



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, August 9, 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

PRESENTATIONS

Florida Recreation Development Assistance Program (FRDAP) Grant Check

Deputy Chief Walters Swearing In

Police Department Annual Report

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the June 28, 2016
Regular Council Meeting minutes.

Item No. 2 - Plat Approval

Consider approval of Vineyards at
Hammock Ridge Crossings plat.

Item No. 3 - Proposal Award

Consider approval of Request for
Proposals award to Hylant Orlando, LLC
to provide employee healthcare and
benefits consulting services.

Item No. 4 - Bid Award

Consider approval of bid award to Ernie
Morris Enterprises, Inc. to provide office
furniture, assembly and installation for
the new Police Department Headquarters
in the total amount of \$291,195.14.

Item No. 5 - Bid Award

Consider approval of bid award to
Allstate Paving, Inc. to provide all labor,
material, and equipment necessary for
pavement resurfacing services in the total
amount of \$336,896.

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| Item No. 6 - Contract Award | Consider request to piggyback Manatee County contract with Transcor Recycling, LLC for the collection and purchase of white goods and scrap metal. |
| Item No. 7 - Fire Hydrant Easement | Consider easement request over the area in which the fire hydrant is located on East Highland Ave. |
| Item No. 8 - Stormwater Easement | Consider the purchase of an easement located at 1670 East Ave. to implement a stormwater improvement project for East and Drew Avenue in the amount of \$4,750. |
| Item No. 9 - Stormwater Easement | Consider easement request located at 168 East Lakeshore Dr. to implement a stormwater improvement project for East and Drew Avenue. |
| Item No. 10 - Sidewalk Right-of-Way License and Hold Harmless Agreement | Consider entering into an agreement with Wallace Grill located at 794 W. Minneola Ave. |
| Item No. 11 - Extension of Employee Unpaid Leave Without Pay | Consider an extension of unpaid leave without pay for medical reasons for City employee Kristopher Kruse through October 31, 2016. |

UNFINISHED BUSINESS

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| Item No. 12 - Ordinance No. 2016-35 <i>Final Fire Prevention Code</i> | Consider ordinance to add a chapter into the City of Clermont Code Book for Fire Prevention Code. |
| Item No. 13 - Ordinance No. 2016-36 <i>Final Mazda</i> | Consider ordinance to annex property located south of Highway 50, approximately 950 feet east of Magnolia Pointe Boulevard. |
| Item No. 14 - Variance Request <i>Headquarter Honda</i> | Consider a variance request to allow a monument sign to exceed 10 feet in height and to allow monument sign to exceed 60 square feet in copy area for property located at 17700 E Hwy 50. |

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NEW BUSINESS

Item No. 15 - Pool Repair Change Order and
Budget Amendment

Consider approval of a change order to AuMiller Pools for the rebuild of the pool gutter and steps including new waterline tile in the amount of \$47,275.50 and budget amendment.

Item No. 16 - Ordinance No. 2016-31 *Introduction
Parking and vehicular use areas*

Consider ordinance introduction to amend Chapter 98 to allow City on-street 8' x 22' parallel parking spaces.

Item No. 17 - Ordinance No. 2016-32 *Introduction
PUD Comprehensive Plan Amendment*

Consider ordinance introduction for a text amendment to the Future Land Use Element to add language regarding Planned Unit Development zoning.

Item No. 18 - Ordinance No. 2016-33 *Introduction
Downtown & Waterfront Entertainment District*

Consider ordinance introduction to amend the Code of Ordinances to create a Downtown & Waterfront Entertainment District section.

ADJOURN

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

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

City of Clermont
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REGULAR COUNCIL MEETING
June 28, 2016

The Clermont City Council met in a regular meeting on Tuesday, June 28, 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, Deputy City Clerk Noak, and City Clerk Ackroyd Howe.

INVOCATION

Pastor Jose Elias-Gonzalez gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

Mayor Ash read aloud the Stanley Almodovar III Day proclamation and presented the family with the proclamation. Rosalie Ramos, Jordan Casiano, Johnathan Casiano, Natalie Santiago, Edwin Perez, Noemy Ramos, Yolanda Cartagena, Genesis Gomez, and Adrian Gomez accepted the proclamation.

City Clerk Ackroyd Howe read aloud the Parks and Recreation Month proclamation. Mayor Ash presented Parks and Recreation Director Davidoff with the proclamation.

PUBLIC COMMENTS

Shannon Schmidt-Hidalgo commended Council, City Manager Gray, and staff for all their efforts and compassion following the tragedy of Stanley Almodovar and his family.

Jim Harrison thanked Council and commended the City of Clermont for supporting Water Safety Day held at Waterfront Park. This year over 65 children and their families participated in the event and during the year 450 swim scholarships were issued to under-privileged children in Lake County.

Jim Purvis expressed appreciation to the City for all which was done to help the Almodovar family.

Mayor Ash noted Item 17; Pinecrest Lakes Academy Conditional Use Permit, was withdrawn.

REPORTS

City Manager Gray reported Clermont's 2nd Annual July 4th event will be held on Monday, July 4, 2016 from 6 to 10pm at Waterfront Park, with the fireworks display beginning at 9:15pm. Election qualifying closed on June 24, 2016 for seats 1, 3 and 5. Timothy Bates, Gail Ash, and Diane Travis; the incumbents, did not have opposition, so there will not be an election. Mr. Gray congratulated Council Member Travis on winning a silver medal in her category at the recent national duathlon competition held in Oregon.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame announced there would not be a bear hunt in Florida this year and thanked Hope Lamb for her efforts. The Clermont Fire Department held a ceremony promoting three firefighters to the rank of Lieutenant. The Police Department swore in a new officer; Brittany Wegner, whose

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grandmother was a former Minneola Police Chief. Communications Director Bloodsworth was thanked for recruiting the author of several children's books; Kate DiCamillo, who read a chapter from her new book at Cooper Memorial Library on June 23, 2016.

Council Member Mullins reported the Lake County Tourism Tax receipts are 17 percent more than the previous year. The visitors are coming for the various tournaments and events in the area. The Tourism Tax assists in funding recreational activities. Music on Montrose and the food trucks will be at City Hall Park on July 1, 2016 from 5:30pm to 9:00pm.

Council Member Travis thanked the Public Works Department and Parks and Recreation Department for maintaining the trail and parks.

Mayor Ash reported she attended a prayer service at Better Life Church for the victims of the shooting, held Coffee with the Mayor at the Clermont Garden Club, attended the bear hunt protest, attended the wake at the Arts and Recreation Center for Stanley Almodovar, interviewed with Channel 13 News on the bear hunt, met with the Boy Scouts at Grace Community Church, attended the Fire Department Lieutenant promotion ceremony, attended the Police Officer swearing in ceremony, and interviewed with Fox 35 Good Day Orlando on the Stanley Almodovar proclamation.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the May 10, 2016 Regular Council Meeting minutes.

Item No. 2 – Resolution No. 2016-18

Consider request to approve Fiscal Year 2016 quarterly budget amendments.

Item No. 3 – Resolution No. 2016-26

Consider approval of Resolution in support of the East Avenue transportation improvements project.

Item No. 4 – Event Road Closure and Open Container Request

Consider allowing the Clermont Downtown Partnership's approved Second Saturday Car Show to expand the road closures and open container zone.

Council Member Mullins pulled Item 3.

Council Member Goodgame moved for approval of Consent Items 1, 2 and 4; seconded by Council Member Bates. The motion passed with all members present voting aye.

Council Member Mullins asked of the possibility of the school system providing funds or land for widening East Avenue. Cypress Ridge Elementary School creates additional traffic on East Avenue due to the lack of a bus service at the school. City Manager Gray will contact the school system.

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Council Member Mullins moved to approve Consent Item 3; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 5 – Resolution No. 2016-14; *Magic Moments*

City Clerk Ackroyd Howe read Resolution 2016-14 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a daycare facility in the central business district.

Planning Manager Henschel presented the request to allow a day care in the Central Business District (CBD) zoning district at 756 West Avenue. The proposed location was previously approved in 2009 for an “at risk” youth counseling center.

The current applicant; Magic Moments, is proposing a Schooler Program for ages 5 to 12, which is currently operating at 855 West Desoto Street in the Veterans of Foreign Wars building. The Veterans of Foreign Wars would like to occupy more of the building space, displacing the Magic Moments Schooler Program.

A condition in the Conditional Use Permit will require the student count be provided to the City upon request to ensure compliance with a cap of 45 students. The bus pick-up and drop-off area will be on-site within the parking lot; the hours of operation will remain from 12 noon to 6:30pm Monday through Friday during the school year, and from 9:00am to 6:30pm during the summer months and school holidays.

The Planning and Zoning Commission recommended approval of the Conditional Use Permit on a 4 to 2 vote. Staff recommended approval of the Conditional Use Permit.

Attorney Jimmy Crawford, and owners Sam and Nancy Allison were present.

Attorney Crawford stated the daycare is not expanding, opening a new business, or creating additional traffic. The daycare would be moving an existing business on the same street and providing an on-site drop-off and pick-up area. Attorney Crawford commented Steve Smith; New Beginnings President, sent a letter of support, Troy Sartor sent an email of support, Deborah Jeffries send a letter of support, and a petition of support with nine signatures was provided. Attorney Crawford stated a condition was added to require the dissolution of the existing Conditional Use Permit.

Mayor Ash opened the public hearing.

Ms. Victoria Shulty; Victoria’s Home and Garden, presented photographs of the occupied parking spaces in the area and expressed concern of the request taking away parking from her and other businesses.

Jim Purvis spoke in opposition of businesses moving into residential areas.

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Franklin Forth commented the request was a high intensity use encroaching on an R-3 residential area and the land parcels are not designed for commercial use. Mr. Forth expressed concern of the number of children the proposal would place on the small land parcel and the amount of traffic which exists on Desoto Street.

Charlene Forth read a letter into the record from her husband, Chuck Forth, in opposition of the request.

Ms. Forth presented and reviewed documents she requested from the City; including records of the occupancy allowed when the property was owned by Loretta Lacek; which was an occupancy of 19. The daycare will have an occupancy of 46. Ms. Forth requested Council deny the request.

Mayor Ash closed the public hearing.

Attorney Crawford, addressed the items brought up from the public. The property has been in the Central Business District (CBD) since the CBD was adopted and the business is moving from one block within the CBD, to another block within the CBD. The CBD district allows multi-story buildings up to 55 feet high at zero lot line construction, first floor parking, no landscaping, no on-site storm water required, and without a Conditional Use Permit; for example, a club and lodge up to 90,000 square feet, mixed use with apartments and retail, dancing, exercising, martial arts, medical office, retail, or restaurant.

Attorney Crawford addressed concerns regarding parking. The proposed location will be adding six interior parking spaces, five parallel spaces in front of the location, six angled parking spaces across the street, and twelve spaces in the parking lot to the south. Victoria's Home and Garden business is located fifty yards from the proposed location and there is no intention of parking at the business. The proposed daycare is willing to have signage regarding no pick-up or drop-off at other business locations.

Attorney Crawford addressed comments regarding encroaching on a residential area. Magic Moments Too was previously owned by Ken Norquist and was an industrial warehouse. The area has been a mixed use area, and the downtown strategic plan and comprehensive plan lay out what type of businesses are allowed. The property was purchased by Magic Moments to be used within the allowable uses.

Council Member Bates and Travis requested to see the map presented by Attorney Crawford and the map from Charlene Forth. Attorney Crawford commented his map depicted the locations of where the letters of support were from.

Council Member Travis asked if the property was purchased without exception. Attorney Crawford stated the property was purchased without conditions. The hearing for the Conditional Use Permit was delayed due to advertising requirements and the closing proceeded.

Council Member Bates asked of any contingency if the Conditional Use Permit was not approved. Attorney Crawford commented there are no other use plans for the property.

Council Member Travis asked why Ms. Lacek's business was only allowed an occupancy of 19, was required to have stormwater retention, and required major landscaping. Planning Manager Henschel stated an occupancy load was based on the use of the property and is determined by the Fire Department. The stormwater retention was required when the parking lot was developed.

Council Member Travis commented on the number of Magic Moments downtown locations and stated Magic Moments should consider a larger building in another location.

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Council Member Goodgame asked City Attorney Mantzaris of the current zoning of the property. City Attorney Mantzaris stated the current zoning was CBD. The restrictions for an R3 zoning do not apply to the property.

Mayor Ash inquired of the number of intended staff members and students. Attorney Crawford commented there would be four staff members and the student count would decrease to forty-five.

Council Member Goodgame asked if the student drop-off would be located on West Avenue. Attorney Crawford stated the student drop-off would be on West Avenue and the employees would enter the parking area from Desoto Street.

Council Member Bates inquired of the number of students bussed. Sam Allison; Owner, commented the children are not bussed. The students are dropped off and taken to and from school on the Magic Moments bus.

Council Member Bates inquired of the hours of the student drop-off and pick-up. Mr. Allison stated the student drop-off begins at 6:30am and pick-up begins at approximately 3:30pm.

Council Member Mullins asked of the facility's operation during the school year. Mr. Allison commented the students are at Magic Moments 1, eat breakfast, go out on the playground, and are then taken to school. The building would be empty the majority of the day during the school year. During the summer months and school holidays the building would be occupied after breakfast until the parents picked up the students.

Council Member Goodgame asked how the students are transported from each building. Attorney Crawford stated the students are walked by a teacher.

Council Member Mullins commented traffic would not increase and the proposed use would add six parking spaces.

Council Member Mullins asked if the City or the State set the building occupancy. Attorney Crawford stated the Division of Children and Family Services places the limits and requirements of the number of children for daycare operations.

Council Member Mullins commented of the occupancy difference of the State compared to the City Fire Marshal.

Council Member Travis opined the occupancy difference for Ms. Lacek compared to the daycare was not logical.

Council Member Mullins commented Ms. Lacek's business was for counselling services for children at risk.

Council Member Goodgame stated the Fire Marshal did not set the occupancy.

City Attorney Mantzaris stated the Fire Marshal may set the occupancy. The prior use was different than the proposed use, which may trigger a different analysis from the Fire Marshal's perspective.

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Council Member Goodgame asked if the Fire Marshal had reviewed the proposed plans. Attorney Crawford commented the plans were pre-reviewed by the Fire Marshal.

Council Member Travis asked why the proposed use did not have to have stormwater retention and landscaping, as was required of Ms. Lacek. Attorney Crawford stated if a parcel in the CBD is partially developed under normal standards and with setbacks, stormwater retention and landscaping are required. The Central Business District allows you zero lot line development; however, you must pay into the stormwater fund, pay for parking, and provide for some on-site parking. Magic Moments would be required to have stormwater retention and landscaping if the building was being developed as Ms. Lacek's building was developed.

City Attorney Mantzaris commented Mr. Crawford was pointing out what was a permitted use from a zoning perspective. Construction on a site is always going to be determined by the constraints of the site, what the property use will be, and the impervious surface ratio; all which are reviewed in the development process.

Mayor Ash asked of the use during the summer and school holidays. Mr. Allison commented there would be weekly planned arts, crafts, computer skills, and other activities.

Mayor Ash expressed concern of the number of students compared to the building size. Attorney Crawford stated the building size and number of students meets and exceeds all State standards.

Council Member Travis inquired of the lease status with the Veterans of Foreign Wars. Mr. Allison commented Magic Moments is leasing the space on a month by month basis.

Council Member Bates asked of the student drop-off locations. Attorney Crawford stated there are three drop-off options, none of which included vehicles stopping on Desoto Street.

Council Member Goodgame commented schools in the downtown area do not bring people into the downtown area.

Council Member Mullins stated the school is not an addition, the school will move from one location into a vacant building. The building has been vacant for a number of years, and moving a current business into a vacant building is a positive move. The property has not been zoned for residential use for a long time.

Mayor Ash stated the Conditional Use Permit should include the wording "up to a maximum of 45 students or as determined by the Fire Department".

Council Member Bates was opposed to the request.

Council Member Mullins moved to grant a Conditional Use Permit with the condition of a maximum of 45 students or a lower number so deemed by the code or state agency for school age children as a replacement for the current building.

Mayor Ash passed the gavel to Council Member Mullins and seconded the motion.

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Council Member Travis opined the request does not fit in with the Master Plan. The building stayed vacant for a lengthy time because of expenses Ms. Lacek incurred due to the City's requirements.

Council Member Mullins commented the Master Plan includes apartments, businesses, and residential; and day care facilities are needed.

The motion failed 3 to 2 with Council Members Bates, Travis, and Goodgame voting in opposition.

City Attorney Mantzaris asked for a motion to deny or approve the request as presented for clarification purposes.

Council Member Goodgame moved to deny the Resolution; seconded by Council Member Travis. The motion passed 3 to 2 with Mayor Ash and Council Member Goodgame voting in opposition.

Item No. 6 – Ordinance No. 2016-15 *Final; Napleton Large Scale Comprehensive Plan Amendment*

City Clerk Ackroyd Howe read Ordinance 2016-15 aloud by title only.

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.

Senior Planner Kruse presented the request to change the future land use from Lake County's Regional Commercial and Regional Office to the City's Commercial designation. The property was annexed and rezoned to C-2 General Commercial in April 2016, and the proposed Comprehensive Plan Amendment was approved for transmittal to the Florida Department of Economic Opportunity and reviewing agencies. The Florida Department of Economic Opportunity notified the City in June that they had no objections to the Comprehensive Plan Amendment. Staff recommended approval of the request.

Attorney Scott Glass; representing The Napleton Group, was available to answer any questions.

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

Council Member Goodgame moved for adoption of Ordinance 2016-15; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

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The following three items were heard collectively and voted on separately.

Item No. 7 – Ordinance No. 2016-17 *Final; The Vue – Rezoning*

City Clerk Ackroyd Howe read Ordinance 2016-17 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. 8 – Ordinance No. 2016-21 *Final; The Vue – Closing of Right-of-Way*

City Clerk Ackroyd Howe read Ordinance 2016-21 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the right-of-way easements north/south roadway between tracts 20, 21, 28, and 29 as shown on the plat of Clermont, Lake Highlands 28-22-26 PB 2 PG 28 Public Records of Lake County, Florida; less right-of-way for Hooks Street; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Item No. 9 – Resolution No. 2016-15 *The Vue; Conditional Use Permit*

City Clerk Ackroyd Howe read Resolution 2016-15 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for multi-family residential.

Planning Manager Henschel commented the rezoning request was previously scheduled for public hearings in April 2016 and discussed at the May 24, 2016 meeting; however, the request was postponed to allow the developer additional time to refine the proposal.

The applicant requested a rezoning of 42 acres from C-2 General Commercial and Urban Estate to Planned Unit Development zoning for a mixed use project consisting of a multi-family apartment complex, general commercial uses, retention area, and open space. The property is located south of Highway 50, west of Miss Florida Avenue, and north and south of Hooks Street.

The eastern 17 acres were part of a previous Conditional Use Permit for a Planned Unit Development known as Hills of Clermont, and was permitted for C-2 General Commercial uses within Urban Estate zoning. The property is currently vacant. The property south of Hooks Street is currently used as retention and open space. The western 13 acres is not part of the Hills of Clermont Planned Unit Development and is zoned C-2 General Commercial.

The applicant requested the closing of an undeveloped right-of-way running north/south near the middle of the proposed development. The right-of-way was platted as part of the original Lake Highlands Company plat and has existed for over 100 years. Staff recommended approval of the request.

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The applicant has proposed two options. Option A proposes six acres of C-2 General Commercial along a portion of Highway 50, with 324 multi-family units on 27 acres. Option B proposes 10.5 acres of C-2 General Commercial along Highway 50 with 258 multi-family units on 22.5 acres.

The applicant has identified several waivers required to the Land Development Code to make the site developable as proposed. The multi-family units will be constructed in buildings of multi-level construction which may have heights up to 55 feet and retaining walls up to 13 feet in height. The applicant requested a maximum elevation change through cut and fill of up to 15 feet due to excessive grade changes.

The applicant is requesting a reduced landscape buffer along Highway 50 due to the severe topography of the site towards Hooks Street. The applicant has indicated a 10-foot wide buffer with 30 percent more plantings will be installed. The applicant requested the driveways from Highway 50 be allowed below the center line due to the elevation change on the site and would work with the City Engineer to approve proposed grading to ensure adequate outfall and protection to prevent runoff into the finished floor of the buildings.

The applicant requested a variance for 9 x 18-foot parking stalls for 30 percent of the parking spaces. The applicant proposes to gate the multi-family portion of the project and requested a variance to allow the gating.

The applicant is requesting the elimination of a landscape buffer under the Duke Energy power lines. The applicant indicated the current agreement with Duke Energy prohibits landscaping within the high voltage power line easement.

The Planned Unit Development will allow all permitted C-2 uses; inclusive of one retailer less than 100,000 square feet but greater than 20,000 square feet. The revised site plan dated June 14, 2016 shows the location of the proposed building adjacent to Highway 50. The building will be required to meet all other Land Development codes.

The applicant provided staff an initial growth impact report from the Lake County School Board indicating the project would have an estimated impact of 92 students for Option A. A traffic study and school concurrency report would be required prior to site plan approval

The Planning and Zoning Commission voted 4 to 3 to recommend approval of Option B at the May 3, 2016 Planning and Zoning Commission meeting. Staff recommended approval of Option B; however, staff cannot support the waivers as proposed. Staff requested adding a condition to Section 3, Number 12 to read: Automotive dealerships and automotive parts sales shall not be allowed within the Planned Unit Development without an amendment. Staff requested a condition stating the existing curb cut on Highway 50; to the east of the site, allow access to the lot at the corner of Highway 50 and Miss Florida Avenue.

The applicant has requested a Conditional Use Permit for up to 12 units per acre for the multi-family portion of the project. Policy 1.9.2 states "Residential development shall be limited to 12 units per acre; however, densities higher than 8 units per acre shall require a Conditional Use Permit." The policy does not state Planned Unit Development zoning. An administrative text amendment to the Comprehensive

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Plan will be processed at a later date; therefore, the applicant is requesting the Conditional Use Permit and the other details of the project will be contained in the Planned Unit Development zoning ordinance. This would allow the applicant to move forward with the project and be consistent with the Comprehensive Plan. Staff recommended approval of the Conditional Use Permit request to allow 12 units per acre, not to exceed an overall unit count of 324 units.

Attorney Cecelia Bonifay; Akerman Law Firm, commented the site was challenging due to the topography. The landscape buffer along Highway 50 has an existing berm under the control of the Department of Transportation and the proposal is for a 10-foot landscape buffer. Due to the topography, a retaining wall is proposed; with a 5 foot drop-down and additional parking in front of the commercial structures. Landscaping on Hooks Street will not be allowed as there is a swale permitted by the St. Johns River Water Management District. The wall height waiver request is for 13-feet where needed, and terracing would be implemented should additional wall height be required. Compact parking is proposed for 30 percent of the spaces, with most of the compact spaces for employee parking around the commercial area. The cut and fill waiver is for 5 feet. The condition of no automobile dealerships or automotive repairs suggested by staff is acceptable. The cross access suggested by staff is within the determination of Duke Energy and the developer does not have control over the cross access approval.

Jonathan Moore and Major Stacy were also present to answer any questions.

Mayor Ash opened the public hearing.

Jim Purvis spoke in favor of the request. Mr. Purvis expressed concern regarding school concurrency and requested approval include a 'no go dark' clause.

Harry Mason spoke in opposition of the request and expressed concern of setting precedence in regards to parking requirements.

