Smoke UVEX Safety Glasses, Sperian - S3205X	12	11.19	134.28
POLICE DEPARTMENT				
30	Dress Uniform Coat, Navy, Anchor – 231MW	4	265.00	1,060.00
31	Men's Long Sleeve Uniform Shirt w/Zipper, Navy - HS1150	55	37.94	2,086.70
32	Men's Long Sleeve White Shirt w/zipper - HS1149	5	37.94	189.70
33	Men's Short Sleeve Uniform Shirt w/Zipper, Navy - HS1250	93	36.07	3,354.51
34	Men's Short Sleeve Uniform Shirt w/Zipper, White - HS1249	10	36.07	360.70
35	Tactical Response Uniform Shirt, Tru Spec - 1288 Black	13	39.25	510.25
36	Women's Long Sleeve Uniform Shirt W/Zipper, Navy - HS1188	5	35.03	175.15
37	Women's Short Sleeve Uniform Shirt w/Zipper, Navy - HS1289	9	32.91	296.19
38	Motor Pants, Black. 5.11 Tactical - 74407	6	93.48	560.88
39	24-7 Series Shorts, Tru Spec - 4265	14	30.62	428.68
40	Tactical Pant Ladies, Black, Tru Spec - 1096	8	37.58	300.64
41	Tactical Pants, Men's, Black, Tru Spec - 1062	12	35.99	431.88
42	Tactical Pants, Men's, Khaki, Tru Spec - 1060	9	35.99	323.91
43	Uniform Trousers, Men's, Navy - HS2149	241	32.32	7,789.12
44	Windbreaker, Black, Augusta - 3100	6	23.59	141.54
45	Winter Coat w/zip-out liner, Black, Tact Squad - F1003	9	76.77	690.93
46	Clip on Neck Tie, Navy, Samuel Brim - 90001	66	5.30	349.80
TOTAL PRICE FOR GROUP 1				79,176.49

SECTION – K PRICE SCHEDULE

CITY OF EUSTIS		The following items and quantities are based on the most popular items purchased from October 1st, 2014 to September 30, 2015.		GROUP 2
Item	Description / Specification	Est. Annual Qty.	Unit Price	Extended Price
FIRE DEPARTMENT				
1	Class A HS LS Dress Shirt w/zipper & patches, Light Blue, Horace Small - HS1114	14	45.41	635.74
2	Class A HS SS Dress Shirt w/zipper & patches, Light Blue, Horace Small - HS1210	14	42.15	590.10
3	Class A HS LS Dress Shirt w/zipper & patches, White, Horace Small - HS1116	15	45.41	681.15
4	Class A HS LS Dress Shirt w/zipper & patches, White, Horace Small - HS1212	15	42.15	632.25
5	Short Sleeve Polo LC: Embroidered Maltese/RC: Embroidered Name & Rank – No Back Print, Grey, Shield - SH595	38	29.30	1,113.40
6	Long Sleeve Polo LC: Embroidered Maltese/RC: Embroidered Name & Rank – No Back Print, Grey - Shield	18	31.30	563.40
7	Short Sleeve t-shirt 3 color screen print, RC Name & Rank, LC Maltese, Back Print, Grey, Gilden - G2000	80	11.59	927.20
8	Long Sleeve t-shirt 3 color screen print, RC Name & Rank, LC Maltese, Back Print, Grey, Gilden - G2400	40	14.09	563.60
9	24/7 Tru Spec Cargo Pants, Black, - 1062	57	35.99	2,051.43
10	24/7 Tru Spec Cargo Shorts, Black - 4265	38	30.62	1,163.56
11	24/7 Tru Spec Cargo Pants – Ladies, Black - 1096	10	37.58	375.80
12	Men's Sentry Plus Trouser, Black – HS2102	10	33.32	333.20
13	Mesh Gym Shorts w/pockets - Inseam 9"- Includes 1-color print, Black - 7219	38	13.25	503.50
14	Dutyman Belt w/Buckle, Black Basket Weave, - 1621	18	20.04	360.72
15	Dutyman Belt w/Velcro Tip, Black Basket Weave – 1321	5	19.31	96.55
16	511. Operators belt, Black - 59405	5	32.29	161.45
17	Blackhawk Riggers Belt CQB, Black - 41CQ00	20	35.17	703.40
18	Flexfit Panel Ball Cap- includes embroidered logo on front, Black - 6277	30	13.28	398.40
19	Flexfit Mesh Ball Cap- Includes embroidered logo on front, Black - 6777	8	12.89	103.12

SECTION – K PRICE SCHEDULE

20	Bayside Scull cap, Black - 3810	10	9.73	97.30
21	Game Jobshirt w/Maltease, Name/Rank & Print E.F.D on back, Black - Game-810	19	62.64	1,190.16
22	Jacket + Reflective Stripe/RC Embroidered Logo/LC: Name and Rank, Black, Port Authority - J745R	10	53.18	531.80
23	5.11 Recon Trainer, Black - 16001	8	80.59	644.72
24	Magnium 6" Stealth Force Size Zip, Black - 5312	2	103.87	207.74
25	Magnium 8" Stealth Force Size Zip, Black - 5310	2	107.63	215.26
26	Reebok Bema Black Oxford, Black - RB1945	2	82.95	165.90
27	Thorogood Waterproof 6" boot, Black - 804-6190	2	92.10	184.20
28	Thorogood Waterproof 8" boot, Black - 804-6191	2	97.50	195.00
29	Thorogood Cowboy Boot w/safety Toe, Black - 804-6111	2	129.90	259.80
30	Thorogood Cowboy Boot without /safety Toe, Black - 834-6211	2	125.85	251.70

WATER DEPARTMENT

31	Dickie Jeans, Brandon – 9393RNB	68	20.67	1,405.56
32	Short Sleeve Shirt, Red Kap – SP24LB	40	19.99	799.60
33	Cut Work Pants, Navy, Red Kap – PT20NV	22	16.56	364.32
34	White Executive Short Sleeve Shirt, Red Kap – SP60WH	5	25.38	126.90

PUBLIC WORKS DEPARTMENT

35	Relaxed Fit Jeans, Stone Washed, Indigo Blue, Dickies – 1993SNB	50	25.51	1,275.50
36	Utility Jeans, Garment Washed, Indigo Blue, Dickies – 1994RNB	5	22.25	111.25
37	Regular Fit Jeans, Rigid, Indigo Blue, Dickies – 9393NB	15	20.67	310.05
38	LS Tee Shirt w/Pocket, True Navy, Gildan – 2410	50	13.53	676.50
39	Polytech Mesh Insert Polo, Harriton – M374	9	27.27	245.43
40	SS Tee Shirt, Tru Navy, Jerzees – 29MP	93	10.67	992.31
41	Men's Easy Care Shirt, Long Sleeve, Port Authority – S608	6	25.65	153.90
42	Industrial Pants, Navy, Red Kap – PT20NV	23	16.56	380.88
43	Industrial Work Shirt, Short Sleeve, Navy, Red Kap – S{24NV	32	19.99	639.68

SECTION – K PRICE SCHEDULE

44	Polo Shirt, Navy, Sport-Tek – ST651	28	27.94	782.32
45	Denim Shirt, SS, Ultra Club – 8965C	12	27.47	329.64
TOTAL PRICE FOR GROUP 2				24,495.39

LAKE EMS		The following items and quantities are based on the most popular items purchased from October 1 st , 2014 to September 30, 2015.		GROUP 3
Item	Description / Specification	Est. Annual Qty.	Unit Price	Extended Price
DEPARTMENT				
1	Men's New Dimension Cotton Blend SS Shirt + Zipper, White – HS1212	100	42.15	4,215.00
2	Men's New Dimension LS Cotton Blend Shirt & Zipper – HS1116	25	45.41	1,135.25
3	Men's Sentry Plus Polyester LS Shirt + Zipper, White – HS1149	150	37.94	5,691.00
4	Men's Sentry Plus Polyester SS Shirt + Zipper, White – HS1249	400	36.07	14,428.00
5	Women's New Dimension Stretch Poplin SS Shirt + Zipper, White – HS1270	50	42.15	2,107.50
6	Women's Sentry Plus LS Shirt + Zipper, White – HS1190	75	37.94	2,845.50
7	Women's Sentry Plus SS Shirt + Zipper, White – HS1292	150	36.07	5,410.50
8	A4 Ladies Black Cooling Long Sleeve Tee – NW3002Black	100	10.42	1,042.00
9	A4 Ladies Black Cooling Short Sleeve Tee – NW3201Black	100	8.98	898.00
10	A4 Ladies White Cooling Short Sleeve Tee – NW3202White	75	10.42	781.50
11	A4 Ladies White Cooling Short Sleeve Tee – NW3201White	100	8.98	898.00
12	A4 Men's Black Cooling Long Sleeve Tee – N3165Black	100	10.40	1,040.00
13	A4 Men's White Cooling Long Sleeve Tee – N3142Black	350	9.28	3,248.00
14	A4 Men's White Cooling Long Sleeve Tee – N3165White	75	10.39	779.25
15	A4 Men's White Cooling Short Sleeve Tee – N3142White	220	9.28	2,041.60
16	Tee, Short Sleeve, Black – 5180	300	7.62	2,286.00
17	Tee, Short Sleeve, Dark Navy (non-clinical staff) – 5180	400	8.62	3,448.00

SECTION – K PRICE SCHEDULE

18	Tee, Short Sleeve, White – 5180	1500	7.25	10,875.00
19	Tee, Long Sleeve, Black – 5186	250	11.60	2,900.00
20	Tee, Long Sleeve Dark Navy (non-clinical staff) – 5186	250	12.60	3,150.00
21	Tee, Long Sleeve, White – 5186	475	9.97	4,735.75
22	Performance Polo Shirt, White – 2430	300	29.20	8,760.00
23	Performance Polo Shirt, Royal – 2430	2,000	29.20	58,400.00
24	Men's 24/7 Tactical Pants, Black – 1062	600	35.99	21,594.00
25	Ladies 24/7 Tactical Pants, Black - 1096	200	37.58	7,516.00
26	24/7 BDU Shorts, Black – 4265	50	30.62	1,531.00
27	Men's Industrial Flat Front Pants, Black – LP700	30	20.94	628.20
28	Men's Sentry Plus Trouser, Black – HS2102	160	33.32	5,331.20
29	Women's Relaxed Straight Stretch Twill Pants, Black – FP321	250	23.49	5,872.50
30	Women's Sentry Plus Trouser, Black – HS2483	30	33.32	999.60
31	Women's Work NMotion Pant, Black – PZ33BK	225	22.58	5,080.50
32	Women's Maternity Full-Panel Pants	10	10.00	100.00
33	Men's New Dimension Plus Cargo Pants, Black – HS2520 HS2730	250	45.74	11,435.00
34	5.11 A.T.A.C. 6" Side Zip Boot – 12018	30	74.85	2,245.50
35	5.11 Company Boot 2.0 – 12032	30	95.51	2,865.30
36	6" Quick Release Station Boot – 804-6034	60	94.80	5,688.00
37	6" Waterproof Side Zip – 834-6218	20	86.03	1,720.60
38	Ridge Men's Mid Side-Zip Boots – 8003	110	86.66	9,532.60
38	Thorogood 8" Jump Boot Side-Zip – 834-6888	170	104.93	17,838.10
40	Thorogood ASR Slip-On – 834-6520	40	60.38	2,415.20
41	3n1 Jacket Combo – JA787	40	133.18	5,327.20
42	3n1 Jacket Fleece Liner – JA785	20	54.19	1,083.80
43	3n1 Jacket Outer Shell – JA786	20	75.74	1,514.80

SECTION – K PRICE SCHEDULE

44	Premium Breathable Rain Jacket – DL-TJRL	200	65.98	13,196.00
45	Dress Uniform Belt – 6582-2	15	27.56	413.40
46	Dress Uniform Hat – R-13	15	65.00	975.00
47	Neck Tie, Clip-On – 90001	30	5.30	159.00
48	Neck Tie, Self-Tie, Black – 15010	50	5.30	265.00
49	Neck Tie, Velcro – 90105	25	5.30	132.50
50	Basketweave Leather Belt w/ Buckle – PL1521UC	400	18.30	7,320.00
51	Basketweave Leather Belt w/ Velcro – PL51210	150	18.30	2,745.00
TOTAL PRICE FOR GROUP 3				276,640.85

Aggregate Price for Groups 1 through 3: \$ 380,312.73

Price of one time setup fee \$ 35.00

Percent off catalog list price for additional items not listed: 20 %

Provide list if multiple discounts are available.



HOME OFFICE:
825 Old Airport Rd. • Greenville, South Carolina 29607
Toll Free 1-800-786-7464 • 864-297-7199 • Fax 864-297-7198
www.DesignLabOnline.com • designlab2@aol.com

WEB-BASED UNIFORM SYSTEM

DesignLab has the ability to create a custom on-line uniform ordering system to accommodate your agency. Our internet-based uniform system is powered by *OsCommerce* and can be fully customized to meet your specific needs. Each website we build is password-protected and comes complete with product photos, descriptions, contract pricing, etc. Approved personnel within your agency can even be given special administrative access to view complete order histories, individual employee expense accounts, inventory levels, detailed purchases, dollar amounts spent, order status, and various other reports through our online database. This is a real-time system offering current and accurate information. Our custom websites are designed, managed and maintained by our in-house I/T Department. Orders that we receive from our customer websites are downloaded and processed on a daily basis.

An example of one of our successful web-based uniform ordering systems can be seen by visiting www.designlabonline.net/pbcfr. This website includes all items we currently offer to Palm Beach County Fire Rescue. Each employee is given a set spending allowance. Once they create an account, the system automatically tracks their spending and insures that they do not go over their set spending allowance. If their purchases exceed their allowance, employees are required to provide the web system with a personal credit card number. All purchases made within their limit are billed directly to Palm Beach County, along with detailed invoices. The orders received from this site are downloaded and processed at our Palm Beach store. Orders are packaged and held for pickup by Palm Beach County employees or can be delivered to the Palm Beach County Fire Rescue supply office, if desired.

If your department prefers not to extend individual uniform allotments to personnel, our online ordering system may also be redesigned to accommodate quartermaster-style ordering. One designated person or division may be allowed to place orders for your entire department. Our system is flexible and totally customizable.

Should your agency choose to take advantage of our web-based uniform ordering system, DesignLab could have a fully-customized site developed and operational within 30 days after award of contract.

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (printed name) Matt Moller am the
(title) VP Sales and the duly authorized
representative of the firm of (Firm Name) Designlab, Inc. whose
address is 2370 East Burkleigh Blvd Eustis, FL 32726, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: Matt Moller

Company Name: Designlab, Inc. Date: 2/17/16

END OF SECTION F

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. X the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

 Matt Moller
(Respondent's Name)

STATE OF SC

COUNTY OF Greenville

END OF SECTION G

SECTION – H PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Clermont
(Print name of public entity)
by Math Moller / VP Sales
(Print individual's name and title)
for Designlab, Inc.
(Print name of entity submitting sworn statement)
whose business address is 2370 East Buckleigh Blvd Eustis, FL 32726
and (if applicable) its Federal Employer Identification Number FEIN is 56-2051141
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies)**

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

2/17/16

(Date)

Sworn to and subscribed before me this 16th day of February, 20 16

Personally known X

OR produced identification 2110160

(Type of identification)

Notary Public – State of SC

My commission expires 8/12/16



(Printed type or stamped Commissioned name of Notary Public)

END OF SECTION H

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: Designlab, Inc.Official Representative: Matt MollerPrincipal Office Address: 825 Old Airport Rd Greenville, SC 29607Select one: ☐ Individual ☐ Partnership ☒ Corporation**If a Corporation, answer this:**When Incorporated: 09/1997 In what State: SCPresident's Name: Doc's Moller Vice-President's Name: Matt Moller

Treasurer's Name: _____

Members of Board of Directors

_____**If a Partnership, answer this:**Date of organization: _____ General or Limited Partnership*:
_____Name and Address of Each Partner:
NAME / ADDRESS_____/_____
_____/_____
_____/_____

1. How many years has your organization been in business under the present business name? _____
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes () No () If no, please explain:

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

LS-8015817061-0

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No (X) If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not X been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

N/A

B. List all judgments from lawsuits in the last five (5) years:

N/A

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

N/A

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

N/A

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:_____
Print Name_____
Date**IF PARTNERSHIP:**_____
Print Name_____
Date_____
General Partner_____
Print Name_____
Date**IF CORPORATION:**Designlab, Inc.
Print Name of CorporationDois Muller
Print Name of President2370 E. Burleigh Blvd Eustis, FL 32726
Company Address2/16/16
Date**END OF SECTION I**

SECTION – J SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	<u>Designlab, Inc.</u>
Street Address:	<u>2370 E. Burleigh Blvd Eustis, FL 32726</u>
Mailing Address (if different):	
Telephone:	<u>864-297-7199</u>
Fax:	<u>864-297-7198</u>
Email:	<u>mattmoller@yahoo.com</u>
Payment Terms:	<u>—</u> % <u>—</u> days, net <u>30</u>
FEIN:	<u>56 - 2051141</u>
Professional License No.:	
Signature:	<u>Matt Moller</u>
Date:	<u>2/16/16</u>
Print Name:	<u>Matt Moller</u>
Title:	<u>VP Sales</u>
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION J



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

ADDENDA 1 – FEBRUARY 10, 2016
RFP 16-018 – COOPERATIVE UNIFORM PURCHASE

To all prospective respondents, please note the following changes:
See next page.

END OF ADDENDA 1

This addenda must be acknowledge and may be returned with your solicitation. All other terms, conditions and specifications remain unchanged for RFP 16-018 – COOPERATIVE UNIFORM PURCHASE.

Design Lab, Inc.
Name of Company

2/16/16
Date

Math Moller
Signature

VP Sales
Title

Math Moller
Typed/Printed Name

Question and Answers for Bid #16-018 - Cooperative Uniform Purchase

Overall Bid Questions

Question 1

Hi, I am an account executive with a company in STL interested in bidding on this. However looking through this bid, I do not see any line items to price? Please advise, thanks! (Submitted: Jan 12, 2016 12:44:36 PM EST)

Answer

[edit](#)



- Once you click on the solicitation number, there is a "Download Bid Packet" option in blue that will allow you to download the bid document. You may also email the Purchasing Director to have a copy of the bid emailed to you. (Answered: Jan 12, 2016 1:44:36 PM EST)

Question 2

In section B, it's specified that each agency will be responsible for the art charges and 1 time set up fee. Is there a place that breaks out which items need embellishments, and what those embellishments are for each agency? Thankyou! (Submitted: Feb 9, 2016 10:46:10 AM EST)

Answer

[edit](#)



- No there's no line item for such. Since each agency is different, the fee will be determined on a case-by-case basis depending on the needs. (Answered: Feb 10, 2016 1:42:40 PM EST)

Print

Close

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to provide uniforms to various POOL agencies (RFP 16-018). All responses must be received prior to **2:00 P.M. on Thursday, February 18, 2016**. Information may be obtained from the City's website at <http://www.clermontfl.gov/>

Publication Date: Newspaper
January 14, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Scope of Services		
Requested Action		
Motion to approve professional services proposed for the Promenade schematic design and preliminary engineering from GAI Consultants, Inc. in the amount of \$94,100.		
Staff Report		
In 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The Promenade is a project that has been identified as being critical to the success of the future disposition of downtown. The project is located along the shores of Lake Minneola from approximately West Avenue on the west to 7th Street on the east, and from West Osceola Street to Lake Minneola. With the completion of the Downtown and Waterfront Master Plan and the identification of the Promenade as a critical component of the plan, the next step in advancing the Promenade project is the completion of Schematic Design and Preliminary Engineering plans. These plans will advance the concept plan created in the Downtown and Waterfront Master Plan in significantly greater detail, allowing for the determination of the project materials, scale, utility requirements, amenity relationships and the creation of detailed cost information. This information can result in the completion, at a future date, of plans for the construction of the Promenade project, and will enable the consultant to more accurately determine the project scope in order that professional service fees are better aligned with the work needed, potentially realizing significant savings for the city. Staff recommends approval of this proposal for \$94,100 for professional Services with GAI Consultants, Inc.		
Additional Analysis		
Fiscal Impact Summary		
Funding for this project is available in the current year Capital Projects Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont Scope-Promenade Schematics	Clermont Scope_Promenade Schematics_031716.pdf	

March 17, 2016

GAI Project No. A150493.00

Mr. James Kinzler
Assistant City Manager
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

**Proposal for Professional Services
Clermont Waterfront Promenade Schematic Design and Preliminary Engineering
Clermont, Florida**

Dear Mr. Kinzler:

GAI Consultants, Inc. ("GAI" or "the Consultant") is pleased to submit this Scope of Services/Fee Proposal for Professional Services to the City of Clermont, Florida ("the Client" or "the City") for the above-referenced project. This proposal reflects the anticipated Scope and related costs for services to be provided based on GAI's understanding of the project.

Project Understanding

GAI Consultants recently completed the City of Clermont Downtown and Waterfront Master Plan under a separate agreement. The plan was adopted by the Clermont City Council on March 23, 2015. As a part of the long-range vision for the city, several improvement projects are conceptually identified. It is now the desire of the city to begin to refine the design of some of these projects with the intent to implement them as funding allows.

The Promenade is a project that has been identified as being critical to the success of the future disposition of downtown. The project is located along the shores of Lake Minneola from approximately West Avenue on the west to 7th Street on the east, and from West Osceola Street to Lake Minneola.

With the completion of the Downtown and Waterfront Master Plan and the identification of the promenade as a critical component of the plan, the next step in advancing the Promenade project is the completion of Schematic Design and Preliminary Engineering plans. These plans will advance the concept plan created in the Downtown and Waterfront Master Plan in significantly greater detail, allowing for the determination of the project materials, scale, utility requirements, amenity relationships and the creation of detailed cost information. This information can result in the completion, at a future date, of plans for the construction of the Promenade project, and will enable the consultant to more accurately determine the project scope in order that professional services fees are better aligned with the work needed, potentially realizing significant savings for the city.

The Scope of Work includes the completion of the schematic design documents for the project. Schematic designs are 30% complete construction drawings, allowing for the advancement of the plans to design development (60%) and construction document (100%) plans and specifications for the bidding and construction of the project at a future date and under a separate agreement. The schematic plans will refine the Master Plan concept design to an extent that will allow for a more detailed and accurate estimate of project cost and associated professional service fees for the completion of construction documents. The services included herein are:

- Survey of the area previously identified, indicating area topography and fixed improvements.
- Environmental services determining the extent of wetlands and any threatened and/or endangered species which may be located on site. These services will also identify any required permitting related to the site environmental issues.
- Utility and infrastructure assessments, preliminary grading and determination of preliminary spot elevations
- Pre-application meetings with jurisdictional permitting agencies.
- Landscape Architectural design including all public hardscape and landscape areas including:
 - Low Impact Design (LID) stormwater improvements to connect to the planned West Lake Wetland Park.
 - Public plaza space at the terminus of 8th Street down to the 8th Street Pier (8th Street Plaza).
 - Modification and/or expansion of the 8th Street Pier.
 - Entertainment/restaurant zone west of the 8th Street Plaza.
 - Modifications to the South Lake Trail for the length of the project, including investigating the possibility of the separation of bicycle and pedestrian traffic at the entertainment zone directly west of 8th Street that had been recommended as a part of the Master Plan.
 - Triathlon event space and beach on the west end of the project area.
 - Multi-use, terraced event and viewing area between 7th and 8th Streets.
- Three dimensional images of selected views of the project.
- Rendered plan view of the completed design.

In addition to the specific services detailed below (the “Services”), GAI will coordinate our work with the Client’s representatives and the project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services:

Task I –Survey

- 1.1 Perform a survey of the project area as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the standards of practice of surveying and mapping of the State of Florida.
 - Topographic information.
 - Location of existing visible above ground improvements & visible utilities within right-of-way.
 - Existing trees.
 - Wetland limits.

Task II –Preliminary Ecological Assessment

- 2.1 Research existing published literature and available documents pertinent to the project site. Particular attention will be directed towards reviewing existing permits or delineations for the project vicinity.
- 2.2 Review existing databases from the U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission (FWC) for the presence of federal and state listed plant and animal

species, including a search of the FWC database for the presence of the Southern Bald Eagle on-site or within a one mile radius of the project area.

- 2.3 Conduct one site assessment to evaluate the presence of threatened and endangered species, critical habitat, natural communities, and the location, landward extent, and quality of potentially jurisdictional wetlands.
- 2.4 Field flag the landward extent of wetlands and surface waters associated with Lake Minneola that are potentially within the jurisdiction of governmental agencies with statutory permitting authority following the 2010 Final Supplement to the 1987 Federal Manual for the Identification of Wetlands and the Unified Wetland Delineation Methodology for the State of Florida, dated 1 July 1994.
- 2.5 Coordinate with surveyors to locate the field flags as previously placed.

Task III – Schematic Design and Preliminary Engineering (30 % Construction Documents)

- 3.1 Site Analysis –GAI will visit the site in order to develop an understanding of the site's opportunities and constraints.
- 3.2 Setup, prepare for, and attend a pre-application meeting with the SJRWMD.
- 3.3 Provide one site visit to field review the survey. Coordinate with surveyor for any additional survey information required for the design of the Project.
- 3.4 Develop a project schedule based on our knowledge of the required design, regulatory and permitting approvals, and the construction processes.
- 3.5 Existing Utility and Infrastructure Review – GAI will provide utility coordination with all utility providers. GAI will review available utility system maps and coordinate with the identified third party utility providers within the project area to discuss and better understand the age and condition of their respective systems. Conflicts with the proposed storm sewer system will be reviewed.

This task will also include the discussion and general evaluation of burying existing overhead utility lines. GAI will coordinate with the electric/power supplier for the determination (by the power supplier) of the adequacy of the existing power supply infrastructure and the requirements for relocating electric distribution systems underground.

- 3.6 Prepare Schematic Design Plans to further define the general scope and preliminary design of the project, including scale and relationships between built project elements.

Project elements may include the following:

- Pedestrian access walks, paths and boardwalks
 - Hardscape event space and adjacent open space
 - Low Impact Design (LID) concepts for stormwater management
 - Preliminary spot elevations along paved surfaces and top of walls, steps, etc.
 - Site lighting locations and fixture selection
 - Site hardscape elements, i.e. any small structures, seat walls, retaining walls, sea wall, ramps, etc.
 - Preliminary site furnishing locations
- 3.7 GAI will initially present the schematic design as a black and white line-drawing plan.
 - 3.8 Client Review Meeting #1 – GAI will meet with the Client to review the schematic design documents and a statement of probable cost and will subsequently generate a consolidated set of review comments from the meeting

- 3.9 Statement of Probable Cost - GAI will prepare an updated statement of probable cost for all elements detailed in the Schematic Design Documents.
- 3.10 To adequately describe the design intent of the various elements of the proposed project, GAI will complete two, three dimensional graphic renderings of the project.
- 3.11 Client Review Meeting #2 – Based upon the comments received in Client Review meeting #1, GAI will meet with the Client to review the revised schematic design documents and the statement of probable costs. This schematic design plan will be presented as a fully rendered plan.
- 3.12 To adequately describe the design intent of the various elements of the proposed project, GAI will complete two, three dimensional graphic renderings of the project.

Additional Services

GAI will provide Additional Services as mutually agreed between GAI and the Client. An equitable adjustment to GAI's Scope of Services and Compensation will be made through a Supplement to this Work Order for any Additional Services. These may include but are not limited to:

- Revise drawings, renderings or other documents when such revisions are:
 - Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
 - Due to changes required as a result of the Client's failure to render decisions in a timely manner
 - Due to a phased design approach determined after execution of this Proposal
- Significant changes to the overall project size
- Development of drawings beyond the scope of a schematic phase of work.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services within the timeframe of the Client's schedule to complete the project, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be on a lump sum basis in accordance with the rates agreed to in the Master Agreement for Professional Services between GAI and the City of Clermont. GAI will perform the above described professional services for the fee summarized below.

	Description	Method of Payment	Fee
1.0	Survey	Lump Sum	\$12,200
2.0	Preliminary Ecological Assessment	Lump Sum	\$3,000
3.0	Schematic Design	Lump Sum	\$78,900
Total (<i>not including reimbursables</i>)			\$94,100

Sub-consultants

No sub-consultant firms are proposed for this project

Reimbursable Expenses

Reimbursable expenses may include in-house and out-of-house projected costs required to perform and deliver the survey, ecological assessment and schematic design documents, such as postage, courier services, overnight deliveries, and mileage. General reproduction will be provided by the Client for progress printing and permit submittals. Reimbursable Expenses are estimated at \$2,000.

Reimbursable expenses will be invoiced separately on an actual cost basis.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within 30 days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Exclusions

The following services are specifically excluded from this agreement:

- Geotechnical Engineering
- Subsurface Utility Engineering (SUE)
- Preparation of contract documents
- Bidding Phase services
- Construction Phase services
- Any other services not specifically described herein

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. PURSUANT TO FLORIDA STATUTE 558.0035(1)(C), TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES THAT AN INDIVIDUAL

EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Please do not hesitate to contact me at 321-319-3057 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services,

Sincerely,

GAI Consultants, Inc.



Frank Bellomo, PLA
Senior Director of Landscape Architecture



Robert Schanck, P.E.
Director of Engineering

FB/RAS/shw

REQUESTED AND AUTHORIZED BY:

City of Clermont

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment: Exhibit A – GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.20 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to the address on the proposal, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.
- B. Any reuse of the Work Product described above without written

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.
15. Certifications – GAI shall not be required to execute any certification

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall

state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Scope of Services		
Requested Action		
Motion to approve professional services proposed for the Montrose Streetscape Schematic design and renderings by Powell Architecture in the amount of \$12,550.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. A key focus and target of the master plan is the downtown area and specifically the Montrose Street corridor. It is anticipated that as the City continues to develop the downtown and waterfront areas, the urban density and downtown activity will flourish, and continue to grow. The Montrose Project will create a roadmap for improvements, design and landscaping that will become the standard for future streetscape projects in the downtown area. The existing landscaping along Montrose Street, while providing shade and aesthetics, has grown expansive and the root systems are cracking the sidewalk and curbing in some areas. Through this scope the City will explore a schematic option for a re-design of this corridor, including landscaping, sidewalks, the roadway, lighting, aesthetics and take into consideration the future density that is expected. Staff recommends approval of this proposal for \$12,550 for professional Services with Powell Architecture.		
Additional Analysis		
Fiscal Impact Summary		
Funding for this project is available in the current year Capital Projects Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Montrose Streetscape Schematic Design	Montrose Streetscape Schematic Design-Powell.pdf	

March 30, 2016

Mr. James Kinzler, CPM, EA, Assistant City Manager
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

RE: CITY OF CLERMONT MONTROSE STREETScape SCHEMATIC DESIGN

PROPOSAL FOR PROFESSIONAL SERVICES

Powell Studio Architecture is pleased to submit the following proposal to provide architectural services for the City of Clermont for the downtown Montrose streetscape design. We appreciate your consideration and look forward to serving you on this project.

PROJECT SCOPE OF WORK AND DESCRIPTION:

The City of Clermont recently completed a major downtown master plan, and as part of that approach, is interested in exploring conceptual ideas for the Montrose Street corridor. It is anticipated that as the City continues to develop the downtown and waterfront areas, the urban density and downtown activity will flourish, and continue to grow. The existing trees along Montrose Street, while providing shade, have grown expansive and the root systems are cracking the sidewalk and curbing in some areas. The City would like to explore a schematic option for a re-design of this corridor, including landscaping, sidewalks, the roadway, and take into consideration the future density that is expected.

The Architect's deliverables and approach to completing this task is as follows:

1. Initial Site Meeting and concept generation session. Meet with City Staff & Design team to further understand the desired vision, current challenges, and future expectations for the Montrose Street corridor.
2. Generate a schematic site plan of Montrose Street. Considerations may include planters, pavers, lighting, landscape selections, and even reducing the width of the street. Meet with City Staff to discuss plan and various elements of the proposed design.
3. Modify design per City Staff meeting, coordinate comments and suggestions, and provide to City for their final review.
4. Upon approval of the schematic concept, provide a rendered site plan to show the future potential of the redevelopment of the Montrose Street corridor.
5. Graphically model and provide perspective sketches (2 anticipated) of the proposed streetscape design.
6. Attend a final presentation meeting with design team and City Staff to present the final schematic renderings and site plan.

Deliverables upon completion of the project will include:

1. Schematic Site Plan (black & white, and rendered with color)

2. Two (2) perspective sketches of the downtown streetscape which represent the ideology of the initial schematic meetings, research, and materials.

ARCHITECTURAL AND ENGINEERING SCOPE OF SERVICES:

Powell Studio Architecture, LLC hereby proposes to provide architectural project services for the aforementioned project. The following professionals have been preliminarily selected as your primary contacts and design team.

Architecture

Powell Studio Architecture, LLC

1318 Bowman Street

Clermont, Florida 34711

Jeff Powell, President, AIA, NCARB, Architect

Email: jeff@powellstudioarch.com

Telephone (352)-874-2340

FAX: (877) 680-7183

Landscape / Urban Planning

Community Solutions Group, a division of GAI

618 E. South Street

Suite 700

Orlando, Florida 32801

Frank Bellomo, PLA, Senior Director of Landscape Architecture

Email: F.Bellomo@gaiconsultants.com

Telephone (321) 319-3057

PROJECT ADMINISTRATION SERVICES:

The Architect will manage all professional services and administer the Project, including research of applicable design criteria, administration of Owner's requirements, coordination of project schedule, and coordinate the services of the Architect's consultants with those services provided by the Owner and Owner's consultants. Integral with project administration are:

DESIGN SERVICES:

A. Schematic Design Documentation:

1. Sketch plans are prepared, showing the general arrangement of areas and spatial relationships to the existing site and structure. During this phase, the Architect is using rolls of sketch paper and is revising and refining sketches until one or more solutions are developed which meet the needs of the project. The Architect will prepare up to two (2) schematic submittals for your review and approval.

2. The schematic drawings usually include small scale drawings of the principal site plans, explanatory sketches, site plan, and sketches.
3. Once the schematic drawings have been approved, the Architect and Design Team will commence with generating the final perspective renderings, as well as a 2-dimensional color rendering of the site plan.

SCHEDULE OF SERVICES

Architectural and Engineering Services:

CITY OF CLERMONT MONTROSE STREETScape DESIGN:

- | | |
|--|-----------|
| 1. Schematic Design | 3.5 Weeks |
| 2. Generate & Produce Color Renderings | 3.0 Weeks |

<u>Estimated Total Project Design Time</u>	<u>6.5 Weeks</u>
---	-------------------------

The above schedule of services is for design time only, and does not include or allow for approval times or meetings proposed due to scheduling coordination.

BASIS OF COMPENSATION

Architectural and Engineering Basic Services:

Professional fees are proposed as a stipulated sum of **Twelve Thousand Five Hundred Fifty Dollars (\$12,550.00)** based on the scope of the project defined in this proposal.

A.	Design Services:	
	1. Architectural Services	\$ 6,900.00
	2. Landscape Design Services	\$ 3,150.00
	3. Artistic Rendering Services	\$ 2,500.00

TOTAL –STREETSCAPE DESIGN SERVICES	\$ 12,550.00
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REIMBURSABLE EXPENSES

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services, and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include plotting and reproduction of documents for presentation outside of those listed above (Two Perspective Renderings & Rendered Site Plan). Preparations of documents for bidding in PDF format are included in the basic services of this proposal.

QUALIFICATIONS

Fees quoted herein are presented with the following qualifications:

1. The proposed fees include normal reimbursable costs for phone, fax, postage, photos, and normal reproduction costs for copies of reports, and prints of drawings for permitting and submission to the authorities having jurisdiction. Copies of the plan set or bidding and contractor copies is not included in the proposal.
2. This proposal does not include any electrical, plumbing, irrigation, or mechanical engineering or design drawings. This proposal is for Schematic Design Services only.
3. This proposal includes up to five (5) meetings with City Staff throughout the duration of the project.
4. The basic services of this proposal do not include the services of a geotechnical engineering firm to explore subsurface soil conditions under the building and to make foundation design recommendations, based on the building design and soils encountered. Such services will be retained separately by the owner/contractor. The architect will coordinate the design with the owner/contractor's geotechnical engineer.

We appreciate being considered for your project. Thank you for the opportunity to provide this proposal for professional services, we look forward to working with you.

Sincerely,

POWELL STUDIO ARCHITECTURE, LLC



Jeff Powell, A.I.A., NCARB, Architect
President



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Ordinance No. 2016-09; <i>Final Hartle Grove Annexation</i>		
Requested Action		
Move to approve Ordinance 2016-09.		
Staff Report		
This administrative request is being heard concurrently with requests for a large-scale comprehensive plan amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on August 28, 2006. The property is improved and consists of a 103-home subdivision known as Terrace Grove and four commercial tracts: Rooms to Go, Speedway gas station, AutoZone and one remaining vacant parcel. The City is providing water and sewer service. This is the remaining 44 acres of the overall 69 +/- acres of the Hartle Grove PUD. The 25-acre multifamily portion was annexed in January 2016 and rezoned to Planned Unit Development in the City. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2016-09.doc	
2. 2006 Utility Agreement	Hartle Groves Utility Agreement 2006.pdf	
3. Location Map	Ann Map Hartle Terrace Groves.pdf	
4. Legal Ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated August 28, 2006; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida

CITY OF CLERMONT
ORDINANCE No. 2016-09

Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING.

CITY OF CLERMONT
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(As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet; thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.)

All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

Containing 44 +/- acres, south of S.R. 50, east and west of Hartle Road

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

CITY OF CLERMONT
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SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

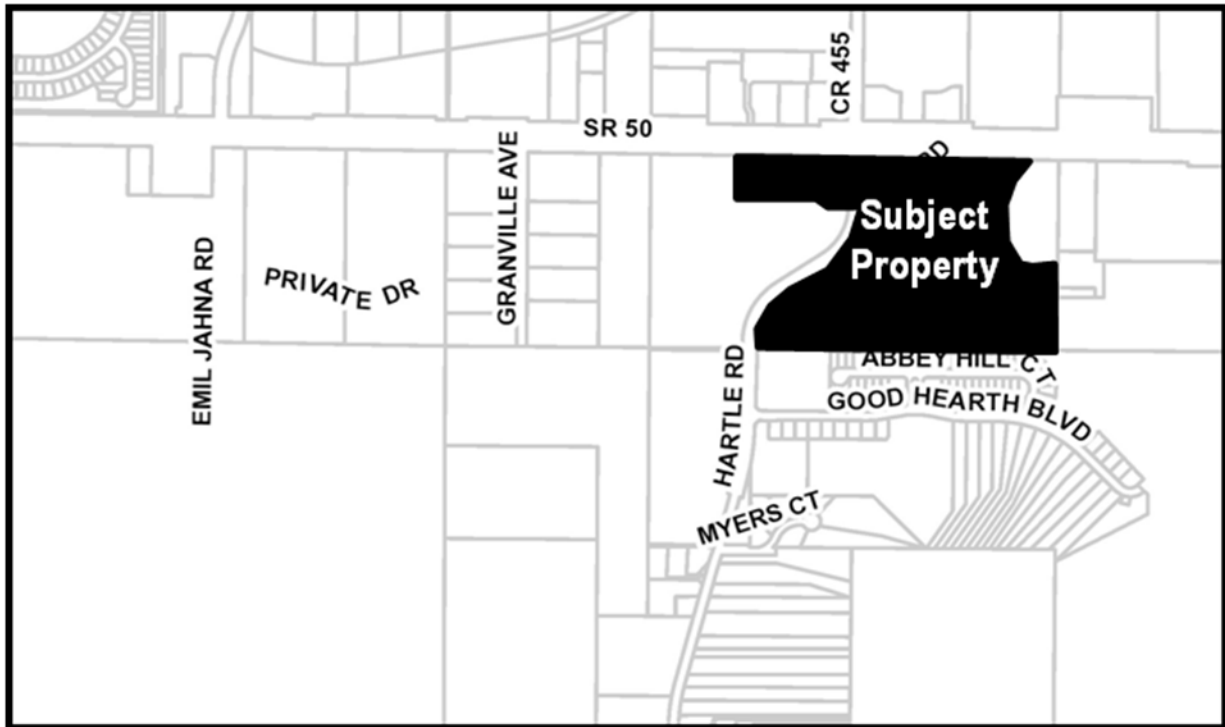
SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-09

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of April, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and BFG Lakeshore, Ltd SR 50/Hartle Rd, LLC, a Georgia limited liability company, and Clermont Partner, LLC, a Georgia limited liability company, and their respective successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 325 unit residential community and a commercial development which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property in accordance with the water and sewer utilities development plans as approved by CITY, hereinafter the Final Utility Development Plan.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved and constructed by CITY and located in the "Easement Area" as more particularly described in Exhibit "A" attached hereto and in the Final Utility Development Plan as approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to connect to the City's system contained in the Easement Area to serve the development as set forth in the approved Final Utility Development Plan. OWNER shall provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements, necessary to connect to CITY's system at its current location in the Easement Area, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. The CITY shall notify OWNER within 60 days if lines are to be oversized.
- 1.8 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.9 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.10 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.11 The Impact Fee Credits shall be established subject to Sections 1.8 and 1.10, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.12 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the approved Lake County PUD (Ord #2004-4), the preliminary plat dated 11/22/04 and final engineering drawings dated 7/7/05. Items not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 OWNER will ensure that the CITY waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

Section 3. ANNEXATION

John *GOB*
CFR

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

BFG Lakeshore, Ltd.
James H. Fant
P.O. Box 568492
Orlando, FI 32856-8492

SR 50/Hartle Rd.
35 Johnson Ferry Rd
Marietta, GA 30068

Clermont Partner, LLC
2900 Delk Rd
Suite 700, #314
Marietta, GA 30067-5350

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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

DATED this 10 day of January, 2006

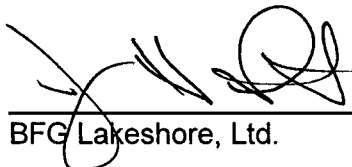
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

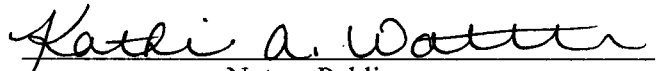
OWNER


MANAGER
BFG Lakeshore, Ltd.

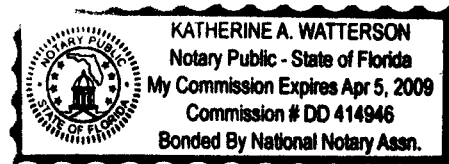
STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 28th day of August, 2006.


Notary Public

OWNER

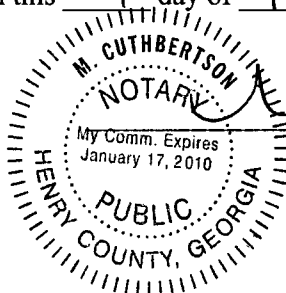



SR 50/Hartle Road, LLC

STATE OF Georgia
COUNTY OF Henry

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared G. Owen Brown, as owner of SR 50/Hartle Road, LLC, who provided identification in the form of — or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 24 day of August, 2006



M. Cuthbertson
Notary Public

OWNER

[Signature]
Clermont Partner, LLC.

STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 23rd day of August, 2006.

[Signature]
Notary Public

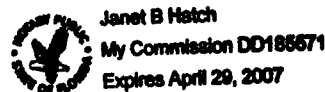


Exhibit A

**HARTLE ROAD
OVERALL BOUNDARY**

DESCRIPTION:

PARCEL 1:

A portion of the Southwest 1/4 of the Northeast 1/4 and a portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 24 South, Range 26 East, formerly known as Tracts 19, 20, 21, 22, 27, 28, 29, 30 and 30A of LAKE HIGHLANDS COMPANY PLAT of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida, Less and Except that part of Tract 21 described as follows:

From an iron axle set for the center of said Section 26, run South 89°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning; thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point lying South 89°40' West of the Point of Beginning, thence North 89°40' East to Point of Beginning, subject to right of way of Hartle Road along West side of said property.

NOW LYING WITHIN:

Tracts 19, 20, 22, 27, 28, 29, 30, 30A and a portion of Tract 21 Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

PARCEL 2:

From an iron axle set for the center of Section 26, Township 22 South, Range 36 East, run South 39°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning, thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point

lying South 89°40' West to the Point of Beginning; thence North 89°40' East to Point of Beginning, subject to right of way for Hartle Road along West said of said property.

A/K/A a portion of Tract 21, Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, page 45, Public Records of Lake County, Florida.

E/K/A a portion of Tract 21, Lake Highlands Company Section 26, Township 22 S, Range 26 E, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

HARTLE ROAD
RESIDENTIAL BOUNDARY

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an iron axle found at the center of said Section 26; thence run N00°30'29"E along the North-South center of section line of Section 26 for a distance of 15.00 feet to the South line of Tract 28, LAKE HIGHLANDS COMPANY, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence run N89°33'31"W along said South line for a distance of 685.12 feet to the West right-of-way line of Hartle Road, as shown on the plat of HARTLE ROAD, according to the plat thereof, as recorded in Plat Book 22, Page 46, of the Public Records of Lake County, Florida; thence run S02°25'50"W along said West right-of-way line for a distance of 15.01 feet to the South line of the Northwest 1/4 of said Section 26; thence leaving said West right-of-way line run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 644.99 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 and the West line of Tracts 22 and 27 of said LAKE HIGHLANDS COMPANY for a distance of 1285.28 feet to the South right-of-way line of State Road 50, as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 270.00 feet; thence run S89°06'32"E for a distance of 507.31 feet; thence run S62°10'41"E for a distance of 99.09 feet; thence run S89°06'32"E for a distance of 114.80 feet; thence run N00°30'29"E for a distance of 314.88 feet to the aforesaid South right-of-way line; thence run along said South right-of-way line the following courses and distances S89°06'32"E for a distance of 23.88 feet; thence run S00°53'28"W for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 76.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 286.83 feet; thence run S89°06'32"E for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 306.83 feet to the aforesaid South right-of-way line; thence run S89°06'32"E along said South right-of-way line for a distance of 422.61 feet to a point hereinafter referred to as Reference Point "A", said point being on the shoreline of Hill Lake; thence run Southwesterly, Southeasterly and Easterly along said shoreline to a point on the

East line of the West 1/2 of the Northeast 1/4 of said Section 26 and the East line of Tract 30A of said LAKE HIGHLANDS COMPANY, said point being S13°26'15"E a distance of 694.94 feet from said Reference Point "A"; thence run S00°35'22"W along said East line for a distance of 575.56 feet to the South line of Tract 30A of said LAKE HIGHLANDS COMPANY; thence run N89°34'53"W along the South line of Tracts 30A, 30 and 29 of said LAKE HIGHLANDS COMPANY for a distance of 1324.41 feet to the POINT OF BEGINNING.

Containing 63.0 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

HARTLE ROAD
WEST SIDE COMMERCIAL SITE
PARCEL A

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet to the POINT OF BEGINNING; thence continue S89°06'32"E along said South right-of-way line for a distance of 710.16 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 314.88 feet; thence run N89°06'32"W for a distance of 114.80 feet; thence run N62°10'41"W for a distance of 99.09 feet; thence run N89°06'32"W for a distance of 507.31 feet; thence run N00°30'29"E for a distance of 270.00 feet; to the POINT OF BEGINNING.

Containing 4.565 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

HARTLE ROAD
EAST SIDE COMMERCIAL SITE
PARCEL B

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run the following courses and distance along said South right-of-way line S89°06'32"E 1306.18 feet; thence run S00°53'28"W 20.00 feet; thence run S89°06'32"E 76.26 feet to the POINT OF BEGINNING; thence continue the following courses and distances along said South right-of-way line run S89°06'32"E for a distance of 623.74 feet; thence run N00°53'28"E for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 61.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 306.83 feet; thence run N89°06'32"W for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 286.83 feet to the POINT OF BEGINNING.

Containing 4.540 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 10th day of January 2006, between BFG Lakeshore, LTD, of the County of Lake, State of Florida Grantor, SR 50/Hartle Rd, LLC, Clermont Partner, LLC and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

See Attached Exhibit "A" - Legal Description

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

PROPERTY OWNER(S):

X. 3
CFA
Signature
Charles F. Heard Jr
Type or print name

2. Signature
G OWEN BROWN
Type or print name

Signature
James H. Faut
Type or print name

WITNESSES (Two required):

1. Signature
Dunlap, Jr.
Type or print name

2. Signature
John A. Stephens
Type or print name

3. Signature
Katherine A. Watterson
Type or print name

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of August, 2006, by Charles F. Heard, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public Janet B. Hatch Type/print name Janet B. Hatch



Janet B Hatch
My Commission DD186671
Expires April 29, 2007

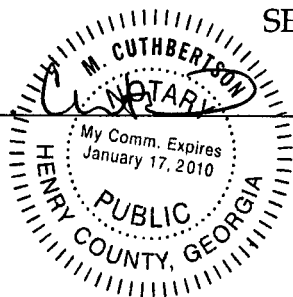
STATE OF Georgia

COUNTY OF Denny

The foregoing instrument was acknowledged before me on this 24 day of August, 2006, by G. Owen Brown, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public M. Cuthbertson



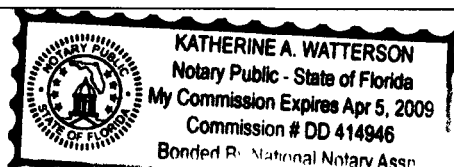
Type/print name M. Cuthbertson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28th day of August, 2006, by James H. Fant, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

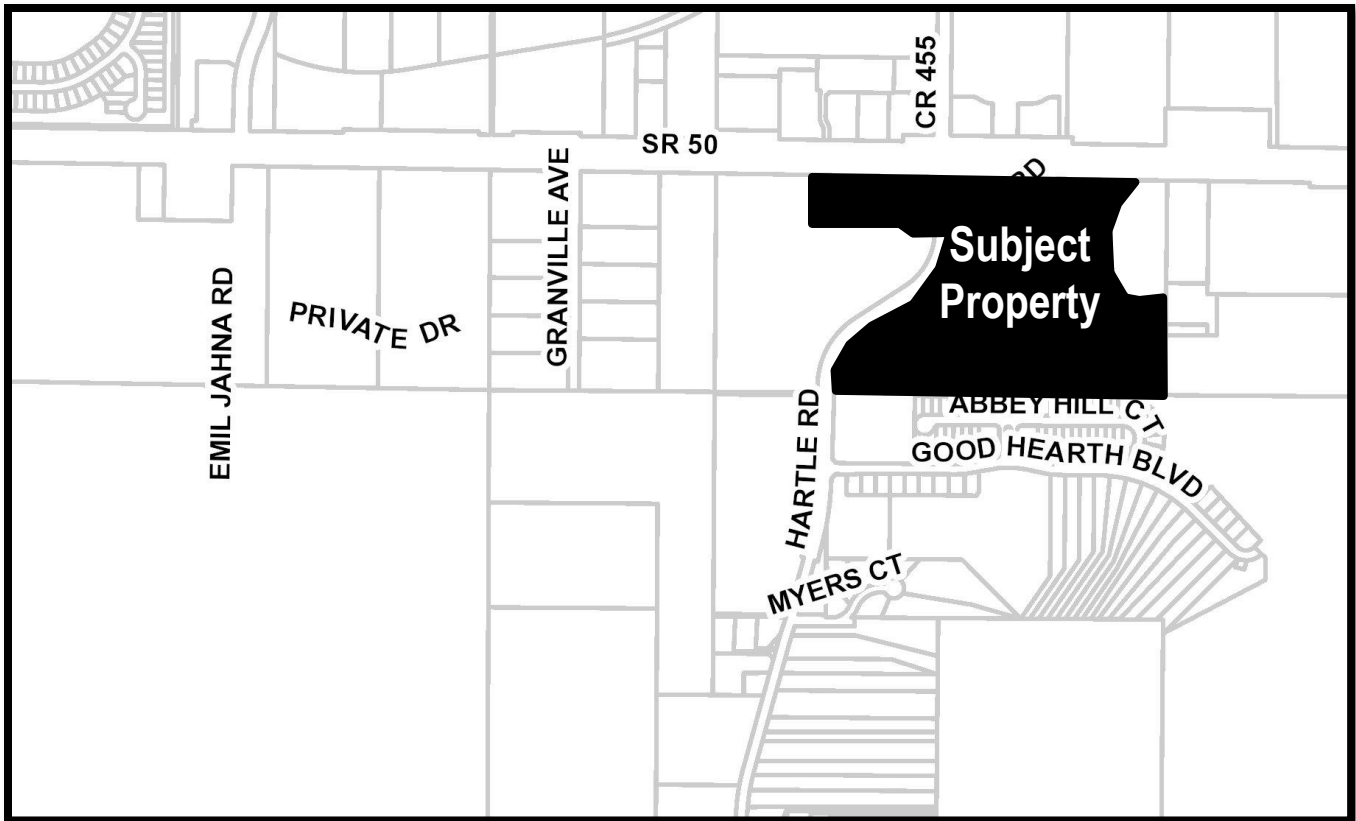


Notary Public Katherine A. Watterson

Type/print name Katherine A. Watterson

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

Exhibit - Location Map
Hartle Groves PUD



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday April 12, 2016 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Terrace Groves Subdivision, Rooms to Go, Speedway, Autozone, and one vacant parcel
South of S.R. 50, east and west of Hartle Road

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows: Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East ½ of the Northwest ¼ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.). That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said

Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.) That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.) All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows: Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East ½ of the Northwest ¼ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet; thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.) All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida. All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida. Containing 44 +/- acres, south of S.R. 50, east and west of Hartle Road

See Map Below

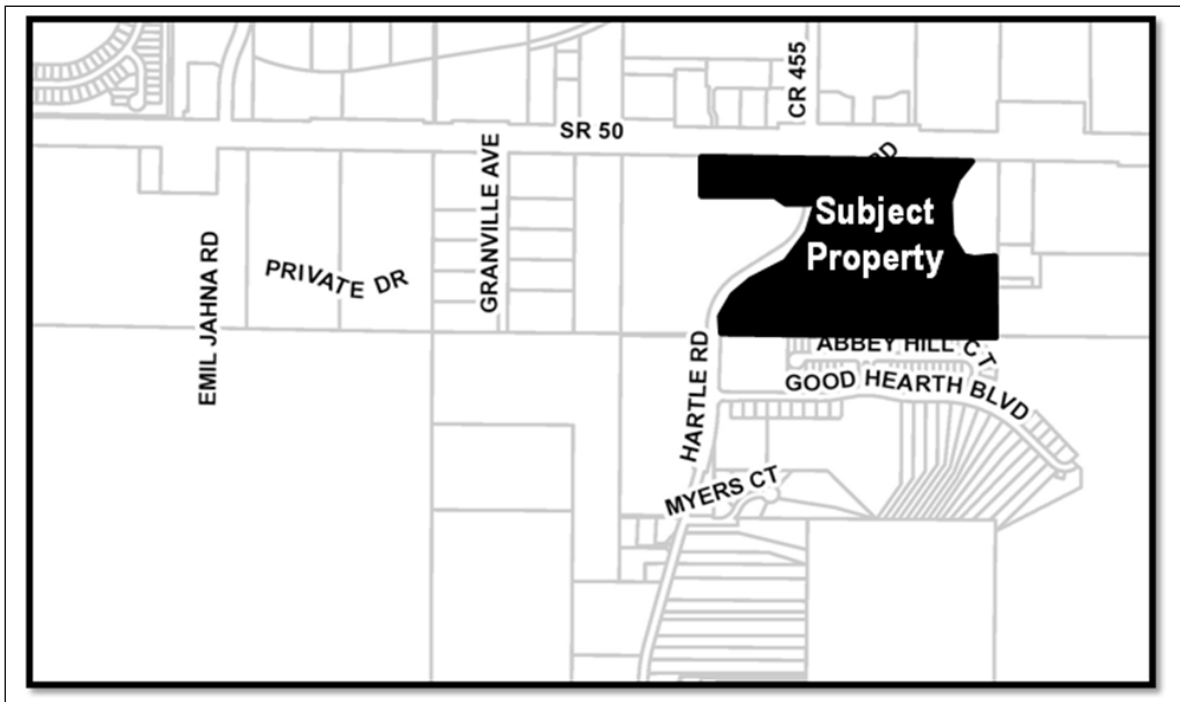
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial
March 22 & 29, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 12, 2016	
Agenda Item Name	
Ordinance No. 2016-10; <i>Transmittal Hartle Grove Large-Scale Comprehensive Plan Amendment</i>	
Requested Action	
Move to introduce and recommend transmittal of Ordinance 2016-10.	
Staff Report	
This administrative request is being heard concurrently with related requests for annexation and rezoning. The property that is the subject of this large-scale comprehensive plan amendment consists of 69 +/- acres. A portion of the property has already been annexed into the City. The City is now requesting annexation of the remaining 44 acres as authorized by the utility agreement with the property owner. The agreement with the City was executed on August 28, 2006 for the commercial and single-family portion and September 16, 2011 for the multifamily portion. The 25-acre multifamily portion was annexed and rezoned to Planned Unit Development (PUD) by the City on January 26, 2016 and is currently under development. The remaining 44 acres have been developed, with the exception of one small commercial parcel. The entitlements have not been changed from the original PUD granted by Lake County in 2011. The proposed map amendment will change the future land use on all 69 acres from Lake County's Urban Low to the City's Master Planned Development designation. The related rezoning request will change the zoning on the remaining 44 acres from Urban Estate (currently Planned Unit Development in Lake County) to the City's PUD zoning designation. Upon approval by the City Council, the proposed amendment will be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low to the City's Master Planned Development designation. <i>At the March 1, 2016 Planning & Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval.</i>	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA ORD 2016-10.doc	
2. 2006 Utility Agreement	Hartle Groves Utility Agreement 2006.pdf	
3. 2011 Utility Agreement	Hartle Grove Utility Agreement 2011.pdf	
4. CPA Maps	CPA Maps.pdf	
5. P&Z Minutes	Comp plan amendment P&Z minutes.pdf	
6. Legal ad	CPA Ad Hartle Groves.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26

CITY OF CLERMONT
ORDINANCE No. 2016-10

minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

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CITY OF CLERMONT
ORDINANCE No. 2016-10

N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

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All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

AND

From the center of Section 26, Township 22 South, Range 26 East, run north 89-33-31 west along south line of northwest $\frac{1}{4}$ a distance of 724.83' to west right-of-way line of Hartle Road & point of beginning, thence leaving said south line run north 01-48-40E 39.57' to the point of curvature of a curve concave southeasterly having a radius of 480' & a chord bearing on north 29-30-49 east, thence run northerly along the arc of said curve thru a central angle of 55-24-18 for a distance of 464.16' to the point of tangency thence run north 57-12-58 east 342.29' to the point of curvature of a curve concave northwesterly having a radius of 380' & a chord bearing of north 28-51-44 east thence run northeasterly along the arc of said curve thru a central angle of 56-42-29 for a distance of 376.1' to a radial line, thence north 89-29-31 west along said radial line for a distance of 6', north 0-30-29 east 25.77', north 89-06-32 west 108.8', north 62-10-41

CITY OF CLERMONT
ORDINANCE No. 2016-10

west 99.09', north 89-06-32 west 507.31', north 0-30-29 east 270' to south right-of-way line of SR 50. Run north 89-06-32 west along said south right-of-way line 572.14' to west line of east 1/2 of northwest 1/4, thence leaving said south right-of-way line run south 0-26-27 west along said west line of east 1/2 of northwest 1/4 1285.28' to southwest corner of east 1/2 of northwest 1/4, thence run south 89-33-31 east along south line of northwest 1/4 a distance of 605.93' to point of beginning. ORB 2556 PG 877, Containing 69 acres more or less

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – URBAN LOW DENSITY
TO CITY OF CLERMONT MASTER PLANNED DEVELOPMENT**

Section 2

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

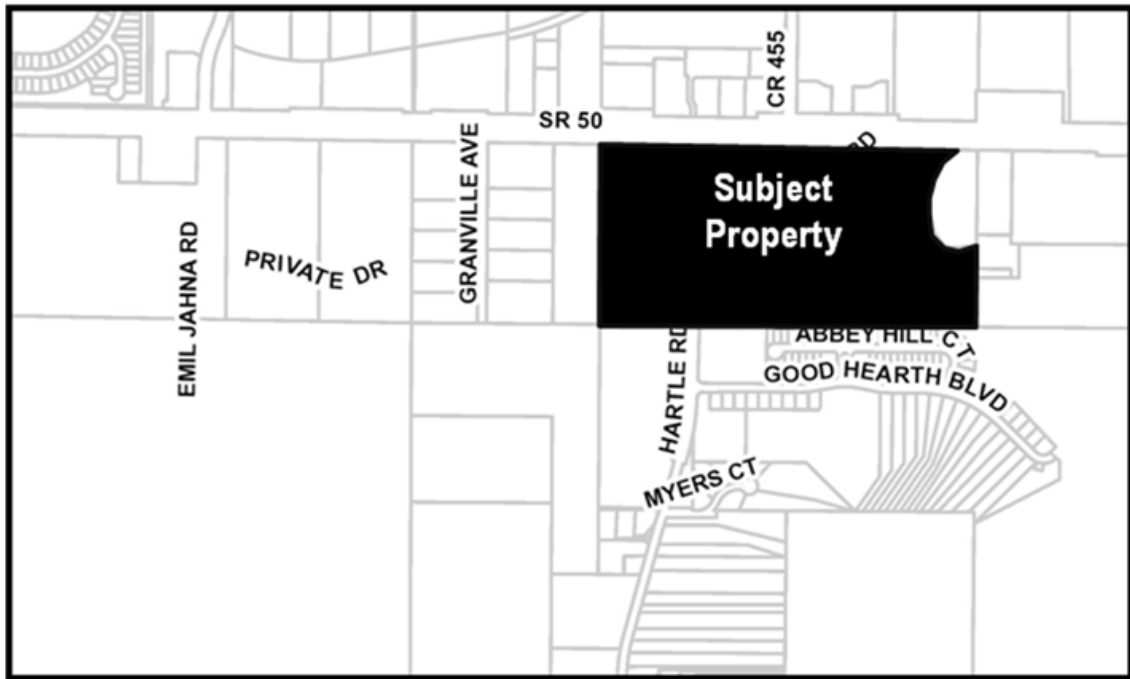
Section 3

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2016-10



CITY OF CLERMONT
ORDINANCE No. 2016-10

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of June, 2016.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and BFG Lakeshore, Ltd SR 50/Hartle Rd, LLC, a Georgia limited liability company, and Clermont Partner, LLC, a Georgia limited liability company, and their respective successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 325 unit residential community and a commercial development which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property in accordance with the water and sewer utilities development plans as approved by CITY, hereinafter the Final Utility Development Plan.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved and constructed by CITY and located in the "Easement Area" as more particularly described in Exhibit "A" attached hereto and in the Final Utility Development Plan as approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to connect to the City's system contained in the Easement Area to serve the development as set forth in the approved Final Utility Development Plan. OWNER shall provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements, necessary to connect to CITY's system at its current location in the Easement Area, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. The CITY shall notify OWNER within 60 days if lines are to be oversized.
- 1.8 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.9 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.10 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.11 The Impact Fee Credits shall be established subject to Sections 1.8 and 1.10, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.12 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the approved Lake County PUD (Ord #2004-4), the preliminary plat dated 11/22/04 and final engineering drawings dated 7/7/05. Items not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 OWNER will ensure that the CITY waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

Section 3. ANNEXATION

John *GOB*
CFR

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

BFG Lakeshore, Ltd.
James H. Fant
P.O. Box 568492
Orlando, FI 32856-8492

SR 50/Hartle Rd.
35 Johnson Ferry Rd
Marietta, GA 30068

Clermont Partner, LLC
2900 Delk Rd
Suite 700, #314
Marietta, GA 30067-5350

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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

DATED this 10 day of January, 2006

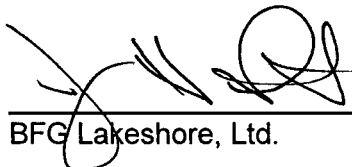
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

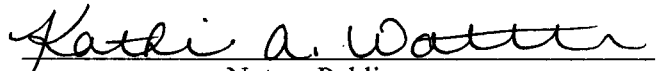
OWNER


MANAGER
BFG Lakeshore, Ltd.

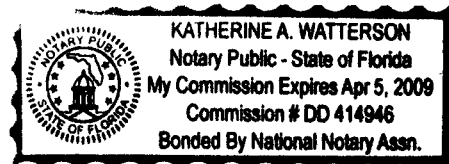
STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 28th day of August, 2006.


Notary Public

OWNER

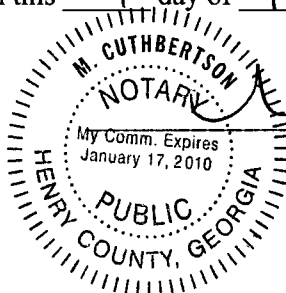



SR 50/Hartle Road, LLC

STATE OF Georgia
COUNTY OF Henry

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared G. Owen Brown, as owner of SR 50/Hartle Road, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 24 day of August, 2006



M. Cuthbertson
Notary Public

OWNER

[Signature]
Clermont Partner, LLC.

STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 23rd day of August, 2006.

[Signature]
Notary Public

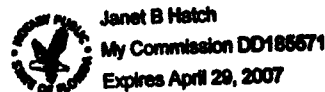


Exhibit A

**HARTLE ROAD
OVERALL BOUNDARY**

DESCRIPTION:

PARCEL 1:

A portion of the Southwest 1/4 of the Northeast 1/4 and a portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 24 South, Range 26 East, formerly known as Tracts 19, 20, 21, 22, 27, 28, 29, 30 and 30A of LAKE HIGHLANDS COMPANY PLAT of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida, Less and Except that part of Tract 21 described as follows:

From an iron axle set for the center of said Section 26, run South 89°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning; thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point lying South 89°40' West of the Point of Beginning, thence North 89°40' East to Point of Beginning, subject to right of way of Hartle Road along West side of said property.

NOW LYING WITHIN:

Tracts 19, 20, 22, 27, 28, 29, 30, 30A and a portion of Tract 21 Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

PARCEL 2:

From an iron axle set for the center of Section 26, Township 22 South, Range 36 East, run South 39°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning, thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point

lying South 89°40' West to the Point of Beginning; thence North 89°40' East to Point of Beginning, subject to right of way for Hartle Road along West said of said property.

A/K/A a portion of Tract 21, Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, page 45, Public Records of Lake County, Florida.

E/K/A a portion of Tract 21, Lake Highlands Company Section 26, Township 22 S, Range 26 E, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

HARTLE ROAD
RESIDENTIAL BOUNDARY

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an iron axle found at the center of said Section 26; thence run N00°30'29"E along the North-South center of section line of Section 26 for a distance of 15.00 feet to the South line of Tract 28, LAKE HIGHLANDS COMPANY, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence run N89°33'31"W along said South line for a distance of 685.12 feet to the West right-of-way line of Hartle Road, as shown on the plat of HARTLE ROAD, according to the plat thereof, as recorded in Plat Book 22, Page 46, of the Public Records of Lake County, Florida; thence run S02°25'50"W along said West right-of-way line for a distance of 15.01 feet to the South line of the Northwest 1/4 of said Section 26; thence leaving said West right-of-way line run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 644.99 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 and the West line of Tracts 22 and 27 of said LAKE HIGHLANDS COMPANY for a distance of 1285.28 feet to the South right-of-way line of State Road 50, as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 270.00 feet; thence run S89°06'32"E for a distance of 507.31 feet; thence run S62°10'41"E for a distance of 99.09 feet; thence run S89°06'32"E for a distance of 114.80 feet; thence run N00°30'29"E for a distance of 314.88 feet to the aforesaid South right-of-way line; thence run along said South right-of-way line the following courses and distances S89°06'32"E for a distance of 23.88 feet; thence run S00°53'28"W for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 76.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 286.83 feet; thence run S89°06'32"E for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 306.83 feet to the aforesaid South right-of-way line; thence run S89°06'32"E along said South right-of-way line for a distance of 422.61 feet to a point hereinafter referred to as Reference Point "A", said point being on the shoreline of Hill Lake; thence run Southwesterly, Southeasterly and Easterly along said shoreline to a point on the

East line of the West 1/2 of the Northeast 1/4 of said Section 26 and the East line of Tract 30A of said LAKE HIGHLANDS COMPANY, said point being S13°26'15"E a distance of 694.94 feet from said Reference Point "A"; thence run S00°35'22"W along said East line for a distance of 575.56 feet to the South line of Tract 30A of said LAKE HIGHLANDS COMPANY; thence run N89°34'53"W along the South line of Tracts 30A, 30 and 29 of said LAKE HIGHLANDS COMPANY for a distance of 1324.41 feet to the POINT OF BEGINNING.

Containing 63.0 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

HARTLE ROAD
WEST SIDE COMMERCIAL SITE
PARCEL A

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet to the POINT OF BEGINNING; thence continue S89°06'32"E along said South right-of-way line for a distance of 710.16 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 314.88 feet; thence run N89°06'32"W for a distance of 114.80 feet; thence run N62°10'41"W for a distance of 99.09 feet; thence run N89°06'32"W for a distance of 507.31 feet; thence run N00°30'29"E for a distance of 270.00 feet; to the POINT OF BEGINNING.

Containing 4.565 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

HARTLE ROAD
EAST SIDE COMMERCIAL SITE
PARCEL B

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run the following courses and distance along said South right-of-way line S89°06'32"E 1306.18 feet; thence run S00°53'28"W 20.00 feet; thence run S89°06'32"E 76.26 feet to the POINT OF BEGINNING; thence continue the following courses and distances along said South right-of-way line run S89°06'32"E for a distance of 623.74 feet; thence run N00°53'28"E for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 61.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 306.83 feet; thence run N89°06'32"W for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 286.83 feet to the POINT OF BEGINNING.

Containing 4.540 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 10th day of January 2006, between BFG Lakeshore, LTD, of the County of Lake, State of Florida Grantor, SR 50/Hartle Rd, LLC, Clermont Partner, LLC and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

See Attached Exhibit "A" - Legal Description

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

PROPERTY OWNER(S):

X. 3
CFA
Signature [Signature]
Type or print name Charles F. Heard Jr

2. Signature [Signature]
Type or print name G OWEN BROWN

Signature [Signature]
Type or print name JAMES H. FAUT

WITNESSES (Two required):

1. Signature [Signature]
Type or print name Dunlap Int'l, Inc.

2. Signature [Signature]
Type or print name John A. Stephens

3. Signature [Signature]
Type or print name Katherine A. Watterson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of August, 2006, by Charles F. Heard, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public [Signature] Type/print name Janet B. Hatch



Janet B Hatch
My Commission DD186671
Expires April 29, 2007

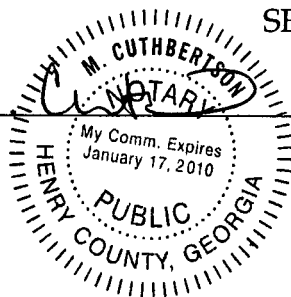
STATE OF Georgia

COUNTY OF Denny

The foregoing instrument was acknowledged before me on this 24 day of August, 2006, by G. Owen Brown, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public M. Cuthbertson



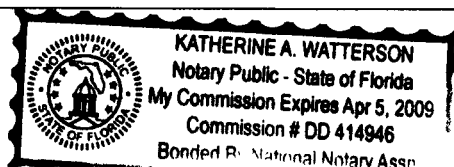
Type/print name M. Cuthbertson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28th day of August, 2006, by James H. Fant, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:



Notary Public Katherine A. Watterson

Type/print name Katherine A. Watterson

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

*City of Clermont
685 W. Montrose St
Clermont, FL 34711*



UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the City of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and BFG Lakeshore, Ltd. and its successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 483 unit residential community and a commercial development on real property (the "Property") described on Exhibit 'A' for the amended portion, attached hereto and by this reference made a part hereof; along with the entire 69 acre +/- development Utility Agreement as approved by the Clermont City Council on 1/10/06; and

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

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

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

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

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

Section 1 - OFF-SITE WATER/SEWER

Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property in accordance with the water and sewer utilities development plans as approved by CITY, hereinafter the Final Utility Development Plan.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved and constructed by CITY and located in the "Easement Area" as more particularly described in Exhibit "A" attached hereto and in the Final Utility Development Plan as approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to connect to the City's system contained in the Easement Area to serve the development as set forth in the approved Final Utility Development Plan. OWNER shall provide such documentation necessary for the CITY to ascertain that the lines shall meet the

- minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
 - 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
 - 1.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, necessary to connect to CITY's system at its current location in the Easement Area. Including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
 - 1.7 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. The CITY shall notify OWNER within 60 days if lines are to be oversized.
 - 1.8 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
 - 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
 - 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
 - 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.10 from the CITY in the form of Impact Fee Credits.
 - 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
 - 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
 - 1.14 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.

- 1.15 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.16 The remaining development (Single family and commercial portions) and other requirements not covered by this multi-family amendment shall be developed in accordance with the Water & Wastewater Service Agreement approved on 1/10/06.
- 1.17 The multi-family common areas shall be irrigated by private well.
- 1.18 The single family and multi-family residential portions of the development proposed utility flow/demand for water is 169,050 gpd and sewer is 144,900 gpd; and the commercial utility flow/demand for water is 11,305 gpd and sewer is 9,690 gpd.

Section 2 – DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The project shall be developed according to the approved Lake County PUD (Ord. #2004-4 and #2009-4 and #2011-50), the preliminary plat dated 11/22/04; the final engineering drawings dated 7/7/05; and the overall layout plan dated 6/31/11 as submitted with the application. As approved in the PUD, plat and drawings described above, all storm water from the commercial development to be located on the Property, including the first flush generated by the commercial development, may be directed to a master storm water pond to be developed as part of the residential community to be developed on the Property, and such master pond shall satisfy all requirements with respect to storm water from the commercial development without any onsite detention or retention improvements required as part of the commercial development. The commercial development to be located on the Property may be developed in accordance with Lake County standards without regard for the JPA standards. Items with respect to the 325 unit residential community to be developed on the Property not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.3 OWNER will ensure that the CITY waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

Section 3 – ANNEXATION

- 3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance To Annex Property* in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current

certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 4 – SEVERABILITY

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

Section 5 – NOTICES

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

CITY

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

OWNER

BFG Lakeshore, Ltd.
James H. Fant
401 Ferguson Drive
Orlando, FL 32805

Section 6 – AMENDMENTS

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

Section 7 – EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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

DATED this 16th day of September, 2011.

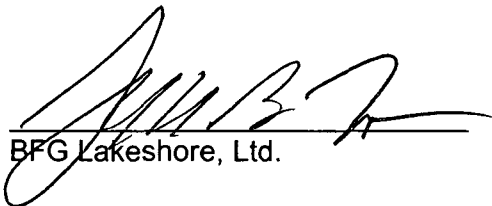
CITY OF CLERMONT


 Harold S. Turville Jr., Mayor

ATTEST:


 Tracy Ackroyd, City Clerk

OWNERS

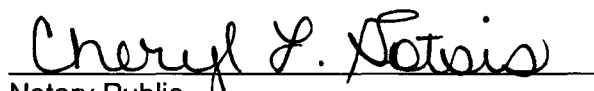

 BFG Lakeshore, Ltd.

*MEMBER/MANAGER
 BFG LAKESHORE, LLC
 GENERAL PARTNER FOR
 BFG LAKESHORE, LTD.*

STATE OF FLORIDA
 COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jeffrey B. Fuqua, as member/manager of BFG Lakeshore, LLC, who provided identification in the form of General Partner for BFG Lakeshore, Ltd. or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 16th day of September, 2011.


 Cheryl L. Gotsis
 Notary Public

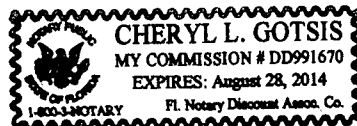


EXHIBIT "A"**PROPERTY DESCRIPTION**
(affected parcel)**Owners:**

BFG Lakeshore, LTD.