Patrick Bianchi; representing the seller of the property located on Highway 50 and Miss Florida Avenue, stated the site would have to grant his client easement access. Mr. Bianchi spoke in favor of approval, conditioned on Duke Energy's cross access approval.

Chris Jenkins expressed concern with crime, lack of green space, and lack of controlled growth.

Mayor Ash closed the Public Hearing.

Mayor Ash recessed the meeting at 8:49pm. Mayor Ash reconvened the meeting at 9:01pm.

Attorney Bonifay clarified providing an easement or cross access is not an issue with the applicant.

Council Members Bates, Goodgame, Mullins and Travis noted they met with Attorney Bonifay.

Council Member Travis spoke of approving the multi-family housing as townhomes or condominiums only, and not for apartments.

Council Member Mullins preferred townhomes, condominiums, or garden homes, as opposed to apartments.

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Council Member Goodgame preferred parking underneath the building to reduce the percentage of compact parking spaces, and including elevators in the residential buildings. Mr. Moore commented the parking will be reviewed during site development.

Mr. Goodgame inquired if deceleration lanes were included in the road cuts. Attorney Bonifay stated the road cuts included deceleration lanes.

Council Member Bates asked if the plans included two entrances. Planning Manager Henschel stated the Code requires two entrances.

Council Member Bates inquired of the access to the commercial area from the residential area. Major Stacey stated there was no internal connection between the commercial and residential area.

Council Member Travis preferred approving the commercial portion and have the remaining property as green space.

Council Member Goodgame inquired of how the property would be managed. Mr. Moore commented the commercial would have a separate management company from the residential development.

Council Member Goodgame asked of having a “no go dark” clause, also known as a “no vacancy” clause. City Attorney Mantzaris stated the clause is problematic from an enforcement perspective.

Mayor Ash inquired if the residential would be for seniors. Mr. Moore commented the developers have not determined if there will be age restrictions.

Council Member Travis asked if the residential area could be townhomes or condominiums. Mr. Moore expressed concern of the profitability of townhomes or condominiums

Council Member Mullins moved to approve Ordinance 2016-17 as presented; seconded by Council Member Goodgame. The motion passed 3 to 2 on a roll call vote with Council Member Travis and Mayor Ash opposed.

Council Member Mullins moved for adoption of Ordinance 2016-21; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

Council Member Mullins moved to approve Resolution 2016-15 as amended for up to a maximum of 258 units; seconded by Council Member Bates.

Under discussion, Council Member Bates inquired if a denial would disallow the request to return before Council. City Manager Gray stated the applicant would not be able to return for a certain time frame.

Council Member Bates preferred the applicant provide more details of the multi-family units. City Manager Gray stated Council approved Ordinance 2016-17; which allowed the multi-family units and the Planned Unit Development. Staff will work with the developers on the details of the units during the site review process.

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

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REGULAR COUNCIL MEETING
June 28, 2016

Item No. 10 – Ordinance No. 2016-26 *Final; Field Monumentation*

City Clerk Ackroyd Howe read Ordinance 2016-26 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 110 Subdivisions, Section 110-263 Field Monumentation; providing for codification; severability; effective date; and publication.

Planning Manager Henschel presented the administrative request to update the Land Development Code pertaining to using concrete markers for marking lots in subdivisions. The Land Development Code requires concrete markers as opposed to allowing metal rods for marking lots in subdivisions. The change is consistent with the standards in other municipalities. Staff recommended approval.

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

Council Member Goodgame moved to approve Ordinance 2016-26; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Item No. 11 – Ordinance No. 2016-27 *Final; Automotive Dealerships*

City Clerk Ackroyd Howe read Ordinance 2016-27 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 122 Zoning, Section 122-223 Permitted Uses; Section 122-224 Conditional Uses; providing for codification; severability; effective date; and publication.

Planning Manager Henschel presented the administrative request to update the Land Development Code pertaining to automotive dealerships. The General Commercial C-2 zoning section of the Land Development Code allows for automotive and truck services; carwashes; and automobile, truck, boat, and farm equipment sales as permitted uses within the zoning district. Permitted uses do not require City Council approval when developing a site. Staff proposed to move the permitted uses to conditional uses with the Code. Staff recommended approval.

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

Council Member Goodgame moved to approve Ordinance 2016-27; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

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MINUTES
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The following four items were heard collectively and voted on separately.

Item No. 12 – Ordinance No. 2016-23 *Final; Citrus Tower Self Storage – Annexation*

City Clerk Ackroyd Howe read Ordinance 2016-23 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 contiguous to the present City boundaries; providing for an effective date, severability, recording, and publication.

Item No. 13 – Ordinance No. 2016-24 *Final; Citrus Tower Self Storage – Comprehensive Plan Amendment*

City Clerk Ackroyd Howe read Ordinance 2016-24 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Small Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Small Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Small Scale Comprehensive Plan Amendment; providing for the adoption of the Small Scale Comprehensive Plan Amendment; establishing the legal status of the Small Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Item No. 14 – Ordinance No. 2016-25 *Final; Citrus Tower Self Storage - Rezoning*

City Clerk Ackroyd Howe read Ordinance 2016-25 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.

NEW BUSINESS

Item No. 15 – Resolution No. 2016-23 *Citrus Tower Self Storage – Conditional Use Permit*

City Clerk Ackroyd Howe read Resolution 2016-23 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a self-storage facility occupying more than 20,000 square feet of floor space.

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Senior Planner Kruse presented the request to annex property located at 423 Citrus Tower Boulevard. The property is an enclave in Lake County with the City abutting on all four sides of the property. The property is approximately five acres, has several existing structures, and is serviced by well water and a septic system. The applicant wishes to receive water and sewer services from the City in order to develop the property into a self-storage facility. Staff recommended approval of the annexation request.

Senior Planner Kruse presented the request for a Small Scale Comprehensive Plan Amendment to change the future land use from Lake County's Regional Office to the City's Industrial designation. The applicant and staff initially looked at the Commercial future land use designation; however, floor area ratios would be inconsistent with the Comprehensive Plan. Staff recommended approval of the Small Scale Comprehensive Plan Amendment.

Senior Planner Kruse presented the request to rezone the property to C-2 General Commercial to redevelop the property as a self-storage facility. Staff recommended approval of the rezoning request.

Senior Planner Kruse presented the request for a Conditional Use Permit for a self-storage facility with more than 20,000 square feet of floor space. The applicant is proposing to redevelop the property to include seven buildings ranging in size from 3,900 square feet up to 24,750 square feet. The overall square footage will be 90,000 square feet and will be developed to the Land Development Code and meet the City's architectural standards. Staff recommended approval of the request.

Rick McCoy; Project Engineer, and Bob Thompson; Applicant, were present to answer any questions.

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

Council Member Goodgame asked of the building construction material. Mr. Thompson commented the building will be all steel construction and built in three phases.

Council Member Mullins inquired of zoning the property to M-1. Senior Planner Kruse stated the preference was rezoning to C-2. City Attorney Mantzaris commented changing the zoning would require re-advertising the various related requests.

Council Member Bates asked of the number of units under air conditioning. Mr. Thompson stated 50 percent would be under air conditioning.

Council Member Goodgame moved to adopt Ordinance 2016-23; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote

Council Member Goodgame moved to adopt Ordinance 2016-24; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Council Member Goodgame moved to adopt Ordinance 2016-25; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Council Member Goodgame moved to approve Resolution 2016-23; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
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Item No. 16 – Resolution No. 2016-20 *Redemption Worship Center – Conditional Use Permit*

City Clerk Ackroyd Howe read Resolution 2016-20 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a church in the C-2 General Commercial zoning district.

Senior Planner Kruse presented the request for a Conditional Use Permit to establish a church in the existing Emerald Lakes Shopping Plaza. The church plans to meet on Wednesday evenings and Sundays. The hours of operation do not occur at peak business hours for a majority of the other tenants in the shopping plaza. Staff recommended approval of the request.

Henry Rubin; Applicant, was present to answer any questions.

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

Council Member Bates moved for approval of Resolution 2016-20; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 17 – Resolution No. 2016-21 *Pinecrest Lakes Academy – Conditional Use Permit*

The request was withdrawn by the applicant.

ADJOURN: With no further comments, this meeting was adjourned at 10:02pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the replat.		
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 Final plat.pdf		

PAGE

MY COMMISSION EXPIRES: _____

LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9891
WEB: www.leadingedge.com
LICENSED BUSINESS NUMBER: 6846

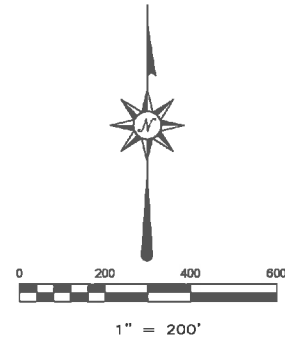
VINEYARDS AT HAMMOCK RIDGE CROSSINGS
RESIDENTIAL PARCEL & PARK PARCEL
CITY OF CLERMONT

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, A PORTION OF LOT 2, BLOCK 2 AND
ALL OF LOT 3, BLOCK 2, TUSCANY VILLAGE PHASE 1, AS RECORDED IN PLAT BOOK 64,
PAGES 13 THROUGH 15, LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA

SHEET 2 OF 6

PLAT
BOOK

PAGE

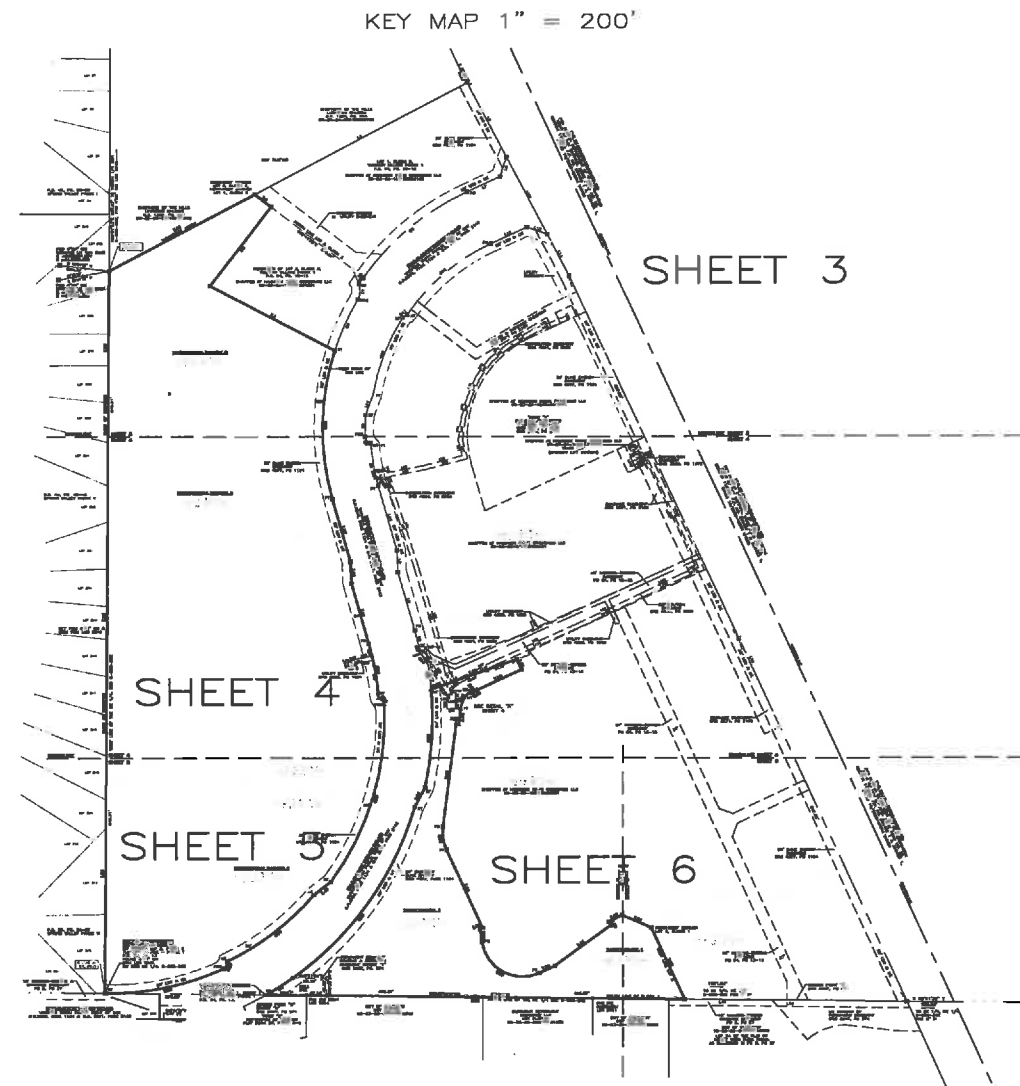


LEGEND

- SET 4"x4" CONCRETE MONUMENT
PRM L&B 6846
- △ SET NAIL & DISK
PRM L&B 6846
- FND 4"x4" CONCRETE MONUMENT
PRM L&B 7343
- ▲ FND NAIL & DISK
PRM L&B 7343
- SET IRC
LSB 6846
- FND FOUND
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- IRC IRON ROD & CAP
- IR IRON ROD
- N&D NAIL & DISK
- CM CONCRETE MONUMENT
- O.R. OFFICIAL RECORDS
- (P) PER PLAT
- (C) CALCULATED
- (M) MEASURED
- ID IDENTIFICATION
- CDNC CONCRETE
- MON MONUMENT
- ROW RIGHT OF WAY
- EP EDGE OF PAVEMENT
- LSB LANDSCAPE BUFFER
- UE UTILITY EASEMENT
- NT NON TANGENT
- PCC POINT OF COMPOUND CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- POB POINT OF BEGINNING
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- LB LICENSED BUSINESS
- COR CORNER
- SEC SECTION

CURVE	RADIUS	ARC LENGTH	DELTA	ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.10	37.37	53.23.29	S 04.02.28	W 38.03	
C2	595.89	1242.18	124.22.25	S 24.19.13	W 131.81	
C3	613.00	317.73	29.41.52	S 50.19.57	W 314.19	
C4	613.00	2.72	0.15.17	S 35.21.23	W 2.72	
C5	613.00	18.51	1.32.38	S 34.27.28	W 18.51	
C6	743.94	55.10	4.14.37	N 13.57.09	W 55.09	
C7	484.00	102.76	12.09.53	N 09.59.33	W 102.57	
C8	15.40	21.00	78.08.21	N 41.11.43	W 18.41	
C9	486.00	50.95	5.53.10	N 00.49.02	E 50.93	
C10	484.00	195.87	23.11.13	N 21.04.04	E 184.53	
C11	15.40	13.52	50.39.21	N 55.41.08	E 13.18	
C12	479.00	269.78	31.04.12	N 49.38.49	E 266.58	
C13	95.50	177.31	106.22.31	N 61.42.10	W 152.91	
C14	98.97	39.26	31.59.31	N 08.44.43	W 34.55	
C15	65.00	47.31	43.01.22	N 28.47.43	E 48.20	
C16	57.00	14.58	14.39.34	N 57.48.48	E 14.54	
C17	756.00	54.30	4.06.58	N 07.11.37	W 54.29	
C18	756.00	15.36	1.09.51	N 09.50.00	W 15.36	
C19	42.51	22.33	30.05.54	N 44.03.00	W 22.08	
C20	744.00	575.48	44.18.59	N 38.25.59	E 581.22	
C21	756.00	231.27	17.31.40	N 03.37.40	E 230.37	
C22	588.00	354.11	34.02.30	S 00.58.48	W 348.92	
C23	632.00	130.43	11.49.28	N 10.05.48	W 130.20	
C24	15.40	20.45	77.55.27	N 41.50.48	W 19.37	
C25	644.00	442.85	39.23.58	N 16.48.53	E 434.17	
C26	632.00	257.82	23.22.25	N 52.36.37	E 256.04	
C27	632.00	20.34	27.58.02	N 26.41.44	E 19.37	
C28	644.00	282.15	25.08.08	N 78.12.48	E 278.90	
C29	744.00	73.70	5.40.31	N 57.45.13	E 73.67	
C30	632.00	90.15	8.10.23	N 06.19.58	W 90.08	
C31	632.00	10.01	0.54.27	N 12.40.53	W 10.01	
C32	756.00	39.56	5.18.46	N 07.46.33	W 68.64	
C33	744.00	10.09	0.48.12	N 11.59.30	W 10.09	
C34	484.00	11.17	1.19.20	S 12.36.45	E 11.17	

LINE	BEARING	DISTANCE
L1	N 62.37.53	W 325.77
L2	N 37.50.17	E 235.60
L3	N 52.44.05	W 48.22
L4	N 62.16.10	E 563.17
L5	S 27.44.02	W 187.24
L6	S 18.43.25	W 48.22
L7	S 65.10.53	W 85.17
L8	N 18.04.28	W 141.94
L9	N 02.54.43	W 11.42
L10	N 18.04.28	W 156.78
L11	N 20.24.12	E 50.29
L12	N 65.10.53	E 81.89
L13	S 71.18.44	E 50.74
L14	S 27.44.02	E 110.61
L15	S 24.49.43	E 185.84
L16	N 89.21.37	W 520.68
L17	N 24.49.35	W 185.26
L18	N 65.10.53	W 23.10
L19	S 85.08.58	W 45.62
L20	S 24.49.35	E 110.01
L21	S 53.57.47	W 180.32
L22	S 65.08.45	W 39.51
L23	N 08.30.54	W 30.85
L24	N 65.17.31	E 6.88
L25	N 24.49.29	W 201.17
L26	N 07.17.02	E 243.82
L27	S 62.42.58	E 6.00
L28	N 07.17.02	E 36.18
L29	S 41.03.28	E 6.00
L30	N 65.08.55	E 114.33
L31	N 24.53.25	E 11.47
L32	S 70.38.48	W 211.78
L33	S 62.16.10	W 385.72
L34	N 27.38.43	E 2.81
L35	S 89.21.37	E 978.74
L36	N 00.21.53	E 1893.22
L37	N 18.04.28	W 152.37
L38	N 02.54.43	W 11.42
L39	N 18.04.28	W 146.35
L40	N 52.28.49	E 50.53
L41	N 89.21.30	W 4.44
L42	N 79.21.37	E 35.80
L43	N 78.03.42	E 118.63
L44	N 07.43.00	W 4.10
L45	N 82.17.00	E 4.73
L46	N 07.43.00	E 4.81
L47	S 82.17.00	E 4.81
L48	N 07.43.00	E 4.81
L49	S 78.03.42	W 9.22
L50	S 79.21.37	W 35.88
L51	N 87.13.05	W 40.00
L52	N 02.46.55	W 20.00
L53	N 87.13.05	E 1.45
L54	N 02.46.55	E 14.18
L55	N 32.40.51	W 111.55
L56	S 77.54.46	W 0.75
L57	N 77.54.46	E 0.75
L58	S 32.40.51	E 1105.51
L59	N 09.31.27	W 43.34
L60	N 65.10.17	W 253.20
L61	N 17.49.19	W 185.89
L62	N 36.16.04	W 24.84
L63	S 67.29.34	W 4.58
L64	N 13.30.26	W 8.74
L65	N 78.09.13	W 9.44
L66	S 78.09.13	E 9.28
L67	N 78.28.34	E 20.00
L68	S 13.30.26	E 5.00
L69	N 78.55.59	E 83.61
L70	N 78.51.49	E 86.41
L71	N 15.52.34	W 37.24
L72	N 08.12.20	E 52.63
L73	N 15.55.35	E 52.09
L74	N 23.11.58	E 51.59
L75	N 36.16.37	E 52.03
L76	N 51.02.12	E 52.86
L77	N 60.02.52	E 73.02
L78	N 68.33.28	E 81.75
L79	N 21.22.48	E 110.00
L80	S 66.33.28	W 81.00
L81	S 60.02.52	W 71.48
L82	S 51.02.12	W 50.77
L83	S 36.16.10	W 49.59
L84	S 23.11.56	W 49.80
L85	S 15.55.35	W 50.78
L86	N 08.12.20	W 49.83
L87	S 15.52.34	E 45.35
L88	S 75.31.49	W 1106.96
L89	N 78.53.59	W 83.48
L90	S 13.30.26	E 5.00
L91	N 78.28.34	W 4.58
L92	S 67.18.04	E 22.27
L93	S 17.49.19	E 186.63
L94	N 16.30.17	E 253.92
L95	N 09.31.27	E 177.71
L96	S 51.04.26	E 118.09
L97	N 63.36.43	E 101.71
L98	N 89.57.01	E 203.61
L99	N 64.30.28	E 174.74
L100	N 64.12.09	E 1100.19
L101	N 69.23.04	E 39.78
L102	N 74.13.05	E 76.15
L103	N 68.00.00	W 14.68
L104	N 28.09.44	E 18.05
L105	N 63.50.16	W 20.00
L106	N 26.09.44	W 31.85
L107	N 63.50.16	E 20.00
L108	N 28.09.44	E 2.51
L109	N 65.10.49	E 24.92
L110	N 24.49.11	E 301.30
L111	N 69.23.04	W 50.07
L112	N 24.12.02	W 99.72
L113	N 61.30.25	W 175.88
L114	N 89.57.01	W 203.53
L115	N 63.36.43	W 100.40
L116	S 51.04.26	W 23.01
L117	N 09.31.27	E 9.30
L118	N 87.13.05	E 4.48
L119	N 02.46.55	E 23.84
L120	N 87.13.05	W 1.45
L121	N 02.46.55	E 13.26
L122	N 27.44.02	E 204.17



LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
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WEB: www.leadingedges.com
LICENSED BUSINESS NUMBER: 6846

VINEYARDS AT HAMMOCK RIDGE CROSSINGS
RESIDENTIAL PARCEL & PARK PARCEL
CITY OF CLERMONT

SHEET 3 OF 6

PLAT
BOOK

PAGE

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, A PORTION OF LOT 2, BLOCK 2 AND
ALL OF LOT 3, BLOCK 2, TUSCANY VILLAGE PHASE 1, AS RECORDED IN PLAT BOOK 64,
PAGES 13 THROUGH 15, LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA



0 50 100 150

1" = 50'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.10'	37.37'	53°23'29"	S 04°02'28" W	36.03'
C2	599.99'	132.18'	12°42'28"	S 24°19'13" W	131.81'
C3	613.00'	317.23'	29°41'52"	S 50°19'57" W	314.19'
C4	613.00'	27.75'	0°15'17"	S 35°21'23" W	27.75'
C5	613.00'	16.51'	1°32'38"	S 35°21'23" W	16.51'
C6	743.94'	55.10'	4°14'37"	N 13°57'09" W	55.09'
C7	484.00'	102.76'	12°09'53"	N 09°59'33" W	102.57'
C8	15.40'	21.00'	78°08'21"	N 21°11'43" W	19.41'
C9	486.00'	50.95'	5°53'10"	N 00°49'02" E	50.93'
C10	484.00'	185.87'	23°11'13"	N 21°04'04" E	184.53'
C11	15.40'	13.62'	50°39'21"	N 55°41'08" E	13.18'
C12	426.00'	259.75'	31°04'12"	N 49°38'48" E	256.58'
C13	65.50'	177.31'	106°22'31"	N 61°42'10" W	152.61'
C14	98.97'	35.25'	31°59'31"	N 08°42'43" W	54.55'
C15	63.00'	47.51'	43°01'18"	N 28°47'43" E	46.20'
C16	57.00'	14.88'	14°39'34"	N 57°48'48" E	14.54'
C17	756.00'	54.30'	4°06'55"	N 07°11'37" W	54.29'
C18	756.00'	15.38'	1°09'51"	N 02°50'03" W	15.36'
C19	42.31'	22.33'	30°05'54"	N 44°03'00" W	22.08'
C20	744.00'	575.48'	44°18'59"	N 33°25'59" E	561.22'
C21	756.00'	251.27'	17°51'40"	N 03°37'40" E	250.37'
C22	596.00'	384.11'	34°02'30"	S 00°58'48" W	348.82'
C23	632.00'	130.43'	11°49'28"	N 10°09'48" W	130.20'
C24	15.40'	20.85'	77°58'27"	N 41°28'43" W	19.37'
C25	644.00'	442.85'	49°23'58"	N 18°48'53" E	434.17'
C26	632.00'	287.82'	23°22'25"	N 52°38'37" E	256.04'
C27	13.40'	20.84'	77°58'27"	N 41°28'43" W	19.37'
C28	644.00'	282.15'	72°08'08"	N 26°41'44" E	199.90'
C29	744.00'	73.70'	8°40'31"	N 57°48'13" E	73.67'
C30	632.00'	90.15'	8°10'23"	N 08°19'56" W	90.08'
C31	632.00'	10.01'	0°54'21"	N 04°29'17" W	10.01'
C32	756.00'	68.66'	5°16'46"	N 07°48'33" W	68.64'
C33	744.00'	10.00'	0°48'12"	N 11°59'30" W	10.00'
C34	484.00'	11.17'	1°13'20"	S 12°36'45" E	11.17'

LINE	BEARING	DISTANCE
L1	N 82°37'53" W	339.77'
L2	N 37°40'17" E	234.50'
L3	N 52°44'03" W	48.22'
L4	N 62°16'10" E	385.72'
L5	S 27°44'02" E	187.24'
L6	S 18°43'25" W	48.22'
L7	S 65°10'53" W	65.17'
L8	S 62°16'10" W	385.72'
L9	N 02°21'53" E	189.32'
L10	N 13°30'26" W	8.74'
L11	N 76°08'13" W	9.44'
L12	S 72°09'13" E	9.25'
L13	N 76°29'34" E	20.00'
L14	N 13°30'26" E	5.00'
L15	N 72°35'59" E	83.51'
L16	N 75°31'49" E	98.51'
L17	N 13°52'34" W	37.24'
L18	N 08°12'20" E	52.63'
L19	N 15°55'33" E	52.09'
L20	N 23°11'56" E	51.59'
L21	N 36°16'37" E	52.03'
L22	N 51°02'12" E	52.86'
L23	N 60°02'52" E	73.02'
L24	N 68°33'28" E	81.75'
L25	N 21°22'46" E	10.00'
L26	S 68°33'28" W	81.00'
L27	S 50°02'52" W	71.48'
L28	S 51°02'12" W	50.77'
L29	S 36°16'37" W	49.59'
L30	S 23°11'56" W	49.80'
L31	S 15°55'33" W	50.78'
L32	S 08°12'20" W	49.83'
L33	S 12°22'34" W	43.35'
L34	S 23°31'48" W	106.96'
L35	S 26°33'58" W	83.48'
L36	S 18°43'25" W	48.22'
L37	S 76°29'34" W	4.58'

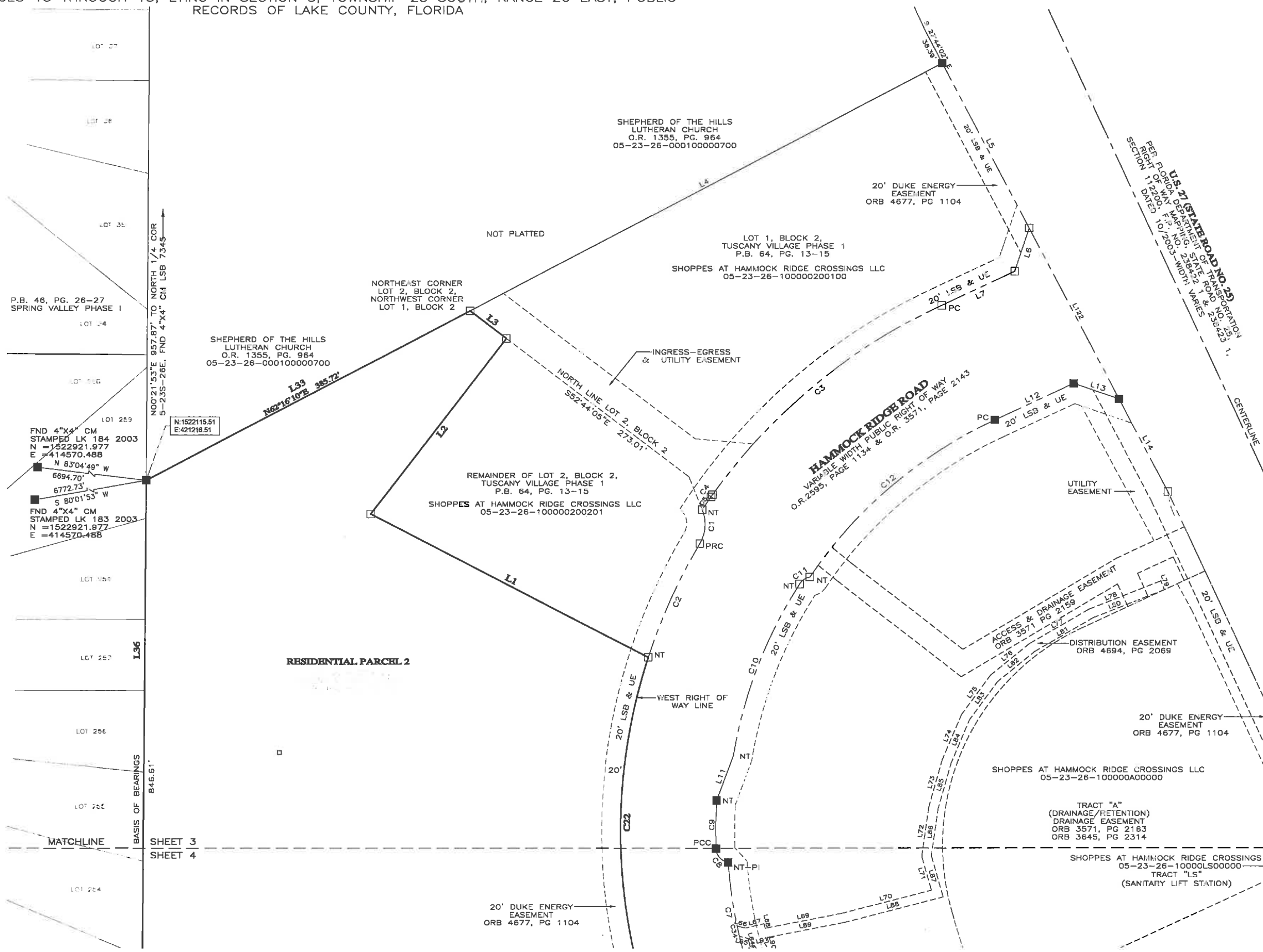
LEGEND

- SET 4"x4" CONCRETE MONUMENT PRM L5B 6846
- △ SET NAIL & DISK PRM L5B 6846
- FND 4"x4" CONCRETE MONUMENT PRM L5B 7345
- ▲ FND NAIL & DISK PRM L5B 7-45
- SET IRC L5B 6846
- FND FOUND
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- IRC IRON ROD & CAP
- N&D NAIL & DISK
- CM CONCRETE MONUMENT
- O.R. OFFICIAL RECORDS
- (P) PER PLAT
- (C) CALCULATED
- (M) MEASURED
- ID IDENTIFICATION
- CONC CONCRETE
- MON MONUMENT
- ROW RIGHT OF WAY
- EP EDGE OF PAVEMENT
- LSB LANDSCAPE BUFFER
- UE UTILITY EASEMENT
- NT NON TANGENT
- PCC POINT OF COMPOUND CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- POB POINT OF BEGINNING
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- LB LICENSED BUSINESS
- COR CORNER
- SEC SECTION



LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
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WEB: www.leadingedgeland.com

LICENSED BUSINESS NUMBER: 6846



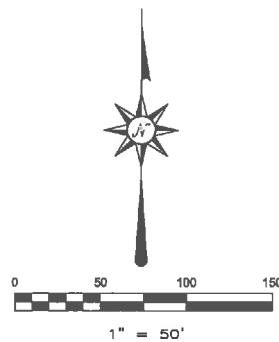
VINEYARDS AT HAMMOCK RIDGE CROSSINGS
RESIDENTIAL PARCEL & PARK PARCEL
CITY OF CLERMONT

SHEET 4 OF 6

PLAT
BOOK

PAGE

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, A PORTION OF LOT 2, BLOCK 2 AND
ALL OF LOT 3, BLOCK 2, TUSCANY VILLAGE PHASE 1, AS RECORDED IN PLAT BOOK 64,
PAGES 13 THROUGH 15, LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.10	37.37	89.43	S 04°02'28" W	38.03
C2	595.89	132.18	172°22'25"	S 24°18'13" W	131.91
C3	613.00	317.73	28°41'52"	S 50°19'57" W	314.19
C4	613.00	2.72	0°13'17"	S 35°21'23" W	2.72
C5	613.00	16.51	11°32'38"	S 34°27'28" W	16.51
C6	743.94	55.10	4°14'37"	N 1°57'08" W	55.09
C7	484.00	102.76	172°08'53"	N 09°36'33" W	102.57
C8	15.40	21.00	78°08'21"	N 41°11'43" W	19.41
C9	486.00	50.95	2°53'10"	N 00°49'02" E	50.93
C10	484.00	185.87	2°51'11"	N 71°04'04" E	184.53
C11	15.40	13.82	50°38'21"	N 55°41'08" E	13.18
C12	479.00	259.75	31°04'12"	N 49°38'48" E	256.98
C13	65.50	177.51	1°06'22" S1	N 61°42'10" W	162.91
C14	68.97	55.26	31°59'31"	N 08°42'43" W	54.55
C15	63.00	47.31	43°01'22"	N 28°47'43" E	46.20
C16	67.00	14.58	1°43'34"	N 57°48'48" E	14.54
C17	756.00	52.30	4°08'55"	N 07°11'37" W	52.29
C18	756.00	15.38	1°09'51"	N 09°50'00" W	15.38
C19	42.51	12.33	30°05'54"	N 44°03'00" W	12.08
C20	744.00	575.48	44°18'59"	N 32°25'58" E	561.22
C21	756.00	231.27	17°31'40"	N 03°37'40" E	230.37
C22	596.00	335.11	34°02'40"	S 00°42'40" W	326.92
C23	632.00	130.43	11°49'28"	N 10°08'46" W	130.20
C24	15.40	20.85	77°55'27"	N 41°50'48" W	19.37
C25	644.00	442.85	38°23'58"	N 16°48'53" E	434.17
C26	632.00	257.82	24°22'47"	N 52°36'47" E	246.05
C27	15.40	20.94	77°58'02"	N 26°41'44" E	19.37
C28	644.00	282.15	25°08'08"	N 78°12'48" E	279.90
C29	744.00	743.70	5°40'41"	N 57°45'13" E	743.61
C30	632.00	80.15	8°10'23"	N 08°18'58" W	80.08
C31	632.00	10.01	0°54'27"	N 12°50'53" W	10.01
C32	756.00	69.88	9°18'48"	N 57°46'43" W	69.64
C33	744.00	10.00	0°48'12"	N 11°58'30" W	10.00
C34	484.00	111.17	1°19'20"	S 12°36'45" E	111.17

LINE BEARING	DISTANCE
L1 N 62°37'53" W	329.77
L2 N 37°40'17" E	234.60
L3 N 52°44'05" W	448.22
L4 N 62°18'10" E	563.17
L5 S 27°44'02" E	1197.24
L6 S 18°43'28" W	448.22
L7 S 85°10'53" W	85.17
L8 N 16°04'28" W	141.94
L9 N 02°34'43" W	851.42
L10 N 16°04'28" W	156.78
L11 N 20°24'12" E	50.29
L12 N 65°10'53" E	81.99
L13 S 71°18'34" E	50.74
L14 S 27°44'02" E	1110.91
L15 S 24°49'43" E	11875.62
L16 N 68°21'32" W	520.68
L17 N 24°49'35" W	185.26
L18 N 66°45'59" W	73.10
L19 S 65°08'55" W	35.82
L20 S 24°53'25" E	110.81
L21 S 53°57'37" W	1160.32
L22 S 65°08'55" W	35.81
L23 N 08°30'54" W	50.85
L24 N 65°17'31" E	16.66
L25 N 24°49'35" W	201.17
L26 N 07°17'02" E	243.82
L27 S 62°42'58" E	6.00
L28 N 07°17'02" E	36.16
L29 S 41°03'28" E	6.00
L30 N 65°06'55" E	1114.33
L31 N 24°53'25" W	28.47
L32 S 70°55'45" W	2111.78

LINE BEARING	DISTANCE
L33 S 62°18'10" W	385.72
L34 N 27°38'43" E	52.21
L35 S 89°21'52" E	198.74
L36 N 00°21'53" E	1683.22
L37 N 16°04'28" W	152.37
L38 N 02°43'43" W	511.42
L39 N 16°04'28" W	146.35
L40 N 5°26'48" E	50.53
L41 S 89°21'50" W	3.44
L42 N 78°21'37" E	35.60
L43 N 78°03'42" E	18.83
L44 N 07°43'00" W	4.10
L45 N 82°17'00" E	4.75
L46 N 07°43'00" W	10.00
L47 S 82°17'00" W	14.73
L48 S 07°43'00" E	4.81
L49 S 78°03'42" W	8.22
L50 S 79°21'37" W	35.88
L51 S 89°13'05" W	20.00
L52 N 02°48'55" W	20.00
L53 N 87°13'05" E	11.45
L54 N 09°48'55" W	11.15
L55 N 32°40'51" W	111.55
L56 S 77°54'48" W	70.75
L57 N 77°54'48" E	70.68
L58 S 32°40'51" E	105.51
L59 N 08°31'27" W	743.34
L60 S 08°31'27" E	37.71
L61 N 51°04'28" E	118.09
L62 N 63°38'45" E	101.71
L63 S 63°38'45" W	100.40
L64 S 01°04'28" W	20.01
L65 N 08°31'27" E	8.30
L66 N 87°13'05" E	6.48
L67 S 02°48'55" E	24.84
L68 S 87°13'05" W	11.45
L69 S 02°48'55" E	113.26

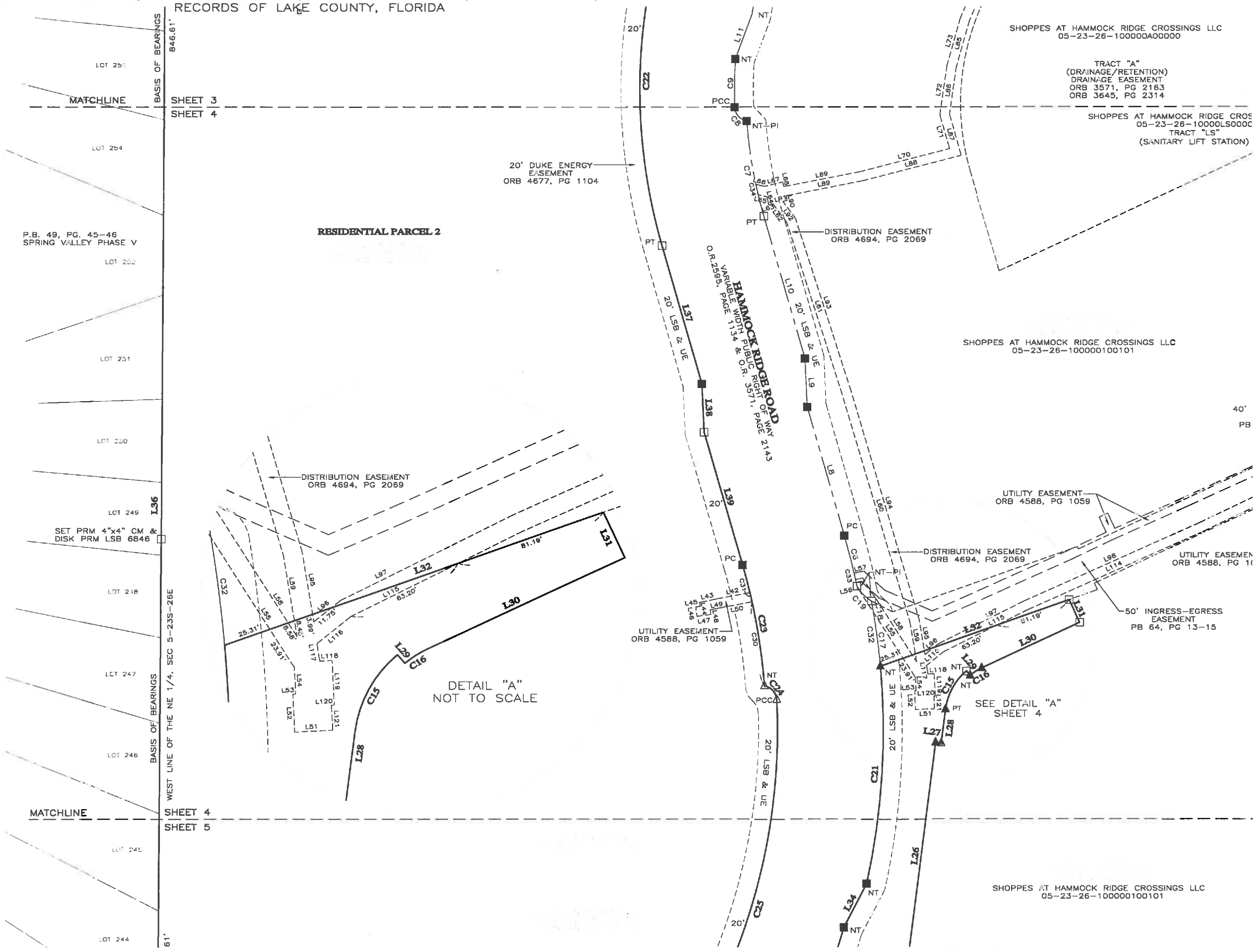
LEGEND

- SET 4"x4" CONCRETE MONUMENT PRM L5B 6846
- △ SET NAIL & DISK PRM L5B 6846
- FND 4"x4" CONCRETE MONUMENT PRM L5B 7345
- ▲ FND NAIL & DISK PRM L5B 7345
- SET IRC L5B 8846
- FND FOUND
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- IRC IRON ROD & CAP
- IR IRON ROD
- N2D NAIL & DISK
- CM CONCRETE MONUMENT
- O.R. OFFICIAL RECORDS
- (P) PER PLAT
- (C) CALCULATED
- (M) MEASURED
- ID IDENTIFICATION
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- UE UTILITY EASEMENT
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- PCC POINT OF COMPOUND CURVATURE
- PC POINT OF CURVATURE
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- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- LB LICENSED BUSINESS
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- SEC SECTION

LEADING EDGE
LAND SERVICES

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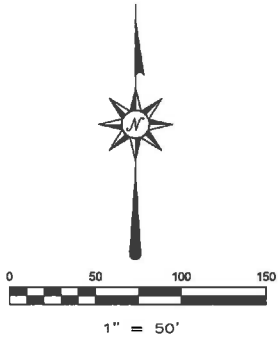
LICENSED BUSINESS NUMBER: 6846



VINEYARDS AT HAMMOCK RIDGE CROSSINGS
RESIDENTIAL PARCEL & PARK PARCEL
CITY OF CLERMONT

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, A PORTION OF LOT 2, BLOCK 2 AND ALL OF LOT 3, BLOCK 2, TUSCANY VILLAGE PHASE 1, AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