Descriptions:

FROM CENTER OF SEC RUN N 89-33-31 W ALONG S LINE OF NW 1/4 A DIST OF 724.83 FT TO W R/W LINE OF HARTLE RD & POB, THENCE LEAVING SAID S LINE RUN N 01-48-40 E 39.57 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY HAVING A RADIUS OF 480 FT & A CHORD BEARING OF N 29-30-49 E, THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-24-18 FOR A DIST OF 464.16 FT TO THE POINT OF TANGENCY, THENCE RUN N 57-12-58 E 342.29 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE NW'LY HAVING A RADIUS OF 380 FT & A CHORD BEARING OF N 28-51-44 E THENCE RUN NE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 56-42-29 FOR A DIST OF 376.1 FT TO A RADIAL LINE, THENCE N 89-29-31 W ALONG SAID RADIAL LINE FOR A DIST OF 6 FT, N 0-30-29 E 25.77 FT, N 89-06-32 W 108.8 FT, N 62-10-41 W 99.09 FT, N 89-06-32 W 507.31 FT, N 0-30-29 E 270 FT TO S R/W LINE OF SR 50, RUN N 89-06-32 W ALONG SAID S R/W LINE 572.14 FT TO W LINE OF E 1/2 OF NW 1/4, THENCE LEAVING SAID S R/W LINE RUN S 0-26-27 W ALONG SAID W LINE OF E 1/2 OF NW 1/4 1285.28 FT TO SW COR OF E 1/2 OF NW 1/4, THENCE RUN S 89-33-31 E ALONG S LINE OF NW 1/4 A DIST OF 605.93 FT TO POB. ORB 2556 PG 877

Containing 25.31 acres +/-

Lake County Alternate Key Number & Parcel Number:

Alternate Key:	3827131	Parcel:	26-22-26-000200002400
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EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this ^{13TH}~~26th~~ ^{September}~~July~~, 2011, between **BFG Lakeshore, LTD**, property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

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

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

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

Exhibit "A"

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

PROPERTY OWNER(S):

WITNESSES (Two required):

BFG Lakeshore, LTD

Witnesses

By: _____

Signature

Type or print name

By: _____

Signature

Type or print name

1. _____

Signature

Type or print name

2. _____

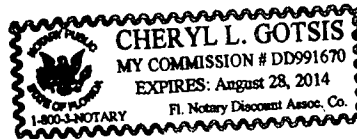
Signature

Type or print name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 16th day of September 2011, by Jeffrey B. Fuqua, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:



Notary Public

Cheryl L. Gotsis

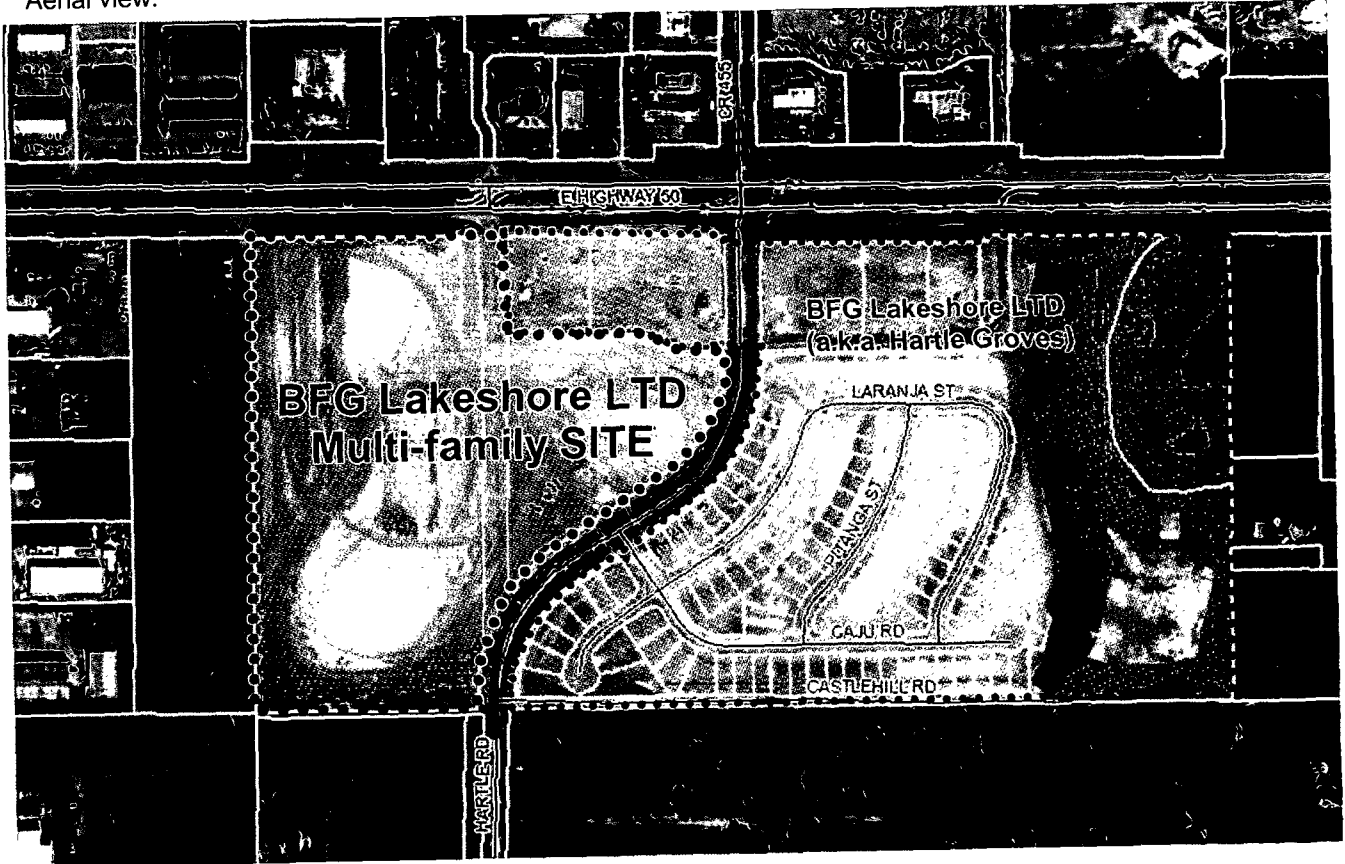
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Cheryl L. Gotsis

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

BFG Lakeshore, LTD

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\BFG Lakeshore (Hartle Groves)\BFG Utility Agreement 7-2011.doc

Exhibit - Location Map Hartle Groves

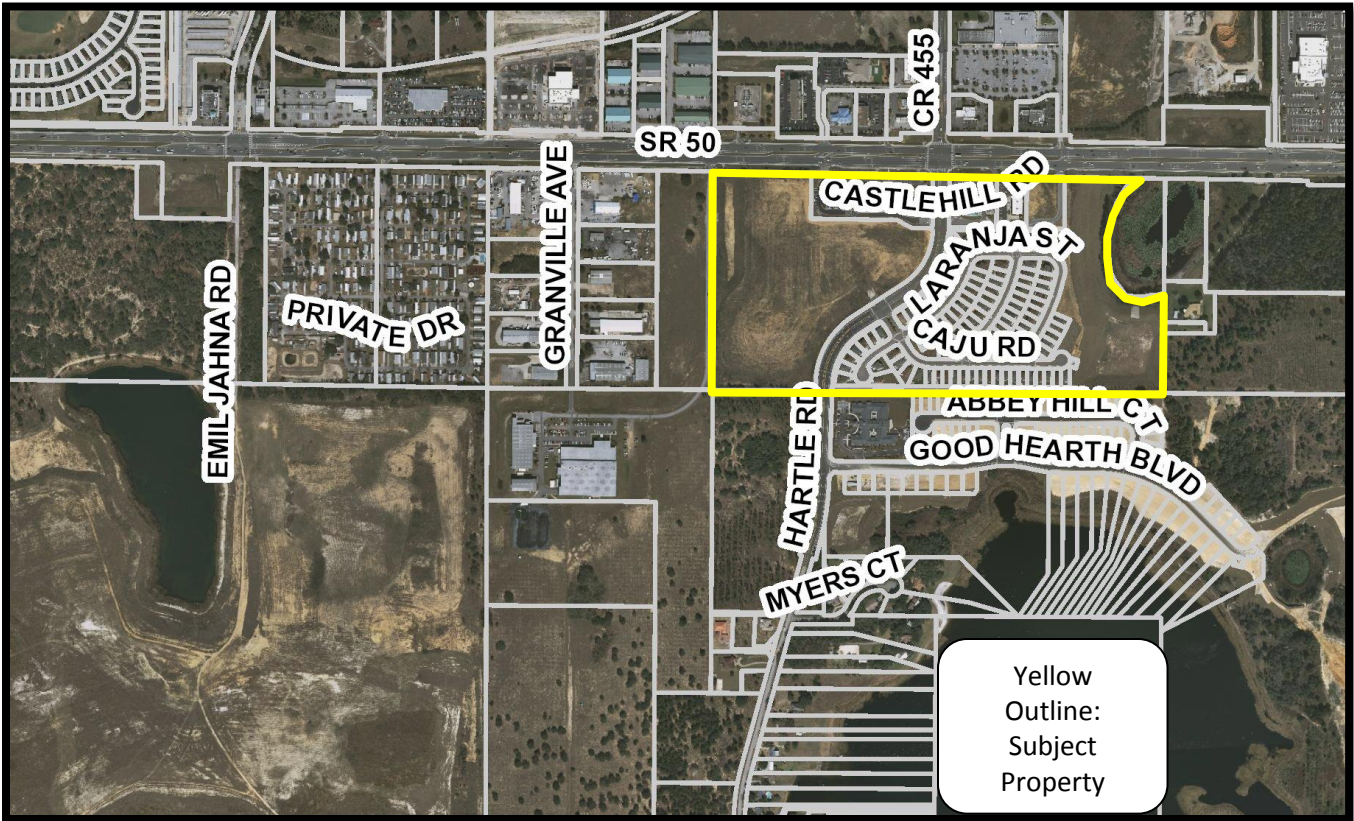
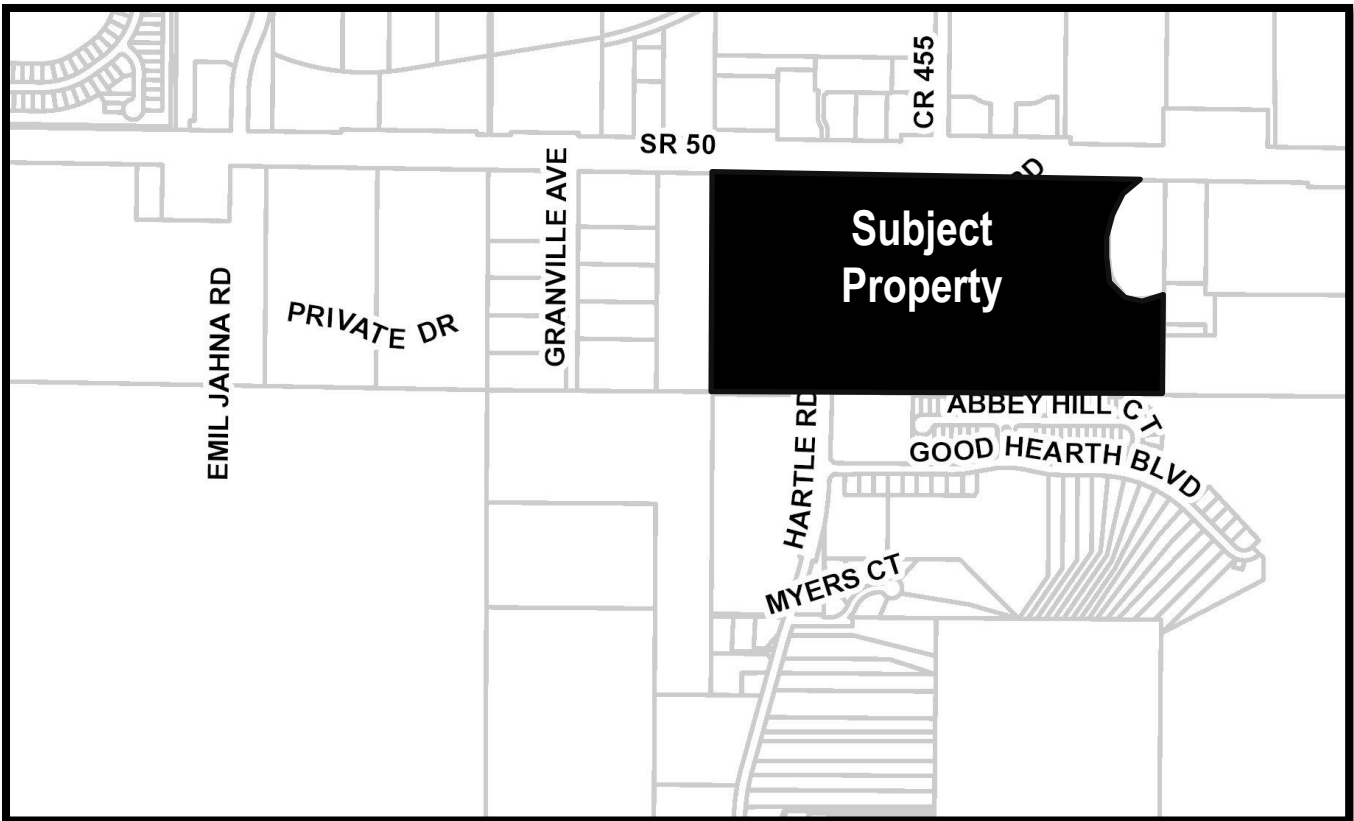
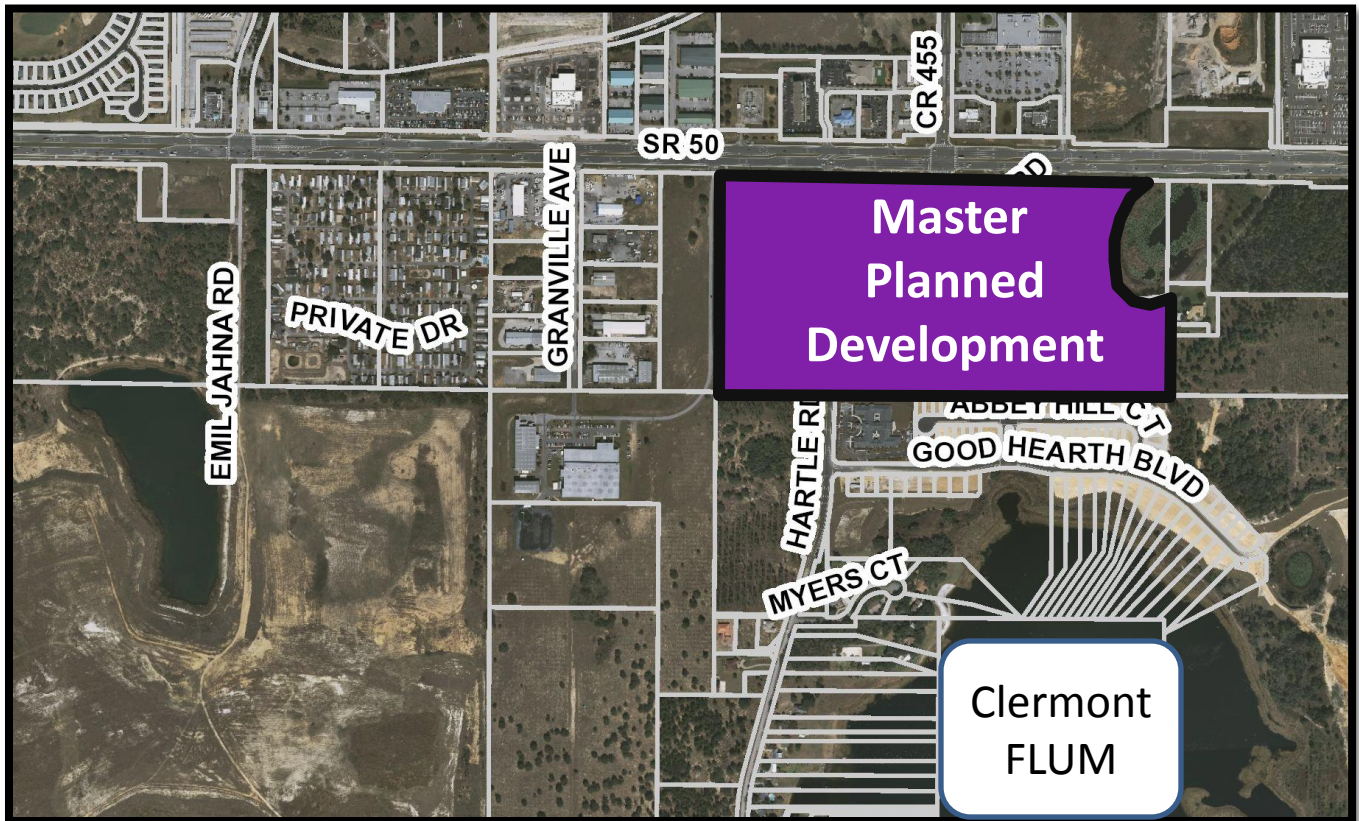
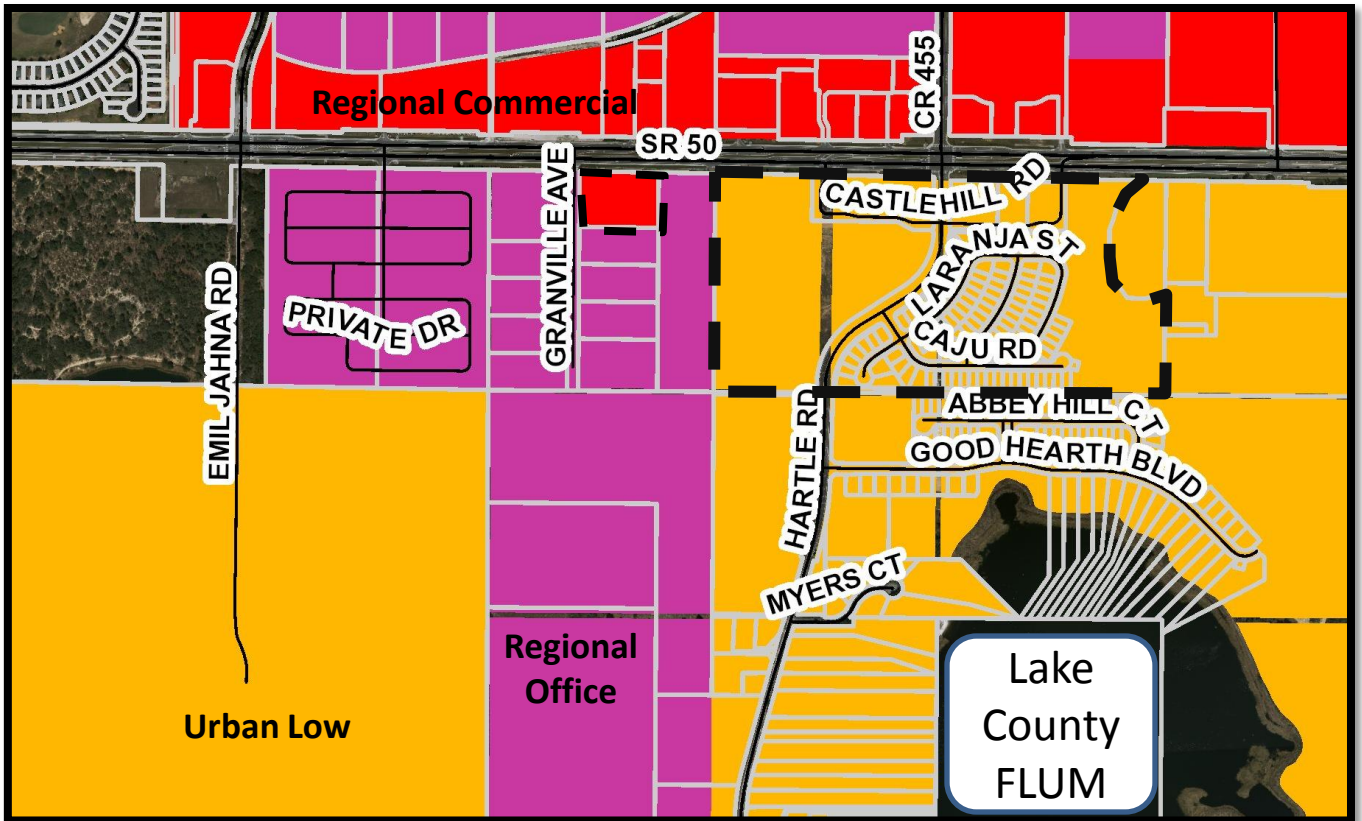


Exhibit – Future Land Use Hartle Groves



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
MARCH 1, 2016**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday March 1, 2016 at 6:30 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Tony Hubbard, Cuqui Whitehead and Jack Martin. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held February 2, 2016 were approved as written.

REPORTS

Commissioner Whitehead stated that March 15, 2016 is the primary elections for Democrats and Republicans. She stated that Pig on the Pond is March 11-13, 2016.

1. REQUEST FOR LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low to Master Planned Development for multi-family parcel west of Hartle Rd., Terrace Grove Subdivision, Rooms to Go, Speedway, Autozone, and vacant parcel next to Autozone.

Senior Planner Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on August 28, 2006 for the commercial and single family portion and September 16, 2011 for the multifamily portion. The property consists of 69 +/- acres. The multifamily portion, 25 acres, is currently under development and the remaining 44 acres has been developed with the exception of one small commercial parcel. The entitlements have not been changed from the original planned unit development granted by Lake County in 2011.

The proposed map amendment will change the future land use from Lake County's Urban Low to the City's Master Planned Development designation. The related rezoning request will change the zoning from Urban Estate (currently Planned Unit Development in Lake County) to the City's Planned Unit Development zoning designation.

Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity and the reviewing agencies for review. The Department of Economic Opportunity would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June.

Staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Lake County Urban Low to the City's Master Planned Development designation.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
MARCH 1, 2016**

Page 2

2. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development for Terrace Grove subdivision, Rooms to Go, Speedway, Autozone, and vacant parcel next to Autozone.

Senior Planner Kruse presented the staff report as follows:

This administrative request is being heard concurrently with a request for annexation and a large scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the developer. The Notice of Encumbrance to Annex with the City was executed on August 28, 2006. The property is improved, consisting of 103 single family homes and 4 commercial tracts; Rooms to Go, Speedway gas station, AutoZone, and one remaining vacant parcel. They are being served by the City's water and sewer service.

The property is approximately 44 acres and previously had entitlements granted by Lake County for a Planned Unit Development under Ordinance No. 2011-50. This is the remaining portion of the original planned unit development that will be annexed and rezoned at this time and the previous portion, approximately 25 acres, was annexed and rezoned in January by the City Council. This was for the multifamily apartment development. A related administrative comprehensive plan amendment request will also be processed along with this request for the entire planned unit development.

The rezoning request is to change the zoning from Urban Estate (currently Planned Unit Development in Lake County) to the City's Planned Unit Development zoning classification. The entitlements and relevant conditions from the County's Planned Unit Development ordinance have been carried over to the City's Planned Unit Development. Staff mailed informational letters to the homeowners regarding the annexation process and invited them to a community meeting with staff to address any questions they may have. This question/answer session was held on January 21, 2016 with a handful of residents attending. In addition, several emails and phone calls were also addressed regarding their questions resulting from the mailed letter.

Based upon the above information, staff recommends approval of the rezoning from Urban Estate to the City's Planned Unit Development zoning classification with the conditions outlined in the planned unit development Ordinance 2016-11.

John Radovich, 13639 Laranja St., asked if the city has plans to provide reclaimed water to Terrace Groves. He also asked if the vacant property next to Autozone can be cleaned up.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
MARCH 1, 2016**

Page 3

Mr. Kruse stated that he would check with Environmental Services to see if reclaimed water would be available. He stated that the vacant property is currently in the county and the city's code enforcement officers will be patrolling that area once annexed.

Commissioner Whitehead moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

3. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3-A Residential/Professional to C-1 Light Commercial for property located at 770 Almond Street.

Senior Planner Kruse presented the staff report as follows:

The applicant is requesting a rezoning of the subject parcel located at 770 Almond Street. The proposed rezoning is from the current R-3-A Residential / Professional district to the City's C-1 Light Commercial zoning district.

The applicant proposes to redevelop the site from the current single-family residential structure to a professional office. Parking, water retention and landscape buffers will be included with the redevelopment.

The future land use designation for the parcel is Commercial which matches the request for rezoning to C-1 Light Commercial zoning.

Staff recommends approval of the rezoning to C-1 Light Commercial zoning district.

Mike Miller, 605 Florida St., Orlando, stated that he intends to demolish the current building and construct a 2600 square foot professional office building for his own property management business.

Commissioner Proli asked if the new building is one-story.

Mr. Miller stated that it would be a one-story building.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

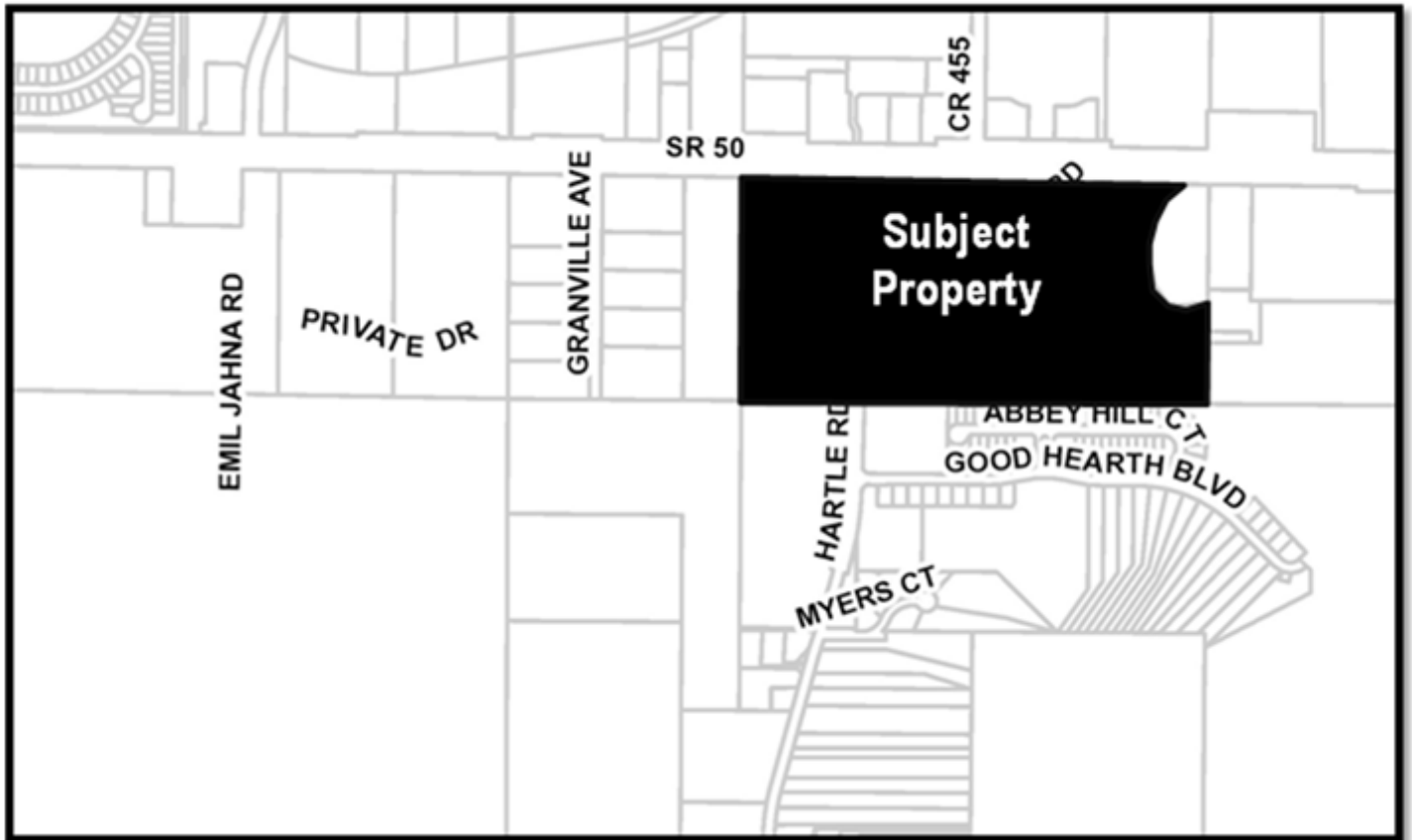
Development Services Director Barbara Hollerand stated that the April 5, 2016 meeting will be held in the rear of the Council Chambers. She stated that if it appears there will be more in attendance than space, the meeting will be relocated to another location.

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2016-10

The City of Clermont will hold public hearings Tuesday, March 1, 2016 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 12, 2016 at 6:30 p.m. before the City Council to consider transmittal of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low to Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, June 14, 2016 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: South of S.R. 50, West and East of Hartle Road
Hartle Grove Site, 69 +/- acres***

Ordinance #2016-10:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status

of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 20, 2016 and May 31, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 12, 2016	
Agenda Item Name	
Ordinance No. 2016-11; <i>Final Hartle Grove Rezoning</i>	
Requested Action	
Move to approve Ordinance 2016-11.	
Staff Report	
This administrative request is being heard concurrently with a request for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on August 28, 2006. The property is improved, consisting of a 103-home subdivision known as Terrace Grove and four commercial tracts: Rooms to Go, Speedway gas station, AutoZone, and one remaining vacant parcel. The developments are being served by the City's water and sewer service. The property is approximately 44 acres and previously had entitlements granted by Lake County for a Planned Unit Development (PUD) under Ordinance No. 2011-50. This is the remaining portion of the original PUD that is proposed to be annexed and rezoned at this time. A 25-acre tract, approved for multifamily development, was annexed and rezoned in January by the City Council. A related administrative comprehensive plan amendment request to change the future land use from the County's Urban Low to Master Planned Development will also be processed for the entire PUD. The rezoning request is to change the zoning from Urban Estate (currently Planned Unit Development in the County) to the City's PUD zoning classification. The entitlements and relevant conditions from the County's PUD ordinance have been carried over to the City's PUD. In January, staff mailed letters to the Terrace Grove homeowners regarding the annexation process and invited them to a community meeting to address their questions. This question/answer session was held on January 21, 2016 with just a few residents attending. Staff also responded to emails and phone calls from other residents who had received the community meeting letter. Based upon the above information, staff recommends approval of the rezoning from Urban Estate to the City's PUD zoning classification with the conditions outlined in PUD Ordinance 2016-11. <i>At the March 1, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ordinance	REZ ORD 2016-11.docx	
2.	2006 Utility Agreement	Hartle Groves Utility Agreement 2006.pdf	
3.	Lake County PUD 2011-50	Hartle Grove PUD 2011-50 Lake County.pdf	
4.	Location Map and Zoning	Hartle Grove SF and C-2 Maps.pdf	
5.	P&Z Minutes	Rezoning P&Z minutes.pdf	
6.	Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-11

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, EFFECTIVE DATE, AND PUBLICATION.

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

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

CITY OF CLERMONT
ORDINANCE No. 2016-11

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest ¼ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East ½ of the Northwest ¼ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest ¼ of said Section 26 a distance of 1330.63 feet to a set ½ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East ½ of the Northwest ¼ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet;

CITY OF CLERMONT
ORDINANCE No. 2016-11

thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.)

All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

Containing 44 +/- acres

LOCATION

South of S.R. 50, east and west of Hartle Road

FROM: UE Urban Estate
TO: Planned Unit Development

SECTION 2 - General Conditions:

This application for a Planned Unit Development to allow for single family residential uses along with commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3 - Land Uses and Specific Conditions:

1. The property received entitlements that were approved under Lake County's PUD Ordinance No. #2011-50, PH #11-11-2 (Hartle Grove PUD Amendment). The original development consisted of 69 acres at a density of 7 units per net acre, or 483 units. 103 single family residential units were allowed and have been constructed under the

CITY OF CLERMONT
ORDINANCE No. 2016-11

“Terrace Grove Subdivision” plat. No additional single family units are pending. The remaining 380 units were for multi-family dwelling units and have been addressed in Ordinance No. 2016-03 and are not a part of this Ordinance. The commercial portion has been built out except for one parcel, Alternate Key 3871932.

2. Setbacks for 50 foot lots (Single Family detached)

Front:	20 feet from the property line
Secondary Front:	15 feet from the property line
Side:	5 feet from the property line
Rear:	20 feet from the property line
Between Buildings:	10 feet plus 15 feet for each story in excess of two stories
3. 25 percent common open space shall be provided for the overall development.
4. Impervious Surface Area: 0.65 for residential land area and 0.70 for commercial land area.
5. Floor Area Ratio shall not exceed 0.50 for the non-residential development.
6. Commercial uses shall be limited to the following: Automotive Repair, Automotive Service Station, Banking, Car Wash, Professional/Medical Offices, Restaurant (Fast Food and General), Retail (Convenience and General), Wholesale and Warehouse, Day Care Center, Hotel and Motel.
7. Maximum building height will be 45 feet.

SECTION 4:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5:

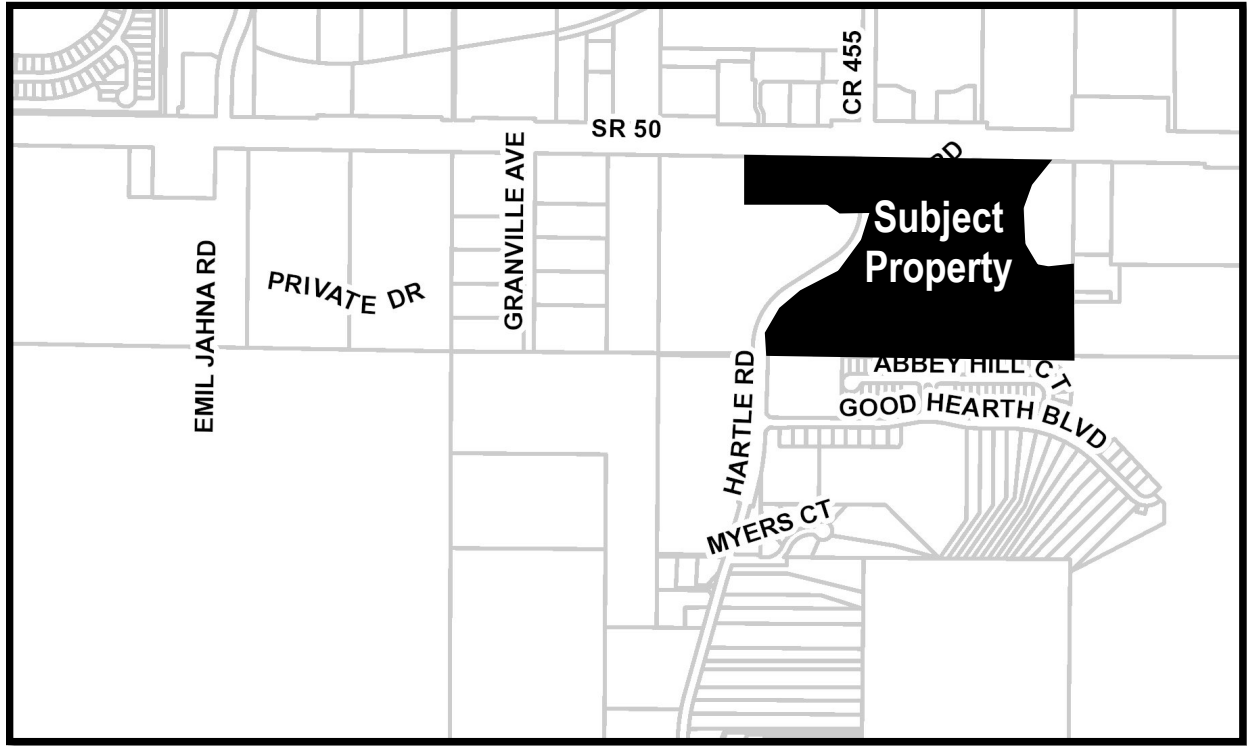
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6:

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2016-11

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of April, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and BFG Lakeshore, Ltd SR 50/Hartle Rd, LLC, a Georgia limited liability company, and Clermont Partner, LLC, a Georgia limited liability company, and their respective successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop a 325 unit residential community and a commercial development which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property in accordance with the water and sewer utilities development plans as approved by CITY, hereinafter the Final Utility Development Plan.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved and constructed by CITY and located in the "Easement Area" as more particularly described in Exhibit "A" attached hereto and in the Final Utility Development Plan as approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to connect to the City's system contained in the Easement Area to serve the development as set forth in the approved Final Utility Development Plan. OWNER shall provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements, necessary to connect to CITY's system at its current location in the Easement Area, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. The CITY shall notify OWNER within 60 days if lines are to be oversized.
- 1.8 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.9 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.10 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.11 The Impact Fee Credits shall be established subject to Sections 1.8 and 1.10, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.12 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the approved Lake County PUD (Ord #2004-4), the preliminary plat dated 11/22/04 and final engineering drawings dated 7/7/05. Items not addressed in the PUD must be developed to the JPA standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 OWNER will ensure that the CITY waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

Section 3. ANNEXATION

John *GOB*
CFR

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

BFG Lakeshore, Ltd.
James H. Fant
P.O. Box 568492
Orlando, FI 32856-8492

SR 50/Hartle Rd.
35 Johnson Ferry Rd
Marietta, GA 30068

Clermont Partner, LLC
2900 Delk Rd
Suite 700, #314
Marietta, GA 30067-5350

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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

DATED this 10 day of January, 2006

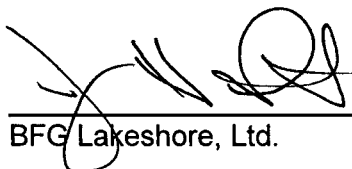
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

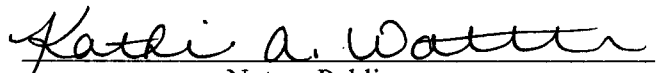
OWNER


MANAGER
BFG Lakeshore, Ltd.

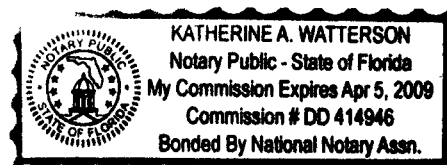
STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 28th day of August, 2006.


Notary Public

OWNER

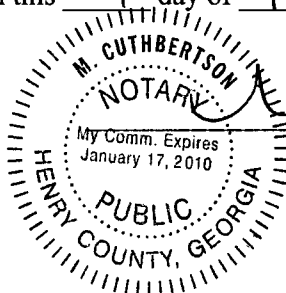



SR 50/Hartle Road, LLC

STATE OF Georgia
COUNTY OF Henry

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared G. Owen Brown, as owner of SR 50/Hartle Road, LLC, who provided identification in the form of — or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 24 day of August, 2006



M. Cuthbertson
Notary Public

OWNER

[Signature]
Clermont Partner, LLC.

STATE OF Florida
COUNTY OF Orange

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

Witness my hand and official seal this 23rd day of August, 2006.

[Signature]
Notary Public

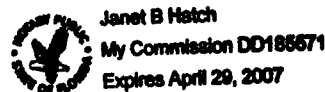


Exhibit A

**HARTLE ROAD
OVERALL BOUNDARY**

DESCRIPTION:

PARCEL 1:

A portion of the Southwest 1/4 of the Northeast 1/4 and a portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 24 South, Range 26 East, formerly known as Tracts 19, 20, 21, 22, 27, 28, 29, 30 and 30A of LAKE HIGHLANDS COMPANY PLAT of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida, Less and Except that part of Tract 21 described as follows:

From an iron axle set for the center of said Section 26, run South 89°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning; thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point lying South 89°40' West of the Point of Beginning, thence North 89°40' East to Point of Beginning, subject to right of way of Hartle Road along West side of said property.

NOW LYING WITHIN:

Tracts 19, 20, 22, 27, 28, 29, 30, 30A and a portion of Tract 21 Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

PARCEL 2:

From an iron axle set for the center of Section 26, Township 22 South, Range 36 East, run South 39°53'30" West along mid-section line 503.3 feet, thence North 0°03' East 833.95 feet to a concrete monument and the Point of Beginning, thence continue North 0°03' East 451 feet to the South right of way line of State Road No. 50, thence Westerly along said right of way to the West line of the E 1/4 of the SE 1/4 of the NW 1/4 of said Section 26, thence Southerly along said line to a point

lying South 89°40' West to the Point of Beginning; thence North 89°40' East to Point of Beginning, subject to right of way for Hartle Road along West said of said property.