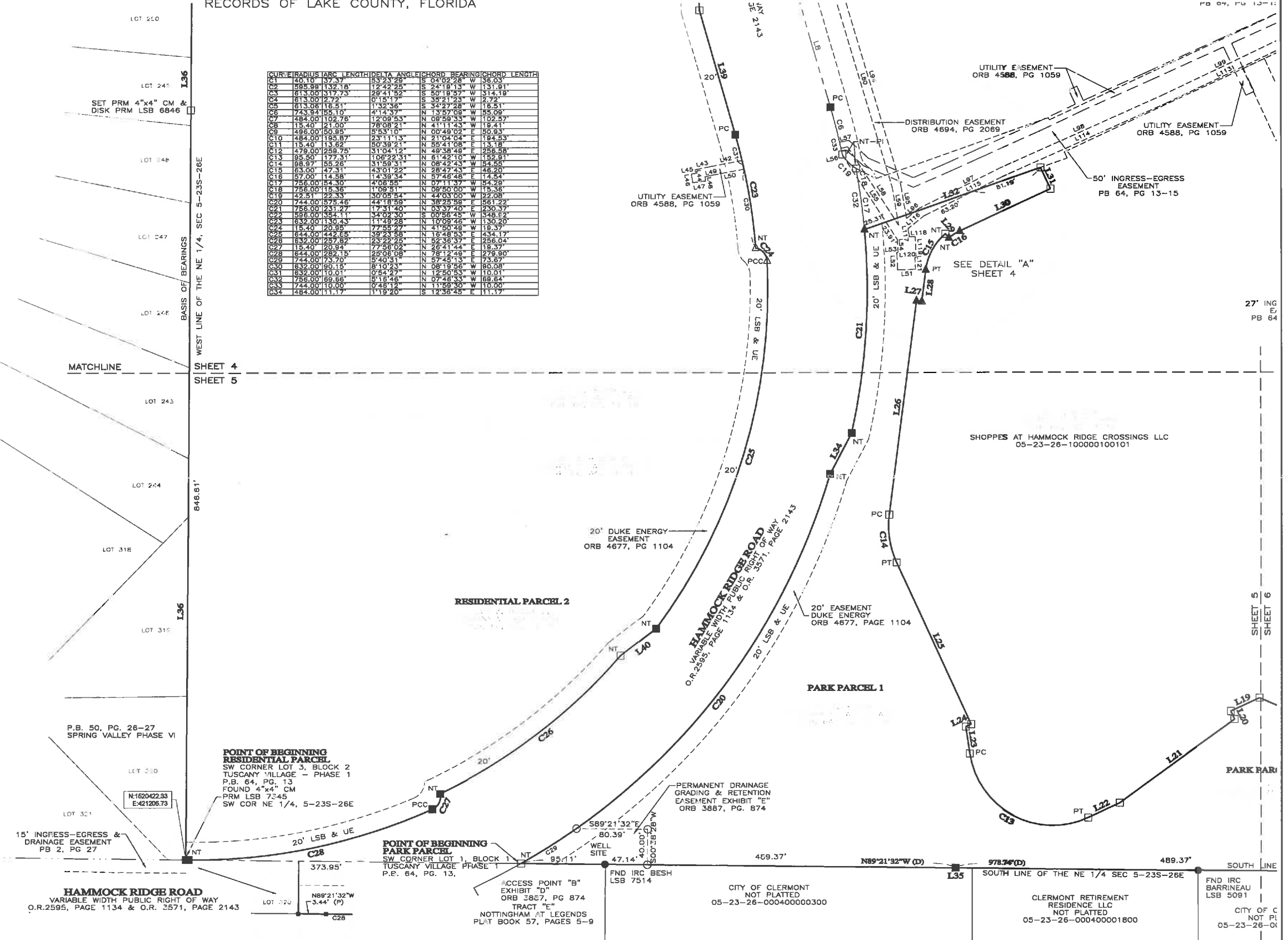
LINE	BEARING	DISTANCE
L1	N 62°37'53" W	325.77'
L2	N 37°40'17" E	123.80'
L3	N 52°44'05" W	48.22'
L4	N 82°18'10" E	563.17'
L5	S 27°44'02" E	118.24'
L6	S 18°43'25" W	48.22'
L7	S 65°10'53" W	85.17'
L8	N 15°04'28" W	151.94'
L9	N 02°54'23" W	51.12'
L10	N 18°04'28" W	156.78'
L11	N 20°24'12" E	50.29'
L12	N 85°10'45" E	91.69'
L13	S 71°18'34" E	50.74'
L14	S 27°44'02" E	110.91'
L15	S 24°49'43" E	187.55'
L16	N 85°21'32" W	520.88'
L17	N 24°49'35" W	185.28'
L18	N 68°43'59" W	175.10'
L19	S 65°08'35" W	35.62'
L20	S 24°53'45" E	10.01'
L21	S 53°59'17" W	150.32'
L22	S 65°08'35" W	35.61'
L23	N 08°30'54" W	30.65'
L24	N 65°17'51" E	16.66'
L25	N 25°42'28" W	201.17'
L26	N 07°17'02" E	243.82'
L27	S 82°12'58" E	16.00'
L28	N 07°17'02" E	155.18'
L29	S 41°03'28" E	6.00'
L30	N 65°06'35" E	114.33'
L31	N 25°13'25" W	226.42'
L32	S 70°35'45" W	211.76'
L33	S 69°18'10" W	385.72'
L34	N 27°18'43" E	52.21'
L35	S 88°21'32" E	97.74'
L36	N 00°21'53" E	1693.22'
L37	N 18°04'28" W	152.42'
L38	N 02°34'43" W	51.42'
L39	N 18°04'28" W	146.35'
L40	N 52°44'05" W	150.53'
L41	N 85°21'32" W	33.44'
L42	N 78°21'37" E	35.60'
L43	N 78°03'42" E	18.63'
L44	N 07°43'00" E	4.81'
L45	N 82°17'00" E	4.73'
L46	N 07°43'00" E	10.00'
L47	S 82°17'00" E	4.81'
L48	N 07°43'00" E	4.81'
L49	S 78°03'42" E	18.63'
L50	S 78°21'37" E	35.60'
L51	S 67°13'05" W	20.00'
L52	N 02°48'55" W	1.45'
L53	N 02°48'55" W	1.45'
L54	N 32°40'51" W	111.55'
L55	S 72°44'46" W	10.75'
L56	N 72°44'46" W	10.75'
L57	S 32°40'51" E	110.51'
L58	N 02°48'55" W	1.45'
L59	N 02°48'55" W	1.45'
L60	N 16°14'17" W	263.20'
L61	N 17°48'19" E	188.89'
L62	N 36°18'04" W	24.84'
L63	S 78°21'37" E	35.60'
L64	N 13°55'23" W	10.74'
L65	N 78°09'13" W	9.44'
L66	S 78°09'13" E	9.25'
L67	N 78°29'34" E	20.00'
L68	S 13°30'26" E	5.00'
L69	N 78°55'51" E	83.61'
L70	N 75°11'49" E	86.41'
L71	N 15°52'34" W	37.24'
L72	N 08°12'40" E	52.83'
L73	N 15°52'34" E	37.24'
L74	N 23°11'58" E	51.59'
L75	N 36°18'37" E	52.03'
L76	N 51°02'12" E	62.88'
L77	N 80°02'52" E	73.02'
L78	N 68°33'26" E	61.75'
L79	S 21°22'44" E	10.00'
L80	S 68°53'26" W	81.00'
L81	S 60°02'52" W	71.48'
L82	S 51°02'12" W	50.77'
L83	S 38°18'37" W	49.59'
L84	S 23°11'58" W	49.80'
L85	S 15°52'34" W	50.78'
L86	S 06°11'20" W	49.83'
L87	S 15°52'34" E	45.35'
L88	S 75°31'49" W	106.98'
L89	S 76°58'59" W	83.48'
L90	S 13°30'26" E	5.00'
L91	S 75°29'34" W	4.58'
L92	S 36°18'04" E	22.27'
L93	S 17°48'19" E	180.63'
L94	S 16°30'17" E	253.92'
L95	S 09°31'27" E	37.71'
L96	N 51°04'28" E	18.09'
L97	N 63°36'45" E	101.71'
L98	N 65°57'01" E	203.61'
L99	N 64°30'25" E	175.73'
L100	N 64°12'02" E	100.15'
L101	N 65°23'05" E	35.79'
L102	N 24°49'11" W	278.15'
L103	S 68°00'00" W	14.68'
L104	S 25°08'44" E	8.05'
L105	S 63°48'15" W	20.00'
L106	N 28°08'44" W	31.85'
L107	N 63°50'18" E	20.00'
L108	N 28°08'44" E	12.61'
L109	N 65°10'49" E	24.92'
L110	N 24°49'11" E	301.30'
L111	S 65°23'05" W	50.07'
L112	S 64°12'02" W	99.72'
L113	S 64°30'25" W	175.86'
L114	S 65°57'01" W	203.53'
L115	S 63°38'45" W	100.40'
L116	S 51°04'28" W	23.01'
L117	S 09°31'27" E	9.30'
L118	N 65°11'53" E	16.46'
L119	N 02°48'55" E	23.64'
L120	S 87°13'05" W	11.45'
L121	N 02°48'55" E	13.28'
L122	S 27°44'02" E	204.17'



LEGEND

- SET 4"x4" CONCRETE MONUMENT PRM LSB 6848
- △ SET NAIL & DISK PRM LSB 6848
- FND 4"x4" CONCRETE MONUMENT PRM LSB 7315
- ▲ FND NAIL & DISK PRM LSB 7345
- SET IRC LSB 6846
- FND FOUND
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- IRC IRON ROD & CAP
- IR IRON ROD
- N&D NAIL & DISK
- CM CONCRETE MONUMENT
- O.R. OFFICIAL RECORDS
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- LSB LANDSCAPE BUFFER
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- NT NON TANGENT
- PCP POINT OF COMPOUND CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- POB POINT OF BEGINNING
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- LB LICENSED BUSINESS
- COR CORNER
- SEC SECTION

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	595.98	132.18	124.22°	S 24°19'13" W	131.91'
C3	613.00	317.73	284.15°	S 50°19'57" W	314.19'
C4	613.00	12.72	0°15'17"	S 39°21'23" W	2.72'
C5	613.00	18.51	1°32'36"	S 34°27'28" W	18.51'
C6	743.94	55.10	4°14'37"	N 13°57'08" W	55.09'
C7	484.00	102.78	12°09'53"	N 08°58'33" W	102.37'
C8	15.40	21.00	78°08'21"	N 41°11'43" W	19.41'
C9	496.00	50.85	5°53'10"	N 00°49'02" E	50.83'
C10	484.00	195.87	231°11'13"	N 21°04'04" E	194.53'
C11	15.40	13.62	30°39'21"	N 55°41'08" E	13.18'
C12	479.00	258.75	31°04'12"	N 48°38'48" E	256.58'
C13	95.50	177.31	106°22'31"	N 61°42'10" W	152.91'
C14	98.97	65.26	31°59'31"	N 08°42'43" W	64.55'
C15	63.00	47.31	43°01'22"	N 28°47'43" E	46.20'
C16	57.00	14.58	14°38'34"	N 57°46'48" E	14.54'
C17	755.00	64.30	4°08'55"	N 07°11'37" W	64.28'
C18	755.00	15.36	1°09'51"	N 09°50'00" W	15.36'
C19	42.51	22.33	30°05'54"	N 44°03'00" W	22.08'
C20	744.00	575.48	44°18'59"	N 38°23'59" E	561.22'
C21	755.00	231.27	17°31'40"	N 03°37'40" E	230.37'
C22	596.00	354.11	34°02'30"	N 00°58'45" W	348.62'
C23	632.00	130.43	17°48'28"	N 10°09'46" W	130.20'
C24	15.40	20.95	77°48'28"	N 41°50'48" W	19.37'
C25	644.00	442.65	39°23'58"	N 18°48'53" E	434.17'
C26	632.00	257.82	33°29'28"	N 52°36'37" E	256.04'
C27	15.40	20.94	77°48'28"	N 41°50'48" W	19.37'
C28	644.00	282.15	25°08'08"	N 78°12'49" E	279.90'
C29	744.00	73.70	5°40'31"	N 57°45'13" E	73.67'
C30	632.00	80.15	8°10'23"	N 08°19'56" W	80.08'
C31	632.00	10.01	0°54'27"	N 12°50'53" W	10.01'
C32	755.00	89.68	8°16'46"	N 07°46'33" W	89.64'
C33	744.00	10.00	0°48'12"	N 11°59'30" W	10.00'
C34	484.00	11.17	1°19'20"	S 12°36'45" E	11.17'



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WEB: www.leadingedge.com
LICENSED BUSINESS NUMBER: 6846

HAMMOCK RIDGE ROAD
VARIABLE WIDTH PUBLIC RIGHT OF WAY
O.R. 2595, PAGE 1134 & O.R. 3571, PAGE 2143

POINT OF BEGINNING RESIDENTIAL PARCEL
SW CORNER LOT 3, BLOCK 2
TUSCANY VILLAGE - PHASE 1
P.B. 64, PG. 13
FOUND 4"x4" CM
PRM LSB 7345
SW COR NE 1/4, 5-23S-26E

POINT OF BEGINNING PARK PARCEL
SW CORNER LOT 1, BLOCK 1
TUSCANY VILLAGE PHASE 1
P.B. 64, PG. 13

ACCESS POINT "B" EXHIBIT "D"
ORB 3857, PG 874
TRACT "E"
NOTTINGHAM AT LEGENDS
PLAT BOOK 57, PAGES 5-9

CITY OF CLERMONT
NOT PLATTED
05-23-26-000400000300

CLERMONT RETIREMENT RESIDENCE LLC
NOT PLATTED
05-23-26-000400001800

CITY OF CLERMONT
NOT PLATTED
05-23-26-000400001800

VINEYARDS AT HAMMOCK RIDGE CROSSINGS
RESIDENTIAL PARCEL & PARK PARCEL
CITY OF CLERMONT

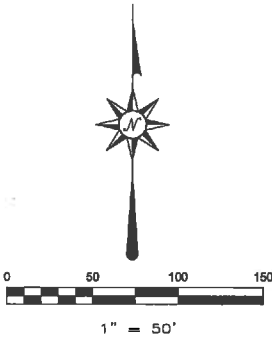
SHEET 6 OF 6

PLAT
BOOK

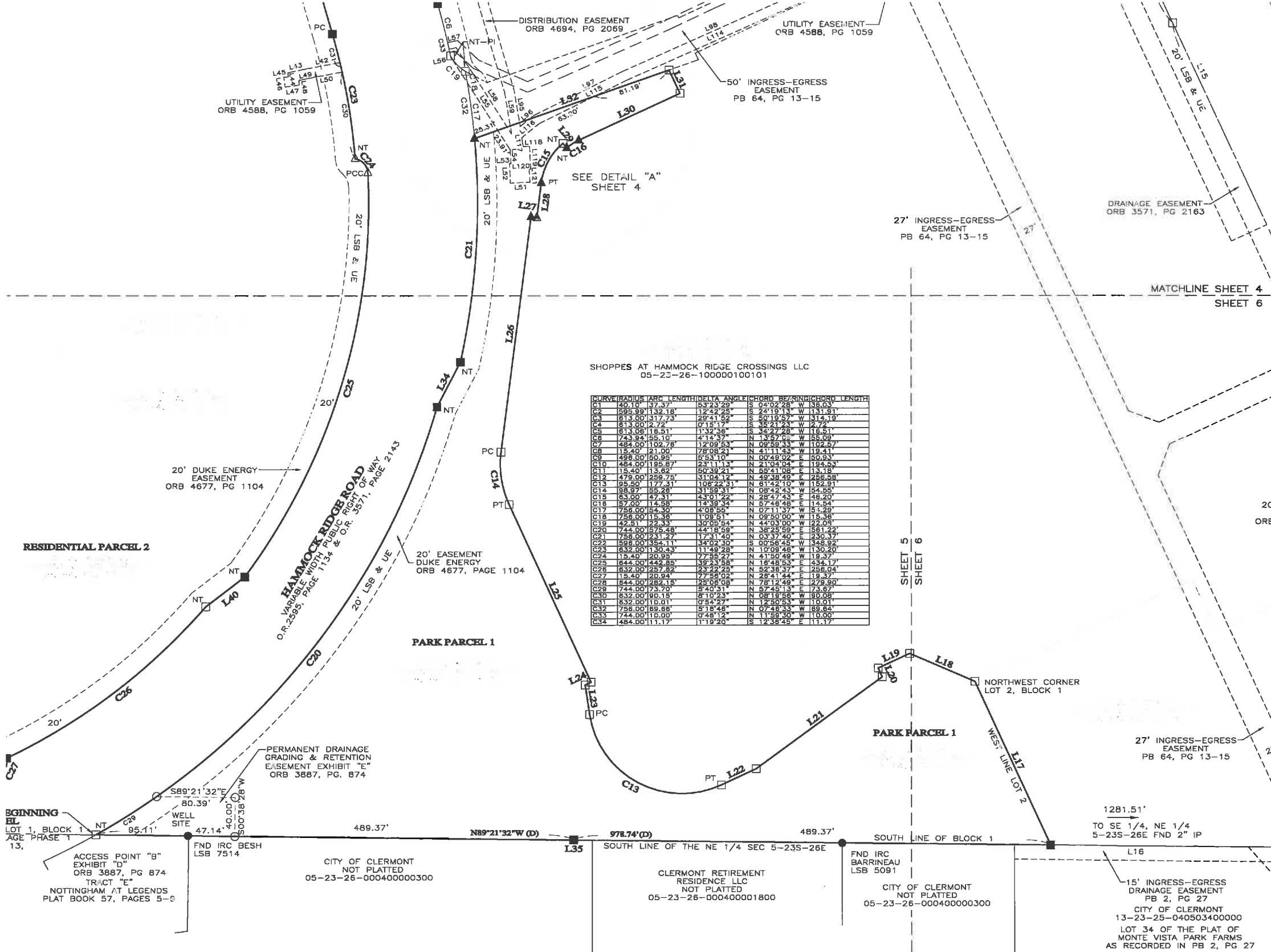
PAGE

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, A PORTION OF LOT 2, BLOCK 2 AND
ALL OF LOT 3, BLOCK 2, TUSCANY VILLAGE PHASE 1, AS RECORDED IN PLAT BOOK 64,
PAGES 13 THROUGH 15, LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	N 82°37'53" W	1234.60'
L2	N 37°40'17" E	1234.60'
L3	N 67°44'05" W	488.22'
L4	N 82°18'10" E	1853.17'
L5	N 27°44'02" E	1187.24'
L6	N 18°44'05" W	488.22'
L7	N 65°10'55" E	1853.17'
L8	N 18°04'28" W	141.94'
L9	N 02°34'43" W	151.43'
L10	N 16°42'50" E	1156.28'
L11	N 20°24'12" E	150.29'
L12	N 65°10'55" E	1853.17'
L13	N 27°44'02" E	1187.24'
L14	N 18°44'05" W	488.22'
L15	N 65°10'55" E	1853.17'
L16	N 27°44'02" E	1187.24'
L17	N 18°44'05" W	488.22'
L18	N 65°10'55" E	1853.17'
L19	N 27°44'02" E	1187.24'
L20	N 18°44'05" W	488.22'
L21	N 65°10'55" E	1853.17'
L22	N 27°44'02" E	1187.24'
L23	N 18°44'05" W	488.22'
L24	N 65°10'55" E	1853.17'
L25	N 27°44'02" E	1187.24'
L26	N 18°44'05" W	488.22'
L27	N 65°10'55" E	1853.17'
L28	N 27°44'02" E	1187.24'
L29	N 18°44'05" W	488.22'
L30	N 65°10'55" E	1853.17'
L31	N 27°44'02" E	1187.24'
L32	N 18°44'05" W	488.22'
L33	N 65°10'55" E	1853.17'
L34	N 27°44'02" E	1187.24'
L35	N 18°44'05" W	488.22'
L36	N 65°10'55" E	1853.17'
L37	N 27°44'02" E	1187.24'
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L39	N 65°10'55" E	1853.17'
L40	N 27°44'02" E	1187.24'
L41	N 18°44'05" W	488.22'
L42	N 65°10'55" E	1853.17'
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L44	N 18°44'05" W	488.22'
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L48	N 65°10'55" E	1853.17'
L49	N 27°44'02" E	1187.24'
L50	N 18°44'05" W	488.22'
L51	N 65°10'55" E	1853.17'
L52	N 27°44'02" E	1187.24'
L53	N 18°44'05" W	488.22'
L54	N 65°10'55" E	1853.17'
L55	N 27°44'02" E	1187.24'
L56	N 18°44'05" W	488.22'
L57	N 65°10'55" E	1853.17'
L58	N 27°44'02" E	1187.24'
L59	N 18°44'05" W	488.22'
L60	N 65°10'55" E	1853.17'
L61	N 27°44'02" E	1187.24'
L62	N 18°44'05" W	488.22'
L63	N 65°10'55" E	1853.17'
L64	N 27°44'02" E	1187.24'
L65	N 18°44'05" W	488.22'
L66	N 65°10'55" E	1853.17'
L67	N 27°44'02" E	1187.24'
L68	N 18°44'05" W	488.22'
L69	N 65°10'55" E	1853.17'
L70	N 27°44'02" E	1187.24'
L71	N 18°44'05" W	488.22'
L72	N 65°10'55" E	1853.17'
L73	N 27°44'02" E	1187.24'
L74	N 18°44'05" W	488.22'
L75	N 65°10'55" E	1853.17'
L76	N 27°44'02" E	1187.24'
L77	N 18°44'05" W	488.22'
L78	N 65°10'55" E	1853.17'
L79	N 27°44'02" E	1187.24'
L80	N 18°44'05" W	488.22'
L81	N 65°10'55" E	1853.17'
L82	N 27°44'02" E	1187.24'
L83	N 18°44'05" W	488.22'
L84	N 65°10'55" E	1853.17'
L85	N 27°44'02" E	1187.24'
L86	N 18°44'05" W	488.22'
L87	N 65°10'55" E	1853.17'
L88	N 27°44'02" E	1187.24'
L89	N 18°44'05" W	488.22'
L90	N 65°10'55" E	1853.17'
L91	N 27°44'02" E	1187.24'
L92	N 18°44'05" W	488.22'
L93	N 65°10'55" E	1853.17'
L94	N 27°44'02" E	1187.24'
L95	N 18°44'05" W	488.22'
L96	N 65°10'55" E	1853.17'
L97	N 27°44'02" E	1187.24'
L98	N 18°44'05" W	488.22'
L99	N 65°10'55" E	1853.17'
L100	N 27°44'02" E	1187.24'
L101	N 18°44'05" W	488.22'
L102	N 65°10'55" E	1853.17'
L103	N 27°44'02" E	1187.24'
L104	N 18°44'05" W	488.22'
L105	N 65°10'55" E	1853.17'
L106	N 27°44'02" E	1187.24'
L107	N 18°44'05" W	488.22'
L108	N 65°10'55" E	1853.17'
L109	N 27°44'02" E	1187.24'
L110	N 18°44'05" W	488.22'
L111	N 65°10'55" E	1853.17'
L112	N 27°44'02" E	1187.24'
L113	N 18°44'05" W	488.22'
L114	N 65°10'55" E	1853.17'
L115	N 27°44'02" E	1187.24'
L116	N 18°44'05" W	488.22'
L117	N 65°10'55" E	1853.17'
L118	N 27°44'02" E	1187.24'
L119	N 18°44'05" W	488.22'
L120	N 65°10'55" E	1853.17'
L121	N 27°44'02" E	1187.24'
L122	N 18°44'05" W	488.22'



- LEGEND**
- SET 4"x4" CONCRETE MONUMENT PRM L5B 6846
 - △ SET NAIL & DISK PRM L5B 6846
 - FND 4"x4" CONCRETE MONUMENT PRM L5B 7345
 - ▲ FND NAIL & DISK PRM L5B 7345
 - SET IRC L5B 6846
 - FND FOUND
 - PCP PERMANENT CONTROL POINT
 - PRM PERMANENT REFERENCE MONUMENT
 - IR IRON ROD
 - N&D NAIL & DISK
 - CM CONCRETE MONUMENT
 - O.R. OFFICIAL RECORDS
 - (P) PER PLAT
 - (C) CALCULATED
 - (M) MEASURED
 - ID IDENTIFICATION
 - CONC CONCRETE
 - MON MONUMENT
 - ROW RIGHT OF WAY
 - EP EDGE OF PAVEMENT
 - LSB LANDSCAPE BUFFER
 - UE UTILITY EASEMENT
 - NT NON TANGENT
 - PCC POINT OF COMPOUND CURVATURE
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - PI POINT OF INTERSECTION
 - POB POINT OF BEGINNING
 - ORB OFFICIAL RECORDS BOOK
 - PG PAGE
 - LB LICENSED BUSINESS
 - COR CORNER
 - SEC SECTION



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.10'	137.37'	53.73°	S 04°02'28" W	135.03'
C2	595.99'	132.18'	12°42'25"	S 24°19'13" W	131.81'
C3	613.00'	317.73'	29°41'52"	S 50°19'57" W	314.19'
C4	613.00'	2.72'	0°15'17"	S 32°21'23" W	2.72'
C5	613.00'	16.51'	1°32'36"	S 34°27'28" W	16.51'
C6	743.94'	55.10'	4°14'37"	N 13°57'05" W	55.09'
C7	484.00'	102.75'	12°08'53"	N 09°59'33" W	102.57'
C8	15.40'	121.00'	78°08'51"	N 41°11'43" W	19.41'
C9	498.00'	50.95'	5°53'10"	N 00°48'02" E	50.93'
C10	484.00'	195.87'	23°11'14"	N 21°04'04" E	194.53'
C11	15.40'	13.62'	50°39'21"	N 58°41'08" E	13.19'
C12	479.00'	259.75'	31°04'12"	N 49°38'49" E	258.58'
C13	95.50'	177.31'	106°22'31"	N 81°42'10" W	152.91'
C14	98.97'	155.28'	31°59'51"	N 08°42'43" E	54.55'
C15	63.00'	47.31'	43°01'22"	N 28°47'43" E	46.20'
C16	57.00'	14.58'	14°38'34"	N 57°46'46" E	14.54'
C17	758.00'	94.30'	4°08'55"	N 07°11'37" W	93.29'
C18	758.00'	15.38'	1°09'51"	N 09°50'00" W	15.38'
C19	42.51'	22.33'	30°05'54"	N 44°03'00" W	22.03'
C20	744.00'	575.48'	44°18'59"	N 38°25'59" E	581.22'
C21	758.00'	251.27'	17°31'40"	N 03°37'40" E	230.37'
C22	598.00'	354.11'	34°02'30"	S 00°56'45" W	348.92'
C23	632.00'	130.43'	11°49'28"	N 10°09'48" W	130.20'
C24	15.40'	120.55'	77°58'27"	N 41°50'48" E	18.37'
C25	644.00'	442.85'	38°23'58"	N 16°48'53" E	434.17'
C26	632.00'	257.82'	25°26'25"	N 52°38'37" E	258.04'
C27	15.40'	20.94'	7°09'44"	N 19°31'44" E	19.37'
C28	844.00'	282.15'	25°08'08"	N 75°12'48" E	279.90'
C29	744.00'	73.70'	5°40'31"	N 57°45'13" E	73.67'
C30	832.00'	90.15'	6°10'11"	N 11°59'40" W	90.08'
C31	632.00'	10.01'	0°54'29"	N 12°50'53" W	10.01'
C32	758.00'	88.68'	5°18'46"	N 07°48'33" W	88.64'
C33	744.00'	10.00'	0°48'13"	N 11°59'40" W	10.00'
C34	484.00'	111.17'	1°19'20"	S 12°38'45" E	111.17'

LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedges.com
LICENSED BUSINESS NUMBER: 5846



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Proposal Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Hylant Orlando, LLC to provide employee healthcare and benefits consulting services.		
Staff Report		
The evaluation committee recommends approval of the above action. The Human Resources Department contacted the Purchasing Department to determine the most cost effective manner to obtain employee healthcare and benefits consulting services. Hylant Orlando, LLC, is currently the City's healthcare and benefits insurance broker. The purpose of this RFQ was to convert from a broker arrangement to that of a benefits consultant arrangement. The Purchasing Department issued a Request for Qualifications (RFQ) number 16-033 on April 5, 2016 to obtain the services of a qualified company. The RFQ was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were two (2) responses to the RFQ. An evaluation committee composed of four (4) city staff members (three voting members and one non-voting member) reviewed, scored and ranked the responses. Hylant Orlando, LLC was the top ranked firm selected for their qualifications, knowledge and experience of the healthcare and benefits field. The Purchasing Director entered into negotiations with Hylant Orlando, LLC. which had originally proposed an \$87,000 annual fee. During negotiations, the Purchasing Director reduced the annual fee to \$55,000, a savings of \$32,000. The reduction in price did not affect the level of service or the scope of services described in the RFQ. The agreement is scheduled to start January 1, 2017 to coincide with the benefits plan year. The award recommendation is being made to the most qualified respondent Hylant Orlando, LLC.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$55,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Response Tabulation	RFQ 16-033 Response Tabulation.pdf
2.	Evaluation Summary	RFQ 16-033 Evaluation Summary.pdf
3.	Fee Schedule	Exhibit A.pdf
4.	Ad	RFQ 16-033 Health benefits consultant.docx



RESPONSE TABULATION

RFQ 16-033, EMPLOYEE HEALTHCARE AND BENEFITS CONSULTING SERVICES
DUE DATE/TIME: APRIL 28, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	ADDENDA 2	1-ORIGINAL, 4-COPIES
Denny Stone Better Benefits, LLC. – Vero Beach, FL	Y	N	Y
Hylant Orlando, LLC. – Lake Mary, FL	Y	Y	Y

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



City of Clermont Shortlist Summary

RFQ No. 16-033 PROJECT TITLE: EMPLOYEE HEALTHCARE AND BENEFITS CONSULTANT SERVICES

Meeting Location and Time:

May 9, 2016 at 9:00a.m. 2nd Floor Conference Room 232

Evaluation Committee Members:

Joe VanZile	Finance Director
Susan Dauderis	Human Resources Director
Nadine Ohlinger	Risk and Benefits Manager
Freddy Suarez	Purchasing Director (non voting member)
Leslie Purdy-Houston	Purchasing Agent (non voting member)

	Points Received	Points Received	Points Received	Total Points	Ranking
Denny Stone Better Benefits	48	32	37	117	2
Hylant	95	95	95	285	1

Meeting Notes:

The Evaluation Committee, after scoring the responses, decided to rank the responses based on their total points received.

EXHIBIT A

Fee Schedule

The following fee schedule will be effective from January 1, 2017 to December 31, 2017 and will be net of commissions for Hylant.

Scope of Services Fee Schedule	Cost
	\$55,000.00
Review, analyze, and provide recommendation of current and future employee benefit plans, including critical plan components, appropriate funding, and propose plan changes supported by fact driven analysis and best practices.	
Assist in the implementation and oversight of the self-funded health and dental plan, vision, life, accidental death & dismemberment, short & long term disability, and other voluntary fully-insured benefits.	
Provide guidance on annual budgets, recommended reserves, payroll deduction allocations, and plan costs.	
Assist with data collection, questions, and review of the health plan annual actuarial required filings. (The actuary report is prepared by an independent actuarial firm.)	
Assist in the preparation of data required for annual financial reporting in accordance with governmental standards board statement No. 45, Accounting and Financial Reporting by Employer for Post-employment Benefits other than Pensions, and other accounting standards promulgated by governmental standard setting bodies.	
Advise and provide interpretations on new healthcare and benefit plan models, delivery systems, and other topics as necessary.	
Develop and recommend performance standards and guarantees for services providers to measure levels of service as applicable.	
Provide independent annual review of group health programs including funding, reserves, service, benefit plan provisions, premium history, contractual provisions and competitiveness.	
Provide general and technical guidance on employee benefit issues to include healthcare utilization patterns, market analysis, and contract trends.	
Attend and present as City Council meetings.	
Designate a Project Manager for the Agreement at no additional cost to the City. Any changes to the Project Manager cannot be made without the prior approval of the City's Human Resources Director. Consultant shall provide at least two (2) weeks prior notification of any such change request.	
Provide assistance to City staff in vendor renewal negotiations, including evaluation of proposed rates, plan changes and financial analysis.	

<u>Solicitations</u>	Included
Assist in the develop of formal solicitations for employee benefit plans including the preparation of the scopes of services and evaluation criteria, analysis of proposals received and preparation of response comparison, network review, present to and serve as a technical advisor (non-voting) to the Evaluation Committee, fee and contract negotiations, and be prepared to defend recommendations. Fee is based per area of solicitation, defined as follows: (1) Medical, Pharmacy, Stop Loss and Dental. (2) Employer paid ancillary lines of coverage.	
Provide assistance to City staff in vendor award negotiations, including evaluation of proposed rates, plan changes and financial analysis.	
<u>Compliance/Contract Review</u>	Included
Provide general and technical guidance on employee benefit issues to include federal regulation and statute interpretation.	
Review all plan documents and proposed amendments for accuracy, completeness, and compliance with appropriate laws and regulations.	
Assist in the preparation, maintenance, and implementation of the Section 125 Plan.	
Pay for outsourced Cobra administration vendor.	
Assist with the development of policies and procedures regarding eligibility, retirement, Health Insurance Portability and Accountability Act (HIPAA), and other related topics.	
Provide ongoing training for City Staff to ensure appropriate controls, plan provision compliance, and statutory compliance (e.g. HIPAA training).	
Provide updates on law, regulatory, legislative changes, and related compliance issues such as the Patient Protection and Affordable Care Act, including administrative and financial impacts, timelines and requirements.	
<u>Plan Modeling</u>	Included
Analyze the feasibility of alternative employee benefit program designs and cost containment methods by modeling and providing recommendations and assisting in the development and implementation of such programs.	
<u>Employee Engagement</u>	Included
Assist in the development and review of communication materials written by benefits vendors and administrators for content, appearance, compliance, and accuracy.	
Assist in the coordination, material preparation, presentation and other tasks for the City's annual open enrollment period.	
Attend and present at employee meetings.	
<u>Wellness</u>	Included
Assist in the evaluation of the effectiveness of wellness initiatives and disease management programs and suggest program options.	

<u>Member Services</u>	
Assist the City and plan members in resolving claims or other disputes related to vendors, carriers and/or providers.	
<u>Additional Services</u>	Varies
In the event that the City is involved in litigation arising from the solicitation process, the agreement, or employee grievances, the Consultant may be required by the City to prepare the necessary materials and to testify.	\$250 per hour
Conduct periodic audits of health plan administrator/provider, analyze results and prepare reports, when requested (a la carte).	\$250 per hour or per external audit contractor pricing
Provide additional health and benefits plan consulting services as deemed necessary.	\$250 per hour or at an agreed upon project cost
Act as Broker of Record for coverage that is 100% employee paid. Services include all of the above. Lines of coverage include but are not limited to: LTD, STD, Voluntary Life, Vision, Hospital Indemnity, Cancer and Accident.	Standard commissions and contingencies payable. Commissions will be disclosed.

Notes to Agreement

- Local travel and administrative expenses are included in the fees.
- Additional charges may apply for work that is mutually agreed upon in writing in advance.
- Additional Fees to be added in the form of an addendum to the agreement.
- Should commission be payable on lines of coverage addressed under the consulting fee, the consulting fee will be adjusted accordingly.

REQUEST FOR QUALIFICATION

The City of Clermont is requesting proposals from qualified firms to provide a broad range of employee healthcare and benefits consulting services (RFQ 16-033). All responses must be received prior to **2:00 P.M. on Thursday, April 28, 2016**. Information may be obtained from the City's website at <http://www.clermontfl.gov/>

Publication Date: Newspaper
April 8, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Ernie Morris Enterprises, Inc. to provide office furniture, assembly and installation for the new Police Department Headquarter in the total amount of \$291,195.14.		
Staff Report		
The Purchasing Department and the Police Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 16-036 to acquire a qualified company to provide furniture, assembly, and installation to the new Clermont Police Department Headquarters. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were six (6) responses to the RFB. The Police Department with the assistance from the City's architect of record, Architects Design Group (ADG), put together a set of furniture specifications as the basis of bid. The selected furniture specification reflected the best value combination of durability, aesthetics, and price. Alternate bids for equivalent furniture where welcome as long as it met the quality of the furniture specified in the bid. Successful respondent shall provide all labor, materials, transportation, coordination, and all incidentals necessary to complete the work. Ernie Morris Enterprises, Inc. provided two separate priced bids. Their lowest alternate bid of \$261,154.59 represented a furniture option with sub par quality which was not acceptable by the Police Department. Ernie Morris Enterprises, Inc. bid of \$291,195.14 met the quality specifications of the RFB and their proposed furniture line was deemed as equivalent by the Police Department. Award is being recommended to the responsive and responsible bidder Ernie Morris Enterprises, Inc. in the total lump sum price of \$291,195.14 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$291,195.14 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 16-036 Response Tabulation	RFB 16-036 Response Tabulation.pdf	
2. Ad	RFB 16-036 furniture.docx	



RFB 16-036, POLICE DEPARTMENT HEADQUARTER FURNITURE
DUE DATE/TIME: MAY 26, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	TOTAL LUMP SUM PRICE
Ernie Morris Enterprises, Inc. – Bushnell, FL	Y	(Alternate Bid) \$261,154.59
Ernie Morris Enterprises, Inc. – Bushnell, FL	Y	\$291,195.14
Interior Contract Services, Inc. – Orlando, FL	Y	\$304,460.86
Florida Business Interiors – Lake Mary, FL	N	\$322,858.73
Common Sense Furniture – Orlando, FL	N	\$325,209.32
Beaux-Arts Group – Orlando, FL	Y	\$327,050.13
Krueger International, Inc. – Green Bay, WI	N	\$375,527.59

* Addenda 1 was not a mandatory submittal with response.

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide furniture, assembly, and installation to the new Police Department Headquarters (RFB 16-036). All responses must be received prior to **2:00 P.M. on Thursday, May 26, 2016**. Information about the bid may be obtained from the City's website at <http://www.clermontfl.gov/> or through BidSync at <https://www.bidsync.com/>.

Publication Date: Newspaper
April 29, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Allstate Paving, Inc. to provide all labor, material, and equipment necessary for pavement resurfacing services in the total amount of \$336,896.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide street resurfacing services. The Purchasing Department issued a Request for Bid (RFB) number 16-044 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. The lowest price bid from Allstate Paving, Inc. was \$349,797 to conduct street resurfacing of sixteen (16) roads. One of the roads priced at \$12,901 (10th Street, from Desoto Street to SR. 50) is not being considered for award in order to stay below budget. In addition, the omission of this road will allow the City to address any unexpected issues that may arise during the work and cover the cost of streets that may need extensive crack fill. Award is being recommended to low responsive and responsible bidder Allstate Paving, Inc. at the revised total price of \$336,896 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$336,896 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 16-044 Response Tabulation	RFB 16-044 Response Tabulation.pdf	
2. Unit Price Schedule	Unit Price Schedule.pdf	
3. Ad	RFB 16-044 pavement resurfacing.docx	



RESPONSE TABULATION

RFB 16-044, 2016 STREET RESURFACING SERVICES

DUE DATE/TIME: JUNE 30, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1	TOTAL PRICE
Allstate Paving, Inc. – Orlando, FL	Y	Y	\$349,797.00
Traverse Group, Inc. – Clermont, FL	Y	Y	\$399,974.56
Ranger Construction Industries, Inc. – Winter Garden, FL	Y	Y	\$439,840.00
CW Roberts Contracting, Inc. – Wildwood, FL	Y	Y	\$472,265.00
Preferred Materials, Inc. – Kissimmee, FL	Y	Y	\$730,832.00

EXHIBIT “A”

UNIT PRICE SCHEDULE

L.N.	Street Name	Description	Price Per Street
1	Linden Street	From West Avenue To 12 th Street Mill 1-inch and add 1-inch of asphalt	\$27,001.00
2	Linden Street	From East Avenue To Dead End Mill 1-inch and add 1-inch of asphalt	\$17,059.00
3	Seminole Street	From Lake Avenue To East Avenue Mill 1-inch and add 1-inch of asphalt	\$40,449.50
4	East Juniata Street	From Disston Avenue To School Street Mill 1-inch and add 1-inch of asphalt	\$17,346.00
5	Disston Avenue	From Highland Avenue To DeSoto Street Mill 1-inch and add 1-inch of asphalt	\$18,011.00
6	Carrol Street	From 3 rd Street To Dead End Mill 1-inch and add 1-inch asphalt	\$20,251.00
7	Holly Street	From Chestnut Street To West Magnolia Mill 1-inch and add 1-inch of asphalt	\$17,801.00
8	Sunnydell Drive	From Bloxam Avenue To Dead End Mill 1-inch and add 1-inch of asphalt	\$8,687.00
9	Anderson Street	From Minnehaha Avenue To SR 50. Mill 1-inch and add 1-inch of asphalt	\$15,050.00
10	10th Street	From Desoto Street To SR 50 Mill 1-inch and add 1-inch of asphalt	\$12,901.00
11	East Broome	From Disston Street To Scott Street Mill 1-inch and add 1-inch of asphalt	\$11,872.00
12	West Avenue	From SR 50 To Seminole Street Mill 1-inch and add 1-inch of asphalt	26,143.00
13	Chestnut Street	From 7 th Street To Lake Avenue Mill 1-inch and add 1-inch of asphalt	\$9,660.00
14	Scott Street	From East Highland Avenue To Juniata Street Mill 1-inch and add 1-inch of asphalt	\$12,412.50
15	Disston Avenue	From Almond Street To Lakeshore Drive Mill 1-inch and add 1-inch of asphalt	\$34,697.00
16	School Street	From East Highland Avenue To Desoto Street Mill 1-inch and add 1-inch of asphalt	\$17,325.00
17	West Avenue	From SR 50 To Montrose Street Mill 1-inch and add 1-inch of asphalt	\$43,131.00
Total Price			\$336,896.00

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide pavement resurfacing services (RFB 16-044). All responses must be received prior to **2:00 P.M. on Thursday June 30, 2016**. Information about the bid may be obtained from the City's website at <http://www.clermontfl.gov/> or through BidSync at <https://www.bidsync.com/>.

Publication Date: Newspaper
May 25, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number 15-0975CP from Manatee County with Transcor Recycling, LLC. to provide collection of white goods and scrap metal.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Manatee County to obtain the services of the collection and purchase of white goods and scrap metal. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1607-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Manatee County contract. The Manatee County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The sale of various scrap metals material is estimated to be \$3,800 per year based on prior year history.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Manatee County Agreement Executed Contract Transcor Recycling.pdf		
2. RFI RFI 1607-002.pdf		

AGREEMENT No. 15-0975CP

**BETWEEN MANATEE COUNTY, FLORIDA
AND
TRANSCOR RECYCLING, LLC.
FOR
COLLECTION AND PURCHASE OF WHITE GOODS AND SCRAP METAL**

THIS AGREEMENT NO. 15-0975CP for the Collection and Purchase of White Goods and Scrap Metal at the Manatee County Lena Road Landfill is entered into by and between **Manatee County, Florida**, a political subdivision of the State of Florida, located at Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as "COUNTY"), and **Transcor Recycling, LLC**, a Florida corporation, located at 1501 E. 2nd Avenue, Tampa, Florida 33605 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interest of COUNTY to retain, obtain or employ CONTRACTOR for the Collection and Purchase of White Goods and Scrap Metal at the Manatee County Lena Road Landfill; and

WHEREAS, CONTRACTOR submitted a proposal, in response to Request for Proposal #15-0975CP and COUNTY conducted a competitive selection procedure in accordance with Manatee County Code of Laws, resulting in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR covenants and represents to COUNTY that it shall provide services for the Collection and Purchase of White Goods and Scrap Metal as set forth in the Scope of Services, attached as Exhibit "A".

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract, and four (4) Exhibits, which are as follows:

Exhibit "A"	Scope of Services
Exhibit "B"	Compensation
Exhibit "C"	Affidavit of No Conflict
Exhibit "D"	Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

CONTRACTOR shall be entitled to compensation as provided in Exhibit "B" upon acceptable performance of the services specified in Exhibit "A". CONTRACTOR is advised that no contractor or employee of COUNTY may authorize a change in the compensation or terms set forth in Exhibit "B". Any change in compensation or terms for CONTRACTOR must be authorized in writing by COUNTY.

ARTICLE 4. CONTRACT TERM

This Agreement shall commence on October 1, 2015 (hereinafter referred to as the "Effective Date"). This Agreement shall remain in effect for an initial term of one (1) year from the Effective Date. The Agreement may be renewed for four (4) additional terms of one (1) year apiece upon mutual consent of both parties.

ARTICLE 5. NON-PERFORMANCE AND TERMINATION

This Agreement may be terminated as follows:

- A. If COUNTY determines that the performance of CONTRACTOR is not satisfactory, COUNTY shall have the option of (1) immediately terminating the Agreement; or (2) notifying CONTRACTOR of the deficiency with a demand that the deficiency be corrected within a specified reasonable time, otherwise the Agreement shall be deemed terminated at the end of such time.
- B. If COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of CONTRACTOR, COUNTY shall notify CONTRACTOR in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. COUNTY shall be entitled to compensation for all fees collected and receipts received through the date of termination, together with all approved expenses incurred in connection therewith, provided COUNTY has given CONTRACTOR written notice fifteen (15) days in advance of the date of such termination.
- C. If CONTRACTOR fails to commence services to COUNTY, as defined in Exhibit "A", within thirty (30) days of the Effective Date, COUNTY may immediately terminate the Agreement upon written notice to CONTRACTOR.
- D. In the event of early termination, all completed work and drafts-in-progress, along with all related data, studies, charts, computations, correspondence, and any other files or records related to this Agreement possessed or controlled by CONTRACTOR shall become the property of COUNTY, and shall be surrendered to COUNTY with all payments due.

ARTICLE 6. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR

to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (hereinafter referred to as the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 7. COUNTY OWNERSHIP OF WORK PRODUCT

The parties agree that all documents, records, and files produced by CONTRACTOR in connection with the services rendered pursuant to this Agreement shall be the property of COUNTY and shall be provided to COUNTY upon request. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's endeavors.

In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by CONTRACTOR whether finished or unfinished shall become the property of COUNTY and shall be delivered by CONTRACTOR to COUNTY within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 8. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall inform CONTRACTOR of its designated Contract Manager. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY, and make decisions pertinent to services covered by this Agreement subject to oversight by the County Administrator and legal advice by the County Attorney. COUNTY reserves the right to designate a different Contract Manager, provided that CONTRACTOR is given written notice thereof. The Contract Manager is not authorized to approve any amendment, revision or change order to this Agreement absent a pre-approved amendment to the Agreement.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.

- C. COUNTY shall give prompt notice to CONTRACTOR whenever COUNTY determines there is a defect in CONTRACTOR's performance.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONTRACTOR's performance under this Agreement.

ARTICLE 9. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall notify COUNTY of its lead Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR's Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, give instruction to other agents of CONTRACTOR, interpret and define the needs of CONTRACTOR, and make decisions pertinent to services covered by the Agreement. Subject to the limitations of this Agreement, CONTRACTOR may designate a different lead Agent, provided that COUNTY is given written notice thereof.
- B. CONTRACTOR shall perform the services in accordance with the terms and conditions of this Agreement. CONTRACTOR shall provide all tools, materials, goods, and services required in the performance of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed, or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by COUNTY's Contract Manager which are not in conflict with this Agreement.
- D. CONTRACTOR shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to this Agreement. CONTRACTOR acknowledges this obligation and has executed the Affidavit of No Conflict, attached as Exhibit "C".
- E. CONTRACTOR shall be entitled to rely upon information which may be provided by COUNTY or others on behalf of COUNTY. CONTRACTOR shall, however, call to COUNTY's attention any errors or deficiencies noted in such information provided and assist COUNTY, to the extent practicable, in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, reports, and the like. COUNTY shall, however, hold CONTRACTOR fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying obvious deficiencies concerning documents and information provided.

ARTICLE 10. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with Sections 2-26-63 and 2-26-64 of the

Manatee County Code of Ordinances. Any dispute resolution constituting a material change in this Agreement will not be final until approved by the County Administrator or designee. If such dispute involves the percentage of the work completed by CONTRACTOR, CONTRACTOR shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to COUNTY of any amount determined to be due and owing. The parties shall bear their own attorneys' fees and costs related to dispute resolution regardless of the resolution of the dispute.

ARTICLE 11. RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR's performance. Such materials shall also be made available to COUNTY for audit purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY may request an audit prepared by an independent certified public accountant regarding the regulatory fees collected and remitted pursuant to Exhibit "B". CONTRACTOR, at its sole cost and expense, shall cause such audit to be prepared and submitted to COUNTY within the time period requested by COUNTY. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by CONTRACTOR. CONTRACTOR shall immediately inform COUNTY if it or any of its principals or agents working on this Agreement lose, or have suspended, any required license.

ARTICLE 12. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers, employees and agents, from and against any and all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including but not limited to attorneys' fees and

paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of CONTRACTOR or anyone employed or utilized by CONTRACTOR in the performance of the Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 13. INSURANCE

- A. CONTRACTOR shall maintain insurance policies that comply with the Insurance Requirements, attached as Exhibit "D", during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit "D" shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 14. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or subcontractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by, under contract

with, or provides goods or services to CONTRACTOR in connection with the Scope of Services or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge, or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 15. ASSIGNMENT AND SUBCONTRACTS

COUNTY has selected CONTRACTOR for its stated skills and abilities, as outlined in the Request For Proposal process. CONTRACTOR has represented to COUNTY that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the unlikely event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY. Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than as outlined in this Agreement.

ARTICLE 16. OWNERSHIP AND SALE OF RIGHTS: SUCCESSORS BOUND

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 16 above, CONTRACTOR shall not, without prior written consent of COUNTY, sell, pledge, transfer, or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledge, sale, transfer, or encumbrance of any interest in or under this Agreement or the rights hereunder to anyone other than CONTRACTOR, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 17. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be provided to the other party by hand delivery or mailed through the U.S. Mail, postage paid, certified or registered mail, return receipt requested, addressed as follows:

To COUNTY: Manatee County Utilities Department
Attn: Director
4410 66th Street West, Bradenton, FL 34210

To CONTRACTOR: Transcor Recycling, LLC
Attn: Candice Agosto
1501 E. 2nd Avenue, Tampa, FL 33605
(813) 579-1069
Email: candice@transcorllc.com

ARTICLE 19. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of training or retraining (including apprenticeship and on-the-job training). CONTRACTOR further agrees that no person in the United States shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 20. KEY PERSONNEL

Due to their unique skills, knowledge and backgrounds, upon which COUNTY expressly relied in selecting CONTRACTOR, CONTRACTOR shall not remove from active participation on the project the following agents until alternate personnel acceptable to COUNTY are approved in writing by COUNTY:

Candice Agosto Vice-President

ARTICLE 21. PUBLIC RECORDS ACT COMPLIANCE

Pursuant to Section 119.0701, Florida Statutes, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.

- B. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in the possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with COUNTY's information technology system.

ARTICLE 22. NON-PUBLIC INFORMATION

CONTRACTOR agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY's prior written consent, or unless incident to the proper performance of CONTRACTOR's obligations hereunder, or produced in judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services rendered by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall require all of its employees and subcontractors to comply with the provisions of this article.

ARTICLE 23. MISCELLANEOUS TERMS

- A. **Ethical Conduct; Media Relations.** CONTRACTOR recognizes that in rendering the services required in this Agreement, it is working for the interests of the citizens of Manatee County, Florida, subject to public observation, scrutiny and inquiry. Based upon said recognition, CONTRACTOR shall, in all of its interactions with COUNTY and its citizens and business interests, conduct itself in accordance with the utmost professionalism and ethical standards, including any professional ethical codes related to the various professionals who will be working on this Agreement. To ensure COUNTY is properly represented in any media stories related to this Agreement, CONTRACTOR's agents shall refer any media requests for interviews, information or comments to COUNTY's Contract Manager for response.
- B. **Compliance With Laws.** CONTRACTOR acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable statutes, laws, ordinances, codes, rules and regulations of federal, state, regional and certain local governmental agencies and authorities. CONTRACTOR agrees that all services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with said applicable statutes, laws, ordinances, codes, rules and regulations of local, regional, state and federal agencies and authorities.
- C. **Entire Agreement; Amendments; Calculation of Days.** This Agreement and the exhibits attached hereto and incorporated herein constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or

verbal agreements expressly and clearly incorporated by reference within this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. Any act or delivery that must be completed on a Saturday, Sunday, or COUNTY holiday shall be adequate if performed or delivered on the following business day.

- D. **No Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.
- E. **Force Majeure.** Neither party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but shall not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause, whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement is beyond the control and without the fault of the party seeking to invoke this paragraph.
- F. **Governing Law; Jurisdiction and Venue.** CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts within the State of Florida. CONTRACTOR further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida, or, if in federal court, the Middle District of Florida, Tampa Division.
- G. **Attorneys' Fees and Costs.** Each party hereto shall be solely responsible for paying its attorneys' fees and costs in any protest, litigation, dispute resolution proceeding, settlement negotiation, or any other matter related to this Agreement.
- H. **No Conflict.** By accepting award of this Agreement, CONTRACTOR, for itself and its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.
- I. **Public Records.** By accepting award of this Agreement, CONTRACTOR acknowledges that the portion of its books and records related to its contracting activities with COUNTY may become subject to inspection and copying under the Florida Public Records Act, Chapter 119, Florida Statutes, and that it will in all respects comply with any requirements of that Act.
- J. **Public Entity Crimes.** CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically paragraph 2(a), and COUNTY's requirement that CONTRACTOR comply with said Act in all respects prior to and during the term of this Agreement.

- K. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- L. Joint Preparation.** The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.
- M. Legal References.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions and refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.
- N. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent hereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.
- O. Headings.** This Agreement is to be read as a whole. All titles, articles, and descriptive headings of paragraphs herein are inserted for convenience only and shall not affect the construction or interpretation of the Agreement's actual terms.

ARTICLE 24. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

CONTRACTOR shall, at its own expense, pay federal, state, and local taxes which may be levied or imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of such taxes.

ARTICLE 25. AUTHORITY TO EXECUTE

Each of the parties hereto represents to the other that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by its respective representative who has executed this Agreement.

signatures to follow on next page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 15-0975CP for the Collection and Purchase of White Goods and Scrap Metal at the Manatee County Lena Road Landfill to be duly executed by their authorized representatives on the respective dates below.

TRANSCOR RECYCLING, LLC

By: 
Candice Agosto, VP
Print Name & Title of Above Signer

COUNTY OF MANATEE, FLORIDA

By: 
Melissa M. Wendel, CPPO
Purchasing Official
Date: May 19, 2015

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL OVERVIEW

CONTRACTOR will provide for the collection, purchase and processing of white goods and scrap metal from the Manatee County Lena Road Landfill. The goods that are to be collected, purchased and processed include, but are not limited to: large household appliances such as washers; dryers; refrigerators; stoves; air conditioners; hot water heaters; exterior auto parts; fencing; and various scrap metal. Some of the goods to be processed are Freon containing appliances.

GENERAL REQUIREMENTS

CONTRACTOR shall perform all services specified in this Scope of Services in accordance with generally accepted professional standards. CONTRACTOR shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The following describes the "Scope of Services" that is CONTRACTOR's responsibility.

a. Collectibles

1. Collection of materials under the this agreement will be only from the Manatee County Landfill located at 3333 Lena Road, Bradenton, FL 34202 and does not include additional sites or methods of collection.
2. The materials to be collected, purchased and processed include, but are not limited to: large household appliances such as washers; dryers, refrigerators, stoves, air conditioners, hot water heaters, exterior auto parts, fencing, and various scrap metal. Some of the goods to be processed are Freon containing appliances.
3. CONTRACTOR must remove all Freon and capacitors, that may or may not, contain Polychlorinated Biphenyls (PCB) from white goods that are staged in the designated area. The white good are to include large household appliances, including but not limited to: washer, dryers, refrigerator, stoves, air conditioners and scrap metal pieces. PCBs will be given to COUNTY after each removal session for disposal and COUNTY shall assume all Federal, State and local requirements regarding the processing of these materials.
4. CONTRACTOR shall provide transport of the white goods in such a manner as to properly contain any fluids within the materials from leaking and causing contamination of the surrounding environment.

b. Downgrading

1. If a lot is to be downgraded, CONTRACTOR must notify COUNTY prior to processing or disposal of white goods/scrap metal, and supply reasonable justifications for downgrading.
2. COUNTY agrees that any lot of recyclables which exceed five percent of total volume contamination rate shall be downgraded and that payment for said lot shall be set accordingly. For this Scope of Service, the following are considered contaminants: dirt and other materials foreign to the general content of lot and which cannot be processed with the lot.

c. Hours of Operation

1. CONTRACTOR shall collect and purchase all white goods and scrap metals from the Manatee County Lena Road Solid Waste Management Facility, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, holidays excluded.

d. Contractors Facilities

1. CONTRACTOR shall provide a map showing the exact location of their proposed or existing facility.
2. CONTRACTOR shall provide COUNTY with a complete report initially and provide updates regarding the receipt of any of the following notices from Local, State or Federal Agencies:
 - Warning Notices
 - Consent Orders
 - Notices of Violations
3. CONTRACTOR shall pass over the Lena Road Solid Waste Management Facility scale prior to the collection of white goods and scrap metal and, then again after collection has been completed in order to ascertain weights leaving the Landfill facility. When reporting is presented as set forth in CONTRACTOR's Responsibilities below, the weight receipts should match those originally documented at the Landfill at the time of collection.

e. Safety Plans

1. All vehicles involved in the transportation of the white goods and scrap metal leaving the Landfill facility must be equipped in a manner that shall prevent the escape of materials that may create litter.

2. CONTRACTOR shall provide COUNTY with their Safety Plan prior to execution of a contract.

f. Operation Plans

1. CONTRACTOR's vehicle shall have loading capability that shall accommodate loading from a concrete and/or dirt-base site.

g. Inspections

1. CONTRACTOR shall permit COUNTY to conduct full and open inspection(s) of their facility, payment and reimbursement records, and weighting scales upon advance written request by COUNTY.

h. Contractor Responsibilities

1. CONTRACTOR shall accept all expenses associated with the processing of the white goods and scrap metal which could include but is not limited to baling, Freon removal and disposal, PCB removal, shredding, compacting, etc.
2. In the event of a natural or manmade disaster, such as a hurricane, tornado, explosion, etc., CONTRACTOR shall be capable of responding within seventy-two hours after being requested by COUNTY. This response shall be targeted to initiate collection and removal of all applicable white goods/scrap metal from debris staging areas as designated by COUNTY. CONTRACTOR shall provide COUNTY with a twenty-four (24) hour, seven days a week emergency activation number for notification.
3. CONTRACTOR must show that the end product has gone to a vendor with a recycling permit and supply that permit number.

EXHIBIT "B"

COMPENSATION

1. **CONTRACTOR shall pay COUNTY One Hundred Twenty Eight Dollars (\$128.00) for each gross ton (GT) of white goods and scrap metal collected at the Manatee County Lena Road Landfill.**
2. **A copy of COUNTY's certified scale receipts and full payment for the materials purchased, shall be submitted to the Solid Waste Section of Utility Operations Department on or before the fifteenth (15th) day of each month for the previous month.**
3. **Payments shall remain firm for the first twelve month base agreement term. Requested payment changes for the remaining terms may be adjusted in accordance with market index for white goods and scrap metal.**

EXHIBIT "C"

AFFIDAVIT OF NO CONFLICT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Candice Agosto, Vice President of Transcor Recycling, LLC., a Florida limited liability corporation, with full authority to bind Transcor Recycling, LLC. (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 15-0975CP for the Collection and Purchase of White Goods and Scrap Metal at the Manatee County Lena Road Landfill.

DATED this 13th day of May, 2015.

Signature

The foregoing instrument was sworn to and acknowledged before me this 13th day of May, 2015, by Candice Agosto, as Vice President of Transcor Recycling, LLC, a Florida limited liability corporation. She is personally known to me or has produced _____ as identification.



Winnie C Jackson
Notary Public, State of Florida at Large

Commission No. FF 089826

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, carry and maintain Insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in this Exhibit "D". CONTRACTOR shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

COUNTY and CONTRACTOR waive against each other and COUNTY's separate Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. CONTRACTOR and COUNTY shall, where appropriate, require similar waivers of subrogation from COUNTY's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

The Commercial General Liability Policy and Automobile Liability Policy provided by CONTRACTOR to meet the requirements of this Exhibit "D" shall name Manatee County, Florida, as an additional Insured as to the operations of CONTRACTOR under the Agreement and shall contain severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Agreement Number or Project Number, or specific Project description, and must read: "For any and all work performed on behalf of Manatee County." The "Certificate Holder" should read as follows:

**Manatee County
Board of County Commissioners
Bradenton, Florida**

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit "D" with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONTRACTOR has any self-insured retentions or deductibles under any of the below listed minimum required coverage, CONTRACTOR must identify on the Certificates of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONTRACTOR's sole responsibility.

Coverage shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the work by the COUNTY or as specified in the Agreement, whichever is longer.

CONTRACTOR and/or its insurance carrier shall provide thirty (30) days written notice to

COUNTY of policy cancellation or nonrenewal on the part of the insurance carrier or CONTRACTOR. CONTRACTOR shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal, or material change in coverage or limits received by CONTRACTOR from its insurer, and nothing contained herein shall relieve CONTRACTOR of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONTRACTOR hereunder, CONTRACTOR shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

In the event CONTRACTOR does not maintain the insurance coverage(s) required herein, COUNTY may terminate the Agreement or, at its sole discretion, be authorized to purchase such coverage(s) and charge CONTRACTOR for such coverage(s) purchased. If CONTRACTOR fails to reimburse COUNTY for such costs within thirty (30) days after demand, COUNTY has the right to offset these costs from any amount due CONTRACTOR under the Agreement or any other agreement between COUNTY and CONTRACTOR. COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of COUNTY to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Agreement.

In the event, the initial or any subsequently issued Certificate(s) of Insurance expires prior to the completion of the scope of work, CONTRACTOR shall furnish to COUNTY a renewal or replacement Certificate(s) of Insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of CONTRACTOR to provide COUNTY with such renewal certificate(s) shall be considered justification for COUNTY to terminate any and all Agreements.

Insurance / Bond Type	Required Limits
1. ☒ Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. ☒ Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. ☒ Employer's Liability:	\$ <u>1,000,000</u> single limit per occurrence

Insurance / Bond Type	Required Limits
4. ☒ Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. ☒ Other Insurance, as noted:	a. ☐ Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. b. ☐ Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. ☐ Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.
	d. ☒ Pollution \$ <u>1,000,000</u> per occurrence
	e. ☐ Professional Liability \$ _____ per claim and in the aggregate • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate f. ☐ Project Professional Liability \$ _____ per occurrence g. ☐ Property Insurance \$ _____ If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

Insurance / Bond Type	Required Limits
	<i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i> h. ☐ U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work. i. ☐ Valuable Papers Insurance \$ _____ per occurrence j. ☐ Watercraft \$ _____ per occurrence
6. ☐ Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. ☐ Payment and Performance Bond: Reviewed by Risk: _____	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount. \$ _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
05/12/2015

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 Florida, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
		PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
INSURED	Transcor Recycling, LLC Attn: Colleen Simon 1501 E. 2nd Avenue Tampa, FL 33605	INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Liberty Mutual Fire Insurance Company	23035-001
		INSURER B: Liberty Insurance Corporation	42404-001
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23159462

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	ADOL DED	SUBR DED	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:	Y		TB2651285761034	8/30/2014	8/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			AB2651285761024	8/30/2014	8/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WC7651285761014	8/30/2014	8/30/2015	☒ PER STATUTE ☐ OTHER 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)
Project #15-0975CP

Project: Collection and Purchase of White Goods and Scrap Metal at the Manatee County Lena Road Landfill.

Manatee County Board of County Commissioners is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Manatee County Board of County Commissioners
1112 Manatee Avenue West
Bradenton, FL 34205

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

Call: 4687476 Tpl: 1857016 Cert: 23159462 ©1988-2014 ACORD CORPORATION. All rights reserved.

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
05/12/2015

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 Florida, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
		PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.):
		E-MAIL ADDRESS:	certificates@willis.com	
INSURED	Transcor Recycling, LLC Attn: Colleen Simon 1501 E. 2nd Avenue Tampa, FL 33605	INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Liberty Mutual Fire Insurance Company		23035-001
		INSURER B: Liberty Insurance Corporation		42404-001
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 23159462

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 ☒ PROJECT ☐ LOC OTHER:	Y		TB2651285761034	8/30/2014	8/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALLOWED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			A82651285761024	8/30/2014	8/30/2015	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	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	N/A	WC7651285761014	8/30/2014	8/30/2015	☒ PER STATUTE ☐ OTHER 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)

Project #15-0975CP

Project: Collection and Purchase of White Goods and Scrap Metal at the Manatee County Lens Road Landfill.

Manatee County Board of County Commissioners is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Manatee County Board of County Commissioners 1112 Manatee Avenue West Bradenton, FL 34205	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

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REQUEST FOR INFORMATION

Intent to Utilize the Manatee County Contract for Recycling of White Goods and Scrap Metal

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1607-002	ISSUED DATE: July 26, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>August 3, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Transcor Recycling, Inc.

(c) Contract Number and Title: 15-0975CP titled Collection and Purchase of White Goods and Scrap Metal

(d) Length of Contract: Contract ends September 30, 2016 with optional four (4) one-year renewal periods.

(e) Product or Service Provided: Provides for the collection and purchase of white goods and scrap metal for recycling.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Fire Hydrant Easement		
Requested Action		
Recommend to approve the easement over the area in which this fire hydrant is located on East Highland Ave.		
Staff Report		
The City of Clermont is requesting the easement over the area of the fire hydrant located at East Highland Ave.		
Additional Analysis		
Fiscal Impact Summary		
\$10.00 for easement		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fire Hydrant Easement	Fire Hydrant easement.pdf	

PUBLIC UTILITY EASEMENT

THIS EASEMENT made _____, 2016,

between The School Board of Lake County, Florida
whose interest is fee simple, herein referred to as GRANTOR,
and the CITY OF CLERMONT, a Florida Municipal Corporation,
685 W. Montrose St. Clermont, Florida, herein referred to as GRANTEE;

For recording use only

GRANTOR, in consideration of TEN DOLLARS (\$10.00), and other valuable consideration to GRANTOR paid by GRANTEES, receipt of which is acknowledged, does hereby grant an EASEMENT IN GROSS to GRANTEES forever, to have and to hold for all public uses traditionally made of a PUBLIC UTILITY EASEMENT, including, but not limited to, installation of public utility systems including water, sewer, drainage, and electric, and the right of ingress and egress to construct, maintain, repair and replace facilities necessary for said purpose; over, under, above and through the following described lands in Lake County, Florida, to-wit:

See Exhibit "A"

Parcel I.D. No. 1628580 Acres 5.9

Further, GRANTOR acknowledges and agrees that in the event GRANTOR requires the relocation of any utility systems installed by GRANTEES pursuant to this easement, said relocation shall be at the sole expense of GRANTOR and completed so as to not unreasonably interrupt the use of the utility system by GRANTEES. If GRANTEE damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the activities of GRANTEE, which caused the damage.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

signed, sealed and delivered
in the presence of:

By: 
(Grantor's Name)

Natalie Challenger
(Print Name) Natalie Challenger
Cynthia Y. Monteith
(Print Name) Cynthia Y. Monteith

Print Name/Title: William J. Mathias
Address: 201 W. Burleigh
Tavares, FL 32778

(CORPORATE SEAL)

Natalie Challenger
(Print Name) Natalie Challenger
Cynthia Y. Monteith
(Print Name) Cynthia Y. Monteith

Attest: Susan Moxley
Print Name/Title: Susan Moxley
Address: 201 W. Burleigh Blvd.
Tavares, FL 32778

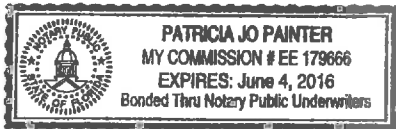
ACKNOWLEDGEMENT ON PAGE 2

For recording use only

STATE OF FLORIDA

COUNTY OF LAKE

On May 23, 2016, the foregoing instrument was acknowledged before me by
William J. Mathias, and Susan Moxley
and who are personally known to me or who have produced _____
and _____ as identification and who (did) (did not) take an oath.



Patricia Jo Painter
Notary Public (Signature)
PATRICIA JO PAINTER
Notary Public (Typed, Printed, or Stamped)

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of:

Mayor,

ATTEST:

City Clerk

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Clerk, City of Clermont, 685 W. Montrose Street; Clermont, Florida 34711

SKETCH OF DESCRIPTION (Not a field survey)

Exhibit A

LEGAL DESCRIPTION

A 15 feet wide easement for utility purposes lying within Lot 3 of Block "S" according to the MAP OF THE TOWN SITE OF CLERMONT as recorded in Plat Book 3, Page 5, Public Records of Lake County, Florida, more particularly described as follows: Commence at the southeast corner of said Lot 3 of Block S; thence N88°54'49"W 15.00 feet along the South line of said Lot 3 to the West line of the East 15.00 feet of said Lot 3; thence departing said South line run N00°48'36"E 195.12 along the West line of the East 15.00 feet of said Lot 3 to the Point of Beginning of this description; thence N88°03'22"W 19.64 feet; thence N01°56'38"E 15.00 feet; thence S88°03'22"E 19.35 feet to the West line of the East 15 feet of said Lot 3; thence S00°48'36"W along said West line a distance of 15.00 feet to the Point of Beginning and the end of this description.

NOTES

1. THE SURVEY (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR WITH INSTRUCTION PROVIDED BY THE CLIENT.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 FAC.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40'.
7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.
8. THIS SKETCH CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

Certified to:
LAKE COUNTY SCHOOL BOARD

DATE: _____

BRADLEY K MINNIX, PROFESSIONAL LAND SURVEYOR
Florida Registration No. 4559

SHEET 1 OF 2	
CLIENT LAKE COUNTY SCHOOL BOARD	
JOB NO. 08105010051-001	
2552 P.L. VINTAGE 400	
DATE: Apr. 28, 2018	DRAWN BY: BKM
REVISIONS	DATE

Sketch of Description
in Section 19-22-28
Lake County, Florida



SKETCH OF DESCRIPTION (Not a field survey)

Exhibit A

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT 3, Block "S"

Utility Easement
292.4 Sq. Ft.

N01°56'38"E
15.00'
S88°03'22"E
19.35'
19.64'
N88°03'22"W

Point of Beginning

Site of proposed
wellness center.

Existing 15' wide
wide utility easement
OR Book 3476, Page 2398

Point of
Commencement
Southeast corner of
Lot 3, Block "S",
Plat Book 3, Page 5.

South line of Lot 3, Block "S"

East Highland Avenue

LEGEND

 = Fire Hydrant

SHEET 2 OF 2

CITY LAKE COUNTY SCHOOL BOARD
JOB NO. 001000-001-001
ACAD FILE #1000-001-001
DATE APR 20, 2018
DRAWN BY BOM
CHECKED BY BOM
DATE

Sketch of Description
in Section 19-22-28
Lake County, Florida





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Stormwater Easement		
Requested Action		
Recommend to approve the purchase of an easement located at 1670 East Ave. to implement a stormwater improvement project for East and Drew Avenue.		
Staff Report		
The City of Clermont is requesting the purchase of an easement located at 1670 East Ave. to implement a stormwater improvement project for East and Drew Avenue. This project has been partially funded by a grant from the Lake County Water Authority.		
Additional Analysis		
Fiscal Impact Summary		
Purchase from homeowner for \$4,750.00 per appraisal.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Purchase and Sale Agreement Clarke signed 1670 East Ave..pdf		
2. Appraisal Appraisal 1670 East Ave..pdf		

**PURCHASE AND SALE AGREEMENT
FOR PERMANENT UTILITY EASEMENT**

Seller: Donna M. Clarke

Buyer: City of Clermont, 685 W. Montrose Street, Clermont, Florida 34711

In consideration of the following promises and obligations, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller (as identified above) hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real Property described as:

Parcel 1815461 in the attached legal descriptions.

(b) Estate being purchased: Permanent Public Utility Easement

(c) Above listed property being acquired by Buyer for the following purpose:

Construction and maintenance of water and sewer lines.

II. PURCHASE PRICE — ACQUISITION COST

Total to be paid to Seller for Real Property Easement Right	\$ <u>4,750</u>
---	------------------------

III. Terms, Conditions and Limitations

(a) Seller represents and warrants that Seller owns fee simple title to the Property and has the full power, right and authority, and is duly authorized, to enter in this Purchase and Sale Agreement (hereinafter referred to as "Agreement"), to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. Seller shall maintain the Property described in **Section I** of this Agreement until the day of closing in the same condition existing on the date of this Agreement, except for reasonable wear and tear.