A/K/A a portion of Tract 21, Hartle's Replat, according to the plat thereof as recorded in Plat Book 12, page 45, Public Records of Lake County, Florida.

E/K/A a portion of Tract 21, Lake Highlands Company Section 26, Township 22 S, Range 26 E, Public Records of Lake County, Florida.

Less Road Right of Way for State Road No. 50 and Hartle Road.

HARTLE ROAD
RESIDENTIAL BOUNDARY

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an iron axle found at the center of said Section 26; thence run N00°30'29"E along the North-South center of section line of Section 26 for a distance of 15.00 feet to the South line of Tract 28, LAKE HIGHLANDS COMPANY, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence run N89°33'31"W along said South line for a distance of 685.12 feet to the West right-of-way line of Hartle Road, as shown on the plat of HARTLE ROAD, according to the plat thereof, as recorded in Plat Book 22, Page 46, of the Public Records of Lake County, Florida; thence run S02°25'50"W along said West right-of-way line for a distance of 15.01 feet to the South line of the Northwest 1/4 of said Section 26; thence leaving said West right-of-way line run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 644.99 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 and the West line of Tracts 22 and 27 of said LAKE HIGHLANDS COMPANY for a distance of 1285.28 feet to the South right-of-way line of State Road 50, as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 270.00 feet; thence run S89°06'32"E for a distance of 507.31 feet; thence run S62°10'41"E for a distance of 99.09 feet; thence run S89°06'32"E for a distance of 114.80 feet; thence run N00°30'29"E for a distance of 314.88 feet to the aforesaid South right-of-way line; thence run along said South right-of-way line the following courses and distances S89°06'32"E for a distance of 23.88 feet; thence run S00°53'28"W for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 76.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 286.83 feet; thence run S89°06'32"E for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 306.83 feet to the aforesaid South right-of-way line; thence run S89°06'32"E along said South right-of-way line for a distance of 422.61 feet to a point hereinafter referred to as Reference Point "A", said point being on the shoreline of Hill Lake; thence run Southwesterly, Southeasterly and Easterly along said shoreline to a point on the

East line of the West 1/2 of the Northeast 1/4 of said Section 26 and the East line of Tract 30A of said LAKE HIGHLANDS COMPANY, said point being S13°26'15"E a distance of 694.94 feet from said Reference Point "A"; thence run S00°35'22"W along said East line for a distance of 575.56 feet to the South line of Tract 30A of said LAKE HIGHLANDS COMPANY; thence run N89°34'53"W along the South line of Tracts 30A, 30 and 29 of said LAKE HIGHLANDS COMPANY for a distance of 1324.41 feet to the POINT OF BEGINNING.

Containing 63.0 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

HARTLE ROAD
WEST SIDE COMMERCIAL SITE
PARCEL A

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run S89°06'32"E along said South right-of-way line for a distance of 572.14 feet to the POINT OF BEGINNING; thence continue S89°06'32"E along said South right-of-way line for a distance of 710.16 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 314.88 feet; thence run N89°06'32"W for a distance of 114.80 feet; thence run N62°10'41"W for a distance of 99.09 feet; thence run N89°06'32"W for a distance of 507.31 feet; thence run N00°30'29"E for a distance of 270.00 feet; to the POINT OF BEGINNING.

Containing 4.565 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

HARTLE ROAD
EAST SIDE COMMERCIAL SITE
PARCEL B

DESCRIPTION:

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence run N89°33'31"W along the South line of the Northwest 1/4 of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East 1/2 of the Northwest 1/4 of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run the following courses and distance along said South right-of-way line S89°06'32"E 1306.18 feet; thence run S00°53'28"W 20.00 feet; thence run S89°06'32"E 76.26 feet to the POINT OF BEGINNING; thence continue the following courses and distances along said South right-of-way line run S89°06'32"E for a distance of 623.74 feet; thence run N00°53'28"E for a distance of 20.00 feet; thence run S89°06'32"E for a distance of 61.26 feet; thence leaving said South right-of-way line run S00°30'29"W for a distance of 306.83 feet; thence run N89°06'32"W for a distance of 685.14 feet; thence run N00°30'29"E for a distance of 286.83 feet to the POINT OF BEGINNING.

Containing 4.540 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 10th day of January 2006, between BFG Lakeshore, LTD, of the County of Lake, State of Florida Grantor, SR 50/Hartle Rd, LLC, Clermont Partner, LLC and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

See Attached Exhibit "A" - Legal Description

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

PROPERTY OWNER(S):

X. 3
CFA
Signature [Signature]
Type or print name Charles F. Heard Jr

2. Signature [Signature]
Type or print name G OWEN BROWN

Signature [Signature]
Type or print name JAMES H. FAUT

WITNESSES (Two required):

1. Signature [Signature]
Type or print name Dunlap, Jr.

2. Signature [Signature]
Type or print name John A. Stephens

3. Signature [Signature]
Type or print name Katherine A. Watterson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of August, 2006, by Charles F. Heard, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public [Signature] Type/print name Janet B. Hatch



Janet B Hatch
My Commission DD186671
Expires April 29, 2007

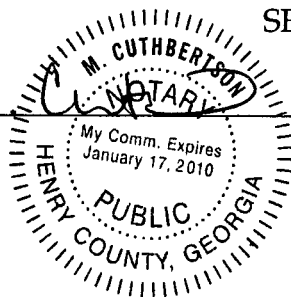
STATE OF Georgia

COUNTY OF Denny

The foregoing instrument was acknowledged before me on this 24 day of August, 2006, by G. Owen Brown, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

Notary Public M. Cuthbertson



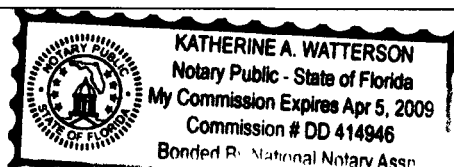
Type/print name M. Cuthbertson

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28th day of August, 2006, by James H. Fant, who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:



Notary Public Katherine A. Watterson

Type/print name Katherine A. Watterson

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

PLANNING AND COMMUNITY DESIGN
ATTN: AZIZA BRYSON
315 WEST MAIN STREET ROOM 511
TAVARES FL 32778



ORDINANCE #2011-50
BFG Lakeshore LTD
Hartle Grove PUD
PH #11-11-2

**AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE
LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, James H. Fant, Manager (the "Applicant") on behalf of BFG Lakeshore, LTD (the "Owner") requested an amendment to Planned Unit Development (PUD) Ord. #2009-4 to increase the maximum density of seven (7) dwelling units to the acre, consisting of single and town homes, multi-family residential, and commercial uses on approximately 69 acres as shown on Exhibit B (Conceptual Plan); and

WHEREAS, the subject Planned Unit Development property consists of approximately 69 +/- acres located in the East Clermont area to the south of and on the east and west side of the intersection of SR 50 and Hartle Road, situated in Section 26 - Township 22S - Range 26E, and having Alternate Keys # 3871929, 3871932, 2545551, 3827131, 2545551, 3870703, 3827132, and 3877868 through 3877973, and more particularly described as:

LEGAL DESCRIPTION: [EXHIBIT "A" - ATTACHED]

WHEREAS, the property is located within the Urban Future Land Use Category; and

WHEREAS, on the 27th day of January, 2004, the Board of County Commissioners approved the Hartle Grove PUD (Ordinance #2004-4) on 69 +/- acres consisting of 325 single-family residential lots and commercial uses; and

WHEREAS, on the 27th day of January, 2009, the Board of County Commissioners approved an amendment to the Hartle Grove PUD (Ordinance #2009-4) to establish specific setbacks for detached single-family residential development, correct a scrivener's error in the legal description of the PUD, and to supersede and replace Ordinance #2004-4 with Ordinance #2009-4; and

WHEREAS, the Lake County Zoning Board did, on the 3rd day of August, 2011, review Petition PH #11-11-2;

AND, after giving Notice of Hearing on petition for a change in the use of land, including notice that said Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 23rd day of August, 2011; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised, and

WHEREAS, upon review, certain terms pertaining to the development of the above described property have been duly approved, and

FILED
SEP 14 2011
LAKE COUNTY, FLORIDA
4:11:26 PM

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

1 **NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Lake County,
2 Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they
3 pertain to the above tract of land, as described in EXHIBIT "A", subject to the following terms:

4 **Section 1.** Terms: The terms and conditions of this Ordinance shall mean and include the total of the
5 following. The passage of this Ordinance shall supersede and replace any and all previous
6 ordinances, specifically Ordinance #2009-4, granted for the site or any portions of the site
7 legally described herein and attached hereto as "Exhibit A". The County Manager or designee
8 shall amend the Zoning Map in accordance with this Ordinance.

9
10 A. Land Use and Design:

11
12 1. Residential:

13 a. Density:

14 i. 103 single-family residential.

15 ii. 380 multi-family or townhome units.

16 iii. The overall density shall not exceed seven (7) dwelling units to
17 the net acre.

18
19 b. Setbacks for 50-foot Lots (Single-Family Detached or Townhomes)

20
21 Front: 20 feet from the property line

22 Secondary Front: 15 feet from the property line

23 Side: 5 feet from the property line (Single-Family
24 Detached)

25 Side: Zero lot line for shared common walls (Townhomes)

26 Rear: 20 feet from the property line (5 feet for accessory
27 structures)

28 Between Buildings: 10 feet plus 15 feet for each story in excess of two
29 stories

30
31 c. Setbacks for Multifamily Residential

32
33 Front: 20 feet from the property line

34 Secondary Front: 15 feet from the property line

35 Side: 5 feet from the property line plus 15 feet for each
36 story in excess of two (2)

37 Rear: 20 feet from the property line

38 Between Buildings: 10 feet plus 15 feet for each story in excess of two
39

40 d. The multi-family development shall provide internal connections for
41 pedestrian access to the commercial portions of the development on the
42 west side of Hartle Road.

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

2. Commercial:

- a. 10.5 acres for commercial development which shall be designed as an integrated unit within the 69-acre planned unit development.

Functional uses conducted within designated areas of the development shall be limited to the following: Automotive Repair, Automotive Service Station, Banking, Car Wash, Consumer Service and Repair, Medical Service, Personal Care Service, Professional/Medical Offices, Restaurant (Fast Food and General), Retail (Convenience and General), Wholesale and Warehouse, Day Care Center, Hotel and Motel.

B. Open Space/Impervious Area/Floor Area:

1. Residential: 25% (15.15 +/- acres) common open space shall be provided.
2. Commercial: 25% (+/- 2.5 acres) open
3. Open space shall be calculated on an overall basis for the development;
4. Impervious Surface Area: 0.65 for residential land area and 0.70 for commercial land area.

C. Floor Area Ratio: Floor area ratio shall not exceed 0.50 for non-residential development.

D. Landscaping: Landscape buffering shall be installed and maintained in accordance with the requirements of the LDRs, as amended.

E. Transportation:

1. All internal streets and traffic calming devices (Roundabouts, etc.) shall be constructed to meet Access Management and spacing requirements as set forth in the LDRs, as amended.
2. All public roads within the development shall be designed both horizontally and vertically to meet the LDRs requirements for their classification. Public road pavement width shall be based on Average Daily Trips (ADT).
3. The developer shall provide turn lane improvements along Highway 50 and the realignment of Hartle Road, all of which have been completed at the time of this ordinance.
4. Transportation Design: The layout and design of lots and circulation systems within the development shall be substantially consistent with the attached conceptual plan as Exhibit "B" to this Ordinance, submitted as a part of the

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

rezoning application, and may be subsequently revised to reflect current conditions. Access to commercial tracts fronting along Highway 50 shall be controlled by the Florida Department of Transportation and in accordance with the Access Management provisions contained in the LDRs, as amended. To the extent where there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall take precedence.

5. Any walls or fences within the development area on the west side of Hartle Road shall provide for common pedestrian access (sidewalk or trail) to Hartle Road and State Road 50 at intervals not to exceed 1320 feet (1/4 mile).

F. Environmental Requirements:

1. An environmental survey shall be conducted in accordance with the LDRs, as amended, to address natural vegetative communities, wildlife corridors, and designated species prior to submittal of any development application.
2. A jurisdictional wetland line and designated species habitat delineation has been established and shall be included on any site plan or plat.
3. Wetlands and wetland buffers shall be placed in conservation easements.

G. Utilities: Connection to central water and wastewater treatment is required and shall comply with all applicable State, Regional, and Lake County policies and regulations.

H. Storm Water and Drainage Requirements:

1. The storm water management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements.
2. The storm water management system shall demonstrate that each phase is able to exist as an independent stable unit for drainage purposes. The natural pre-development drainage pattern shall be maintained to the maximum extent possible.

I. External Lighting Standards and Requirements:

1. Exterior lighting shall comply with the Land Development Regulations, as amended.
2. All light fixtures, including security lighting, shall be limited to cutoff type fixtures and shall be incorporated as an integral design element that complements the

ORDINANCE NO. #2011-50**PH #11-11-2 (Hartle Grove PUD Amendment)**

design of the development through style, material, and color. Luminaries shall not be tilted. Floodlights or lighting types featuring sag, convex, or drop lenses shall be prohibited.

3. The height of lighting fixtures inclusive of supporting pole, the lighting source, and fixture shall not exceed thirty (30') feet within parking areas and fifteen (15') feet otherwise. Such height shall be measured from finished grade to the top of the light fixture.

4. An exterior lighting plan prepared and certified by a licensed engineer qualified in such field shall be submitted with any site plan or construction plan application. Such plan shall consist of a photometric plan of the developed area of the site with accompanying data tables and product design details addressing support poles, lamp fixtures and lenses.

J. Development Review:

1. Development Review and Approval: Prior to the issuance of any permits, the Applicant shall be required to submit a formal site plan (multi-family development) or a preliminary plat, construction plans, and final plat (single-family/townhomes), for review and approval to Lake County. The site plan or preliminary plat, construction plans, and final plat shall meet all submittal requirements and comply with all County codes and ordinances, as amended.
2. Concurrency Management: The Owner shall comply with concurrency management regulations. The additional 158 units added to the development by this ordinance are not subject to any vesting granted prior to approval of this ordinance and shall be subject to all applicable concurrency requirements as set forth in the LDRs.
3. Future Development Orders: Any requested development order must comply with the Lake County Comprehensive Plan, as amended and the Lake County Land Development Regulations, as amended.
4. Future Amendments to Statutes, Code, Plan, and/or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations are inclusive of any future amendments to the Statutes, Code, Plan, and/or Regulations.

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

SECTION 2. Conditions as altered and amended which pertain to the above tract of land shall be as follows:

- A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Zoning Board and the Board of County Commissioners.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner (except for normal maintenance activities – i.e. painting screening, etc.) within the boundaries of the above described land without first submitting the necessary plans in accordance with the LDRs, as amended, and obtaining approval from the County Manager or designee upon obtaining the permits required from the other appropriate governmental agencies.
- C. This Ordinance shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- D. The transfer of ownership or lease of any or all of the property described in this Ordinance shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures as contained in the Lake County Land Development Regulations, as amended.
- E. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have the authority to enforce the terms and conditions set forth in this Ordinance and to recommend that the Ordinance be revoked

ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

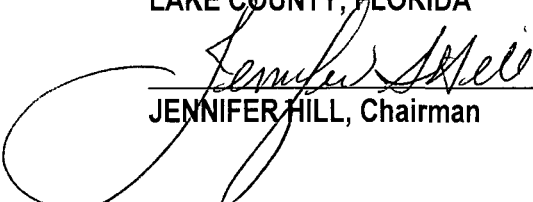
1 **SECTION 3. Effective Date.** This Ordinance shall become effective as provided by law.

2
3 ENACTED this 23 day of August, 2011.

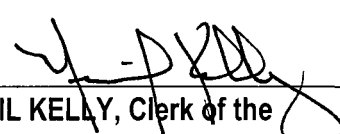
4
5 FILED with the Secretary of State September 2, 2011.

6
7 EFFECTIVE September 2, 2011.

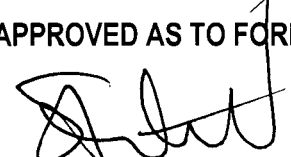
8 **BOARD OF COUNTY COMMISSIONERS**
9 **LAKE COUNTY, FLORIDA**

10
11 
12 **JENNIFER HILL, Chairman**

13
14 **ATTEST:**

15
16 
17
18 **NEIL KELLY, Clerk of the**
19 **Board of County Commissioners**
20 **Lake County, Florida**

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22 **APPROVED AS TO FORM AND LEGALITY**

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26 **SANFORD A. MINKOFF, County Attorney**

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ORDINANCE NO. #2011-50

PH #11-11-2 (Hartle Grove PUD Amendment)

EXHIBIT "A"

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Legal Description: Lake Highlands, Sec 26 Twp. 22S Rge. 26E, Tracts 19, 21, 22 S of SR 50, LESS that part of Tract 21 described as follows: From center of Sec 26 Twp. 22S Rge. 26E, run W along mid-section line 503.3 ft, N 0 deg. 03' E 833.95 ft for POB, continue N 0 deg. 03' East to S r/w line of Hwy 50, W'ly along said r/w to W line of "E 1/2 of SE 1/4 of NW 1/4 of said Sec 26, S'ly along said line to a point S 89 deg. 40' W of POB, N 89 deg. 40' E to POB. Tracts 20, 27, 28, 29, 30 and 30A; AND Lake Highlands, Sec 26 Twp. 22S Rge 26E, that part of Tract 21 described as follows: From center of Sec 26 Twp. 22S Rge. 26E, run W along mid-section line 503.3 ft, N 0 deg. 03' E 833.95 ft for POB, continue N 0 deg. 03' E to S r/w line of Hwy 50, W'ly along said r/w to W line of E 1/2 of SE 1/4 of NW 1/4 of said Sec 26, S'ly along said line to a point S 89 deg. 40' W of POB, N 89 deg. 40' E to POB, LESS r/w of Hartle Road.

Exhibit - Location Map
Hartle/Terrace Groves PUD

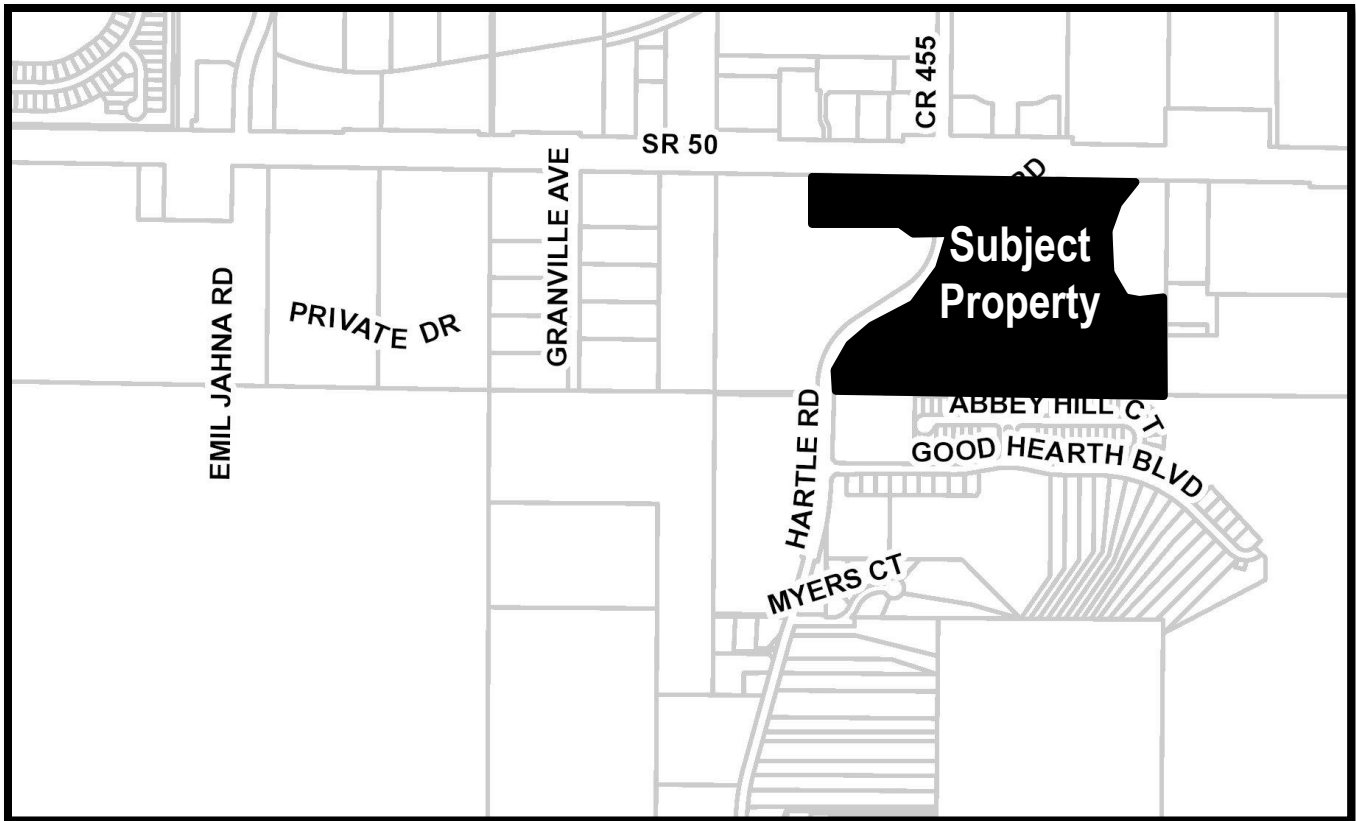
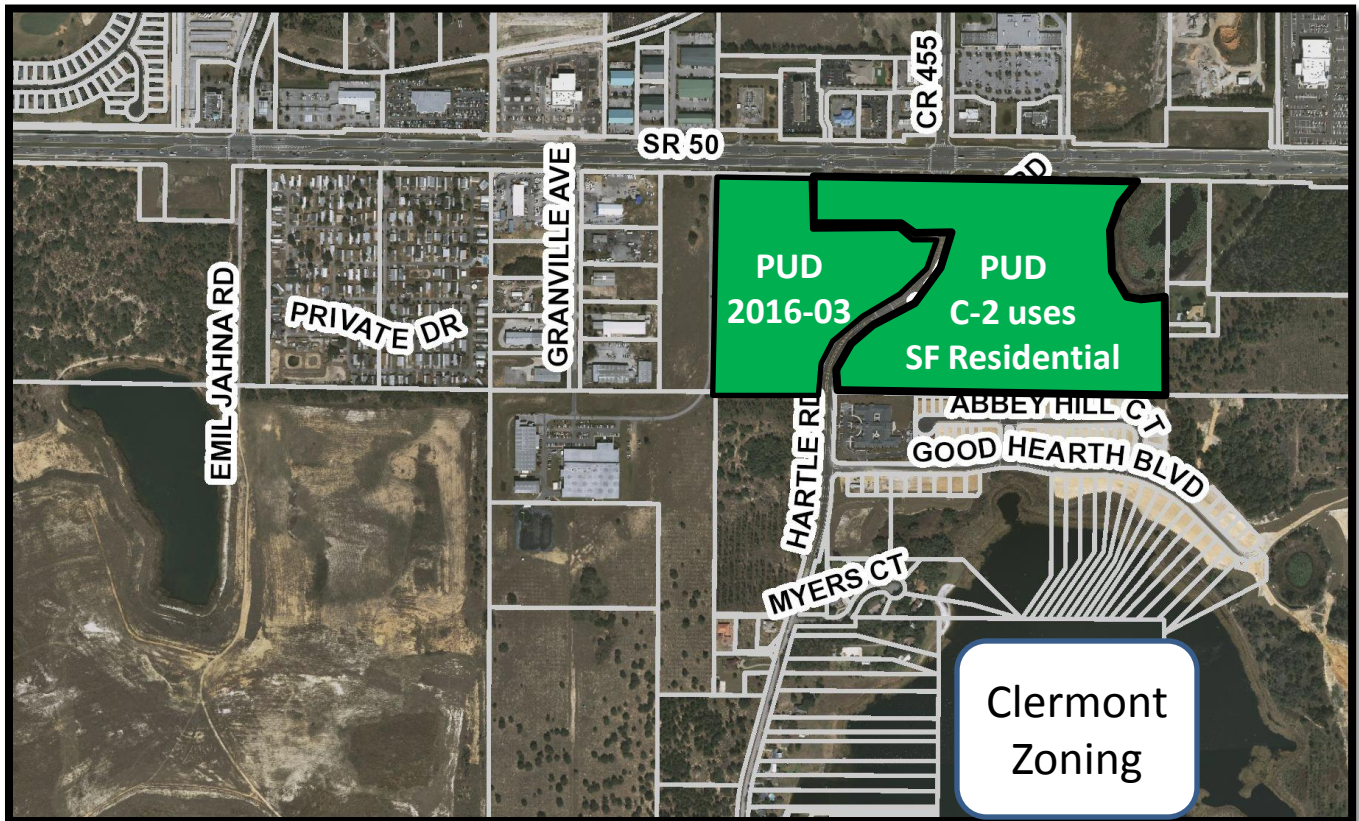
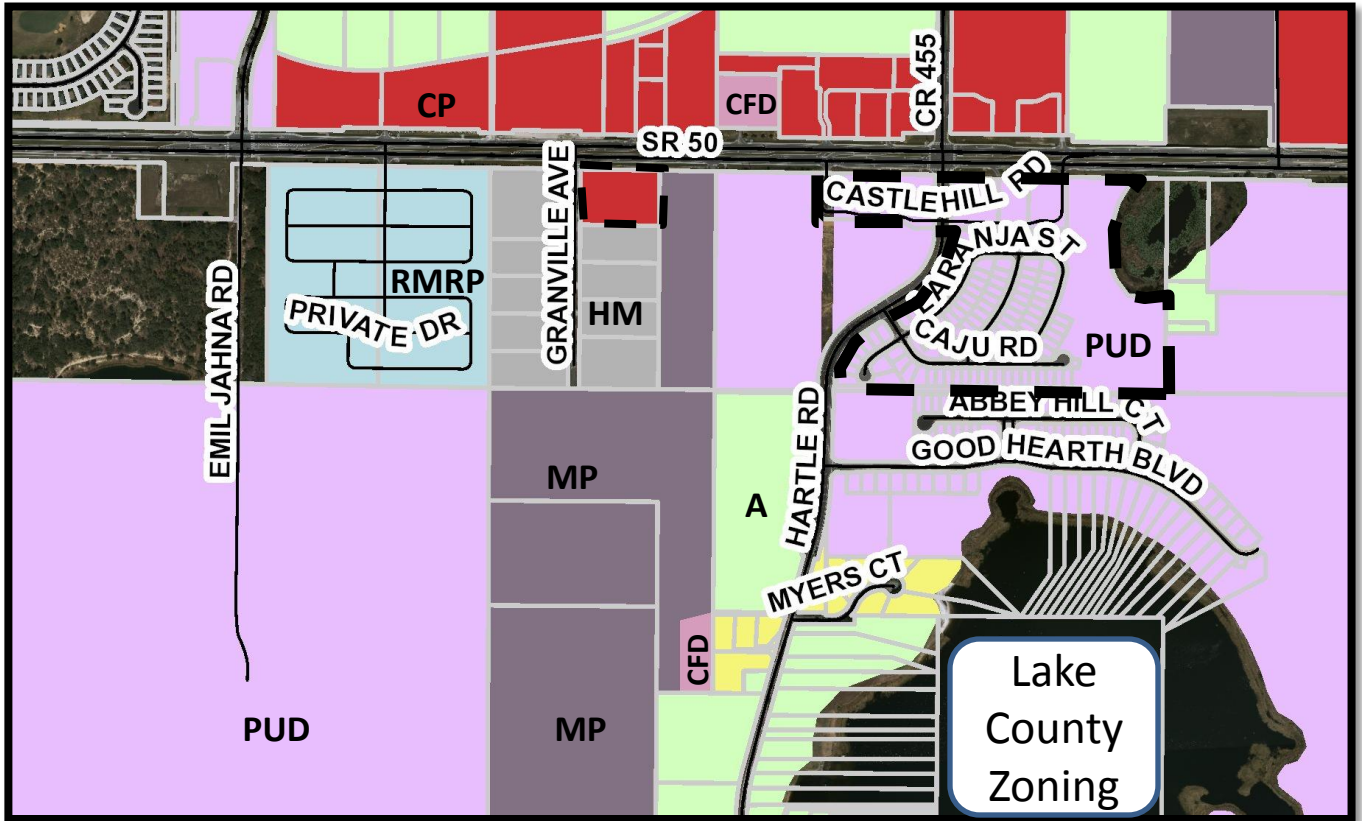


Exhibit – Zoning
Hartle/Terrace Groves



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
MARCH 1, 2016**

Page 2

2. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development for Terrace Grove subdivision, Rooms to Go, Speedway, Autozone, and vacant parcel next to Autozone.

Senior Planner Kruse presented the staff report as follows:

This administrative request is being heard concurrently with a request for annexation and a large scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the developer. The Notice of Encumbrance to Annex with the City was executed on August 28, 2006. The property is improved, consisting of 103 single family homes and 4 commercial tracts; Rooms to Go, Speedway gas station, AutoZone, and one remaining vacant parcel. They are being served by the City's water and sewer service.

The property is approximately 44 acres and previously had entitlements granted by Lake County for a Planned Unit Development under Ordinance No. 2011-50. This is the remaining portion of the original planned unit development that will be annexed and rezoned at this time and the previous portion, approximately 25 acres, was annexed and rezoned in January by the City Council. This was for the multifamily apartment development. A related administrative comprehensive plan amendment request will also be processed along with this request for the entire planned unit development.

The rezoning request is to change the zoning from Urban Estate (currently Planned Unit Development in Lake County) to the City's Planned Unit Development zoning classification. The entitlements and relevant conditions from the County's Planned Unit Development ordinance have been carried over to the City's Planned Unit Development. Staff mailed informational letters to the homeowners regarding the annexation process and invited them to a community meeting with staff to address any questions they may have. This question/answer session was held on January 21, 2016 with a handful of residents attending. In addition, several emails and phone calls were also addressed regarding their questions resulting from the mailed letter.

Based upon the above information, staff recommends approval of the rezoning from Urban Estate to the City's Planned Unit Development zoning classification with the conditions outlined in the planned unit development Ordinance 2016-11.

John Radovich, 13639 Laranja St., asked if the city has plans to provide reclaimed water to Terrace Groves. He also asked if the vacant property next to Autozone can be cleaned up.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
MARCH 1, 2016**

Page 3

Mr. Kruse stated that he would check with Environmental Services to see if reclaimed water would be available. He stated that the vacant property is currently in the county and the city's code enforcement officers will be patrolling that area once annexed.

Commissioner Whitehead moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

3. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3-A Residential/Professional to C-1 Light Commercial for property located at 770 Almond Street.

Senior Planner Kruse presented the staff report as follows:

The applicant is requesting a rezoning of the subject parcel located at 770 Almond Street. The proposed rezoning is from the current R-3-A Residential / Professional district to the City's C-1 Light Commercial zoning district.

The applicant proposes to redevelop the site from the current single-family residential structure to a professional office. Parking, water retention and landscape buffers will be included with the redevelopment.

The future land use designation for the parcel is Commercial which matches the request for rezoning to C-1 Light Commercial zoning.

Staff recommends approval of the rezoning to C-1 Light Commercial zoning district.

Mike Miller, 605 Florida St., Orlando, stated that he intends to demolish the current building and construct a 2600 square foot professional office building for his own property management business.

Commissioner Proli asked if the new building is one-story.

Mr. Miller stated that it would be a one-story building.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

Development Services Director Barbara Hollerand stated that the April 5, 2016 meeting will be held in the rear of the Council Chambers. She stated that if it appears there will be more in attendance than space, the meeting will be relocated to another location.

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. 2016-11

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, an effective date and publication.

LOCATION

South of S.R. 50, East and West of the Hartle Road

LEGAL DESCRIPTION

All of that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 572.14 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East a distance of 710.16 feet to a point; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West a distance of 314.88 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 114.80 feet to a point; North 62 degrees 10 minutes 41 seconds West a distance of 99.09 feet to a point; thence North 89 degrees 06 minutes 32 seconds West a distance of 507.31 feet to a point; thence North 00 degrees 30 minutes 29 seconds East a distance of 270.00 feet to the TRUE POINT OF BEGINNING.

(As described in Official Records Book 4258 Page 317, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along

the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 107.05 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 254.34 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 277.22 feet; thence N00°30'29"E, 261.82 feet; thence N45°27'06"E, 35.10 feet to the POINT OF BEGINNING. (As described in Official Records Book 3998 Page 359, Public Records of Lake County, Florida.)

That part of Section 26, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at an axle found at the center of said Section 26; thence N89°33'31"W along the South line of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1330.63 feet; thence leaving said South line run N00°26'07"E along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 for a distance of 1285.28 feet to the South right-of-way line of State Road 50 as shown on the Florida Department of Transportation Right-of-way Maps Section 11070-2505; thence continue the following courses along said South right-of-way line run S89°06'32"E, 1306.18 feet; thence S00°53'28"W, 20.00 feet; thence S89°06'32"E, 361.39 feet to the POINT OF BEGINNING; thence continue along said South right-of-way line S89°06'32"E, 175.82 feet; thence leaving said South right-of-way line run S00°53'28"W, 286.82 feet; thence N89°06'32"W, 175.82 feet; thence N00°53'28"E, 286.82 feet to the POINT OF BEGINNING. (As described in Official Records Book 3982 Page 1745, Public Records of Lake County, Florida.)

All that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

Commence at an iron axle found at the center of Section 26, Township 22 South, Range 26 East, Lake County, Florida; thence run N89 degrees 33 minutes 31 seconds West along the South line of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1330.63 feet to a set $\frac{1}{2}$ inch iron rod with cap; thence leave said South line and run North 00 degrees 26 minutes 07 seconds East along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26 a distance of 1285.28 feet to a point located on the Southern right-of-way line of State Road No. 50 as shown on the Florida Department of Transportation right-of-way maps Section 11070-2505; thence run along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 1306.18 feet; thence run South 00 degrees 53 minutes 28 seconds West, 20.0 feet; thence run South 89 degrees 06 minutes 32 seconds East, 537.21 feet to the TRUE POINT OF

BEGINNING. FROM THE TRUE POINT OF BEGINNING as thus established, continue along said right-of-way line of State Road No. 50, South 89 degrees 06 minutes 32 seconds East, a distance of 162.79 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, 20.0 feet; thence South 89 degrees 06 minutes 32 seconds East, 61.26 feet; thence leave said right-of-way line of State Road No. 50, and run South 00 degrees 30 minutes 29 seconds West, a distance of 306.83 feet to a point; thence North 89 degrees 06 minutes 32 seconds West, a distance of 226.10 feet to a point; thence North 00 degrees 53 minutes 28 seconds East, a distance of 286.82 feet to the TRUE POINT OF BEGINNING. (As described in Official Records Book 4571 Page 754, Public Records of Lake County, Florida.)

All of Terrace Grove as recorded in Plat Book 64 Page 18, Public Records of Lake County, Florida.

All of Terrace Grove Partial Replat as recorded in Plat Book 64 Page 46, Public Records of Lake County, Florida.

Containing 44 +/- acres

FROM UE Urban Estate
TO Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, March 1, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 12, 2016 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, 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.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 23 and March 29, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Ordinance No. 2016-13, <i>Final Franchise Agreement</i>		
Requested Action		
Move to adopt Ordinance 2016-13.		
Staff Report		
This Ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to Hubbard Construction Company d/b/a Mid Florida Materials for commercial collection. Hubbard Construction Company d/b/a Mid Florida Materials will be required to pay the established franchise fees for commercial garbage collection. Exhibit A is attached to the Ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and Hubbard Construction Company d/b/a Mid Florida Materials.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2016-13 Hubbard-Mid FI Materials Garbage Franchise.doc		
2. Insurance Hubbard Ins.pdf		
3. Bond Hubbard Bond.pdf		
4. Ad Ordinance 2016-13 Garbage Fran.doc		

CITY OF CLERMONT
ORDINANCE No. 2016-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO HUBBARD CONSTRUCTION COMPANY D/B/A MID FLORIDA MATERIALS, PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

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

SECTION 1.

The City, acting by and through its City Council, hereby grants unto Hubbard Construction Company d/b/a Mid Florida Materials, its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 2.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;
2. the collection and disposal of all commercial refuse generated by establishments which:
 - (a) utilize 12 or less refuse cans per pick up each with a capacity not exceeding 30 gallons and/or
 - (b) require service two or less times per week.

SECTION 3.

The City hereby grants a non-exclusive franchise to Hubbard Construction Company d/b/a Mid Florida Materials and Hubbard Construction Company d/b/a Mid Florida Materials will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit "A".

CITY OF CLERMONT
ORDINANCE No. 2016-13

SECTION 4.

Hubbard Construction Company d/b/a Mid Florida Materials shall be an independent contractor and shall enter into a contract with City that provides, among other things, that Hubbard Construction Company d/b/a Mid Florida Materials shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of Hubbard Construction Company d/b/a Mid Florida Materials, its agents, servants or employees, within or without the city limits. Hubbard Construction Company d/b/a Mid Florida Materials will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Hubbard Construction Company d/b/a Mid Florida Materials, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence.

SECTION 5.

Hubbard Construction Company d/b/a Mid Florida Materials shall post with the City a surety bond or letter of credit in the amount of \$100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and Hubbard Construction Company d/b/a Mid Florida Materials shall be in full force and effect until April 12, 2017, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

Hubbard Construction Company d/b/a Mid Florida Materials shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

CITY OF CLERMONT
ORDINANCE No. 2016-13

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any adjustment to or claim under any contract which may be executed under the authority of this Ordinance.

SECTION 9.

All ordinances and/or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

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. 2016-13

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of April, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE No. 2016-13

EXHIBIT “A”

CITY OF CLERMONT
NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER
COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 2016, by and between the City of Clermont, Florida (“City”), and Hubbard Construction Company d/b/a Mid Florida Materials, whose address is 1936 Lee Road Ste #300, Winter Park, FL 32789 (“Grantee”).

RECITALS:

WHEREAS, City as a municipal corporation of the State of Florida has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1 Definitions. Definitions of terms used in this Ordinance:

- (A) “Refuse” includes all garbage and other trash generated by citizens of the City and businesses within the City.
- (B) “Residential Refuse” is that refuse generated by residents of the City.
- (C) “Commercial Refuse” is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2 Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2016-13, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

CITY OF CLERMONT
ORDINANCE No. 2016-13

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2016-13 as passed on April 12, 2016, hereinafter “the Ordinance”. Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawful exercise of its Police Powers.

SECTION 4 Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5 Insurance, Indemnification, Hold Harmless and Duty to Defend.

(a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.

(b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee’s exercise of any rights granted hereunder, either within or without the City limits.