- (b) Buyer in its sole discretion shall select a closing agent or closing attorney to conduct closing which shall take place at Clermont City Hall in Lake County, Florida and at such time as mutually agreed upon between Buyer and Seller on the date specified in **Section IV** unless such date is extended by Buyer and Seller. Buyer and Seller shall execute all documents required by the closing agent or closing attorney conducting the closing. Seller agrees that the Property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer. The Effective Date of this Purchase and Sale Agreement shall be the date upon which this Agreement is last signed by Seller and Buyer. It is expressly agreed by Seller and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a calendar day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore, shall be extended to the next business day.
- (c) Seller is responsible for all real and personal taxes due on the Property. Buyer is responsible for all other normal and customary costs and expenses of closing except Buyer shall not be responsible to pay any prepayment penalties if Seller is obligated to pay such to any third party.
- (d) Seller is responsible for delivering good and marketable title to Buyer free and clear of any and all liens, taxes, mortgages, judgments and/or encumbrances. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Seller shall provide to the closing agent or closing attorney any and all information necessary to arrange for payoff of any loans, debts, liens, judgments or other matters required for clear title purposes. Seller has a continuing duty to inform Buyer of any notice Seller shall receive from any city, county, state or other governmental authority of violation of any statute, law or ordinance or governmental rule or regulation or any actual or threatened lawsuit by which any party claims an interest in respect to or affects clear title of the Property. Seller warrants and represents that Seller has not entered into any other contracts, agreements or understandings, oral or written, for the sale or transfer of all or any portion of the Property. Seller has not made any commitments to any third party, including but not limited to, any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer. All matters set forth herein in this paragraph shall survive closing.

- (e) To Seller's present, actual knowledge there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined), on, over, under or around the real property in violation of applicable law; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the real property in violation of applicable law; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the real property or any adjacent properties in violation of applicable law; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the real property as a result of any construction or operation and use of the real property in violation of applicable law. For purposes of this provision, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including without limitation, asbestos, radon and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the real property, and also includes, without limitation, the surface and subsurface waters of the real property, and any activity undertaken or hereafter undertaken on the real property which would cause: (i) the real property to become a hazardous waste treatment, storage or disposal facility within the meaning of or otherwise bring the real property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the real property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1987 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution control Act, 33 U.S.C. 1251 et seq., or the Clear Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions, in, on or under the real property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including the presence of any underground storage tanks or underground deposits located on the real property. The term "Seller's present, actual knowledge" or words of similar import shall mean the current conscious awareness of facts or other information of Seller, its officers, agents and employees, all of whom are acting solely in their capacity as officers, agents or employees of Seller or any affiliate of Seller and are in no manner expressly or impliedly making any of these representations in an individual capacity. The statements and representations of Seller set forth in this provision shall be true and reaffirmed in writing at closing and shall survive closing.
- (f) In the event it shall be necessary for either party to the Agreement to bring suit to enforce any provision hereof the prevailing party in any such litigation, including any appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and all reasonable attorneys' fee as fixed by the Court.

- (g) Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission (provided that if notice is sent by facsimile or telecopy transmission, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER:

TO BUYER:

City of Clermont
685 W. Montrose Street
Clermont, FL 34711
Attention: City Manager

WITH A REQUIRED
COPY TO:

deBeaubien, Knight, Simmons, Mantzaris and Neal, LLP
P.O. Box 87, 332 N. Magnolia Avenue (32801)
Orlando, FL 32802
Attention: Daniel F. Mantzaris
Telephone 407-422-2454
Facsimile 407-992-3541

- (h) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and/or assigns. Seller and Buyer acknowledge each to the other that both they and any respective counsel chosen by either party have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- (i) This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the parties hereto.
- (j) Seller and Buyer agree that this Agreement represents the complete and entire understanding and the full and final Agreement for the herein described sale and purchase and no agreements or representation, unless incorporated into this Agreement, shall be binding on the parties. This Agreement may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties.

- (k) IN THE EVENT THIS AGREEMENT IS NOT SIGNED SIMULTANEOUSLY BY BUYER AND SELLER, IT SHALL BE CONSIDERED TO BE AN OFFER BY SELLER TO BUYER, IN WHICH EVENT THIS OFFER SHALL EXPIRE AT 5:00 P.M. EASTERN DAYLIGHT SAVINGS TIME ON THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE SELLER HAS SIGNED THIS AGREEMENT UNLESS A COUNTERPART OF THIS AGREEMENT SIGNED BY BUYER IS RECEIVED BY SELLER PRIOR TO THAT TIME AND DATE.
- (l) SELLER AND BUYER AGREE AND UNDERSTAND THAT THIS AGREEMENT AND ANY AND ALL OF BUYER'S OBLIGATIONS SET FORTH HEREIN ARE EXPRESSLY CONTINGENT UPON APPROVAL AND ACCEPTANCE OF THIS AGREEMENT BY THE CITY COUNCIL OF THE CITY OF CLERMONT. IN THE EVENT THAT THIS AGREEMENT IS NOT APPROVED AND ACCEPTED BY CITY COUNCIL THEN THIS AGREEMENT WILL BE NULL AND VOID AND BOTH PARTIES SHALL BE RELIEVED FROM ANY AND ALL OBLIGATIONS SET FORTH HEREIN.
- (m) The Seller and Buyer acknowledge that this Agreement is entered into under the threat of condemnation as part of the East Avenue project and the sale of the Property will be completed under the threat of condemnation. In the event that the Seller did not voluntarily enter into this Agreement then Buyer would have filed a condemnation action.

IV. Closing Date

The closing will occur on or before _____, 2016. However, Buyer may extend the closing date at its option in order to receive good and marketable title to Buyer free and clear of any and all liens, taxes, mortgages, judgments and/or encumbrances.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Buyer and Seller.

VI. Acknowledgement of Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

Date: 6-1-16
Seller(s)


Signature

Date: _____
Buyer

City of Clermont

Donna M. Clarke
Type or print name

Signature

Type or print name

Signature

Type or print name

BY: _____
Darren Gray
City Manager

RESTRICTED APPRAISAL REPORT

REAL ESTATE LOCATED IN THE:

1670 EAST AVENUE
CLERMONT, LAKE COUNTY FLORIDA



**APPRAISALS INC. OF
CENTRAL FLORIDA**

690 West Montrose Street
Clermont, FL 34711

PREPARED FOR

Daniel F. Mantzaris
Clermont City Attorney
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
332 North Magnolia Avenue
PO Box 87
Orlando, Florida 32802

FILE NO.
160301A

JOHN L. ROCKER III, MAI, SRA
State-Certified General Real
Estate Appraiser RZ1678

APPRAISALS OF CENTRAL FLORIDA
John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678
COMMERCIAL REAL ESTATE APPRAISERS - CONSULTANTS
690 Montrose Street • Clermont • Florida 34711
(352) 394-3490 • FAX (352) 394-8588
E-Mail Address: aiocfl@gmail.com

March 10, 2016

Daniel F. Mantzaris
Clermont City Attorney
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
332 North Magnolia Avenue
PO Box 87
Orlando, Florida 32802

RE: Appraisal of Real Estate located at the 1670 East Avenue, Clermont, Lake County, Florida

Dear Mr. Mantzaris:

As you requested, I have made the inspections, investigations, and analysis necessary to provide a restricted appraisal report for the above described property located in Lake County, Florida. The purpose of this assignment was to estimate an opinion of market value of the below surface easement for the subject property for asset evaluation purposes. Market value and highest and best use are defined within the text of the following appraisal report.

The parent tract of the subject consists of 52,150± square feet of land area (subject to formal survey) located at 1670 East Avenue, Clermont, Lake County, Florida. The area of the below surface easement is 3,132 square feet. The subject is more fully described, legally and physically within the enclosed report.

Data, information, and calculations leading to the value conclusion are incorporated in my appraisal file and summarized in the report following this letter. The appraisal file and report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter. Based on the analysis, the value of the subject was concluded as follows:

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Easement Value Conclusion
"As Is"	Partial Fee Simple-Easement	March 8, 2016	\$4,750
Source: Appraisals Inc. of Central Florida			

This report was prepared in conformance with, Uniform Standards of Professional Appraisal Practice (USPAP) as set forth by the Appraisal Foundation; and in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

EXTRAORDINARY ASSUMPTION: A survey of the parent tract has not been provided. Appraisals Inc. of Central Florida has utilized the Lake County Property Appraiser's Official Data for appraising the parent tract and easement. A survey and appropriate title work is recommended since without it could result in differences in our estimates. As such if anything differs physically or legally than was assumed, Appraisals Inc. of Central Florida has the right to adjust this appraisal accordingly.

CERTIFICATION OF THE APPRAISAL

I certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. John L. Rocker, III, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute and/or the State of Florida.
10. John L. Rocker, III, MAI, SRA has made a personal inspection of the property that is the subject of this report.
11. John L. Rocker, III, MAI, SRA has extensive experience in the appraisal/review of similar property types.
12. John L. Rocker, III, MAI, SRA is currently certified in the state where the subject is located.
13. John L. Rocker III, MAI, SRA or Appraisals Inc. of Central Florida has not performed a prior appraisal on the subject property in the previous three years.

It has been a pleasure to assist you in this assignment and if you have any questions concerning the analysis, please contact us.

Respectfully submitted,

APPRAISALS INC. OF CENTRAL FLORIDA



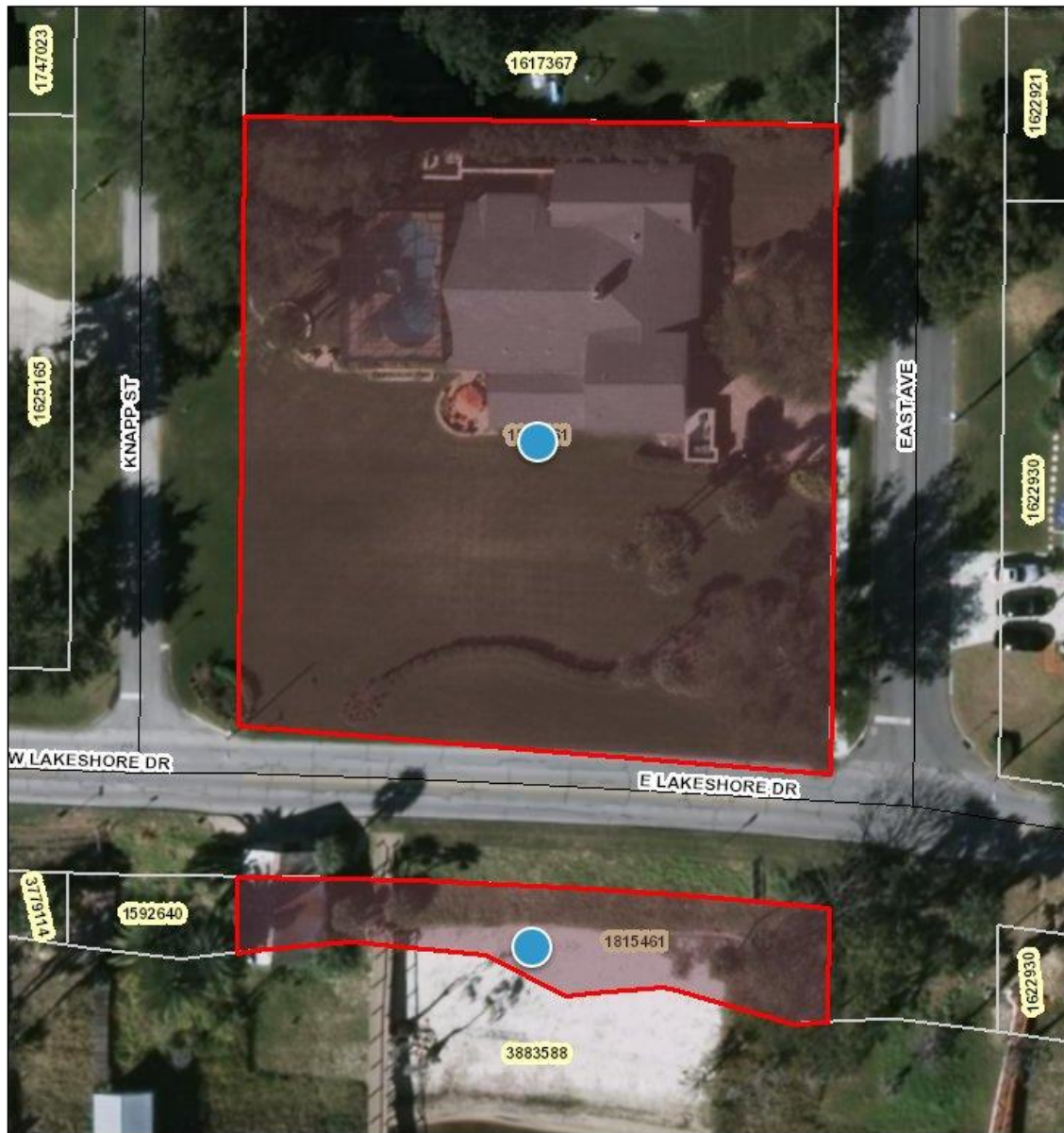
John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678

SUBJECT PHOTOGRAPH



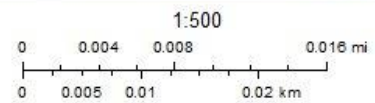
VIEW OF SUBJECT PROPERTY FROM LAKESHORE DRIVE

AERIAL MAP OF SUBJECT PROPERTY



March 2, 2016

-  Override 1
-  Override 1
- Street Names
-  Local Streets
- Tax Parcels Alternate Key
-  Tax Parcels
-  Surrounding Counties



Lake County Board of County Commissioners

SUMMARY OF SALIENT FACTS

Property Location: 1670 East Avenue, Clermont, Lake County, FL

Owner(s) of Record: Donna M. Clarke

Property Identification Number(s): 1815461

Property Description (parent tract): 52,150± square feet of land area (subject to formal survey)

Proposed Below Surface Easement Area: 3,132 square feet

Zoning: R-1 Residential District by the City of Clermont Zoning Authorities

Highest and Best Use:

As Though Vacant: Continued use as residential

Estimated Exposure Time: 12 months

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Easement Value Conclusion
"As Is"	Partial Fee Simple-Easement	March 8, 2016	\$4,750
Source: Appraisals Inc. of Central Florida			

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INTRODUCTION

PROPERTY IDENTIFICATION

The subject (parent tract) consists of 52,150± square feet of land area (subject to formal survey) and the proposed below surface easement is 3,132 square feet located at 1670 East Avenue, Clermont, Lake County, Florida.

OWNERSHIP AND PROPERTY HISTORY

According to public records, the subject property is currently vested in the name of Donna M. Clarke. According to public records, there have been no other ownership transfers of the subject property in the previous three years.

DATE OF INSPECTION / VALUE

The subject property was inspected on March 8, 2016. The date of “as is” value is March 8, 2016.

DATE OF REPORT

The date of report was March 10, 2016.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the value of the subject property. Market value is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PREMISE OF THE APPRAISAL

The premise of this appraisal valuation is “As Is”.

INTENDED USE/USER OF REPORT

This appraisal is to aid Mr. Daniel Mantzaris, Attorney for the City of Clermont in asset evaluation purposes.

¹ The definition of market value is taken from Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of The Appraisal Foundation, 2006 Edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value. This definition is compatible with the definition of market value contained in The Dictionary of Real Estate Appraisal, Fifth Edition.

PROPERTY RIGHTS APPRAISED

The interest appraised represents the partial (proposed below surface easement) fee simple estate.

APPRAISAL DEVELOPMENT, REPORTING PROCESS AND SCOPE OF WORK

The following steps were completed for this assignment:

1. identified the subject property; physically inspected the parent tract and proposed easement area;
2. understood the intended use of the report;
3. applied appropriate appraisal methodology;
4. analyzed the comparable data to arrive at a probable range of value via each approach to value used in this report;
5. reconciled the results of each approach into a reasonable and defensible final estimate of value for the subject, as defined herein;
6. estimated a reasonable exposure associated with the value estimate.

To develop the opinion of value, I used the Direct Sales Comparison approach to value since it was the most meaningful approach to value in appraising the subject property. Furthermore, the value conclusion reflects known information about the subject, market conditions and available data. I have conveyed this appraisal in a Restricted Appraisal report.

I have conveyed this appraisal in a Restricted Use Appraisal report. As such, use of the restricted use report is limited for use by the client only and my opinions and conclusions set forth in the report cannot be understood properly without the additional information in my appraisal work file.

EXPOSURE TIME

Exposure time is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

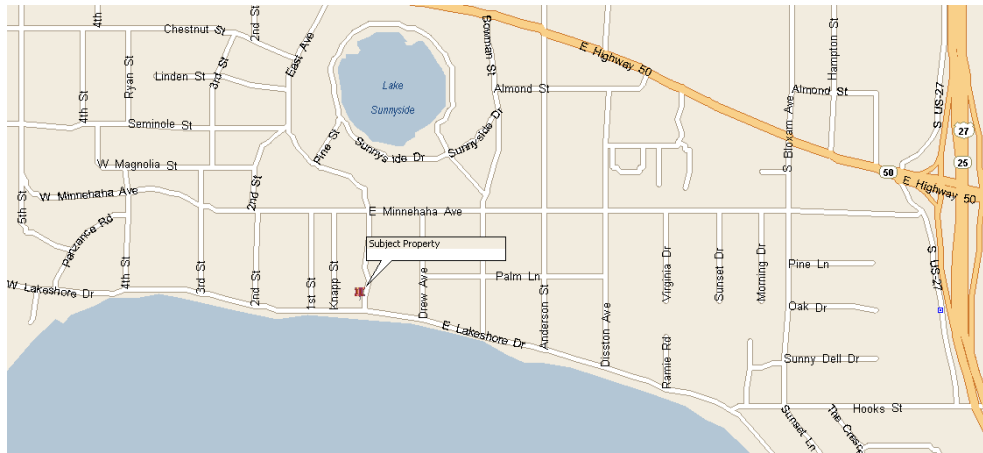
- statistical information about days on the market
- information gathered through sales verification
- interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions. Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure time is therefore interrelated with appraisal conclusion of value.

In consideration of these factors, I have analyzed the following:

- exposure periods of comparable sales revealed during the course of this appraisal;
- knowledgeable real estate professionals.

Based on the foregoing analysis, an exposure time of 12± months is reasonable, defensible, and appropriate.



NEIGHBORHOOD MAP

Area & Neighborhood Description. The subject property is located in Clermont, Lake County, Florida. The Lake County area has experienced a slow to steady growth rate in recent years. The global, United States and local economies have been adverse due to The Great Recession. These trends appear to be improving and are expected to continue to moderately improve within the foreseeable future

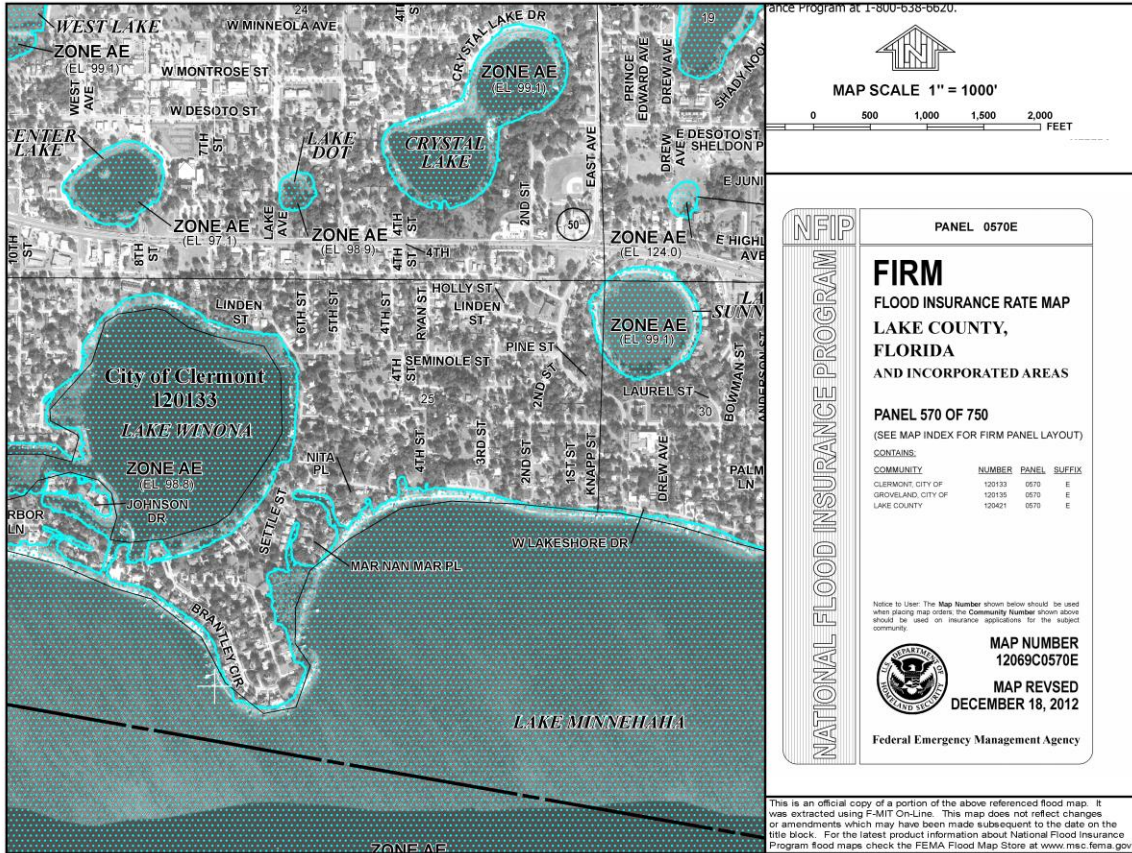
Property Description. The subject property's parent tract consists of 52,150± square feet of land area (subject to formal survey) located at 1670 East Avenue, Clermont, Lake County, Florida. The subject has slightly sloping topography (subject to formal survey) and is located along the northern shores of Lake Minnehaha, a large recreational lake. The subject property has a good view and fronts Lake Minnehaha, a large recreational lake. Two lane paved Lakeshore Drive bisects the subject property along the lake area. The subject property has a 2 lane paved street (East Avenue) along the east boundary area and 2 lane paved Knapp Street along the west boundary as well. The topography (FEMA Map 12069C0570E dated December 18, 2012) is rectangular in shape. All municipal utilities are available. The subject property is zoned R-1 Residential District by the City of Clermont Zoning Authorities. The proposed underground easement area is 3,132 square feet along Lakeshore Drive.

TAXES AND ASSESSMENT DATA		
Tax ID Number	Assessed Value	Assessed Taxes
30-22-26-040000000600	\$402,814	\$7,693.26
Source: Lake County Property Appraiser's Office		

According to Lake County Public Records, the subject property is legally described as follows:

CLERMONT, CLERMONT HEIGHTS LOTS 6, 7, STRIP OF LAND WHICH IS BOUNDED ON E BY A S'LY EXTENSION OF E LINE OF LOT 7 TO WATERS OF LAKE MINNEHAHA & BOUNDED ON W BY A S'LY EXTENSION OF W LINE OF LOT 7 TO WATERS OF LAKE MINNEHAHA & BOUNDED ON S BY WATERS OF LAKE MINNEHAHA & BOUNDED ON N BY A LINE THAT IS PARALLEL WITH LAKE DR & 7 FT S OF THE EXISTING S OF PAVEMENT OF LAKE DR PB 4 PG 1 ORB 712 PG 989 ORB 1261 PGS 504 506 ORB 4009 PG 2471 ORB 4108 PG 377

Legal for proposed easement; see attached sketch.



HIGHEST AND BEST USE

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legal permissibility;
- physical possibility;
- financial feasibility; and
- maximum profitability.