(c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

CITY OF CLERMONT
ORDINANCE No. 2016-13

SECTION 6 Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

- (a) the collection and disposal of all residential refuse;
- (b) the collection and disposal of all commercial refuse generated by establishments which:
 - (1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or
 - (2) require service two or less times per week

SECTION 7 Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

- (a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.
- (b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.
- (c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.
- (d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.

CITY OF CLERMONT
ORDINANCE No. 2016-13

(e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.

(f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8 Payment of Franchise Fee.

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9 Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars (\$100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10 Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until July 10, 2013, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30) days written notice and an opportunity to cure.

CITY OF CLERMONT
ORDINANCE No. 2016-13

SECTION 11 Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:	City of Clermont Attention: City Clerk 685 W. Montrose Street Clermont, FL 34711
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Grantee:	Hubbard Construction Company d/b/a Mid Florida Materials Attention: Mike Stacey 1936 Lee Road, Ste 300 Winter Park, FL 32789
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SECTION 12 Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

SECTION 15 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.

CITY OF CLERMONT
ORDINANCE No. 2016-13

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

CITY OF CLERMONT, FLORIDA

By: _____
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

GRANTEE:

By: _____
Mike Stacey, Division Manager

ATTEST: _____

Title: _____



VINCUSA-01 POOJARYVS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C, No): (888) 467-2378																						
INSURED Hubbard Construction Co. DBA Mid-Florida Materials 1936 Lee Road Winter Park, FL 32789		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	XL Specialty Insurance Company	37885	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	GLO0184998-00	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BAP0184997-00	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		US00064220LI15A	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A	N/A	WC0184999-00	10/01/2015	10/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Clermont is included as an Additional Insured as respects to General Liability where required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Clermont 685 W. Montrose Street Clermont, FL 34711	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Charles T. Draper</i>

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FRANCHISE BOND

Bond No. 106308721

KNOW ALL MEN BY THESE PRESENTS, That we,
Hubbard Construction Company d/b/a Mid-Florida Materials, as
Principal, and Travelers Casualty and Surety Company of America, a corporation of the State of
Connecticut, as Surety, are held and firmly bound unto
City of Clermont as
Obligee, in the sum of One Hundred Thousand & 00/100 (\$100,000.00) Dollars, () lawful money of the United States
of America, to be paid unto said Obligee, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The above bound Principal has entered into a written agreement, dated _____, with the
Obligee which grants a Franchise to the Principal Hubbard Construction Company d/b/a Mid-Florida Materials (Area)
1936 Lee Road, #300, Winter Park, FL 32789. Principal has agreed to faithfully perform
and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby
made a part of this bond with like force and effect as if here in set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above named Principal, its successors
or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above mentioned
Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force
and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default
with full details thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Obligee shall learn
of such default, such notice to the believed to Surety at its Home Office in Hartford, Connecticut by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless
asserted or commenced within (12) twelve months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by Surety by Thirty (30) days prior notice in
writing to Principal and to Obligee, such notice to be given in certified mail. Such termination or cancellation shall not affect
any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of
the Surety shall be limited to the amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Obligee, and its
successors and assigns.

IN WITNESS WHEREOF, The above bound Principal and the above bound Surety have hereunto set their hands and seals on
the 9th day of March, 2016.

The term of this bond is for the period commencing March 9, 2016 and expiring on March 9, 2017, unless
released by the Obligee prior thereto; however, the term of this bond may be renewed for an additional one-year period at the
sole option of the Surety by the issuance of a continuation certificate executed by the Surety and the Principal. The liability of
the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative year to year
or period to period and shall in no event exceed the amount set forth in this bond or in any additions, riders or endorsements
properly executed by the surety as supplements thereto.

Neither non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement performance or
payment bond shall constitute default under this bond.

Hubbard Construction Company d/b/a Mid-Florida Materials

By: T. Frederick Depp

Travelers Casualty and Surety Company of America

By: Jessica Iannotta
Jessica Iannotta, Attorney-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 127,187,283	UNEARNED PREMIUMS	\$ 855,349,712
BONDS	3,411,430,837	LOSSES	880,168,443
STOCKS	328,931,879	LOSS ADJUSTMENT EXPENSES	386,911,823
INVESTMENT INCOME DUE AND ACCRUED	46,277,103	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,416	TAXES, LICENSES AND FEES	11,534,868
PREMIUM BALANCES	209,982,904	OTHER EXPENSES	40,097,406
NET DEFERRED TAX ASSET	62,639,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,560
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,882
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,996
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,076,655	POLICYHOLDER DIVIDENDS	7,378,699
		PROVISION FOR REINSURANCE	3,416,605
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,690,766
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,084,142
		ESCHEAT LIABILITY	1,138,046
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	\$ 2,110,676,190
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,874,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,114,657,475
TOTAL ASSETS	\$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	\$ 4,225,233,665

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

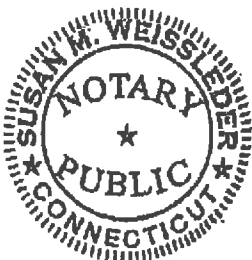
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
19TH DAY OF MARCH, 2016

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017



TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230190

Certificate No. 006518729

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Vivian Carti, Cynthia Farrell, Sandra Diaz, Evangelina L. Dominick, Annette Leuschner, Jessica Iannotta, Kelly O'Malley, and Edward Reilly

of the City of New York, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

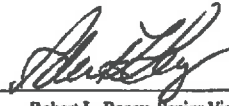
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of November, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this 19th day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

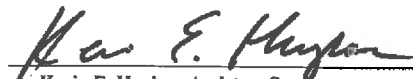
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of March, 2016.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO HUBBARD CONSTRUCTION COMPANY D/B/A MID FLORIDA MATERIALS, PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

The City Council introduced Ordinance 2016-13 on March 22, 2016.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, April 12, 2016 at 6:30pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 29, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Ordinance No. 2016-07; <i>Introduction</i> <i>Police Pension Plan Amendment</i>		
Requested Action		
Move to introduce Ordinance No. 2016-07		
Staff Report		
Ordinance No. 2016-07 is proposed in order to amend the Police Officers Retirement Plan pertaining to the purchase of prior credited service and the creation of a Share Plan. The Plan allows members to purchase prior service as a law enforcement officer with other agencies at their own cost in order to increase their monthly retirement benefit. The current plan requires members to make this decision within three (3) months of date of hire with the City of Clermont. The amendment will eliminate this three (3) month period and will allow members to make this election anytime. The amendment also adds a third payment option if the member chooses to purchase prior credited service. The creation of a Share Plan is pursuant to the recently approved Collective Bargaining Agreement with the Police Officers Union. The Share Plan is created in order to provide extra benefits to plan members based on the Chapter 185, Florida Statutes Insurance Premium Tax Revenues. Both amendments have been recently approved by the Police Officers Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the City.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance No. 2016-07	Ordinance No 2016-07 Police Pension w strikes 03-29-2016.doc
2.	Ad	ORD 2016-07 Police Pension.doc

CITY OF CLERMONT
ORDINANCE No. 2016-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Police Officers' are presently provided pension and certain other benefits under Ordinance No. 304-C and;

WHEREAS, the City Council desires to amend the provisions of the Police Officers' Retirement Plan pursuant to the collective bargaining process;

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that the following sections of the Police Officers' Retirement Plan Adoption Agreement shall be amended to read as follows (note: strikethrough indicates removed words and underlined indicates added):

E. CREDITED SERVICE

Shall mean the total number of years and fractional parts of years of service as a participant during which the participant made required contributions to the plan, omitting intervening years or fractional parts of years when such participant is not employed by the City of Clermont. Credited service shall also include credited service purchased by a member in accordance with this section:

1. Participants who ~~were~~ are employed in a position covered by the plan ~~prior to the effective date of this ordinance~~ may purchase up to a total of five (5) additional years of credited service under the plan for:
 - a. The years and fractional parts of years that a member served as a full-time police officer for any other municipal, county or state law enforcement department in the State of Florida or for full time service as a federal or other state, county or municipal service as a law enforcement officer if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a police officer as defined herein; and/or
 - b. The years or fractional parts of years that a police officer serves or has served on active duty in the military service of the Armed Forces of the

CITY OF CLERMONT
ORDINANCE No. 2016-07

United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City. all or a portion of their previous full-time employment with the federal government, including military service, or any state, county, or city government other than the City of Clermont. Any participant who elects, prior to three (3) months from the effective date of this ordinance to purchase credited service previous full-time employment with the federal government, including military service, or any state, county, or city government other than the City of Clermont, shall pay the full actuarial cost of such credited service on or before six (6) three (3) months from the effective date of this ordinance date of election to purchase such credited service in accordance with subsection (d) (3) below. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the salary for the year preceding the purchase of the service credits. The service credits shall be used for benefit accrual and for satisfying service requirements for benefits.

- ~~2.~~ Participants with a hire date after the effective date of this ordinance may purchase up to five (5) additional years of Credited Service at any time before completing three (3) months of service with the City of Clermont; provided the member has paid into the plan prior to completing six (6) months of service, the full actuarial cost of such Credited Service as determined by the plan actuary. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the employee's annualized starting salary. The service credits shall be used for benefit accrual and for satisfying service requirements for benefits.
23. No additional service credit will be allowed if the participant is receiving or will receive any other retirement benefit based on the prior government service.
34. Payment for the purchase of credited service authorized in subsection (1) ~~and (2)~~, above, shall be made in one of the following manners:
- a. Cash lump sum payment.
 - b. Direct transfer or rollover of an eligible rollover distribution from a qualified plan.

CITY OF CLERMONT
ORDINANCE No. 2016-07

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- c. Any reasonable method established by the Trustees provided, however, that participants similarly situated shall be similarly treated.

Full payment for the purchase of past service credit must be made before separation from City employment.

N. SHARE PLAN

The purpose of this Section is to implement the provisions of Chapter 185, Florida Statutes, and to provide a mechanism to pay required “extra benefits” to police officers based on the growth of premium tax revenue pursuant to Chapter 185. The monies shall be derived exclusively from monies received from the state and not from any additional taxes levied by the City.

Effective January 26, 2016, the City agrees to convert 100% of the Chapter 185 reserve fund to a Share Plan. The total amount shall be credited to each participant based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.

Effective January 26, 2016, the Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant’s account receiving an equal share of the total amount allocated.

All monies received will be placed in the fund, as outlined in Article 4 of the Basic Plan Document, and shall be commingled for investment purposes with the other assets of the City’s retirement pension funds. Separate accounting shall be maintained for all commingled assets.

In accordance with provisions of Chapter 185, Florida Statutes and such other required authority, a police officer, who is a participant, shall be entitled to one share for each year of credited service, as defined below, as a police officer of the City. Each participant shall thereupon have as many shares as years of credited service. The number of years of credited service rendered by each participant shall be determined and a record thereof shall be made on the participant's service record.

CITY OF CLERMONT
ORDINANCE No. 2016-07

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For purposes of this Section, the word, credited service shall mean all time served as a regularly appointed or employed police officer of the City for which regular compensation is paid by the City and all times during which a participant is absent on military leave. It shall include all leave of absences with pay, but shall not include leave of absences during which no regular compensation is paid by the City, except military leave. Credited service for the purposes of the Share Plan only, shall include participants in the DROP.

Available funds shall be credited to active participant share accounts, or participants in the DROP, as of September 30th of the applicable plan year. Available funds shall be prorated to each qualifying police officer in proportion to the number of individual shares for the plan year by credit to the fund.

The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year. After deducting these monies, the remaining monies shall be allocated and credited to the fund on behalf of the respective participants. The City shall bear no expense in the operation of this Share Plan.

Upon termination of employment, the participant shall be paid the entire amount standing to this credit in the fund in a lump sum to the participant as soon as administratively feasible following his termination of employment.

No participant, or designated beneficiary, shall be entitled to payment of their share balance unless the participant or beneficiary becomes eligible for a normal, early, disability, or death benefit from the defined benefit plan. Upon the separation from service of a non-vested participant (as defined in Section J, of the Adoption Agreement), shares shall revert back into this Share Plan and shall be reallocated to the membership unless the former participant returns to service prior to the September 30th allocation date.

If any provisions of this Section or the Plan hereby created shall conflict with the provisions of Chapter 185, Florida Statutes, such conflict shall be resolved in favor of the statutory provisions which are intended to control.

SECTION 2. .

Any portion of the City of Clermont Code or any Ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 3.

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 in separable in meaning and

CITY OF CLERMONT
ORDINANCE No. 2016-07

effect from the section to which such holding shall apply.

4

SECTION 4.

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. 2016-07

5

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

A public meeting to introduce will be held before the City Council on Tuesday, April 12, 2016.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, April 26, 2016 at 6:30pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
April 12, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Ordinance No. 2016-08; <i>Introduction Fire Pension Plan Amendment</i>		
Requested Action		
Move to introduce Ordinance No. 2016-08		
Staff Report		
Ordinance No. 2016-08 is proposed in order to amend the Firefighters Retirement Plan pertaining to the purchase of prior credited service. The Plan allows members to purchase prior service as a firefighter with other agencies at their own cost in order to increase their monthly retirement benefit. The current plan requires members to make this decision within three (3) months of date of hire with the City of Clermont. The amendment will eliminate this three (3) month period and will allow plan members to make this election anytime. The amendment also adds a third payment option if the member chooses to purchase prior credited service. The purchase of prior credited service amendment has been recently approved by the Firefighters Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the City.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord No. 2016-08 Ordinance No 2016-08 Firefighter Pension w strikes 03-29-16.doc		
2. Ad ORD 2016-08 Firefighters Pension.doc		

CITY OF CLERMONT
ORDINANCE No. 2016-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Firefighters' are presently provided pension and certain other benefits under Ordinance No. 304-C and;

WHEREAS, the City Council desires to amend the provisions of the Firefighters' Retirement Plan.

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that the following sections of the Firefighters' Retirement Plan Adoption Agreement shall be amended to read as follows (note: strikethrough indicates removed words and underlined indicates added):

E. CREDITED SERVICE

Shall mean the total number of years and fractional parts of years of service as a participant during which the participant made required contributions to the plan, omitting intervening years or fractional parts of years when such participant is not employed by the City of Clermont. Credited service shall also include credited service purchased by a member in accordance with this section:

1. Participants who ~~were~~ are employed in a position covered by the plan ~~prior to the effective date of this ordinance~~ may purchase up to a total of five (5) additional years of credited service under the plan for:
 - a. The years and fractional parts of years that a member served as a full-time firefighter for any other municipal, county or state firefighting department in the State of Florida or for full time service as a federal or other state, county or municipal service as a firefighter if the prior service is recognized by the Division of State Fire Marshal as provided in Chapter 633, Florida Statutes, or the firefighter provides proof to the Board that such service is equivalent to the service required to meet the definition of a firefighter as defined herein; and/or

CITY OF CLERMONT
ORDINANCE No. 2016-08

- b. The years or fractional parts of years that a firefighter serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City. ~~all or a portion of their previous full-time employment with the federal government, including military service, or any state, county, or city government other than the City of Clermont.~~ Any participant who elects, prior to ~~three (3) months from the effective date of this ordinance~~ to purchase credited service ~~previous full-time employment with the federal government, including military service, or any state, county, or city government other than the City of Clermont,~~ shall pay the full actuarial cost of such credited service on or before ~~six (6)~~ three (3) months from the ~~effective date of this ordinance~~ date of election to purchase such credited service in accordance with subsection ~~(d)~~ (3) below. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the salary for the year preceding the purchase of the service credits. The service credits shall be used for benefit accrual and for satisfying service requirements for benefits.
- ~~2. Participants with a hire date after the effective date of this ordinance may purchase up to five (5) additional years of Credited Service at any time before completing three (3) months of service with the City of Clermont; provided the member has paid into the plan prior to completing six (6) months of service, the full actuarial cost of such Credited Service as determined by the plan actuary. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the employee's annualized starting salary. The service credits shall be used for benefit accrual and for satisfying service requirements for benefits.~~
- ~~23.~~ No additional service credit will be allowed if the participant is receiving or will receive any other retirement benefit based on the prior government service.
- ~~34.~~ Payment for the purchase of credited service authorized in subsection (1) ~~and (2)~~, above, shall be made in one of the following manners:
- a. Cash lump sum payment.
 - b. Direct transfer or rollover of an eligible rollover distribution from a

CITY OF CLERMONT
ORDINANCE No. 2016-08

qualified Plan.

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- c. Any reasonable method established by the Trustees provided,
however, that Participants similarly situated shall be similarly treated.

Full payment for the purchase of past service credit must be made before separation from City employment.

SECTION 2. .

Any portion of the City of Clermont Code or any Ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 3.

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 in separable in meaning and effect from the Section to which such holding shall apply.

SECTION 4.

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. 2016-08

3

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

A public meeting to introduce will be held before the City Council on Tuesday, April 12, 2016.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, April 26, 2016 at 6:30pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
April 12, 2016



AGENDA ITEM

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Ordinance No. 2016-14; <i>Introduction</i> <i>Napleton Annexation</i>		
Requested Action		
Move to introduce Ordinance 2016-14.		
Staff Report		
The owner, The Napleton Group, is requesting annexation of the subject property. A utility agreement with the City was executed on April 22, 2003 in order for the dealership to be constructed. Approximately five acres of the property has been developed as an automotive dealership and is receiving water and sewer services from the City. The owner recently acquired the additional 10 acres north of the current dealership with the intent to expand the dealership and to provide additional inventory parking. This request is being heard concurrently with requests for a large-scale comprehensive plan amendment and rezoning. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial and Regional Office to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District and Agriculture in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2016-14.doc	
2. Location	Location.pdf	
3. Site plan	Site plan.pdf	
4. Napleton Maps	Napleton Clermont Maps 2016.pdf	
5. Application	ANN application.pdf	
6. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, 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, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

A parcel of land located in the northeast 1/4 Section 27; T22S, R26E, Lake County, Florida, more particularly described as follows: Commencing at the north 1/4 corner of said Section 27, thence S89°13'47"E along the north line of said NE 1/4, a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase 1, as recorded in Plat Book 30, Page 42, of the Official Records of Lake County, Florida; thence leaving the north line of said northeast 1/4 S0°07'47"W along the east line of said Greater Hills, Phase 1, a distance of 693.79 Feet to a point on the northerly right of way line of the former Atlantic Coast Line Railroad (50 foot right of way),

CITY OF CLERMONT
ORDINANCE No. 2016-14

thence leaving the East line of said Greater Hills, Phase 1, southeasterly along a non-tangent curve to the left, being also along the northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 651.07 feet (said curve having a radius of 1422.00 feet, a delta angle of 26°14'00", and a chord bearing and distance of S80°26'00"E, 645.40 feet) to a point, said point also being the point of beginning.

Thence continuing southeasterly along a non-tangent curve to the left, being also along the northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 146.14 feet (said curve having a radius of 1422.00 feet, a delta angle of 5°53'17", and a chord bearing and distance of N83°30'22"E, 146.07 feet) to a point; thence continuing along the northerly right of way line of said Atlantic Coast Line Railroad N80°34'55"E a distance of 498.07 feet to a point on the east line of said NE ¼; thence leaving the northerly right of way line of said Atlantic Coast Line Railroad, S0°05'07"W along the east line of said NE ¼ a distance of 464.55 feet to a point on the northerly right of way line of State Route 50 (variable right of way); thence leaving the East line of said NE ¼, N89°23'48"W along the northerly right of way line of said State Route 50, a distance of 60.74 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N0°36'12"E a distance of 18.00 feet to a point; thence continuing along the northerly right of way line of said State Route 50, N89°23'48"W a distance of 576.05 feet to a point; thence leaving the northerly right of way line of said State Route 50, N0°07'47"E a distance of 341.83 feet to the point of beginning.

AND

PARCEL NO. 1:

Begin at the northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence north 88°48'21" west, along the north line of said Section 27, a distance of 305.35 feet; thence south 00°29'36" west, parallel with the east line of the northeast 1/4 of said Section 27, a distance of 740.66 feet to the northerly right of way line of the Seaboard Coastline Railroad; thence north 81°00'36" east, along said right of way, 309.56 feet to the east line of the northeast 1/4 of said Section 27; thence north 00°29'36" east, along said east line, 685.92 feet to the point of beginning. Less a 50-foot easement for ingress and egress over the southerly boundary thereof.

AND

PARCEL NO. 2:

Begin at the northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence north 88°48'21" west, along the north line of said Section 27 a distance of 305.35 feet to a point of beginning, thence continue north 88°48'21" west, along said north line, 284.15 feet; thence south 00°14'44" west, parallel with the east line of the northeast 1/4 of said Section

CITY OF CLERMONT
ORDINANCE No. 2016-14

27, a distance of 787.78 feet to the northerly right of way line of the seaboard Coastline Railroad; thence northeasterly, along said right of way and a curve concave northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the point of tangency; thence north 81°00'36" east, along said right of way line, 188.57 feet; thence north 00°29'36" east, 740.66 feet to the point of beginning. Less a 50-foot easement for ingress and egress over the southerly boundary thereof.

Containing 15.72 Acres +/-

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5.

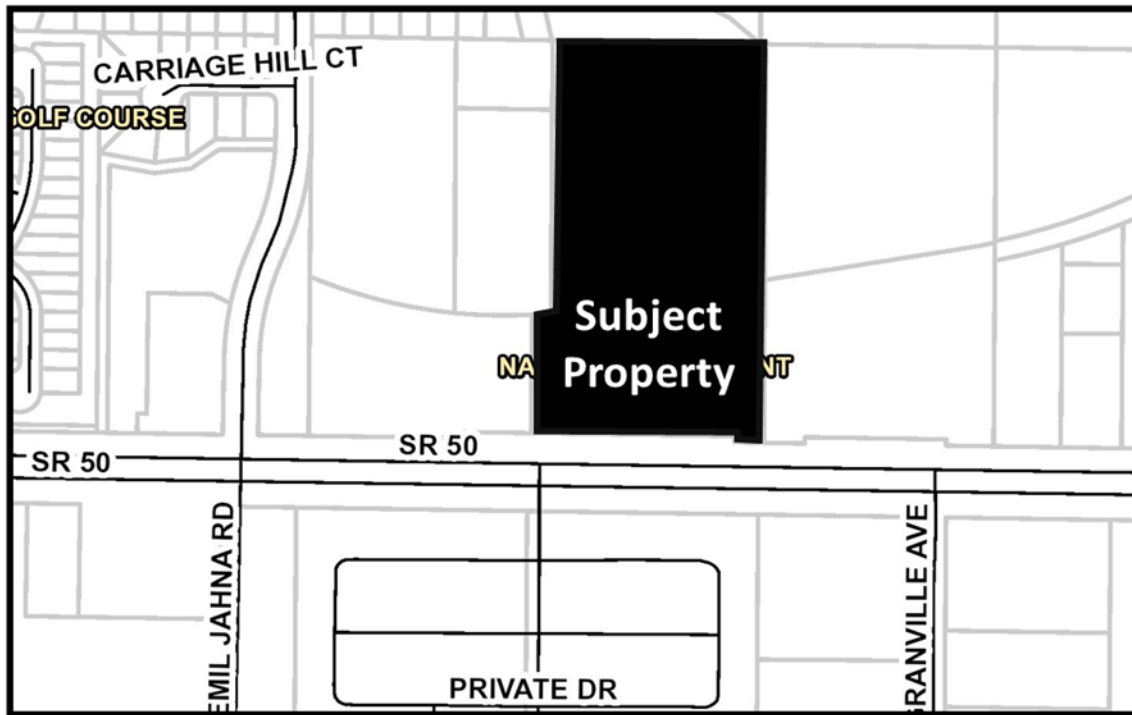
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2016-14

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2016.

CITY OF CLERMONT

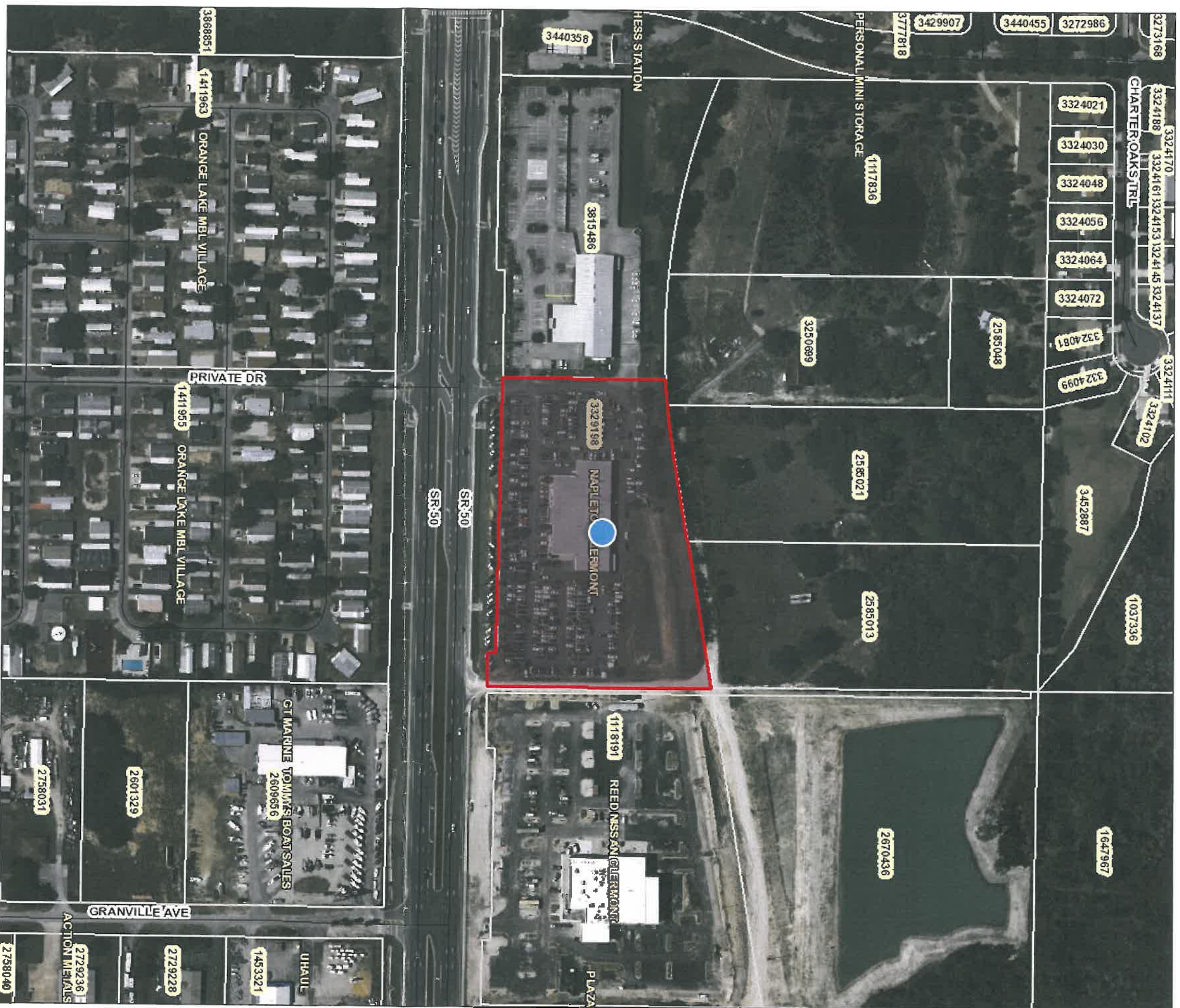
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



November 20, 2015

Override 1

Override 1

County Boundary

Street Names

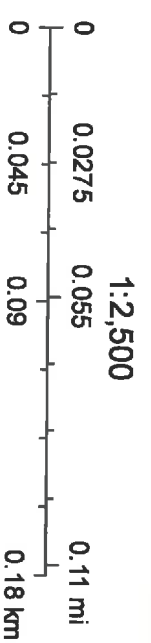
Local Streets

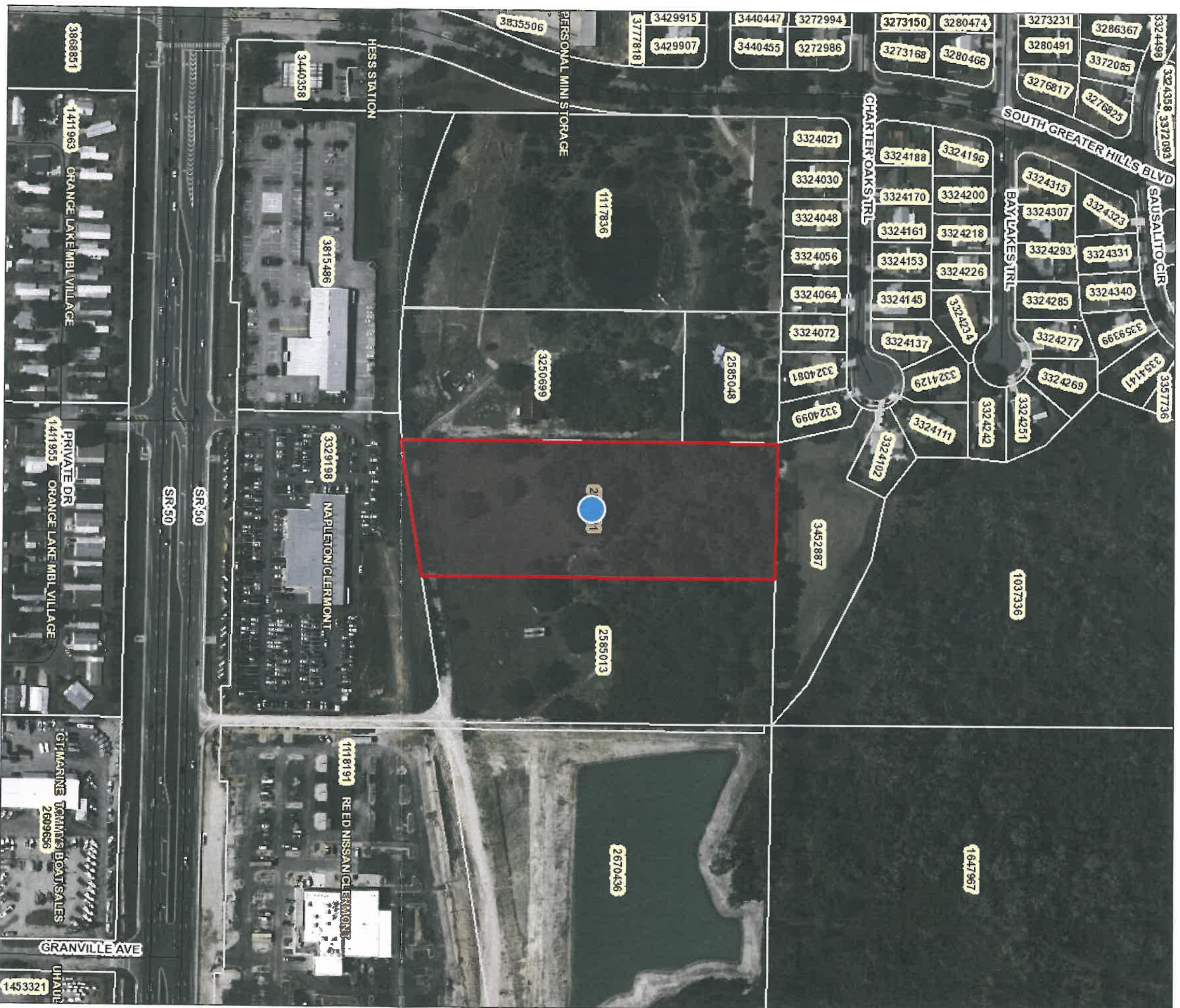
Property Name

Tax Parcel's Alternate Key

Tax Parcels

Surrounding Counties





November 20, 2015

Override 1

Override 1

County Boundary

Street Names

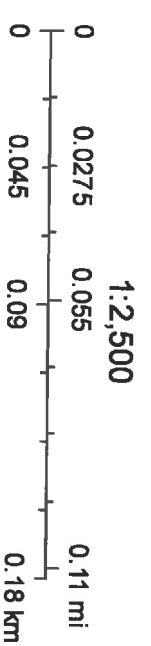
Local Streets

Property Name

Tax Parcel's Alternate Key

Tax Parcels

Surrounding Counties



BOUNDARY SURVEY OF
LANDS OF G&A REAL ESTATE OF DAVIE, INC.

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

(PER SCHEDULE A OF TITLE COMMITMENT # 12-2010-2593)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PD BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 893.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (60 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 581.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00" AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 348.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N80°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 488.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°09'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 484.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.7377 ACRES OF LAND MORE OR LESS.

SURVEYOR'S REPORT & NOTES

- THIS SURVEY WAS MADE FOR THE PARTIES LISTED IN THE CERTIFICATION AND SHALL NOT BE USED BY ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR S89°13'47"E.
- THE PROPERTY DEPICTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- A REVIEW OF FLOOD INSURANCE RATE MAPS FOR LAKE COUNTY, FLORIDA INDICATES THAT THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12080C0565 D, EFFECTIVE DATE JULY 3, 2002.
- RIGHT OF WAY LINES FOR STATE ROAD 50 (STATE PROJECT NUMBER 11070-2305) ARE SHOWN BASED ON THE RIGHT OF WAY MAPS PROVIDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DATED FEBRUARY 1, 1973 AND LAST REVISED DECEMBER 18, 1974.
- THE FORMER ATLANTIC COAST LINE RAILROAD RIGHT OF WAY LOCATION IS BASED ON ADJOINER DEEDS, EVIDENCE IN THE FIELD, AND INFORMATION TAKEN FROM RIGHT OF WAY MAPS PROVIDED BY LAKE COUNTY ENGINEERING DEPARTMENT OF THE ORIGINAL RAILROAD RIGHT OF WAY.
- TITLE INFORMATION WAS PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NUMBER 12-2010-2593, DATED AUGUST 19, 2010. THE FOLLOWING SCHEDULE B-II ITEMS ARE NOTED RELATIVE TO THE SURVEY:
 - ITEM 7: DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2471, PAGE 2330 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IS A 10' EASEMENT OVER EXISTING FACILITIES ON THE SUBJECT PROPERTY AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY.
 - ITEM 8: UTILITIES EASEMENT IN FAVOR OF THE CITY OF CLERMONT, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 1554, PAGE 2424 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IS DEPICTED GRAPHICALLY ON THE SURVEY IN ITS ASSUMED LOCATION (DESCRIPTION OF EASEMENT IS AMBIGUOUS).
 - ITEM 9: ORDINANCE #2001-148 RECORDED IN OFFICIAL RECORDS BOOK 2047, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE DEPICTED GRAPHICALLY (BLANKET TYPE AGREEMENT).
 - ITEM 11: AGREEMENT CONCERNING ACCESS AND OTHER EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3489, PAGE 1396 AND FIRST AMENDMENT THEREON RECORDED IN OFFICIAL RECORDS BOOK 3858, PAGE 740, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IS DEPICTED GRAPHICALLY ON THE SURVEY.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 6J-17.

DATE: 9/21/10
PAUL R. JACKSON, P.S. #710
OR CHRISTOPHER J. STELLY, P.S. #6445

BOUNDARY SURVEY

OF
LANDS OF G & A REAL ESTATE OF DAVIE, INC.
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR
NAPLETON AUTOMOTIVE GROUP

LEADING EDGE
LAND SERVICES

305 W. 34th STREET
ORLANDO, FLORIDA 32811
PHONE: (407) 351-8730
FAX: (407) 351-9991
WWW.LEADINGEDGE.LS.COM
FLORIDA LICENSED BUSINESS NUMBER LB 6946

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A LICENSED SURVEYOR AND MAPPER

ALTA/ACSM LAND TITLE SURVEY OF LANDS OF BILL R. WATSON ESTATE

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

(PER TITLE COMMITMENT ORDER NUMBER 5392394)

PARCEL NO. 1:
BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 309.35 FEET; THENCE SOUTH 00°29'38" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 740.68 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY, 309.58 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00°29'38" EAST, ALONG SAID EAST LINE, 685.92 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:
BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 309.35 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 88°48'21" WEST, ALONG SAID NORTH LINE, 284.15 FEET; THENCE SOUTH 00°14'44" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 787.78 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY AND A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1422.00 FEET AND AN ARC DISTANCE OF 85.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY LINE, 188.57 FEET; THENCE NORTH 00°29'36" EAST, 740.68 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR NAPLETON AUTOMOTIVE GROUP, ADDITIONS OR DELETIONS BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF LEADING EDGE LAND SERVICES, INC.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, GEOID 12A, NBS ADJUSTMENT OF 2011. THE NORTH LINE OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST BEARS N88°57'11"W.
- UNLESS OTHERWISE NOTED, SURVEY MEASUREMENTS AND PLOTTED FEATURES SHOWN ON THIS SURVEY ARE BASED ON ACTUAL FIELD MEASUREMENTS.
- THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS STANDARDS SET FORTH IN ADMINISTRATIVE RULE 6J-17 "STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS."
- THE SUBJECT PROPERTY CONTAINS A TOTAL OF 9.982 ACRES OF LAND, MORE OR LESS.
- THE FOLLOWING WERE USED IN THE PREPARATION OF THIS SURVEY:
 - BOUNDARY SURVEY OF LANDS OF BSA REAL ESTATE OF DAVIS, PREPARED BY LEADING EDGE LAND SERVICES, INC. FOR NAPLETON AUTOMOTIVE GROUP, JOB NUMBER 886-10004, DATED SEPTEMBER 21, 2010.
 - PLAT OF LAKE HIGHLANDS COMPANY SECTION 28 AS RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - A REVIEW OF FLOOD INSURANCE RATE MAPS FOR LAKE COUNTY, FLORIDA, INDICATES THAT A PORTION OF THIS PROPERTY LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED) AND THAT THE REMAINDER OF THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM MAP NUMBER 12003C0100D, REVISED DECEMBER 18, 2012. THE LIMITS OF THE FLOOD ZONE SHOWN ON THIS SURVEY ARE BASED ON DIGITAL DATA AVAILABLE FROM STATEWIDE GIS DATABASE.
 - ACCORDING TO THE LAKE COUNTY, FLORIDA PROPERTY APPRAISER THE SUBJECT PROPERTY IS ZONED A (AGRICULTURE DISTRICT).
 - AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT PROPERTY.
 - AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVABLE EVIDENCE OF SUBJECT PROPERTY USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - TITLE INFORMATION WAS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 5392394, WITH AN EFFECTIVE DATE OF NOVEMBER 13, 2015. THE FOLLOWING SCHEDULE B SECTION II ITEMS ARE NOTED RELATIVE TO THE SURVEY:
 - ITEM #8: DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 762, PAGE 1487 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED GRAPHICALLY ON THE SURVEY.
 - ITEM #9: OVERHEAD ELECTRIC LINE WITHOUT BENEFIT OF AN EASEMENT RUNNING THROUGH THE SOUTHERN BOUNDARY OF THE PROPERTY. AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED GRAPHICALLY ON THE SURVEY.
 - ITEM #10: EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 50 FEET AS SHOWN ON DEEDS RECORDED IN OFFICIAL RECORDS BOOK 740, PAGE 373, OFFICIAL RECORDS BOOK 740, PAGE 377; OFFICIAL RECORDS BOOK 755, PAGE 1133, AND OFFICIAL RECORDS BOOK 4480, PAGE 787. ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS TO PARCEL 1) AND OFFICIAL RECORDS BOOK 40, PAGE 375; OFFICIAL RECORDS BOOK 708, PAGE 1132; OFFICIAL RECORDS BOOK 1153, PAGE 2180 AND OFFICIAL RECORDS BOOK 4121, PAGE 179. ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS TO PARCEL 2) AFFECT THE SUBJECT PROPERTY AND ARE DEPICTED GRAPHICALLY ON THE SURVEY.
 - OBVIOUS LINES OF OCCUPATION (WALLS OR FENCES) WERE OBSERVED DURING THE SURVEY AND ARE SHOWN ON THE SURVEY.
 - NO UNDERGROUND FOOTINGS OR FOUNDATIONS WERE OBSERVED AND NO ATTEMPT TO LOCATE ANY UNDERGROUND FEATURES AFFECTING THE PROPERTY WAS MADE IN THE COURSE OF THIS SURVEY.

LEGEND

- FOUND CONCRETE MONUMENT
 - FOUND IRON PIPE
 - SET NAIL & DISK "LB 6846"
 - SET 5/8" IRON ROD & CAP "LB 5846"
 - WOOD POWER POLE
 - GLY ANCHOR
 - TELEPHONE PEDESTAL
 - TITLE COMMITMENT EXCEPTION NUMBER
 - FENCE LINE
 - OVERHEAD ELECTRIC LINE
 - P.O.C.
 - P.O.B.
 - O.R.
 - P.B.
 - PS.
 - R/W
 - CONC. MON.
 - CCR
 - (C)
 - (D)
 - T
 - R
 - PSM
 - LB
- POINT OF COMMENCEMENT
POINT OF BEGINNING
OFFICIAL RECORDS BOOK
PLAT BOOK
PAGE
RIGHT OF WAY
CONCRETE MONUMENT
CERTIFIED CORNER RECORD
CALCULATED
PER DEED
TOWNSHIP
RANGE
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS

PARCEL 2
BILL R. WATSON TRUSTEE
D.R. 4121, PG. 178
4.982 ACRES

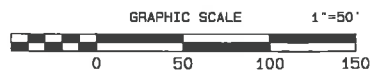
PARCEL 1
15549 STATE ROAD 50
ESTATE OF BILL R. WATSON
D.R. 4480, PG. 787
5.000 ACRES

CURVE TABLE (D)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	ARC
C1	1422.00'	3°00'47"	N82°45'43"E	95.44'	95.46'
C2	1422.00'	2°02'31"	N86°42'21"W	50.67'	50.67'

CURVE TABLE (C)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	ARC
C1	1422.00'	3°00'47"	N82°45'43"E	95.44'	95.46'
C2	1422.00'	2°02'31"	N86°42'21"W	50.67'	50.67'



SURVEYOR'S CERTIFICATION

ALTA/ACSM LAND TITLE SURVEY

BILL R. WATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

NAPLETON AUTOMOTIVE GROUP

LEADING EDGE
LAND SERVICES
8800 BUCKINGHAM DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 381-8700
FAX: (407) 381-8801
www.leadingedge21.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISIONS:

DATE:

JEFFREY D. HUFFUS PSM #6310

DATE OF DRAWING: 16 DEC 2015
MANAGER: JCH
PROJECT NUMBER: 605-15002
FIELD BOOK NUMBER: LE 1000, 1044, 1046, 1048, 1049
LAST FIELD WORK: 08 SEP 2015
CREW CHIEF (S): PHE, MAC, JCH
COMPUTER FILE: E60502A.TA.PRD
SCALE: 1" = 50'
SHEET 1 OF 1

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



 FOUND CONCRETE MONUMENT
 FOUND IRON ROD & CAP
 SET 5/8" IRON ROD & CAP
"LB 6846"
 SET NAIL & DISK "LB 6846"
 SITE BENCHMARK
 CATCH BASIN
 MITERED END SECTION
 WELL
 MANHOLE
 VALVE
 FIRE HYDRANT
 CLEANOUT
 METER
 ELECTRIC BOX
 TELEPHONE PEDESTAL
 SIGN
 WOOD POWER POLE
 GUY ANCHOR
 LIGHT POLE
 UTILITY MARKER
 COLUMN
 OAK TREE
 PINE TREE
 MISCELLANEOUS TREE
 SPOT ELEVATION - HARD SURFACE
 SPOT ELEVATION - GROUND SHOT
 WETLAND FLAG
 HANDICAPPED PARKING SPACE
 FENCE LINE
 OVERHEAD ELECTRIC LINE
 STORM DRAINER LINE
 FINISHED FLOOR ELEVATION
 ELEVATION
 INVERT
 REINFORCED CONCRETE PIPE
 REINFORCED METAL PIPE
 MITERED END SECTION
 RIGHT OF WAY
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSED BUSINESS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

OF

BILL R. WATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

**FOR
NAPLETON AUTOMOTIVE GROUP**

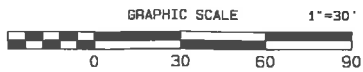
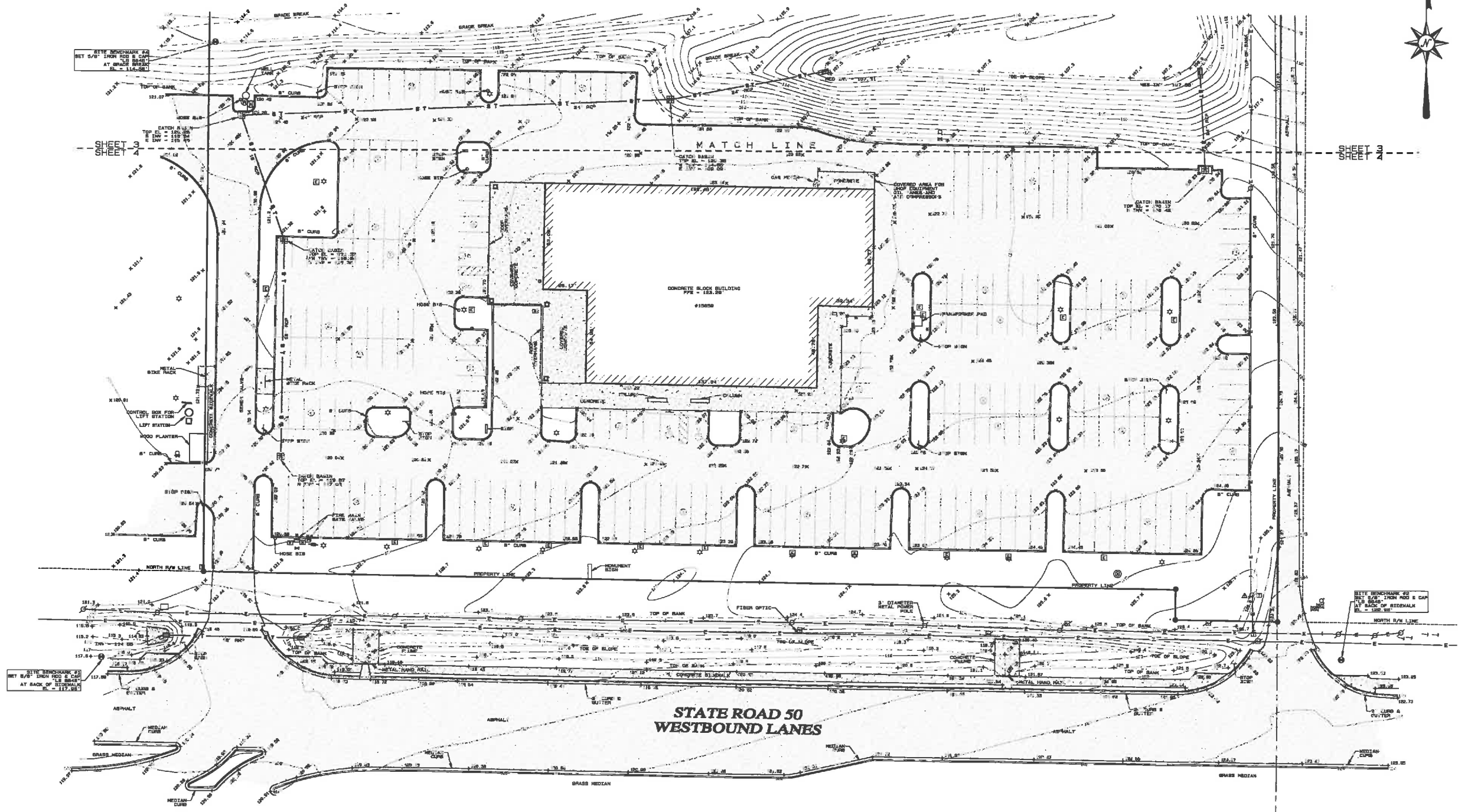
SURVEYOR'S CERTIFICATION

DATE: 02/08/2015

JEFFREY D. HOFFUS PSN #2310

FLORIDA LICENSED BUSINESS NUMBER LB 6846
www.leadingsellers.com

DATE OF DRAWING: 04 SEP 2015	LAST FIELD WORK: 08 SEP 2015
MANAGER: JKH	CEN CHIEF (S): RME, NAC, JKH
PROJECT NUMBER 605-19007	COMPUTER FILE: C60502ALTA.PRO
FIELD BOOK NUMBER LE 1000, 1044, 1048, 1049	SCALE: 1" = 30'
	SHEET 3 OF 4



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 4)

TOPOGRAPHIC & TREE SURVEY

OF
BILL R. WATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR
NAPLETON AUTOMOTIVE GROUP

LEADING EDGE
LAND SERVICES

11000 W. US HWY 1
SUITE 200
ORLANDO, FLORIDA 32835
PHONE: (407) 351-5881
FAX: (407) 351-5881

www.leadingedgefla.com
FLORIDA LICENSED BUSINESS NUMBER LB 6545

REVISIONS:

DATE OF DRAFTING: 04 SEP 2015	LAST FIELD WORK: 08 SEP 2015
WARRIOR: JCH	CREW CHIEF (S): RNE, NAL, JCH
PROJECT NUMBER: 604-1003	COMPUTER FILE: 604024.TA.PRD
FIELD BOOK NUMBER: LE 1000, 1044, 1045, 1046, 1049	SCALE: 1" = 30'
	SHEET 4 OF 4

Exhibit - Location Map
Napleton Clermont

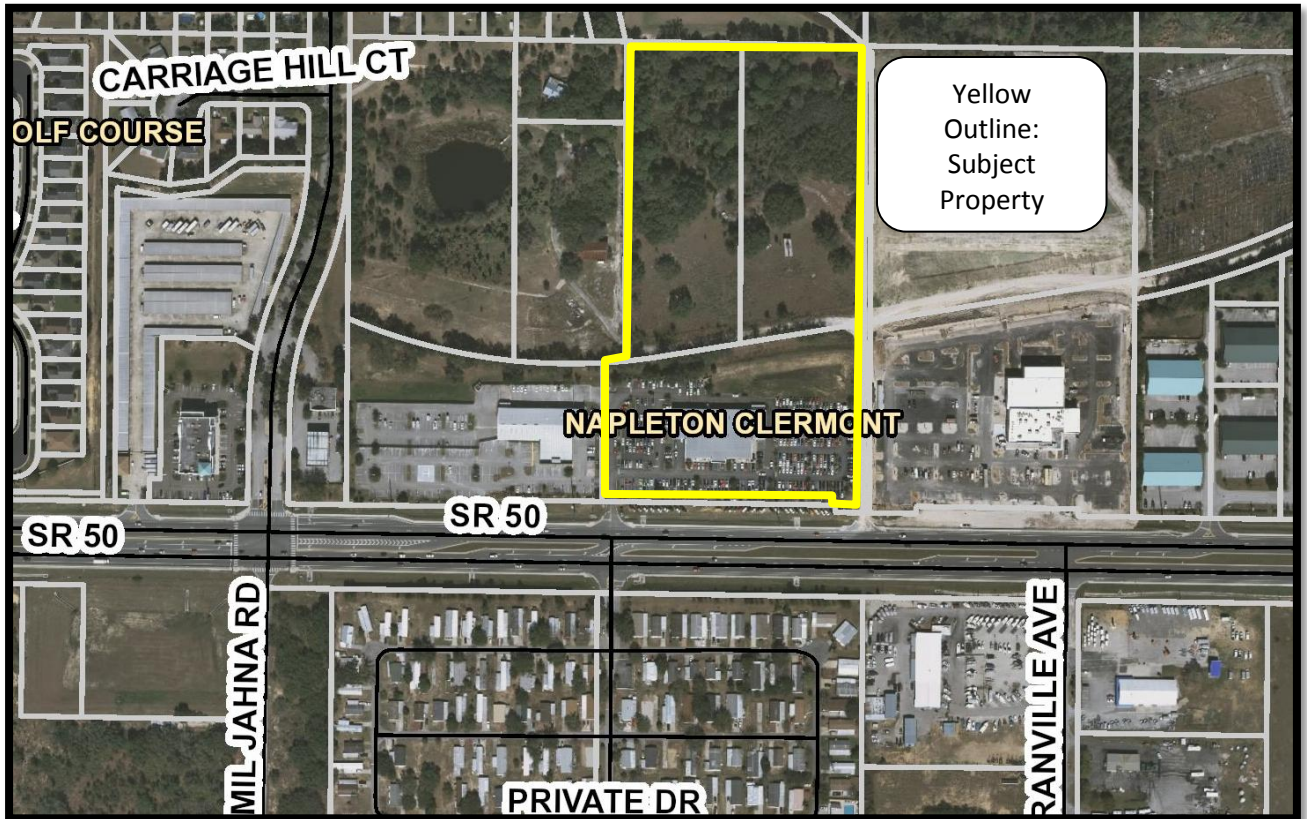
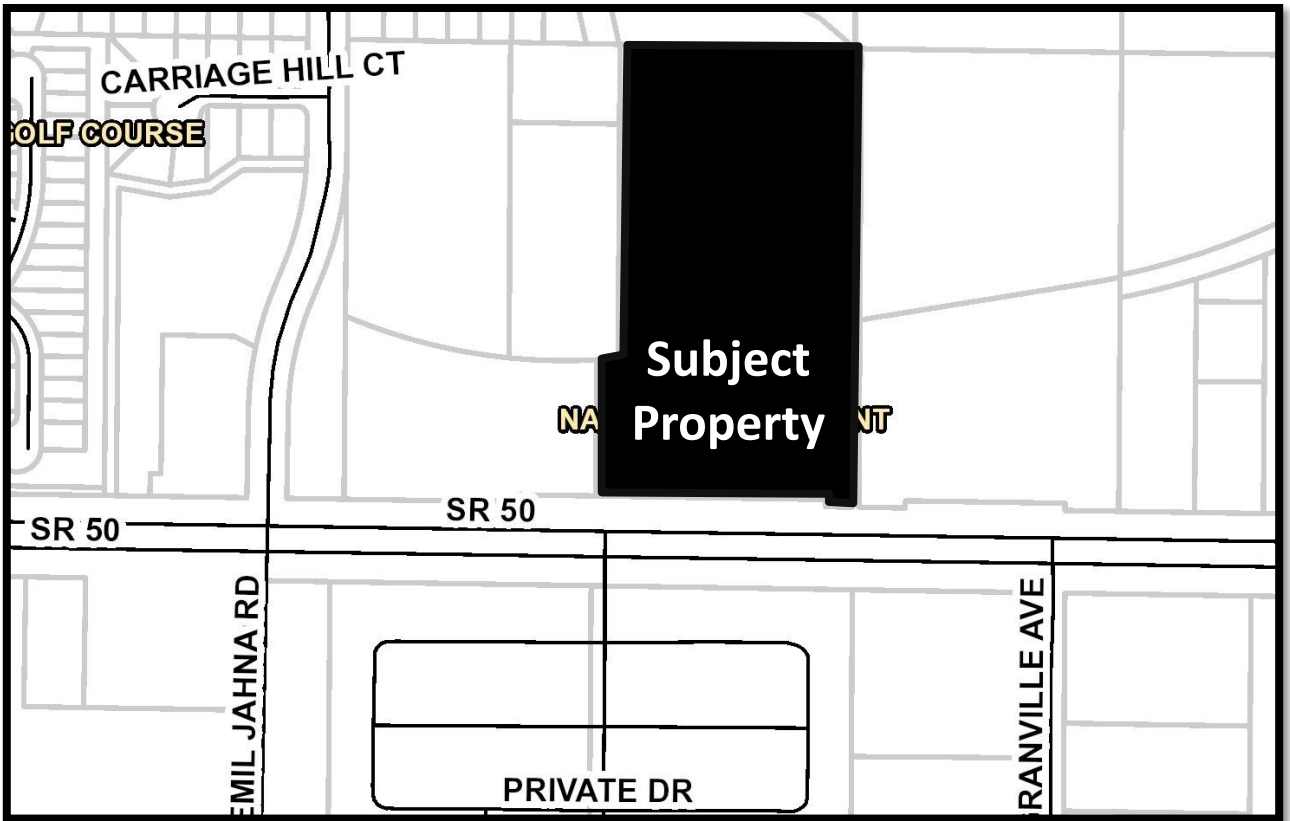


Exhibit – Future Land Use
Napleton Clermont

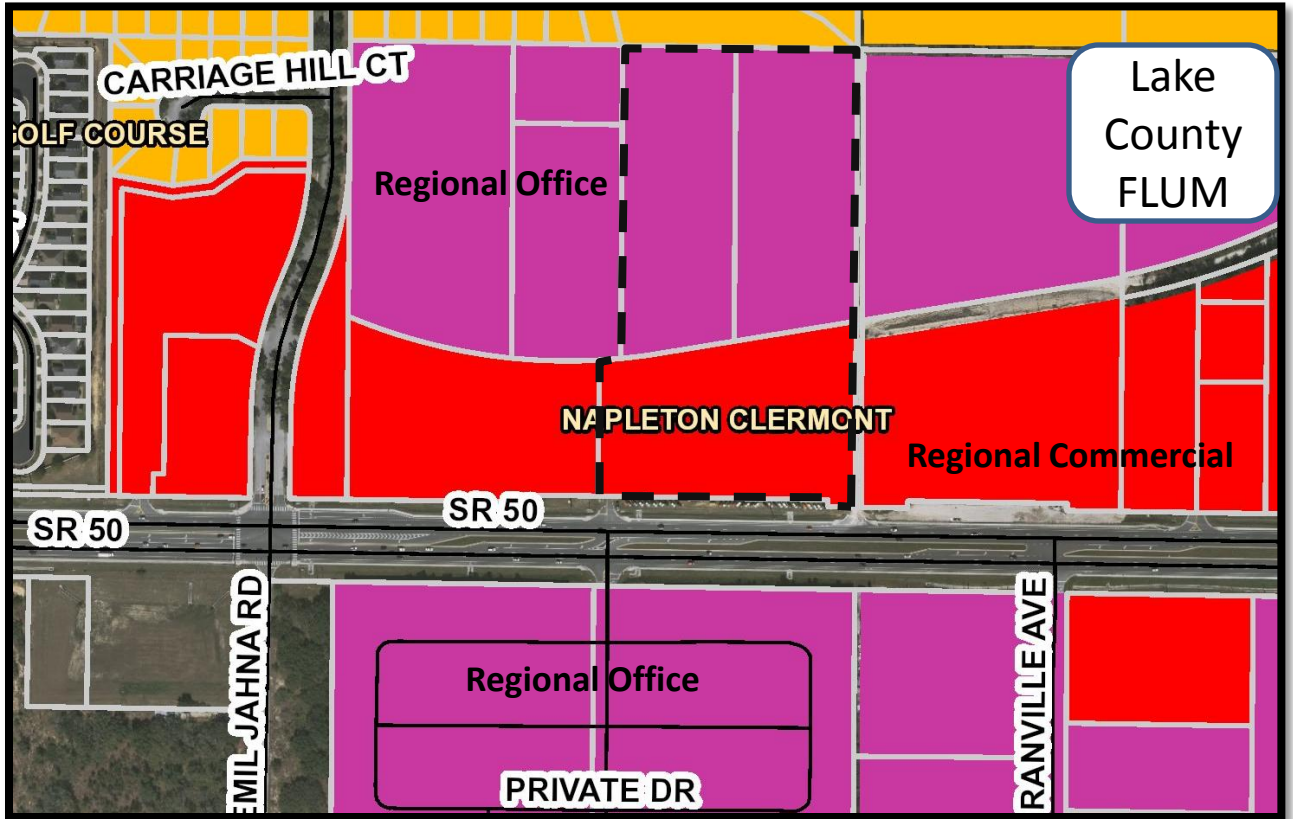
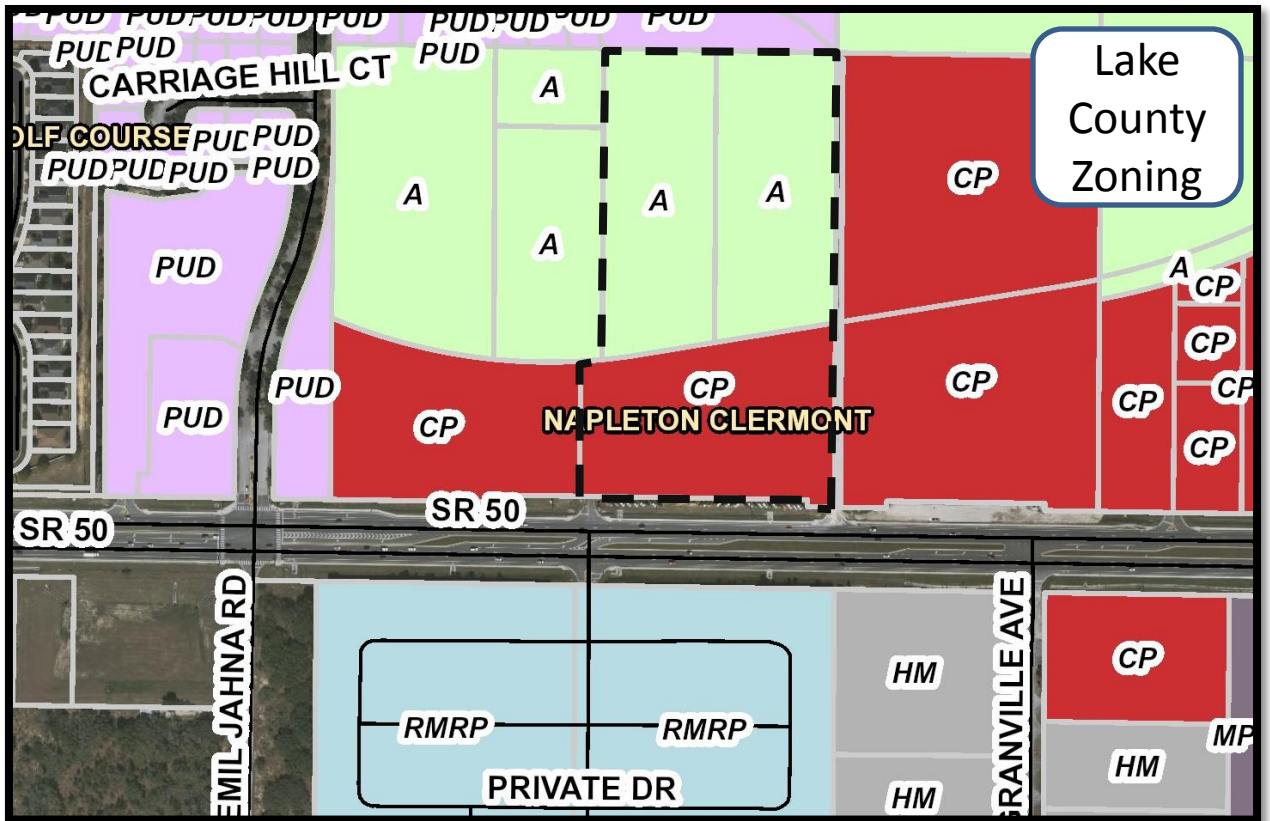


Exhibit – Zoning
Napleton Clermont





APPLICATION & PETITION

DATE: 2-26-16

FEE: \$50.⁰⁰

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

PROJECT NAME (if applicable): Napleton

APPLICANT: Scott A. Glass, Esq.

Address: 300 S. Orange Avenue, Ste. 1000

City: Orlando State: FL Zip: 32801

Phone: 407-835-6964 Fax: 407-849-7264

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Clermont Motors, LLC

Address: c/o The Napleton Group, 1 East Oak Hill Drive

City: Westmont State: IL Zip: 60559

Phone: 630-455-2945 Fax:

AGENT NAME (Affidavit required): Scott A. Glass

Address: See above

City: State: Zip:

Phone: Fax:

E-Mail: sglass@shutts.com

Property address and/or general location: 15859 S.R. 50, Clermont, FL
N OF SR 50, E OF SOUTH GREATER HILLS BLVD., W OF C.R. 455 AND
S OF GREATER HILLS PHASE 2 SUBDIVISION

Area of property: 15.72 +/- acres, and/or +/- sq. ft.

The property is PRESENTLY used for: NEW AUTO DEALERSHIP AND
VACANT PROPERTY

The property is PROPOSED to be used for: NEW AUTO DEALERSHIP



Existing Lake County Land Use* : REGIONAL OFFICE & COMMERCIAL

Existing Lake County Zoning* : A AND CP

*** 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: ONE - AUTO SALES AND SERVICE

State the reason or basis for this request: EXPANSION OF EXISTING DEALERSHIP

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 27, Township 22 S, Range 26 E

SEE ATTACHED.

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 21st day of December, 2015.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

CLERMONT MOTORS, LLC

By: Richard P Brandstatter

Landowner (Petitioner)
RICK BRANDSTATTER, DIR. OF REAL ESTATE

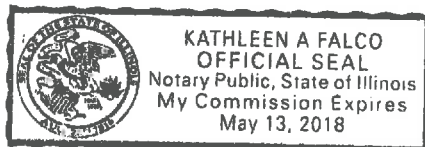
12-21-15

Date

Kathleen A Falco
Notary Public

5-13-2018

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 12-21-15

Before me, the undersigned authority personally appeared RICK BRANDSTATTER AS DIRECTOR OF REAL ESTATE OF CLERMONT MOTORS, LLC (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
EXPANSION OF EXISTING NEW AUTO DEALERSHIP
3. That said authority (owner) has appointed (agent's name) SCOTT A. GLASS 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 Richard P Brandstatter X Scott A Glass
Owner (signature) Agent's (signature)

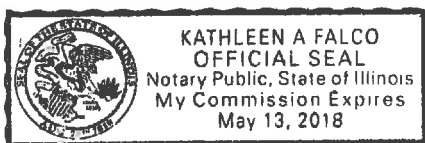
Sworn to and subscribed before me this 21st day of December, 2015.

Kathleen A Falco
Notary Public, State of FL
My commission expires: 5-13-2018

Sworn to and subscribed before me this 28th day of December, 2015.

Yolande G. McKay
Notary Public, State of FL
My commission expires: 11-20-18

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



Record & Return to:

This Document Prepared By and Return to:
Robert S. Forman, Esquire
Forman & Altino, P. A.
2101 West Commercial Blvd., Suite 2800
Fort Lauderdale, FL 33309

CFN 2010099065
Bk 03954 Pgs 2466 - 2467 (2pgs)
DATE: 10/04/2010 10:29:05 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 24,500.00



Parcel ID Number:

Special Warranty Deed

This Indenture, Made this 23rd day of September, 2010 A.D., Between
G & A Real Estate of Davie, Inc., a corporation existing under the laws
of the State of Florida
of the County of **Broward**, State of **Florida**, grantor, and
EFN Clermont Property, LLC, a Florida limited liability company

whose address is: **15859 State Road 50, Clermont, Florida 34711**

of the County of **Lake County**, State of **Florida**, grantee.
Witnesseth that the GRANTOR, for and in consideration of the sum of

TEN DOLLARS (\$10) DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of **Lake** State of **Florida** to wit:

See Exhibit "A" Attached hereto and made a part hereof

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has
good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

G & A Real Estate of Davie, Inc.

Jean Seibold
Printed Name: Jean Seibold
Witness

By: [Signature] (Seal)
Daniel D. Gregory, President
P.O. Address: 2514 Princeton Court
Weston, FL 33327

Betty R. Buffum
Printed Name: Betty R. Buffum
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of September, 2010 by
Daniel D. Gregory, President of G & A Real Estate of Davie, Inc., a
Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his **Florida driver's license** as identification.



Jean Seibold
Printed Name: Jean Seibold
Notary Public
My Commission Expires:

EXHIBIT A

(PARCEL 1):

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4 S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 651.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00", AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 146.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N83°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 464.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

INSTRUMENT #2015139144
OR BK 4721 PG 2428 - 2430 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00

2
Prepared by and return to:
Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Personal Representative Deed

This Warranty Deed made this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, whose post office address is 722 E. Desoto Street, Clermont, Florida 34711, grantor(s), to Clermont Motors, LLC, an Illinois limited liability company, successor by merger to EFN Clermont Property, LLC, a Florida limited liability company, whose post office address is 15859 SR 50, Clermont, FL 34711, grantee(s):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Val Silver
Witness Name: Val Silver

[Signature]
Witness Name: JESSICA S. FLEMING

Betty Shelton
Betty Shelton, as Personal Representative of the Estate
of Bill Russell Watson, deceased

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, who ☐ is personally known or ☒ has produced FLDL as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Jessica S. Fleming

My Commission Expires: 12.14.16

EXHIBIT A

As to Personal Representative Deed

1. Distribution Easement given to Florida Power Corporation, recorded on November 24, 1982 in Official Records Book 762, Page 1457.
2. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 373; Official Records Book 740, Page 377; Official Records Book 795, Page 1133; and Official Records Book 4499, Page 797

INSTRUMENT #2015139145
OR BK 4721 PG 2431 - 2433 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00 DEED DOC \$4060.00

Prepared by and return to:

Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Trustee's Deed

This Warranty Deed executed this 18th day of December, 2015 by Betty Shelton, as Successor Trustee of The Bill R. Watson Trust Agreement, dated January 3, 2012 whose post office address is 722 E. Desoto Street, Clermont, Florida 34711, grantor(s), to Clermont Motors, LLC, an Illinois limited liability company, successor by merger to EFN Clermont Property, LLC, a Florida limited liability company, whose post office address is 15859 SR 50, Clermont, FL 34711, grantee(s):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27 a distance of 305.35 feet to a Point of Beginning; thence continue North 88°48'21" West, along said North line, 284.15 feet; thence South 00°14'44" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 787.78 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence Northeasterly, along said right of way and a curve concave Northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the Point of Tangency; thence North 81°00'36" East, along said right of way line, 188.57 feet; thence North 00°29'36" East, 740.66 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Val Silva
Witness Name: Val Silva

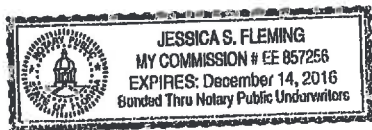
[Signature]
Witness Name: JESSICA FLEMING

Betty Shelton
Betty Shelton, Successor Trustee of The Bill R. Watson
Trust, dated January 3, 2012

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, Successor Trustee of The Bill R. Watson Trust Agreement, dated January 3, 2012, who ☐ is personally known or ☒ has produced FL DL as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: JESSICA Fleming
My Commission Expires: 12.14.16

EXHIBIT A

As to Trustees Deed

1. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 375; Official Records Book 795, Page 1132; Official Records Book 1153, Page 2180; and Official Records Book 4121, Page 178

INSTRUMENT #2015139144
OR BK 4721 PG 2428 - 2430 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00

2
Prepared by and return to:
Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Personal Representative Deed

This Warranty Deed made this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, whose post office address is 722 E. Desoto Street, Clermont, Florida 34711, grantor(s), to Clermont Motors, LLC, an Illinois limited liability company, successor by merger to EFN Clermont Property, LLC, a Florida limited liability company, whose post office address is 15859 SR 50, Clermont, FL 34711, grantee(s):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Val Silver
Witness Name: Val Silver

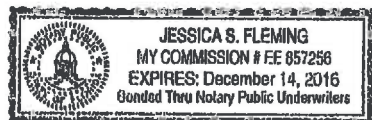
Jessica S. Fleming
Witness Name: JESSICA S. FLEMING

Betty Shelton
Betty Shelton, as Personal Representative of the Estate
of Bill Russell Watson, deceased

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, who ☐ is personally known or ☒ has produced FLOR as identification.

[Notary Seal]



Jessica S. Fleming
Notary Public

Printed Name: JESSICA S. Fleming

My Commission Expires: 12-14-16

EXHIBIT A

As to Personal Representative Deed

1. Distribution Easement given to Florida Power Corporation, recorded on November 24, 1982 in Official Records Book 762, Page 1457.
2. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 373; Official Records Book 740, Page 377; Official Records Book 795, Page 1133; and Official Records Book 4499, Page 797

INSTRUMENT #2015139145
OR BK 4721 PG 2431 - 2433 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00 DEED DOC \$4060.00

Prepared by and return to:

Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Trustee's Deed

This Warranty Deed executed this 18th day of December, 2015 by Betty Shelton, as Successor Trustee of The Bill R. Watson Trust Agreement, dated January 3, 2012 whose post office address is 722 E. Desoto Street, Clermont, Florida 34711, grantor(s), to Clermont Motors, LLC, an Illinois limited liability company, successor by merger to EFN Clermont Property, LLC, a Florida limited liability company, whose post office address is 15859 SR 50, Clermont, FL 34711, grantee(s):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27 a distance of 305.35 feet to a Point of Beginning; thence continue North 88°48'21" West, along said North line, 284.15 feet; thence South 00°14'44" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 787.78 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence Northeasterly, along said right of way and a curve concave Northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the Point of Tangency; thence North 81°00'36" East, along said right of way line, 188.57 feet; thence North 00°29'36" East, 740.66 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Val Silva
Witness Name: Val Silva

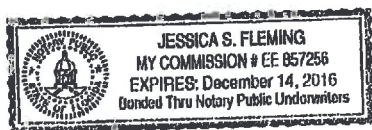
[Signature]
Witness Name: JESSICA FLEMING

Betty Shelton
Betty Shelton, Successor Trustee of The Bill R. Watson
Trust, dated January 3, 2012

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, Successor Trustee of The Bill R. Watson Trust Agreement, dated January 3, 2012, who ☐ is personally known or ☒ has produced FL DL as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: JESSICA Fleming

My Commission Expires: 12.14.16

EXHIBIT A

As to Trustees Deed

1. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 375; Official Records Book 795, Page 1132; Official Records Book 1153, Page 2180; and Official Records Book 4121, Page 178

LEGAL DESCRIPTION

(Clermont Motors LLC Property, a/k/a Napleton Property)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4 S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 651.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00", AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 146.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N83°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 464.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

AND

PARCEL NO. 1:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 305.35 FEET; THENCE SOUTH 00°29'36" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 740.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY, 309.56 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00°29'36" EAST, ALONG SAID EAST LINE, 685.92 FEET TO THE POINT OF BEGINNING. LESS A 50 FOOT EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY BOUNDARY THEREOF.

AND

PARCEL NO. 2:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 305.35 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 88°48'21" WEST, ALONG SAID NORTH LINE, 284.15 FEET; THENCE SOUTH 00°14'44" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 787.78 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY AND A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1422.00 FEET AND AN ARC DISTANCE OF 95.58 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY LINE, 188.57 FEET; THENCE NORTH 00°29'36" EAST, 740.66 FEET TO THE POINT OF BEGINNING. LESS A 50 FOOT EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY BOUNDARY THEREOF.

LEGAL DESCRIPTION

(Clermont Motors LLC Property, a/k/a Napleton Property)

A parcel of land located in the Northeast 1/4 Section 27; T22S, R26E, Lake County, Florida, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 27, Thence S89°13'47"E along the North line of said NE 1/4, a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase 1, as recorded in Plat Book 30, Page 42, of the Official Records of Lake County, Florida; thence leaving the North line of said Northeast 1/4 S0°07'47"W along the East line of said Greater Hills, Phase 1, a distance of 693.79 Feet to a point on the Northerly right of way line of the former Atlantic Coast Line Railroad (50 foot right of way), thence leaving the East line of said Greater Hills, Phase 1, Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 651.07 feet (said curve having a radius of 1422.00 feet, a delta angle of 26°14'00", and a chord bearing and distance of S80°26'00"E, 645.40 feet) to a point, said point also being the point of beginning.

Thence continuing Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 146.14 feet (said curve having a radius of 1422.00 feet, a delta angle of 5°53'17", and a chord bearing and distance of N83°30'22"E, 146.07 feet) to a point; thence continuing along the Northerly right of way line of said Atlantic Coast Line Railroad N80°34'55"E a distance of 498.07 feet to a point on the East line of said NE 1/4; thence leaving the Northerly right of way line of said Atlantic Coast Line Railroad, S0°05'07"W along the East line of said NE 1/4 a distance of 464.55 feet to a point on the Northerly right of way line of State Route 50 (variable right of way); thence leaving the East line of said NE 1/4, N89°23'48"W along the Northerly right of way line of said State Route 50, a distance of 60.74 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N0°36'12"E a distance of 18.00 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N89°23'48"W a distance of 576.05 feet to a point; thence leaving the Northerly right of way line of said State Route 50, N0°07'47"E a distance of 341.83 feet to the point of beginning.

AND

PARCEL NO. 1:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

AND

PARCEL NO. 2:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27 a distance of 305.35 feet to a point of beginning, thence continue North 88°48'21" West, along said North line, 284.15 feet; thence South 00°14'44" West, parallel with the East line of the northeast 1/4 of said Section 27, a distance of 787.78 feet to the Northerly right of way line of the seaboard Coastline Railroad; thence Northeasterly, along said right of way and a curve concave northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the point of tangency; thence North 81°00'36" East, along said right of way line, 188.57 feet; thence North 00°29'36" East, 740.66 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday April 26, 2016 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Napleton Clermont
(Alternate Keys 3329198, 2585013, 2585021)
15859 STATE ROAD 50

LEGAL DESCRIPTION

A parcel of land located in the Northeast 1/4 Section 27; T22S, R26E, Lake County, Florida, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 27, Thence S89°13'47"E along the North line of said NE 1/4, a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase 1, as recorded in Plat Book 30, Page 42, of the Official Records of Lake County, Florida; thence leaving the North line of said Northeast 1/4 S0°07'47"W along the East line of said Greater Hills, Phase 1, a distance of 693.79 Feet to a point on the Northerly right of way line of the former Atlantic Coast Line Railroad (50 foot right of way), thence leaving the East line of said Greater Hills, Phase 1, Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 651.07 feet (said curve having a radius of 1422.00 feet, a delta angle of 26°14'00", and a chord bearing and distance of S80°26'00"E, 645.40 feet) to a point, said point also being the point of beginning.

Thence continuing Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 146.14 feet (said curve having a radius of 1422.00 feet, a delta angle of 5°53'17", and a chord bearing and distance of N83°30'22"E, 146.07 feet) to a point; thence continuing along the Northerly right of way line of said Atlantic Coast Line Railroad N80°34'55"E a distance of 498.07 feet to a point on the East line of said NE 1/4; thence leaving the Northerly right of way line of said Atlantic

Coast Line Railroad, S0°05'07"W along the East line of said NE 1/4 a distance of 464.55 feet to a point on the Northerly right of way line of State Route 50 (variable right of way); thence leaving the East line of said NE 1/4, N89°23'48"W along the Northerly right of way line of said State Route 50, a distance of 60.74 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N0°36'12"E a distance of 18.00 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N89°23'48"W a distance of 576.05 feet to a point; thence leaving the Northerly right of way line of said State Route 50, N0°07'47"E a distance of 341.83 feet to the point of beginning.

AND

PARCEL NO. 1:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

AND

PARCEL NO. 2:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27 a distance of 305.35 feet to a point of beginning, thence continue North 88°48'21" West, along said North line, 284.15 feet; thence South 00°14'44" West, parallel with the East line of the northeast 1/4 of said Section 27, a distance of 787.78 feet to the Northerly right of way line of the seaboard Coastline Railroad; thence Northeasterly, along said right of way and a curve concave northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the point of tangency; thence North 81°00'36" East, along said right of way line, 188.57 feet; thence North 00°29'36" East, 740.66 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

Containing 15.72 Acres +/-

See Map Below

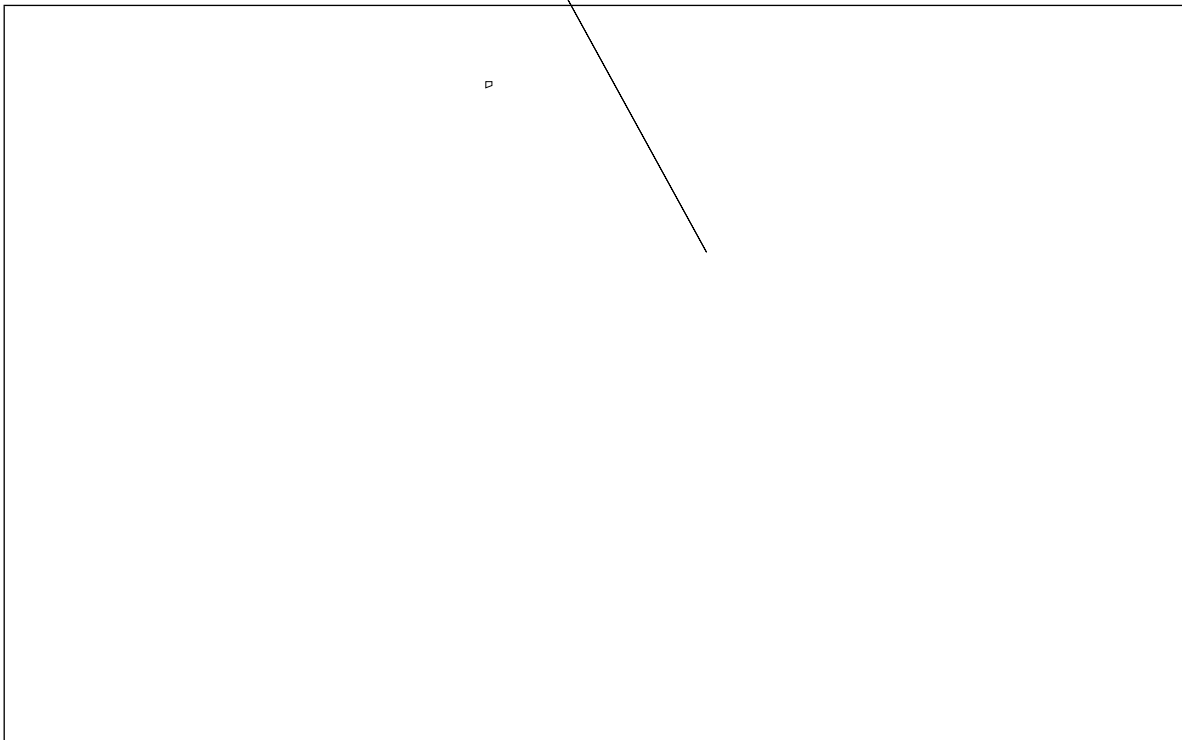
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial
April 5 & 12, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2016		
Agenda Item Name		
Ordinance No. 2016-16; <i>Introduction</i> <i>Napleton Rezoning</i>		
Requested Action		
Move to introduce Ordinance 2016-16.		
Staff Report		
The owner, The Napleton Group, is requesting a rezoning for the existing automotive dealership and vacant property to the north. This request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The property consists of approximately 15 acres, five acres used for an existing automotive dealership and an additional 10 acres that the dealership would like to expand on, mainly for inventory parking. The property is currently zoned Planned Commercial in Lake County for the developed portion of the site and Agriculture for the undeveloped portion. The corresponding zoning in the City for the automotive dealership would be C-2 General Commercial. The vacant property would also be zoned C-2. This property is located north of the existing dealership and has no Highway 50 road frontage. Access to and use of the site would be through the existing automotive dealership. The current stormwater pond will be relocated farther back on the property and redesigned to treat the additional impervious surface on the site. No formal site plans have been submitted at this time, but the overall design elements have been discussed with the owner's representative. The expansion of the site will be required to meet the City's Land Development Code. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District and Agriculture District) to the City's C-2 General Commercial zoning classification. The future land use, once adopted by the City, would support this request. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2016-16.docx	
2. Location	Whole location.pdf	
3. Site plan	Site plan.pdf	

4.	Napleton Maps	Napleton Clermont Maps 2016.pdf
5.	Application	REZ application.pdf
6.	Legal ad	REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2016-16

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, EFFECTIVE DATE, AND PUBLICATION.

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

A parcel of land located in the northeast 1/4 Section 27; T22S, R26E, Lake County, Florida, more particularly described as follows: Commencing at the north 1/4 corner of said Section 27, thence S89°13'47"E along the north line of said NE 1/4, a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase 1, as recorded in Plat Book 30, Page 42, of the Official Records of Lake County, Florida; thence leaving the north line of said northeast 1/4 S0°07'47"W along the east line of said Greater Hills, Phase 1, a distance of 693.79 Feet to a point on the northerly right of way line of the former Atlantic Coast Line Railroad (50 foot right of way), thence leaving the East line of said Greater Hills, Phase 1, southeasterly along a non-tangent curve to the left, being also along the northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 651.07 feet (said curve having a radius of 1422.00 feet, a delta angle of 26°14'00", and a chord bearing and distance of S80°26'00"E, 645.40 feet) to a point, said point also being the point of beginning.

Thence continuing southeasterly along a non-tangent curve to the left, being also along the northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 146.14 feet (said curve having a radius of 1422.00 feet, a delta angle of 5°53'17", and a chord bearing and distance of N83°30'22"E, 146.07 feet) to a point; thence continuing along the northerly right of way line of said Atlantic Coast Line Railroad N80°34'55"E a distance of 498.07 feet to a point on the east line of said NE 1/4; thence leaving the northerly right of way line of said Atlantic Coast Line Railroad, S0°05'07"W along the east line of said NE 1/4 a distance of 464.55 feet to a point on the northerly right of way line of State Route 50 (variable right of way); thence leaving the East line of said NE 1/4, N89°23'48"W along the northerly right of way line of said State Route 50, a distance of 60.74 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N0°36'12"E a distance of 18.00 feet to a point; thence continuing along the northerly right of way line of said State Route 50, N89°23'48"W a distance of 576.05 feet to a point; thence leaving the northerly right of way line of said State Route 50, N0°07'47"E a distance of 341.83 feet to the point of beginning.

CITY OF CLERMONT
ORDINANCE No. 2016-16

AND

PARCEL NO. 1:

Begin at the northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence north 88°48'21" west, along the north line of said Section 27, a distance of 305.35 feet; thence south 00°29'36" west, parallel with the east line of the northeast 1/4 of said Section 27, a distance of 740.66 feet to the northerly right of way line of the Seaboard Coastline Railroad; thence north 81°00'36" east, along said right of way, 309.56 feet to the east line of the northeast 1/4 of said Section 27; thence north 00°29'36" east, along said east line, 685.92 feet to the point of beginning. Less a 50-foot easement for ingress and egress over the southerly boundary thereof.

AND

PARCEL NO. 2:

Begin at the northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence north 88°48'21" west, along the north line of said Section 27 a distance of 305.35 feet to a point of beginning, thence continue north 88°48'21" west, along said north line, 284.15 feet; thence south 00°14'44" west, parallel with the east line of the northeast 1/4 of said Section 27, a distance of 787.78 feet to the northerly right of way line of the seaboard Coastline Railroad; thence northeasterly, along said right of way and a curve concave northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the point of tangency; thence north 81°00'36" east, along said right of way line, 188.57 feet; thence north 00°29'36" east, 740.66 feet to the point of beginning. Less a 50-foot easement for ingress and egress over the southerly boundary thereof.

Containing 15.72 Acres +/-

LOCATION

Napleton Clermont, 15859 State Road 50
Alternate Keys 3329198, 2585013, 2585021

FROM: UE Urban Estate
TO: C-2 General Commercial

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

CITY OF CLERMONT
ORDINANCE No. 2016-16

2

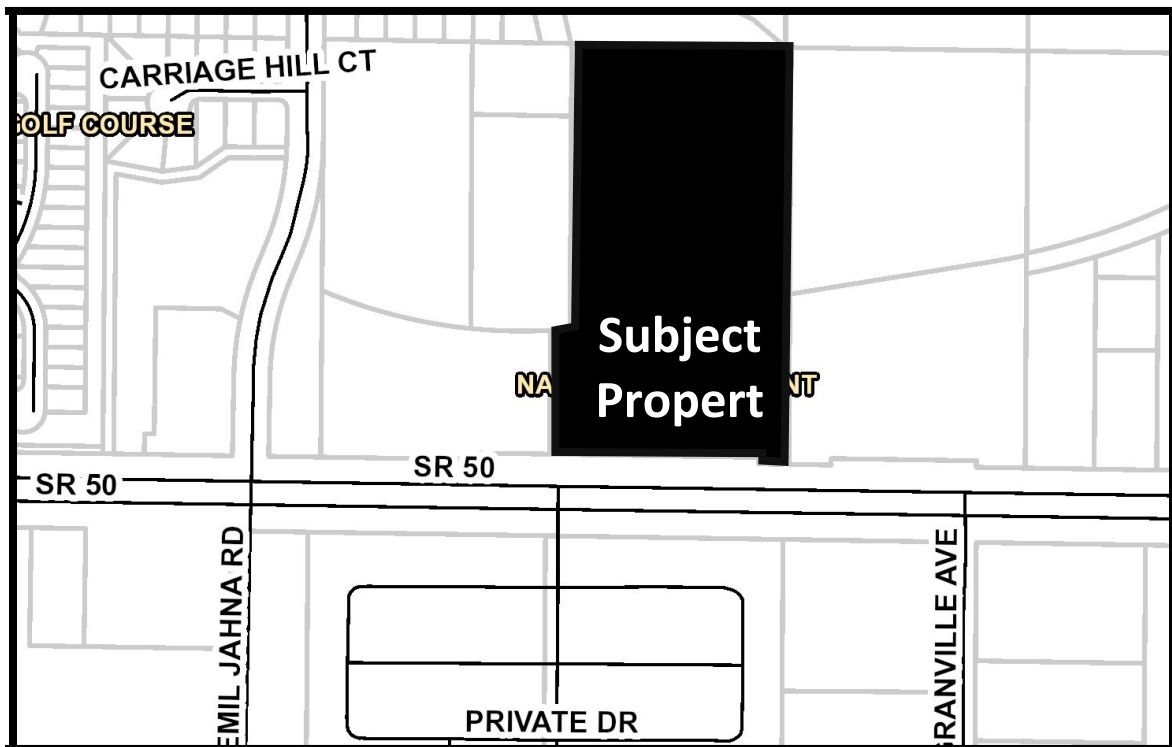
SECTION 3:

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:

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:



3

CITY OF CLERMONT
ORDINANCE No. 2016-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

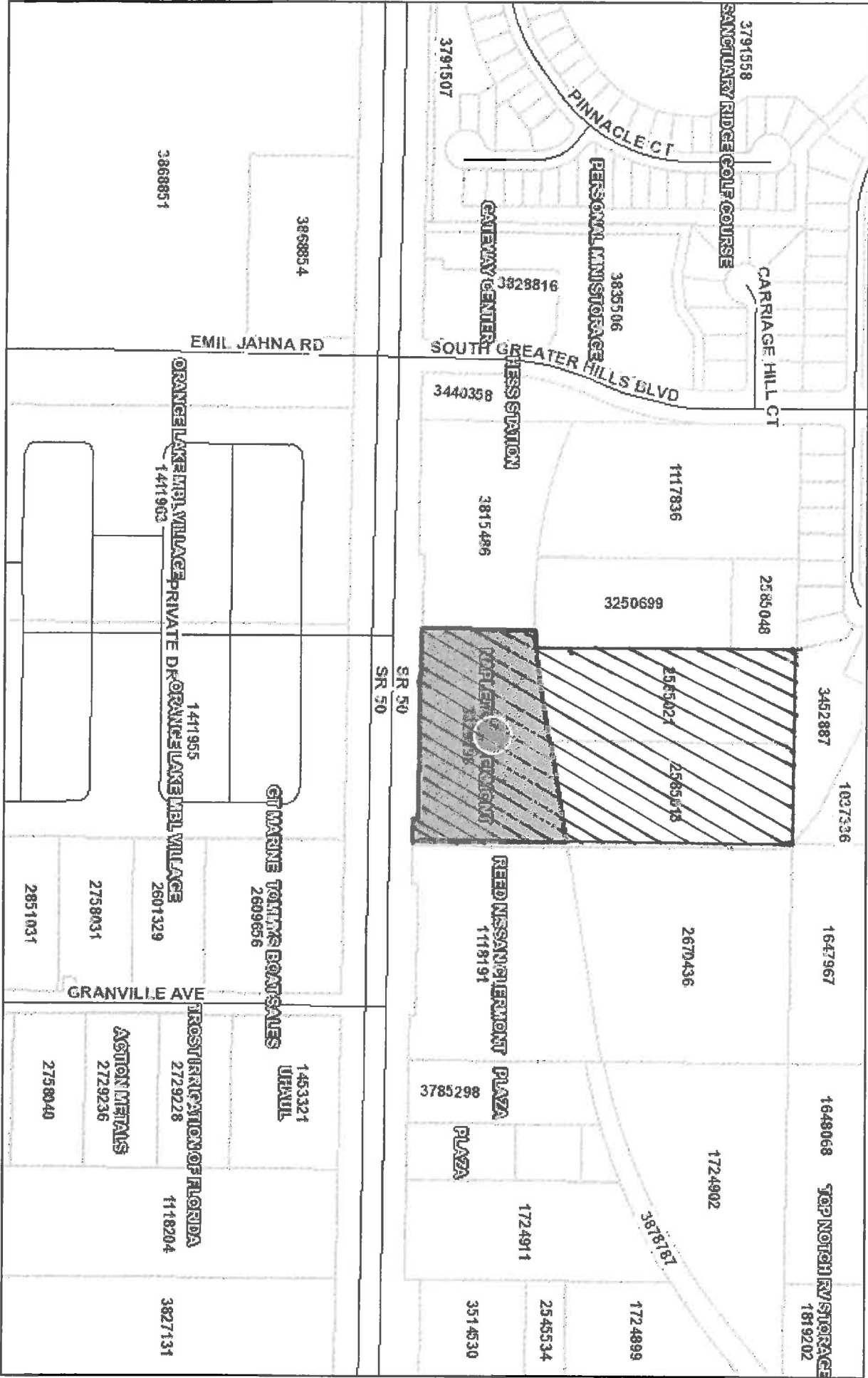
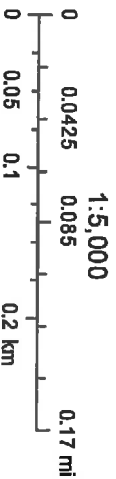
November 20, 2015

☒ Override 1

☐ County Boundary
Street Names

☐ Property Name
Tax Parcels Alternate Key

☐ Surrounding Counties
Tax Parcels



BOUNDARY SURVEY OF
LANDS OF G&A REAL ESTATE OF DAVIE, INC.

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

(PER SCHEDULE A OF TITLE COMMITMENT # 12-2010-2593)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PD BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 893.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 581.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00" AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 348.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N80°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 488.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°09'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 484.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.7377 ACRES OF LAND MORE OR LESS.

SURVEYOR'S REPORT & NOTES

- THIS SURVEY WAS MADE FOR THE PARTIES LISTED IN THE CERTIFICATION AND SHALL NOT BE USED BY ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR S89°13'47"E.
- THE PROPERTY DEPICTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- A REVIEW OF FLOOD INSURANCE RATE MAPS FOR LAKE COUNTY, FLORIDA INDICATES THAT THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12080C0565 D, EFFECTIVE DATE JULY 3, 2002.
- RIGHT OF WAY LINES FOR STATE ROAD 50 (STATE PROJECT NUMBER 11070-2305) ARE SHOWN BASED ON THE RIGHT OF WAY MAPS PROVIDED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DATED FEBRUARY 1, 1973 AND LAST REVISED DECEMBER 18, 1974.
- THE FORMER ATLANTIC COAST LINE RAILROAD RIGHT OF WAY LOCATION IS BASED ON ADJOINER DEEDS, EVIDENCE IN THE FIELD, AND INFORMATION TAKEN FROM RIGHT OF WAY MAPS PROVIDED BY LAKE COUNTY ENGINEERING DEPARTMENT OF THE ORIGINAL RAILROAD RIGHT OF WAY.
- TITLE INFORMATION WAS PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NUMBER 12-2010-2593, DATED AUGUST 19, 2010. THE FOLLOWING SCHEDULE B-II ITEMS ARE NOTED RELATIVE TO THE SURVEY:
 - ITEM 7: DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2471, PAGE 2330 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IS A 10' EASEMENT OVER EXISTING FACILITIES ON THE SUBJECT PROPERTY AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY.
 - ITEM 8: UTILITIES EASEMENT IN FAVOR OF THE CITY OF CLERMONT, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 1554, PAGE 2424 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IS DEPICTED GRAPHICALLY ON THE SURVEY IN ITS ASSUMED LOCATION (DESCRIPTION OF EASEMENT IS AMBIGUOUS).
 - ITEM 9: ORDINANCE #2001-148 RECORDED IN OFFICIAL RECORDS BOOK 2047, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE DEPICTED GRAPHICALLY (BLANKET TYPE AGREEMENT).
 - ITEM 11: AGREEMENT CONCERNING ACCESS AND OTHER EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3489, PAGE 1396 AND FIRST AMENDMENT THEREON RECORDED IN OFFICIAL RECORDS BOOK 3858, PAGE 740, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IS DEPICTED GRAPHICALLY ON THE SURVEY.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING ACT AND THE FLORIDA BOARD OF SURVEYING AND MAPPING, AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 6J-17.

DATE: 9/2/10
PAUL R. JACKSON, P.S.M. #710
OR CHRISTOPHER J. STELLY, P.S.M. #6445

BOUNDARY SURVEY

OF
LANDS OF G & A REAL ESTATE OF DAVIE, INC.
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR
NAPLETON AUTOMOTIVE GROUP

LEADING EDGE
LAND SERVICES

305 W. 34th STREET
OCLAND, FLORIDA 32811
PHONE: (407) 351-8730
FAX: (407) 351-9991
WWW.LEADINGEDGE.LS.COM
FLORIDA LICENSED BUSINESS NUMBER LB 6946

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A LICENSED SURVEYOR AND MAPPER

ALTA/ACSM LAND TITLE SURVEY OF LANDS OF BILL R. WATSON ESTATE

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

(PER TITLE COMMITMENT ORDER NUMBER 5392394)

PARCEL NO. 1:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 309.35 FEET; THENCE SOUTH 00°29'38" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 740.68 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY, 309.58 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00°29'38" EAST, ALONG SAID EAST LINE, 685.92 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 309.35 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 88°48'21" WEST, ALONG SAID NORTH LINE, 284.15 FEET; THENCE SOUTH 00°14'44" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 787.78 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY AND A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1422.00 FEET AND AN ARC DISTANCE OF 85.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY LINE, 188.57 FEET; THENCE NORTH 00°29'38" EAST, 740.68 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR NAPLETON AUTOMOTIVE GROUP, ADDITIONS OR DELETIONS BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF LEADING EDGE LAND SERVICES, INC.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, GEOID 12A, NBS ADJUSTMENT OF 2011. THE NORTH LINE OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST BEARS N88°57'11"W.
- UNLESS OTHERWISE NOTED, SURVEY MEASUREMENTS AND PLOTTED FEATURES SHOWN ON THIS SURVEY ARE BASED ON ACTUAL FIELD MEASUREMENTS.
- THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS STANDARDS SET FORTH IN ADMINISTRATIVE RULE 6J-17 "STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS."
- THE SUBJECT PROPERTY CONTAINS A TOTAL OF 9.982 ACRES OF LAND, MORE OR LESS.
- THE FOLLOWING WERE USED IN THE PREPARATION OF THIS SURVEY:
 - BOUNDARY SURVEY OF LANDS OF BSA REAL ESTATE OF DAVIS, PREPARED BY LEADING EDGE LAND SERVICES, INC. FOR NAPLETON AUTOMOTIVE GROUP, JOB NUMBER 886-10004, DATED SEPTEMBER 21, 2010.
 - PLAT OF LAKE HIGHLANDS COMPANY SECTION 28 AS RECORDED IN PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - A REVIEW OF FLOOD INSURANCE RATE MAPS FOR LAKE COUNTY, FLORIDA, INDICATES THAT A PORTION OF THIS PROPERTY LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED) AND THAT THE REMAINDER OF THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM MAP NUMBER 12003C01002, REVISED DECEMBER 18, 2012. THE LIMITS OF THE FLOOD ZONE SHOWN ON THIS SURVEY ARE BASED ON DIGITAL DATA AVAILABLE FROM STATEWIDE GIS DATABASE.
 - ACCORDING TO THE LAKE COUNTY, FLORIDA PROPERTY APPRAISER THE SUBJECT PROPERTY IS ZONED A (AGRICULTURE DISTRICT).
 - AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT PROPERTY.
 - AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVABLE EVIDENCE OF SUBJECT PROPERTY USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - TITLE INFORMATION WAS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 5392394, WITH AN EFFECTIVE DATE OF NOVEMBER 13, 2015. THE FOLLOWING SCHEDULE B SECTION II ITEMS ARE NOTED RELATIVE TO THE SURVEY:
 - ITEM #8: DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 762, PAGE 1487 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED GRAPHICALLY ON THE SURVEY.
 - ITEM #9: OVERHEAD ELECTRIC LINE WITHOUT BENEFIT OF AN EASEMENT RUNNING THROUGH THE SOUTHERN BOUNDARY OF THE PROPERTY. AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED GRAPHICALLY ON THE SURVEY.
 - ITEM #10: EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 50 FEET AS SHOWN ON DEEDS RECORDED IN OFFICIAL RECORDS BOOK 740, PAGE 373, OFFICIAL RECORDS BOOK 740, PAGE 377; OFFICIAL RECORDS BOOK 755, PAGE 1133, AND OFFICIAL RECORDS BOOK 4480, PAGE 787. ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS TO PARCEL 1) AND OFFICIAL RECORDS BOOK 40, PAGE 375; OFFICIAL RECORDS BOOK 708, PAGE 1132; OFFICIAL RECORDS BOOK 1153, PAGE 2180 AND OFFICIAL RECORDS BOOK 4121, PAGE 179. ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (AS TO PARCEL 2) AFFECT THE SUBJECT PROPERTY AND ARE DEPICTED GRAPHICALLY ON THE SURVEY.
 - OBVIOUS LINES OF OCCUPATION (WALLS OR FENCES) WERE OBSERVED DURING THE SURVEY AND ARE SHOWN ON THE SURVEY.
 - NO UNDERGROUND FOOTINGS OR FOUNDATIONS WERE OBSERVED AND NO ATTEMPT TO LOCATE ANY UNDERGROUND FEATURES AFFECTING THE PROPERTY WAS MADE IN THE COURSE OF THIS SURVEY.

LEGEND

- FOUND CONCRETE MONUMENT
- FOUND IRON PIPE
- △ SET NAIL & DISK "LB 6846"
- SET 5/8" IRON ROD & CAP "LB 5846"
- ⊥ WOOD POWER POLE
- ⊥ GUY ANCHOR
- ⊥ TELEPHONE PEDESTAL
- △ TITLE COMMITMENT EXCEPTION NUMBER
- FENCE LINE
- OVERHEAD ELECTRIC LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.S. PAGE
- R/W RIGHT OF WAY
- CONC. MON. CONCRETE MONUMENT
- CCR CERTIFIED CORNER RECORD
- (C) CALCULATED
- (D) PER DEED
- T TOWNSHIP
- R RANGE
- PSM PROFESSIONAL SURVEYOR & MAPPER
- LB LICENSED BUSINESS

PARCEL 2
BILL R. WATSON TRUSTEE
D.R. 4121, PG. 178
4.982 ACRES

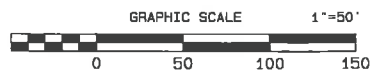
PARCEL 1
15949 STATE ROAD 50
ESTATE OF BILL R. WATSON
D.R. 4480, PG. 787
5.000 ACRES

CURVE TABLE (D)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	ARC
C1	1422.00'	3°00'47"	N82°45'43"E	95.44'	95.46'
C2	1422.00'	2°02'31"	N86°42'21"W	50.67'	50.67'

CURVE TABLE (C)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	ARC
C1	1422.00'	3°00'47"	N82°45'43"E	95.44'	95.46'
C2	1422.00'	2°02'31"	N86°42'21"W	50.67'	50.67'



SURVEYOR'S CERTIFICATION

ALTA/ACSM LAND TITLE SURVEY

BILL R. WATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

NAPLETON AUTOMOTIVE GROUP

LEADING EDGE
LAND SERVICES

8800 BUCKINGHAM DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 381-8700
FAX: (407) 381-8801

FLORIDA LICENSED BUSINESS NUMBER LB 6846

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

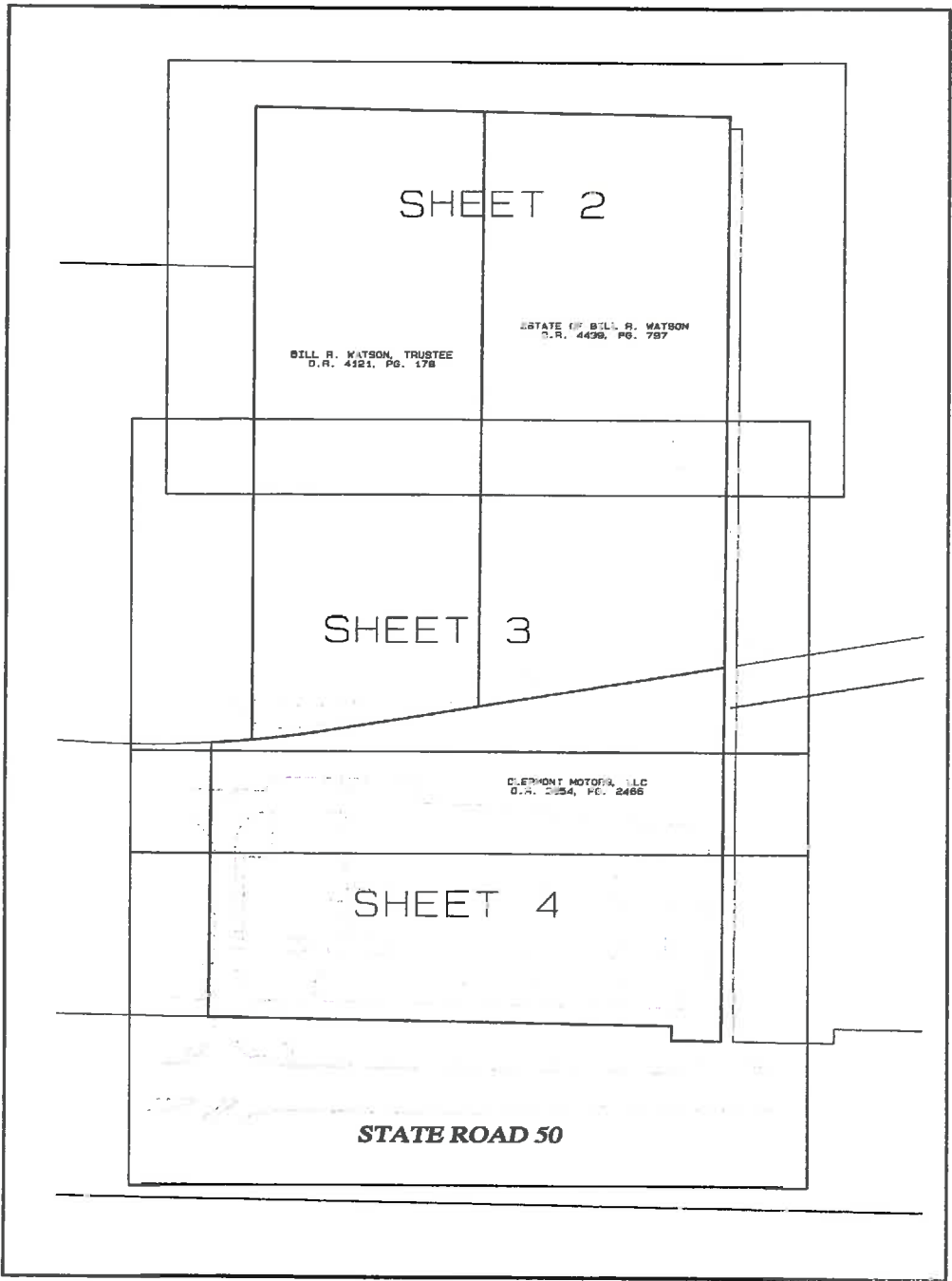
REVISIONS:

DATE: _____
JEFFREY D. HUFFUS PSM #6310

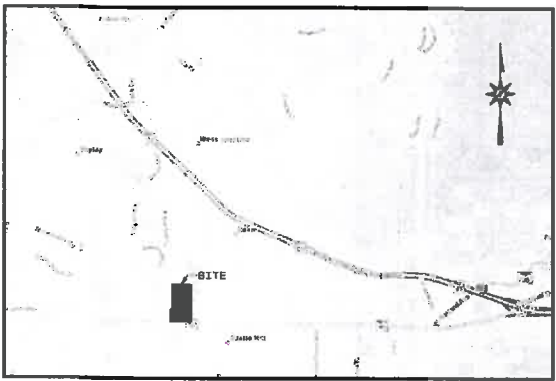
DATE OF DRAWING: 16 DEC 2015
MANAGER: JCH
PROJECT NUMBER: 605-15002
FIELD BOOK NUMBER: LE 1000, 1044, 1046, 1048, 1049
LAST FIELD WORK: 08 SEP 2015
CREW CHIEF (S): PHE, MAC, JCH
COMPUTER FILE: E60502A.TA.PRD
SCALE: 1" = 50'
SHEET 1 OF 1

TOPOGRAPHIC & TREE SURVEY OF BILL R. WATSON ESTATE AND CLERMONT MOTORS, LLC

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



SHEET INDEX
SCALE 1" = 100'



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES SHOWN HEREON ARE TAKEN FROM THE FOLLOWING:
A. BOUNDARY SURVEY OF LANDS OF SEA REAL ESTATE OF DAVID, PREPARED BY LEADING EDGE LAND SERVICES, INC. FOR NAPLETON AUTOMOTIVE GROUP, JOB NUMBER 805-10001, DATED SEPTEMBER 21, 2010.
B. ALTA/ACSM LAND TITLE SURVEY OF LANDS OF BILL R. WATSON ESTATE, PREPARED BY LEADING EDGE LAND SERVICES, INC. FOR NAPLETON AUTOMOTIVE GROUP, JOB NUMBER 805-10002, DATED AUGUST 27, 2010.
2. THIS TOPOGRAPHIC SURVEY WAS PREPARED FOR NAPLETON AUTOMOTIVE GROUP. ADDITIONS OR DELETIONS BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF LEADING EDGE LAND SERVICES, INC.
3. THIS TOPOGRAPHIC SURVEY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE INFORMATION WAS PROVIDED TO THE SURVEYOR.
4. UNLESS OTHERWISE NOTED, SURVEY MEASUREMENTS AND PLOTTED FEATURES SHOWN ON THIS SURVEY ARE BASED ON ACTUAL FIELD MEASUREMENTS.
5. THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS STANDARDS SET FORTH IN ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS.
6. THE VERTICAL DATUM FOR THIS SURVEY IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATIONS WERE DERIVED FROM 2005 FLORIDA PERMANENT REFERENCE NETWORK (FPRN) VIA REAL-TIME KINETIC ATTITUDE OBSERVATIONS. SITE BENCHMARKS ARE SHOWN AND DESCRIBED GRAPHICALLY ON THE SURVEY.
7. ONLY VISIBLE IMPROVEMENTS WERE LOCATED AND ARE SHOWN AS PART OF THIS SURVEY. NO ATTEMPT WAS MADE TO LOCATE OR VERIFY SUBSURFACE IMPROVEMENTS OR ENCROACHMENTS.
8. A REVIEW OF FLOOD INSURANCE RATE MAPS FOR LAKE COUNTY, FLORIDA, INDICATES THAT A PORTION OF THIS PROPERTY LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO AN ANNUAL CHANCE FLOOD). NO BASE FLOOD ELEVATIONS DETERMINED AND THAT THE REMAINDER OF THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM MAP NUMBER 1201000000, REVISED DECEMBER 30, 2010. THE LIMITS OF THE FLOOD ZONE SHOWN ON THIS SURVEY ARE BASED ON DIGITAL DATA AVAILABLE FROM STATISTICAL GIS DATAWARE.

LEGEND

- FOUND CONCRETE MONUMENT
- FOUND IRON ROD & CAP
- SET 5/8" IRON ROD & CAP "LB 8848"
- SET NAIL & DISK "LB 6646"
- SITE BENCHMARK
- CATCH BASIN
- MITERED END SECTION
- WELL
- MANHOLE
- VALVE
- FIRE HYDRANT
- CLEANOUT
- METER
- ELECTRIC BOX
- TELEPHONE PEDESTAL
- SIGN
- WOOD POWER POLE
- GUY ANCHOR
- LIGHT POLE
- UTILITY MARKER
- COLUMN
- OAK TREE
- PINE TREE
- MISCELLANEOUS TREE
- SPOT ELEVATION - HARD SURFACE
- SPOT ELEVATION - GROUND SHOT
- WETLAND FLAG
- HANDICAPPED PARKING SPACE
- FENCE LINE
- OVERHEAD ELECTRIC LINE
- STORM SEWER LINE
- FINISHED FLOOR ELEVATION
- ELEVATION
- INVERT
- REINFORCED CONCRETE PIPE
- REINFORCED METAL PIPE
- MITERED END SECTION
- RIGHT OF WAY
- PROFESSIONAL SURVEYOR & MAPPER
- LICENSED BUSINESS

**LEADING EDGE
LAND SERVICES, LLC**
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9601
WWW.LEADINGEDGE1616.COM

TOPOGRAPHIC & TREE SURVEY
OF
BILL R. WATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

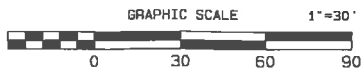
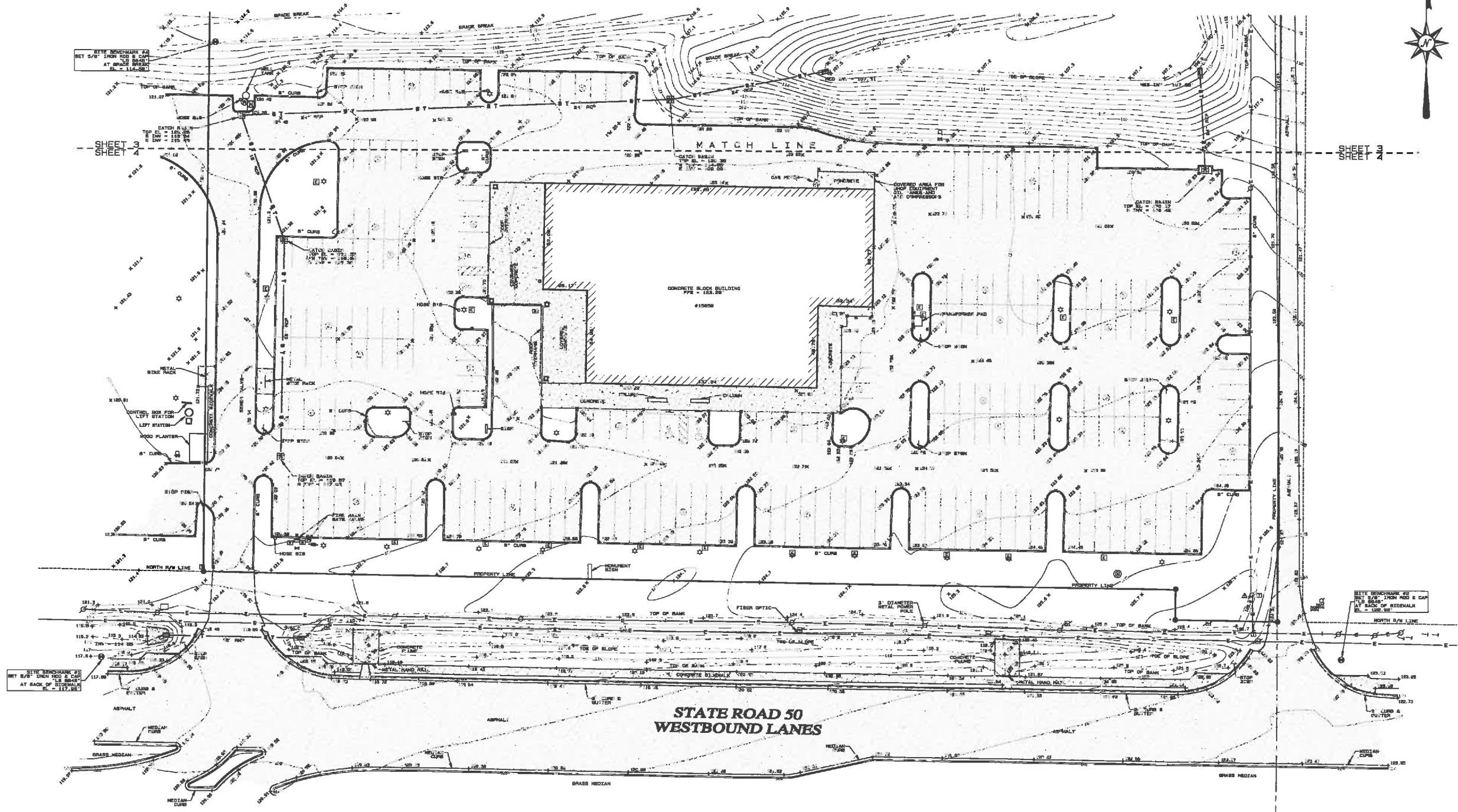
FOR
NAPLETON AUTOMOTIVE GROUP

SURVEYOR'S CERTIFICATION
I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SURVEY IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS.

DATE: *10/14/10*
SIGNATURE: *[Signature]*

REVISIONS

DATE OF DRAFTING: 04 SEP 2010	LAST FIELD WORK: 09 SEP 2010
DRAWN BY: JCH	CHECKED BY: RHE, MAC, JCH
PROJECT NUMBER: 805-10002	COMPUTER FILE: C:\PROJDATA\PRO
FIELD BOOK NUMBER: LE 1000, 1044, 1046, 1048	SCALE: 1" = 30'
	SHEET 1 OF 4



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 4)

TOPOGRAPHIC & TREE SURVEY

OF
BILL R. WATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR
NAPLETON AUTOMOTIVE GROUP

REVISIONS:

DATE OF DRAWING: 04 SEP 2015	LAST FIELD WORK: 08 SEP 2015
WARRIOR: JCH	CREW CHIEF (S): RNE, NAL, JCH
PROJECT NUMBER: 604-1003	COMPUTER FILE: 604024.TA.PRD
FIELD BOOK NUMBER: LE 1000, 1044, 1046, 1048, 1049	SCALE: 1" = 30'
	SHEET 4 OF 4

LEADING EDGE
LAND SERVICES

INCORPORATED
8800 EDGEMOOR DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-5881
FAX: (407) 351-5881

www.leadingedgefla.com
FLORIDA LICENSED BUSINESS NUMBER LB 6646

Exhibit - Location Map
Napleton Clermont

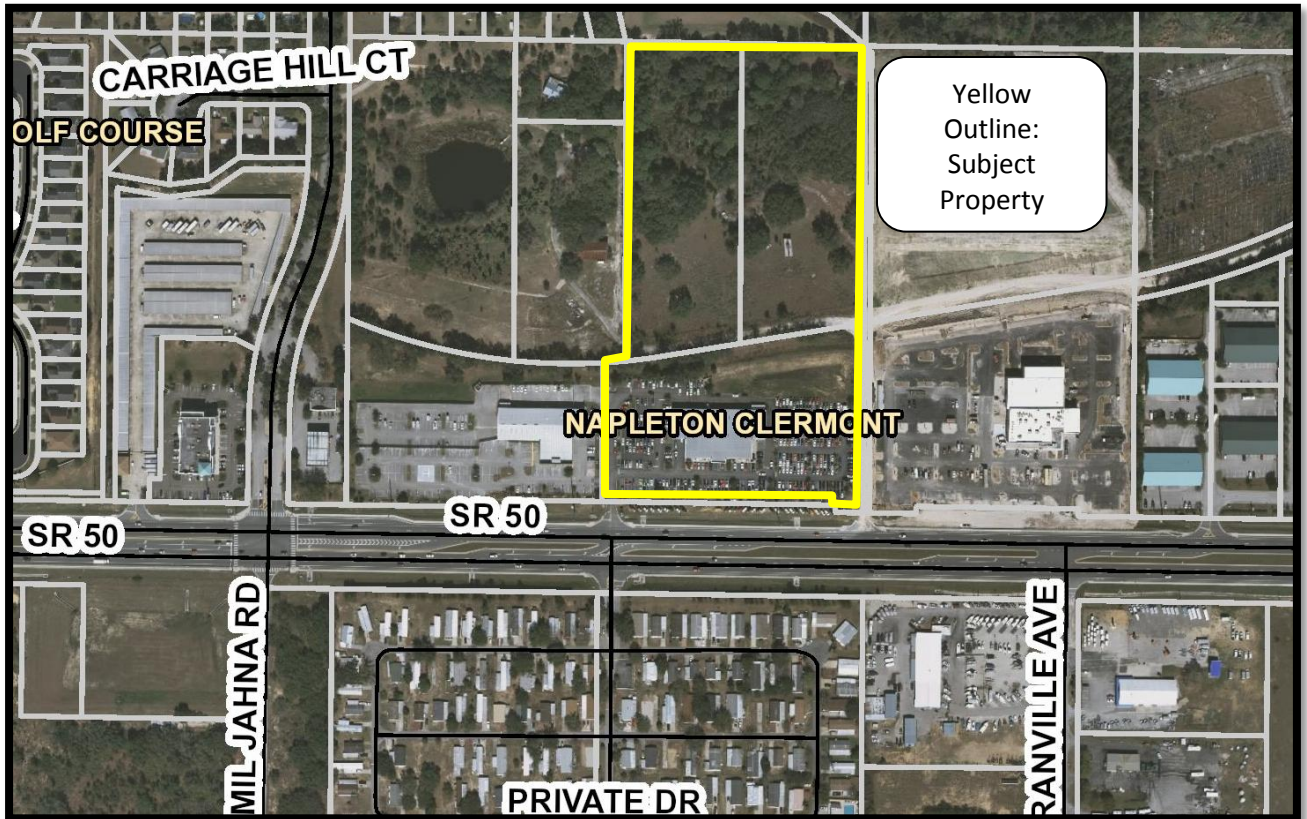
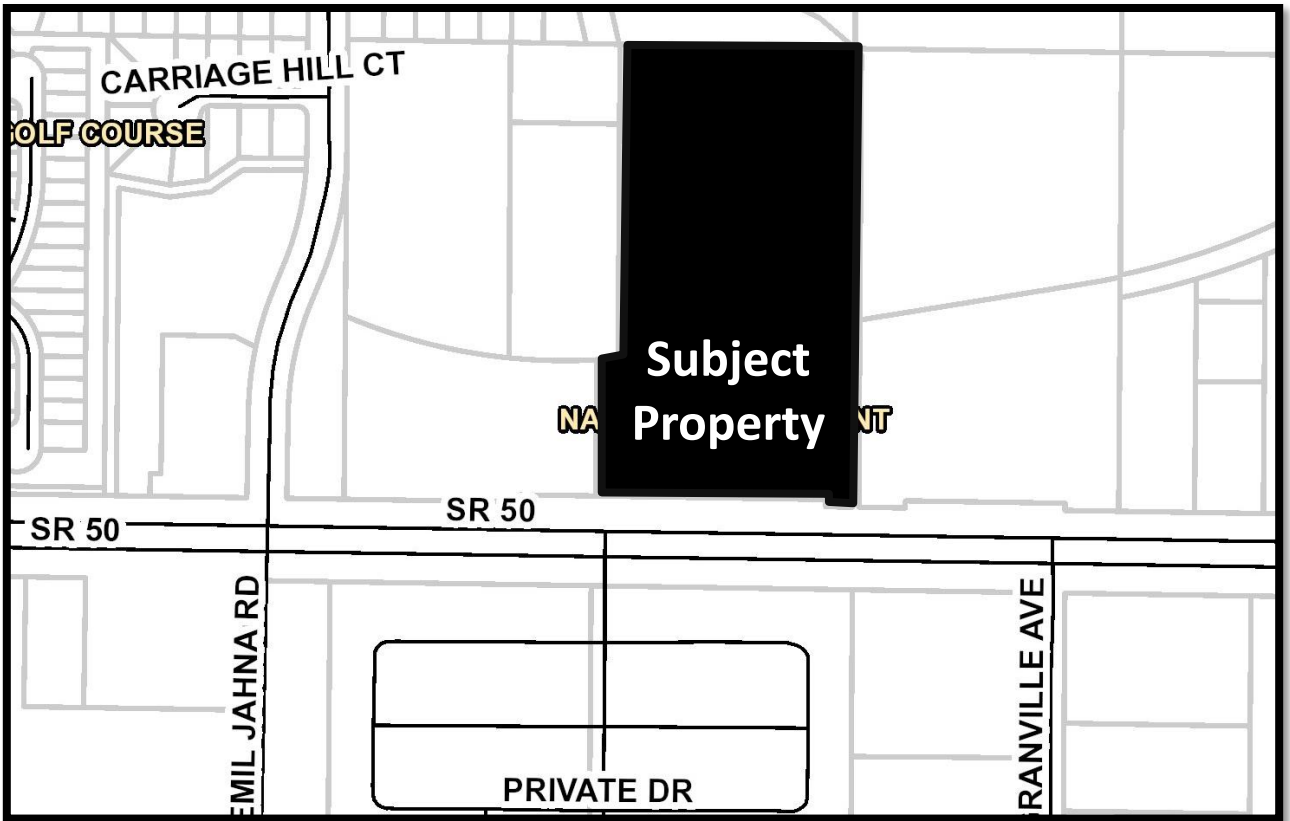


Exhibit – Future Land Use
Napleton Clermont

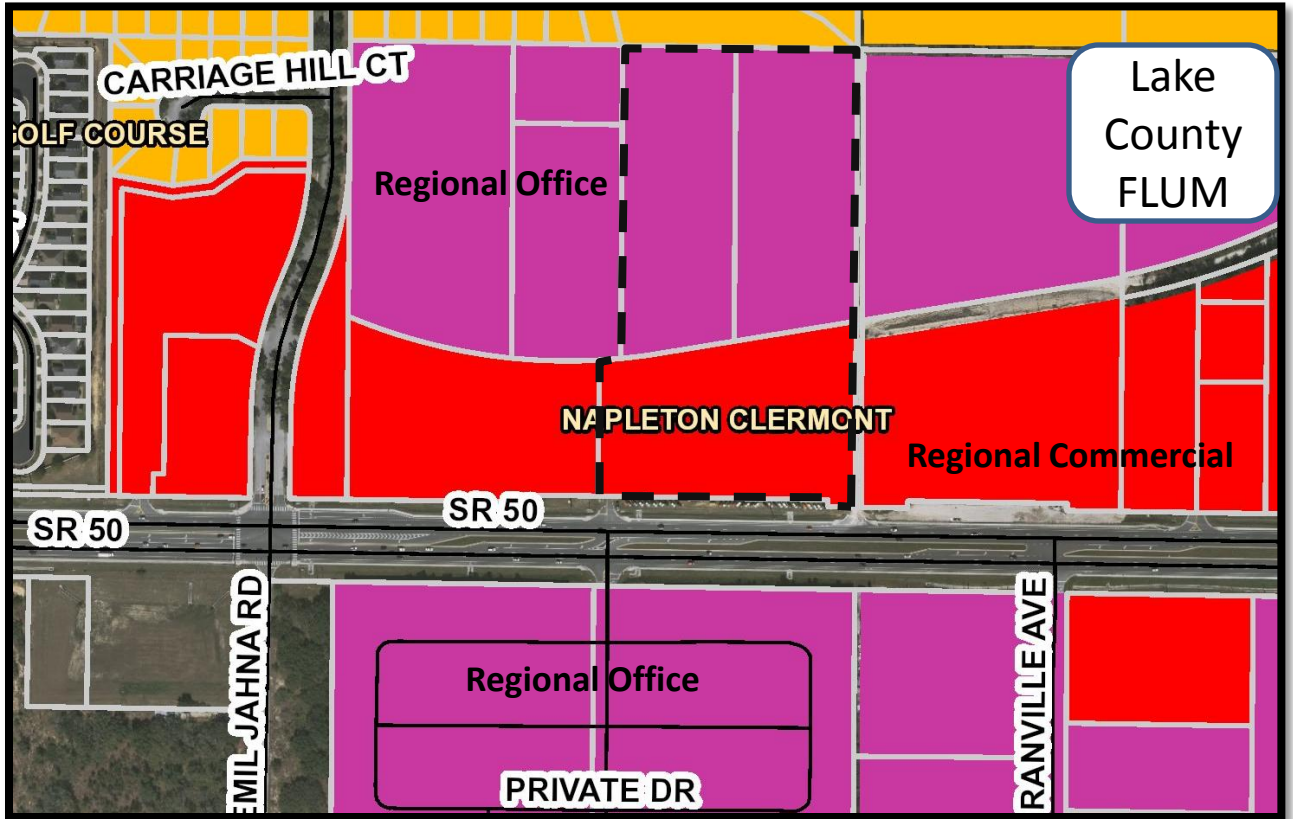
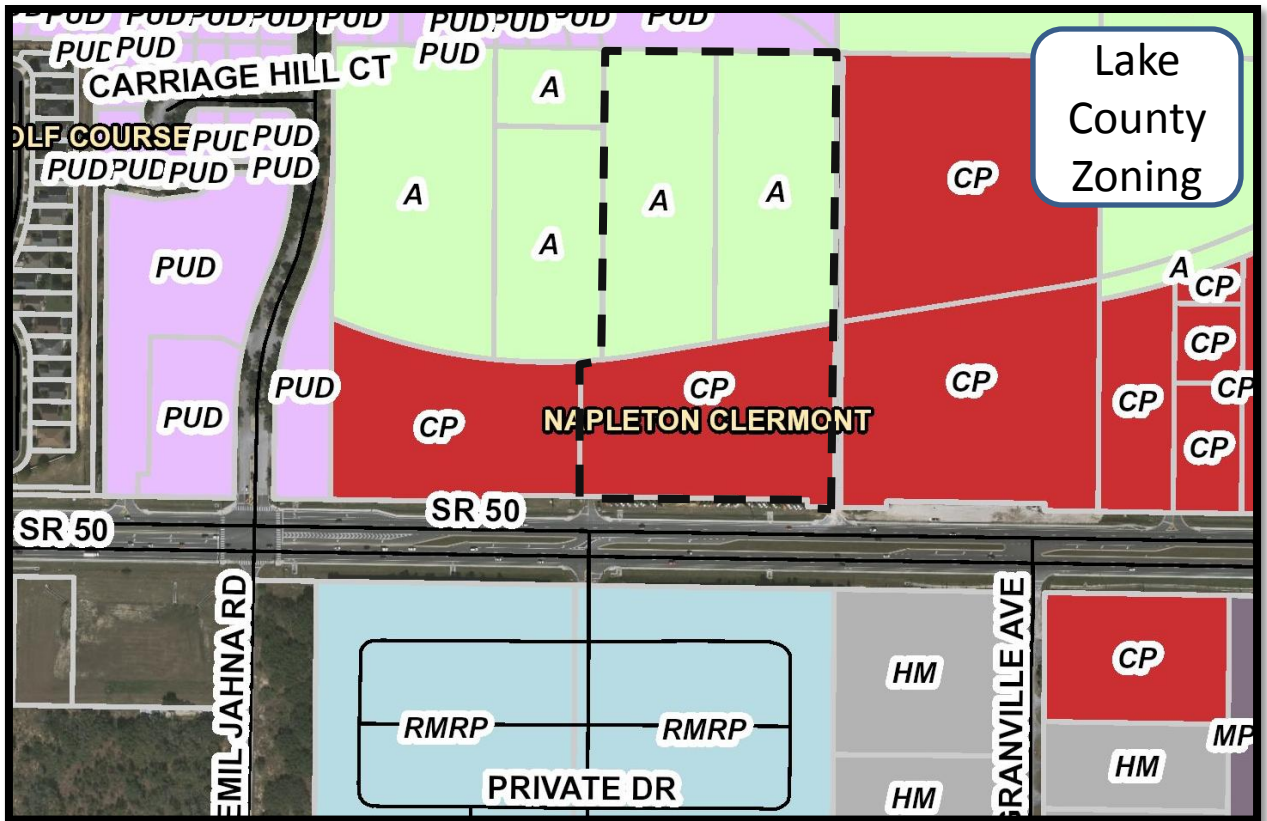


Exhibit – Zoning
Napleton Clermont





CITY OF CLERMONT
REZONING
APPLICATION

DATE: 2-26-16

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Napleton

APPLICANT: Clermont Motors, LLC

CONTACT PERSON: Scott A. Glass, Esq., Shutts & Bowen LLP

Address: 300 S. Orange Avenue, Ste. 1000

City: Orlando State: FL Zip: 32801

Phone: 407-835-6964 Fax: 407-849-7264

E-Mail: sglass@shutts.com

OWNER: Clermont Motors, LLC

Address: c/o Napleton Group, 1 East Oak Hill Drive

City: Westmont State: IL Zip: 60559

Phone: 630-455-2945 Fax: _____

Address of Subject Property: 15859 S.R. 50, Clermont, FL 34711

Legal Description (include copy of survey): See Attached.

Acres: 15.72 ± Land Use: COUNTY REGIONAL OFFICE & COMMERCIAL
(City verification required)

Present Zoning: LAKE CO. A & CP Proposed Zoning: _____
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?

Annexing existing auto dealership and approximately 10 additional acres of vacant property
into the City. Vacant property to be developed for vehicle parking and expansion of service
facilities.

CLERMONT MOTORS, LLC

By: Richard Brandstatter

Applicant Name (print)

RICK BRANDSTATTER, DIR. OF REAL ESTATE

CLERMONT MOTORS, LLC

By: Richard Brandstatter

Owner Name (print)

RICK BRANDSTATTER, DIR. OF REAL ESTATE

X Richard P Brandstatter
Applicant Name (signature)

X Richard P Brandstatter
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

Record & Return to:

This Document Prepared By and Return to:
Robert S. Forman, Esquire
Forman & Altino, P. A.
2101 West Commercial Blvd., Suite 2800
Fort Lauderdale, FL 33309

CFN 2010099065
Bk 03954 Pgs 2466 - 2467; (2pgs)
DATE: 10/04/2010 10:29:05 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 24,500.00



Parcel ID Number:

Special Warranty Deed

This Indenture, Made this 23rd day of September, 2010 A.D. Between
G & A Real Estate of Davie, Inc., a corporation existing under the laws
of the State of Florida
of the County of **Broward**, State of **Florida**, grantor, and
EFN Clermont Property, LLC, a Florida limited liability company

whose address is: **15859 State Road 50, Clermont, Florida 34711**

of the County of **Lake County**, State of **Florida**, grantee,
Witnesseth that the GRANTOR, for and in consideration of the sum of

TEN DOLLARS (\$10) DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of **Lake** State of **Florida** to wit:

See Exhibit "A" Attached hereto and made a part hereof

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has
good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

G & A Real Estate of Davie, Inc.

Jean Seibold
Printed Name: Jean Seibold
Witness

By: Daniel D. Gregory, President (Seal)
P.O. Address: 2514 Princeton Court
Weston, FL 33327

Betty R. Buffum
Printed Name: Betty R. Buffum
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of September, 2010 by
Daniel D. Gregory, President of G & A Real Estate of Davie, Inc., a
Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his **Florida driver's license** as identification.



Jean Seibold
Printed Name: Jean Seibold
Notary Public
My Commission Expires:

EXHIBIT A

(PARCEL 1):

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4 S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 651.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00", AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 146.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N83°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 464.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

INSTRUMENT #2015139144
OR BK 4721 PG 2428 - 2430 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00

Prepared by and return to:
Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Personal Representative Deed

This Warranty Deed made this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, whose post office address is 722 E. Desoto Street, Clermont, Florida 34711, grantor(s), to Clermont Motors, LLC, an Illinois limited liability company, successor by merger to EFN Clermont Property, LLC, a Florida limited liability company, whose post office address is 15859 SR 50, Clermont, FL 34711, grantee(s):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Val Silver
Witness Name: Val Silver

[Signature]
Witness Name: JESSICA S. FLEMING

Betty Shelton
Betty Shelton, as Personal Representative of the Estate
of Bill Russell Watson, deceased

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, who ☐ is personally known or ☒ has produced FLDL as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: JESSICA S. Fleming

My Commission Expires: 12-14-16

EXHIBIT A

As to Personal Representative Deed

1. Distribution Easement given to Florida Power Corporation, recorded on November 24, 1982 in Official Records Book 762, Page 1457.
2. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 373; Official Records Book 740, Page 377; Official Records Book 795, Page 1133; and Official Records Book 4499, Page 797

INSTRUMENT #2015139144
OR BK 4721 PG 2428 - 2430 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00

Prepared by and return to:

Kelly A. Pitcher

Employee

Merideth C. Nagel, P.A. Attorney at Law

1201 W. Hwy 50

Clermont, FL 34711

352-394-7408

File Number: SN15-210

[Space Above This Line For Recording Data]

Personal Representative Deed

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(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Val Silver
Witness Name: Val Silver

Jessica S. Fleming
Witness Name: Jessica S. Fleming

Betty Shelton
Betty Shelton, as Personal Representative of the Estate
of Bill Russell Watson, deceased

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, who ☐ is personally known or ☒ has produced FLDL as identification.

[Notary Seal]



Jessica S. Fleming
Notary Public

Printed Name: Jessica S. Fleming

My Commission Expires: 12.14.16

EXHIBIT A

As to Personal Representative Deed

1. Distribution Easement given to Florida Power Corporation, recorded on November 24, 1982 in Official Records Book 762, Page 1457.
2. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 373; Official Records Book 740, Page 377; Official Records Book 795, Page 1133; and Official Records Book 4499, Page 797

LEGAL DESCRIPTION

(Clermont Motors LLC Property, a/k/a Napleton Property)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4 S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 651.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00", AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 146.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N83°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 464.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

AND

PARCEL NO. 1:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 305.35 FEET; THENCE SOUTH 00°29'36" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 740.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY, 309.56 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00°29'36" EAST, ALONG SAID EAST LINE, 685.92 FEET TO THE POINT OF BEGINNING. LESS A 50 FOOT EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY BOUNDARY THEREOF.

AND

PARCEL NO. 2:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 305.35 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 88°48'21" WEST, ALONG SAID NORTH LINE, 284.15 FEET; THENCE SOUTH 00°14'44" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 787.78 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY AND A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1422.00 FEET AND AN ARC DISTANCE OF 95.58 FEET, TO THE POINT OF TANGENCY; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY LINE, 188.57 FEET; THENCE NORTH 00°29'36" EAST, 740.66 FEET TO THE POINT OF BEGINNING. LESS A 50 FOOT EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY BOUNDARY THEREOF.

LEGAL DESCRIPTION

(Clermont Motors LLC Property, a/k/a Napleton Property)

A parcel of land located in the Northeast 1/4 Section 27; T22S, R26E, Lake County, Florida, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 27, Thence S89°13'47"E along the North line of said NE 1/4, a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase 1, as recorded in Plat Book 30, Page 42, of the Official Records of Lake County, Florida; thence leaving the North line of said Northeast 1/4 S0°07'47"W along the East line of said Greater Hills, Phase 1, a distance of 693.79 Feet to a point on the Northerly right of way line of the former Atlantic Coast Line Railroad (50 foot right of way), thence leaving the East line of said Greater Hills, Phase 1, Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 651.07 feet (said curve having a radius of 1422.00 feet, a delta angle of 26°14'00", and a chord bearing and distance of S80°26'00"E, 645.40 feet) to a point, said point also being the point of beginning.

Thence continuing Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 146.14 feet (said curve having a radius of 1422.00 feet, a delta angle of 5°53'17", and a chord bearing and distance of N83°30'22"E, 146.07 feet) to a point; thence continuing along the Northerly right of way line of said Atlantic Coast Line Railroad N80°34'55"E a distance of 498.07 feet to a point on the East line of said NE 1/4; thence leaving the Northerly right of way line of said Atlantic Coast Line Railroad, S0°05'07"W along the East line of said NE 1/4 a distance of 464.55 feet to a point on the Northerly right of way line of State Route 50 (variable right of way); thence leaving the East line of said NE 1/4, N89°23'48"W along the Northerly right of way line of said State Route 50, a distance of 60.74 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N0°36'12"E a distance of 18.00 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N89°23'48"W a distance of 576.05 feet to a point; thence leaving the Northerly right of way line of said State Route 50, N0°07'47"E a distance of 341.83 feet to the point of beginning.

AND

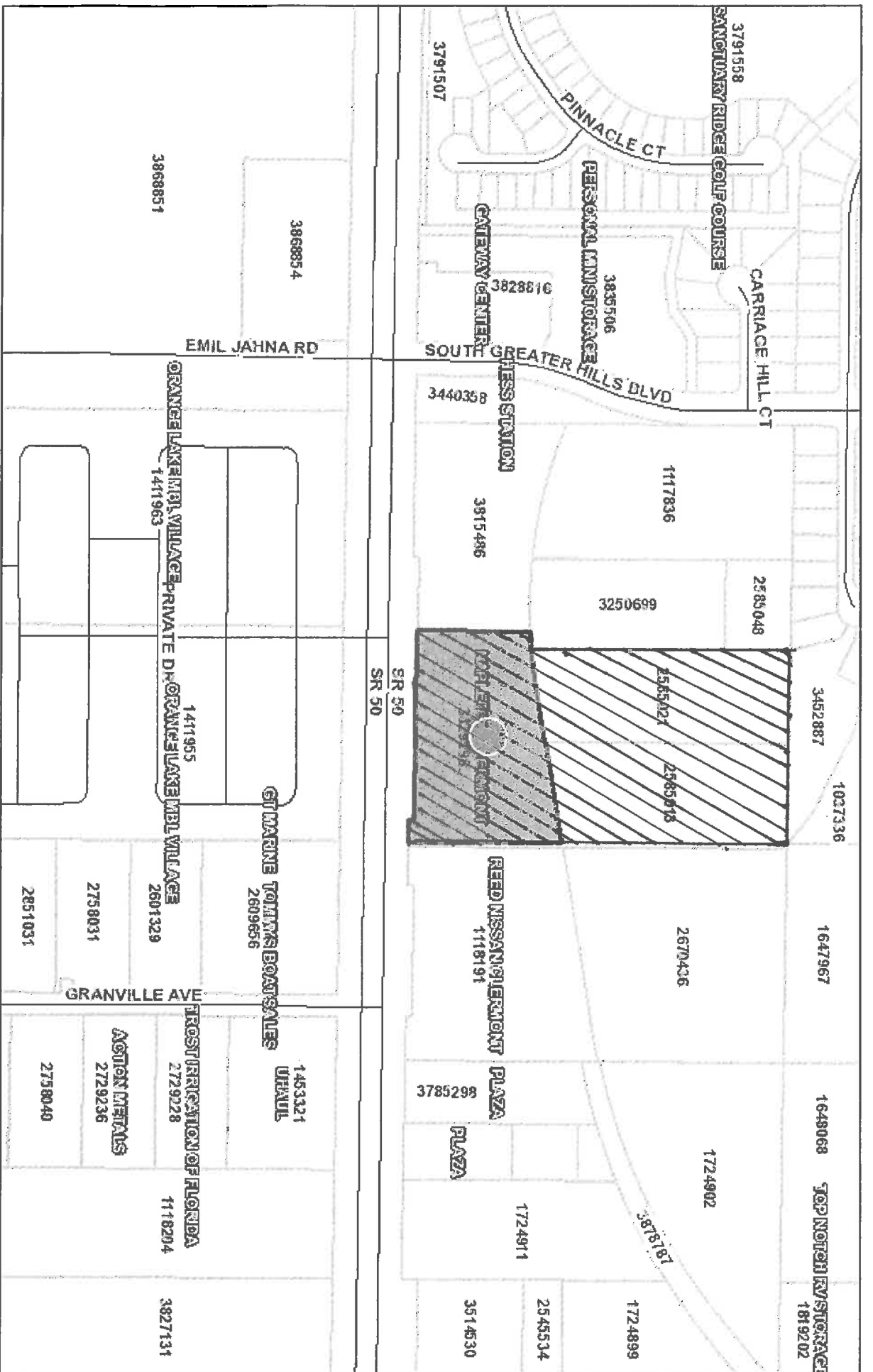
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AND

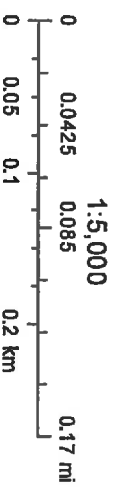
PARCEL NO. 2:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27 a distance of 305.35 feet to a point of beginning, thence continue North 88°48'21" West, along said North line, 284.15 feet; thence South 00°14'44" West, parallel with the East line of the northeast 1/4 of said Section 27, a distance of 787.78 feet to the Northerly right of way line of the seaboard Coastline Railroad; thence Northeasterly, along said right of way and a curve concave northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the point of tangency; thence North 81°00'36" East, along said right of way line, 188.57 feet; thence North 00°29'36" East, 740.66 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

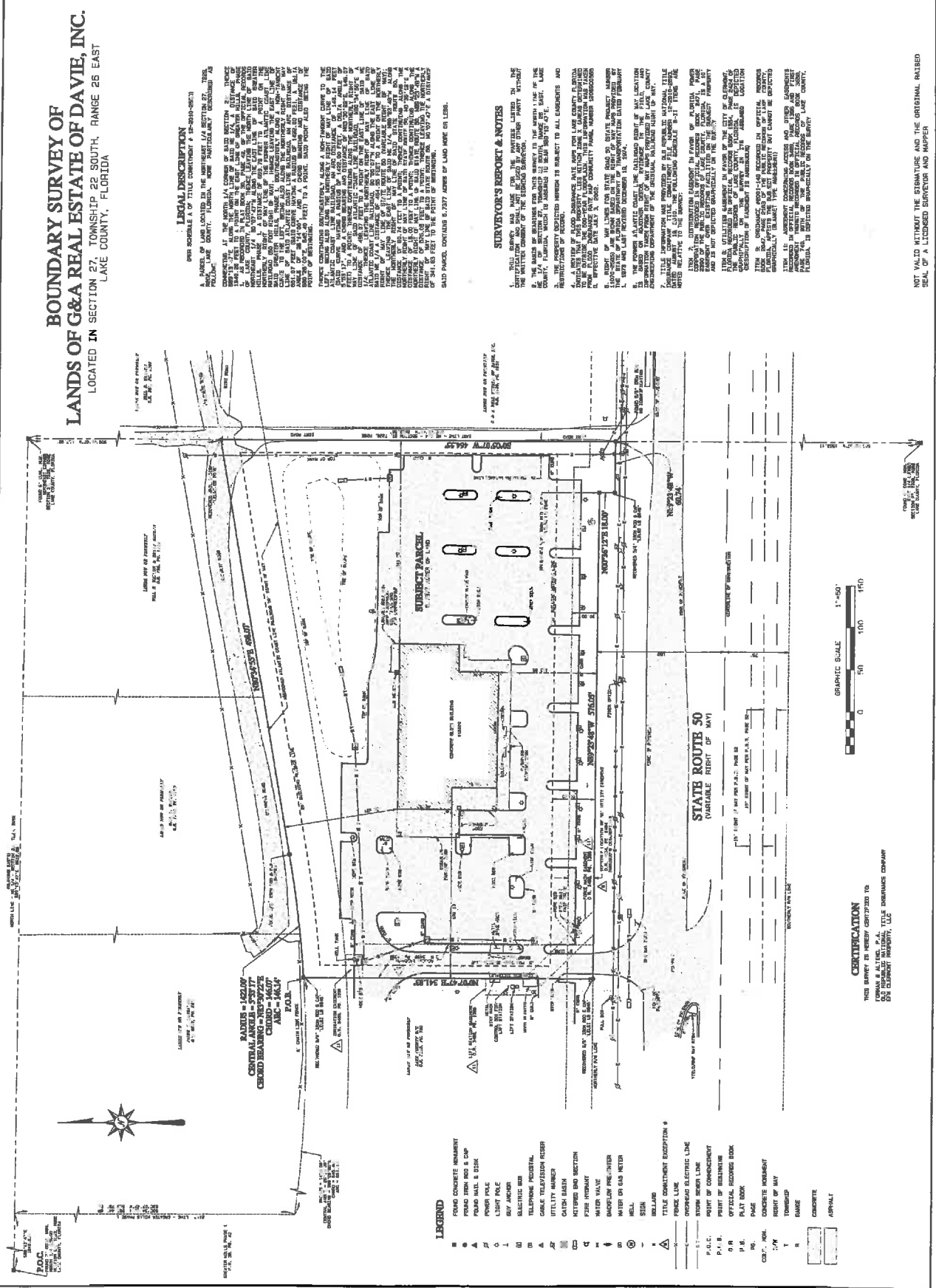


November 20, 2015

- ☒ Override 1
- ☐ County Boundary
- ☐ Street Names
- ☐ Local Streets
- ☐ Property Name
- ☐ Tax Parcels Alternate Key
- ☐ Surrounding Counties
- ☐ Tax Parcels

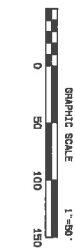


BOUNDARY SURVEY
LANDS OF G & A REAL ESTATE OF DAVIE, INC.
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
DAVIE, FLORIDA



LEGAL DESCRIPTION
A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
SURVEYOR'S REPORT & NOTES
I, [Name], a duly licensed surveyor in the State of Florida, do hereby certify that I have personally surveyed the above described lands and that the same are correctly shown on the accompanying map.

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



(PER TITLE COMMITMENT ORDER NUMBER 0382384)

SURVEYOR'S NOTES

THE FOLLOWING WERE USED IN THE PREPARATION OF THIS BARRY:

[illegible]

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

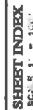


**LEADING EDGE
LAND SERVICES
INCORPORATED**
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32808
PHONE: (407) 351-8780
FAX: (407) 351-9881
www.3eadingedge.com
FLORIDA LICENSED BUSINESS BROKER L.B. 15446

ALTA/ACSM LAND TITLE SURVEY
OF
BILL R. MATSON ESTATE
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 28 EAST
LAKE COUNTY, FLORIDA
FULL
NAPLETON AUTOMOTIVE GROUP

[illegible][illegible]

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes with the objectives and goals to determine the effectiveness of the project and identify areas for improvement.

- [illegible]

TOPOGRAPHIC & TREE SURVEY

WILLIAM H. MARSHALL ESTATE
SECTION 27, TOWNSHIP OF NORTH, RANGE 26 EAST

FOR

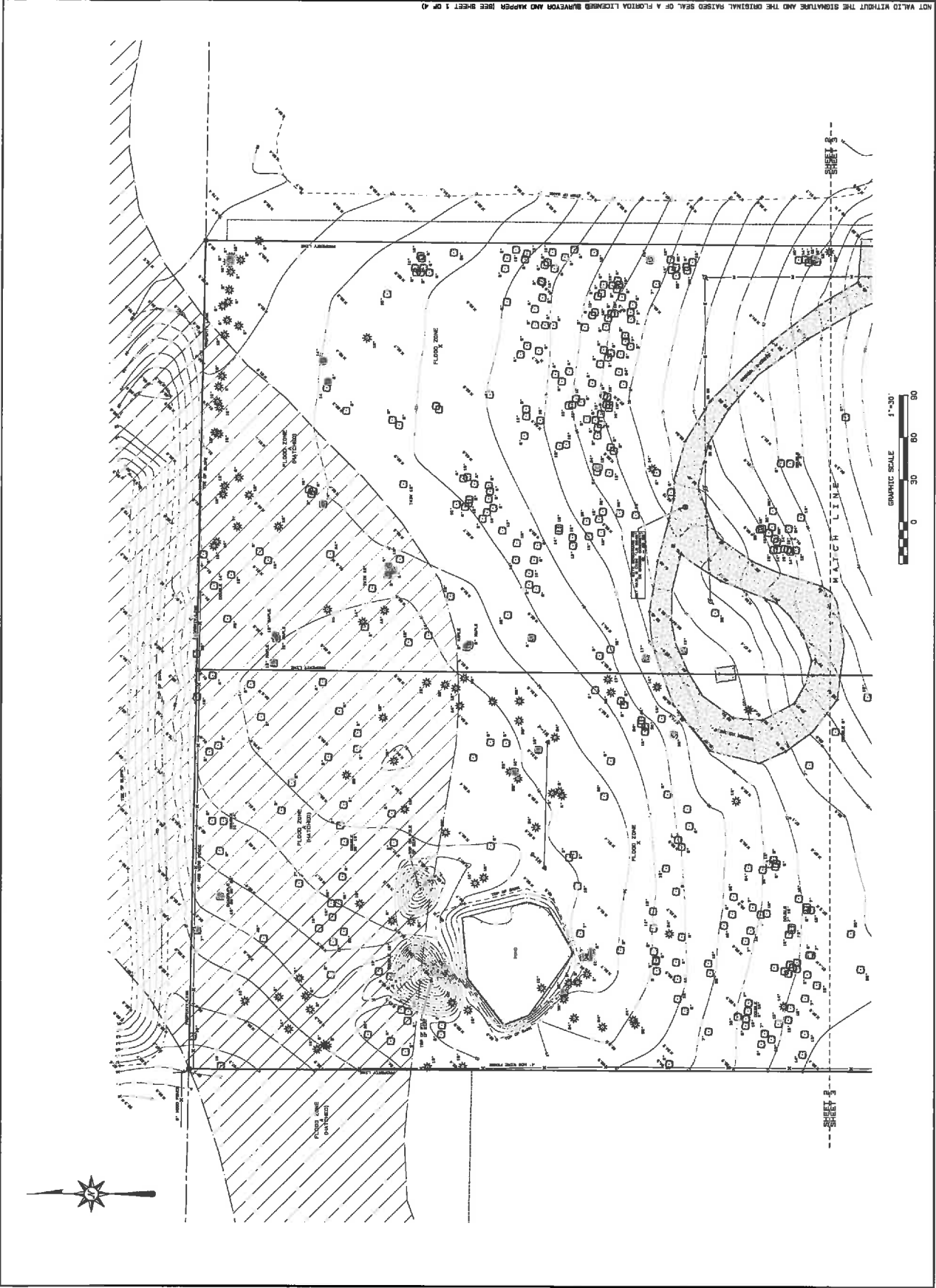
**RADING EDGE
LAND SERVICES**
1800 RICHMOND DRIVE
BRIDGE, W. VA. 26039
PHONE (407) 371-3739
FAX (407) 381-1000
www.radingedge.com
LORDS LIVING BUSINESS MARRIOTT 2004

SORKBYOR'S CERTIFICATION

NOT VALID WITHOUT THE SIGNAL RS AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED LAWYER AND MAPPER

[illegible]

FLORIDA LICENSED SURVEYOR: 12000 NAME: [REDACTED] FIRM: [REDACTED] EXPIRATION DATE: 12/31/2018 LICENSE NO.: 12000		TOPOGRAPHIC & TREE SURVEY OF S.W. R. WATSON ESTATE SECTION 27, TOWNSHIP 22 SOUTH, RANGE 28 EAST LAKE COUNTY, FLORIDA FOR NARLETON AUTOMOTIVE GROUP	
DATE OF SURVEY: 04 SEP 2018 DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] DATE: 10/15/2018 SCALE: 1" = 30' SHEET 2 OF 4		FIELD BOOK NUMBER: 12000, 12001, 12002, 12003, 12004 PLANNED NUMBER: 12005 PROJECT NUMBER: 12006	



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. 2016-16

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, an effective date and publication.

LOCATION

Napleton Clermont
(Alternate Keys 3329198, 2585013, 2585021)
15859 STATE ROAD 50

LEGAL DESCRIPTION

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AND

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Containing 15.72 Acres +/-

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 5, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 26, 2016 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, 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.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 29 & April 12, 2016