Highest and best use as though vacant. After considering the physically possible, legally permissible, financially feasible/maximally productive standpoints, it is our opinion that the highest and best use of the subject property as vacant would be for continued residential usage or any feasible legally permissible use.

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

COST APPROACH

The Cost Approach is based upon the proposition the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The Sales Comparison Approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the Income Capitalization Approach are direct capitalization and the discounted cash flow (DCF) analysis.

METHODOLOGY APPLICABLE TO THE SUBJECT

The Direct Sales Comparison Approach to value was used since it was considered most meaningful. The Cost Approach and Income Approach was not applicable since the subject property is considered as vacant land.

I have applied a Sales Comparison Approach to estimate market value of the subject property. Sales prices of like/kind properties are compared on a unit basis such as per acre or per square foot of land area. The most widely used indicator for like-kind sales is overall sales price and price per front foot of water frontage for the parent tract and applied a unit value for the proposed underground easement area.

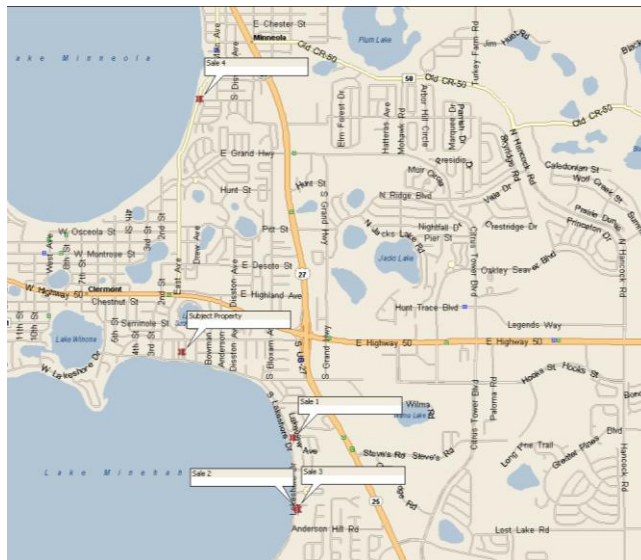
A grid is used to summarize the direction and magnitude of adjustments judged appropriate to the comparable sales. In some cases adjustments may be derived directly from quantifiable data (e.g., the estimated off-site costs). However, in many instances the adjustments involve the judgment of the appraiser.

After a diligent effort has been made to identify and adjust for all salient differences, one of several patterns is likely to emerge:

1. There may be a clear clustering of adjusted values within a narrow range;
2. there may be no discernible pattern; or
3. there may be a general clustering, but with one or several adjusted sales outside the general range indicated by the other data.

In the first instance, an estimate of value within the resulting adjusted range is typically concluded. In the second instance, it is generally possible only to conclude a reasonable value range. In the third instance, the "outliers" typically receive little weight in the analysis unless they are the most comparable sales, represent a fundamental change in market dynamics, or are otherwise particularly relevant to the subject analysis.

The sales selected were most comparable to the subject. A summary of the comparables utilized is included below as well as a location map.



LAND SALE ADJUSTMENT GRID

DESCRIPTION	SUBJECT	SALE 1	ADJ	SALE 2	ADJ	SALE 3	ADJ	SALE 4	ADJ
Prop. Rights Conveyed:	----	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Conditions of Sale:	----	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Financing:	----	Cash or Equivalent		Cash or Equivalent		Cash or Equivalent		Cash or Equivalent	
Sale Date:	----	08/2015	+5%	01/2015	+10%	02/2015	+10%	10/2013	+15%
Location:	1670 East Ave., Clermont, Lake Co.	S. Lakeshore Dr., Clermont, Lake Co.	+10%	S. Lakeshore Dr., Clermont, Lake Co.	+15%	S. Lakeshore Dr., Clermont, Lake Co.	+15%	908 Sunset Shores Dr., Clermont, Lake Co.	+5%
Sale Price/Front Feet:	---	\$180,000/ \$1,636		\$175,000/ \$1,591		\$160,000/ \$2,222		\$157,000/ \$1,878	
Land Area (SF):	52,150 ±	27,610	-10%	21,860	-10%	14,162	-15%	14,415	-15%
Front Feet:	175	110	-10%	110	-10%	72	-15%	83.6	-10%
Zoning:	R-1	R-1		R-1		R-1		RSF-2	
Utilities Available:	All	All		All		All		All	
Recorded:	---	4679/2037		4582/1245		4588/841		4398/959	
Net Adjustments	---		-5 %		+5%		-5%		-5%
Adjusted Unit Sale Price (FF)	---	\$1,554		\$1,671		\$2,111		\$1,784	

Analysis of Sales

Land Sale 1 was located along S. Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in August 2015 for \$180,000 or \$1,636 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 27,610± square feet of land area and 110 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time) and location. The sale would be adjusted downward for land area and front footage since smaller land parcels and lesser amount of front footage typically sells for higher unit sale prices. Overall adjustments were downward reflecting a lower unit value for the subject property.

Land Sale 2 was located at S. Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in January 2015 for \$175,000 or \$1,591 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 21,860± square feet of land area and 110 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time) and location. The sale would be adjusted downward for land area and front footage since smaller land parcels and lesser amount of front footage typically sells for higher unit sale prices.. Overall adjustments were upward reflecting a higher unit value for the subject property.

Land Sale 3 was located along S. Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in February 2015 for \$160,000 or \$2,222 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 14,162± square feet of land area and 72 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time) and location. The sale would be adjusted downward for land area and front footage since smaller land parcels and lesser amount of front footage typically sells for higher unit sale prices. Overall adjustments were downward reflecting a lower unit value for the subject property.

Land Sale 4 was located along Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in October 2013 for \$157,000 or \$1,878 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 14,415± square feet of land area and 83.6 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time) and location. The sale would be adjusted downward for land area and front footage since smaller land parcels and lesser amount of front footage typically sells for higher unit sale prices. Overall adjustments were downward reflecting a lower unit value for the subject property.

CONCLUSION

The overall sales price and price per front foot of waterfront footage was considered the best unit of comparison to appraise the subject property. Limited sales were available however, all sales were divided (road bisecting the proposed house area from the lake) lakefront like the subject property. Thus, we have concluded a reasonable front foot unit value for the subject property to be \$1,800± per front foot x 175 front feet or \$315,000.

The easement value is calculated as follows:

VALUE	SUBJECT SIZE	VALUE (SF)	EASEMENT AREA	VALUE FEE SIMPLE	PERCENTAGE BELOW SURFACE EASEMENT	VALUE OF UNDERGROUND EASEMENT
\$315,000	÷ 52,150	= \$6.04	X 3,132	\$18,917	X .25	= \$4,729 (R) \$4,750

**FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS
(\$4,750)**

Assumptions and Limiting Conditions

1. This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as stated in the report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-

formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser(s) are competent to complete this assignment in accordance with the provisions in the Uniform Standards of Professional Appraisal Practice (USPAP).

ADDENDUM

Parcel 1

A Portion of the following described property:

Parcel A:

Lots 6 and 7, Clermont Heights, as recorded in Plat Book 4, Page 1, Public Records of Lake County, Florida.

Parcel B:

Begin at the intersection of the South right of way line of Lake Shore Drive and an extension of the West right of way line of East Avenue; thence continue Southerly on said extension to the waters of Lake Minnehaha; began again at the Point of Beginning and run Westerly along said South right of way of Lake Shore Drive 25 feet; thence run Southerly and parallel with said extended West right of way line of East Avenue to the waters of Lake Minnehaha;

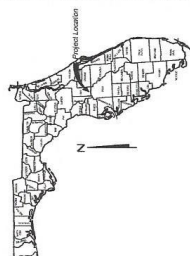
Parcel C:

That portion of Lake Drive (commonly known as Lakeshore Drive) according to the Plat of Clermont Heights, recorded in Plat Book 4, Page 1, Public Records of Lake County, Florida, which is bounded on the East by a line beginning at the Southeast corner of Lot 7 of the aforesaid Clermont Heights, which line then extends South to the waters of Lake Minnehaha, and bounded on the West by a line beginning on the South line of Lot 7 at a point 25 feet West of the Southeast corner of Lot 7, which line then extends South to the waters of Lake Minnehaha and bounded on the South by the waters of Lake Minnehaha and bounded on the North by line that is parallel with Lake Drive and 7 feet South of the existing South pavement of Lake Drive.

More particularly described as follows.

Begin at the Southeast corner of said Lot 7; thence run N 89°24'50" W along the South line of said Lot 7 a distance of 175.00 feet to the Southwest corner of said Lot 7; thence run N 00°35'10" E along the West line of said Lot 7 a distance of 25.24 feet; thence departing said West line run S 84°25'45" E a distance of 170.65 feet; thence run N 00°35'10" E a distance of 10.04 feet; thence run S 89°24'50" E a distance of 5.00 feet to the East line of said Lot 7; thence run S 00°35'10" W along said East line a distance of 20.45' to the **Point of Beginning**.

Containing 3132 square feet or 0.072 acres, more or less

[illegible]

County, Lake County, Missouri	County Filer	180020915	Revised	Date	Revision	Date
Filed Book: 1938 Page 30-60	Public Date	N/A				
Citizen No.: 6053355,3	Citizen Reg. TW	Checked by: N/A				
Orig. Name: 6003355,3	Current Last and First and City and State	6003355,3				

CLERMONT DREW STREET & EAST AVENUE
STORM WATER IMPROVEMENT

Amec Foster Wheeler
Environmental & Infrastructure, Inc.
75 East Avenida Street, Suite 205
Chicago, IL 60601 USA
Phone: (877) 522-7279
Fax: (877) 522-7679

and then to the *in vivo* situation.

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ADDENDUM A
LAKE COUNTY PROPERTY RECORD CARD

PROPERTY RECORD CARD

General Information

Owner Name:	CLARKE DONNA M	Alternate Key:	1815461
Mailing Address:	1670 EAST AVE CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	30-22-26-040000000600
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	1670 EAST AVE CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, CLERMONT HEIGHTS LOTS 6, 7, STRIP OF LAND WHICH IS BOUNDED ON E BY A S'LY EXTENSION OF E LINE OF LOT 7 TO WATERS OF LAKE MINNEHAHA & BOUNDED ON W BY A S'LY EXTENSION OF W LINE OF LOT 7 TO WATERS OF LAKE MINNEHAHA & BOUNDED ON S BY WATERS OF LAKE MINNEHAHA & BOUNDED ON N BY A LINE THAT IS PARALLEL WITH LAKE DR & 7 FT S OF THE EXISTING S OF PAVEMENT OF LAKE DR PB 4 PG 1 ORB 712 PG 989 ORB 1261 PGS 504 506 ORB 4009 PG 2471 ORB 4108 PG 377		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	LAKEFRONT SFR (0103)	175	192	LT 6	175	FF	\$0.00	\$158,466.00
2	VACANT LAKEFRONT (0003)	175	106		175	FF	\$0.00	\$10,710.00

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$324,794.00	
Summary			
Year Built: 1981	Total Living Area: 4070	Central A/C: Yes	Attached Garage: Yes
Bedrooms: 4	Full Bathrooms: 3	Half Bathrooms: 0	Fireplaces: 1
Incorrect Bedroom, Bath, or other information? Click here to Update My Information.			

Section No.	Section Type	Ext. Wall Type	Section(s)			Basement	Basement Finished	Map Color
			No. Stories	Floor Area	Finished Attic			
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	823	N	0%	0%	
2	GARAGE (GCF)	Stucco/Brick (003)	1	625	N	0%	0%	
3	FINISHED UPPER STORY (FUS)	Wood (001)	1	625	N	0%	0%	
4	OPEN PORCH (OPF)	No Wall Type (000)	1	14	N	0%	0%	
5	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	324	N	0%	0%	
6	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	72	N	0%	0%	
7	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	678	N	0%	0%	
8	CANOPY / PATIO -CONCRETE SLAB (CAN)	No Wall Type (000)	1	136	N	0%	0%	
9	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	888	N	0%	0%	
10	OPEN PORCH (OPF)	No Wall Type (000)	1	454	N	0%	0%	
11	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	660	N	0%	0%	
12	CANOPY / PATIO -CONCRETE SLAB (CAN)	No Wall Type (000)	1	264	N	0%	0%	

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0002	SWIMMING POOL (POL)	540	SF	2004	\$14,000.00
0003	POOL DECKING (PLD)	1220	SF	2004	\$4,595.00
0005	SCREENED ENCLOSED STRUCTURE (SEN)	3050	SF	2004	\$4,398.00
0006	HOT TUB / SPA (HTB)	1	UT	2004	\$2,884.00
0007	(PUG)	1	UT	2004	\$3,400.00
0008	GARAGE DETACHED (DGF)	588	SF	1967	\$3,059.00
0011	SEAWALL (SEW)	175	LF	1967	\$3,176.00
0012	BOATHOUSE (BHS)	504	SF	2013	\$10,537.00
0013	DOCK (DOC)	920	SF	2013	\$13,156.00

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
712 / 989	1/1/1980	Misc Deed/Document	Qualified	Vacant	\$25,900.00
1261 / 504	6/1/1993	Quit Claim Deed	Unqualified	Improved	\$0.00
1261 / 506	8/1/1993	Quit Claim Deed	Unqualified	Improved	\$0.00
4009 / 2471	2/17/2011	Warranty Deed	Qualified	Vacant	\$60,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
---------------	--------------	----------------	---------------	---------	-----------------

LAKE COUNTY BCC GENERAL FUND	\$553,175	\$453,314	\$402,814	5.30510	\$2,136.97
LAKE COUNTY MSTU AMBULANCE	\$553,175	\$453,314	\$402,814	0.46290	\$186.46
SCHOOL BOARD STATE	\$553,175	\$453,314	\$427,814	5.69700	\$2,437.26
SCHOOL BOARD LOCAL	\$553,175	\$453,314	\$427,814	1.50000	\$641.72
CITY OF CLERMONT	\$553,175	\$453,314	\$402,814	4.20610	\$1,694.28
ST JOHNS RIVER FL WATER MGMT DIST	\$553,175	\$453,314	\$402,814	0.30230	\$121.77
LAKE COUNTY VOTED DEBT SERVICE	\$553,175	\$453,314	\$402,814	0.16000	\$64.45
LAKE COUNTY WATER AUTHORITY	\$553,175	\$453,314	\$402,814	0.25540	\$102.88
SOUTH LAKE HOSPITAL DIST	\$553,175	\$453,314	\$402,814	0.76330	\$307.47
Total:				18.6521	\$7,693.26

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ First Homestead Exemption (up to \$25,000)	Learn More View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
✓ Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$762.02

Assessment Reduction Information (3% cap, 10% cap, Agricultural,

Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

✓ Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$1,862.62**

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Property data last updated on 31 January 2016.

ADDENDUM B
APPRAISAL DEFINITIONS

APPRAISAL DEFINITIONS

Definition of Market Value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Federal Register, vol.55, no. 163, August 22, 1990, pages 34228 and 34229; also quoted in the Glossary of the Uniform Standards of Professional Appraisal Practice, 2000 edition.)

Definition of Fee Simple Interest

According to the 13th Edition of the Appraisal of Real Estate the definition of fee simple estate is: absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Definition of Highest and Best Use

According to the 13th Edition of the Appraisal of Real Estate the definition of highest and best use is defined as: the reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

ADDENDUM C
QUALIFICATIONS

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BOARD

LICENSE NUMBER

RZ1678

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

ROCKER, JOHN L III
690 MONTROSE ST
CLERMONT FL 34711



ISSUED: 11/25/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411250002294





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Stormwater Easement		
Requested Action		
Recommend to approve the purchase of an easement located at 168 East Lakeshore Dr. to implement a stormwater improvement project for East and Drew Avenue.		
Staff Report		
The City of Clermont is requesting the purchase of an easement located at 168 East Lakeshore Dr. to implement a stormwater improvement project for East and Drew Avenue. This project has been partially funded by a grant from the Lake County Water Authority.		
Additional Analysis		
Fiscal Impact Summary		
Purchase from homeowner for \$3,200.00 per appraisal.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Purchase and Sale Agreement Phillips signed 168 East Lakeshore Dr..pdf		
2. Appraisal Appraisal 168 East Lakeshore Dr..pdf		

**PURCHASE AND SALE AGREEMENT
FOR PERMANENT UTILITY EASEMENT**

Seller: James.C Phillips and James R. Phillips

Buyer: City of Clermont, 685 W. Montrose Street, Clermont, Florida 34711

In consideration of the following promises and obligations, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller (as identified above) hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real Property described as:

Parcel 1714656 in the attached legal descriptions.

(b) Estate being purchased: Permanent Public Utility Easement

(c) Above listed property being acquired by Buyer for the following purpose:

Construction and maintenance of water and sewer lines.

II. PURCHASE PRICE — ACQUISITION COST

Total to be paid to Seller for Real Property Easement Right \$ 3,200

III. Terms, Conditions and Limitations

(a) Seller represents and warrants that Seller owns fee simple title to the Property and has the full power, right and authority, and is duly authorized, to enter in this Purchase and Sale Agreement (hereinafter referred to as "Agreement"), to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. Seller shall maintain the Property described in **Section I** of this Agreement until the day of closing in the same condition existing on the date of this Agreement, except for reasonable wear and tear.

- (b) Buyer in its sole discretion shall select a closing agent or closing attorney to conduct closing which shall take place at Clermont City Hall in Lake County, Florida and at such time as mutually agreed upon between Buyer and Seller on the date specified in **Section IV** unless such date is extended by Buyer and Seller. Buyer and Seller shall execute all documents required by the closing agent or closing attorney conducting the closing. Seller agrees that the Property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer. The Effective Date of this Purchase and Sale Agreement shall be the date upon which this Agreement is last signed by Seller and Buyer. It is expressly agreed by Seller and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a calendar day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore, shall be extended to the next business day.
- (c) Seller is responsible for all real and personal taxes due on the Property. Buyer is responsible for all other normal and customary costs and expenses of closing except Buyer shall not be responsible to pay any prepayment penalties if Seller is obligated to pay such to any third party.
- (d) Seller is responsible for delivering good and marketable title to Buyer free and clear of any and all liens, taxes, mortgages, judgments and/or encumbrances. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Seller shall provide to the closing agent or closing attorney any and all information necessary to arrange for payoff of any loans, debts, liens, judgments or other matters required for clear title purposes. Seller has a continuing duty to inform Buyer of any notice Seller shall receive from any city, county, state or other governmental authority of violation of any statute, law or ordinance or governmental rule or regulation or any actual or threatened lawsuit by which any party claims an interest in respect to or affects clear title of the Property. Seller warrants and represents that Seller has not entered into any other contracts, agreements or understandings, oral or written, for the sale or transfer of all or any portion of the Property. Seller has not made any commitments to any third party, including but not limited to, any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer. All matters set forth herein in this paragraph shall survive closing.

- (e) To Seller's present, actual knowledge there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined), on, over, under or around the real property in violation of applicable law; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the real property in violation of applicable law; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the real property or any adjacent properties in violation of applicable law; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the real property as a result of any construction or operation and use of the real property in violation of applicable law. For purposes of this provision, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including without limitation, asbestos, radon and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the real property, and also includes, without limitation, the surface and subsurface waters of the real property, and any activity undertaken or hereafter undertaken on the real property which would cause: (i) the real property to become a hazardous waste treatment, storage or disposal facility within the meaning of or otherwise bring the real property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the real property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1987 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions, in, on or under the real property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including the presence of any underground storage tanks or underground deposits located on the real property. The term "Seller's present, actual knowledge" or words of similar import shall mean the current conscious awareness of facts or other information of Seller, its officers, agents and employees, all of whom are acting solely in their capacity as officers, agents or employees of Seller or any affiliate of Seller and are in no manner expressly or impliedly making any of these representations in an individual capacity. The statements and representations of Seller set forth in this provision shall be true and reaffirmed in writing at closing and shall survive closing.
- (f) In the event it shall be necessary for either party to the Agreement to bring suit to enforce any provision hereof the prevailing party in any such litigation, including any appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and all reasonable attorneys' fee as fixed by the Court.

- (g) Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission (provided that if notice is sent by facsimile or telecopy transmission, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER:

TO BUYER:

City of Clermont
685 W. Montrose Street
Clermont, FL 34711
Attention: City Manager

WITH A REQUIRED
COPY TO:

deBeaubien, Knight, Simmons, Mantzaris and Neal, LLP
P.O. Box 87, 332 N. Magnolia Avenue (32801)
Orlando, FL 32802
Attention: Daniel F. Mantzaris
Telephone 407-422-2454
Facsimile 407-992-3541

- (h) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and/or assigns. Seller and Buyer acknowledge each to the other that both they and any respective counsel chosen by either party have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- (i) This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the parties hereto.
- (j) Seller and Buyer agree that this Agreement represents the complete and entire understanding and the full and final Agreement for the herein described sale and purchase and no agreements or representation, unless incorporated into this Agreement, shall be binding on the parties. This Agreement may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties.

- (k) IN THE EVENT THIS AGREEMENT IS NOT SIGNED SIMULTANEOUSLY BY BUYER AND SELLER, IT SHALL BE CONSIDERED TO BE AN OFFER BY SELLER TO BUYER, IN WHICH EVENT THIS OFFER SHALL EXPIRE AT 5:00 P.M. EASTERN DAYLIGHT SAVINGS TIME ON THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE SELLER HAS SIGNED THIS AGREEMENT UNLESS A COUNTERPART OF THIS AGREEMENT SIGNED BY BUYER IS RECEIVED BY SELLER PRIOR TO THAT TIME AND DATE.
- (l) SELLER AND BUYER AGREE AND UNDERSTAND THAT THIS AGREEMENT AND ANY AND ALL OF BUYER'S OBLIGATIONS SET FORTH HEREIN ARE EXPRESSLY CONTINGENT UPON APPROVAL AND ACCEPTANCE OF THIS AGREEMENT BY THE CITY COUNCIL OF THE CITY OF CLERMONT. IN THE EVENT THAT THIS AGREEMENT IS NOT APPROVED AND ACCEPTED BY CITY COUNCIL THEN THIS AGREEMENT WILL BE NULL AND VOID AND BOTH PARTIES SHALL BE RELIEVED FROM ANY AND ALL OBLIGATIONS SET FORTH HEREIN.
- (m) The Seller and Buyer acknowledge that this Agreement is entered into under the threat of condemnation as part of the East Avenue project and the sale of the Property will be completed under the threat of condemnation. In the event that the Seller did not voluntarily enter into this Agreement then Buyer would have filed a condemnation action.

IV. Closing Date

The closing will occur on or before _____, 2016. However, Buyer may extend the closing date at its option in order to receive good and marketable title to Buyer free and clear of any and all liens, taxes, mortgages, judgments and/or encumbrances.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Buyer and Seller.

VI. Acknowledgement of Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

Date: 6/2/16
Seller(s)

Date: _____
Buyer



Signature

James Phillips

Type or print name

Signature

Type or print name

Signature

Type or print name

City of Clermont

BY: _____
Darren Gray
City Manager

RESTRICTED APPRAISAL REPORT

REAL ESTATE LOCATED IN THE:

168 EAST ~~AVENUE~~ Lakeshore Drive
CLERMONT, LAKE COUNTY FLORIDA

AICF

**APPRAISALS INC. OF
CENTRAL FLORIDA**

690 West Montrose Street
Clermont, FL 34711

PREPARED FOR

Daniel F. Mantzaris
Clermont City Attorney
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
332 North Magnolia Avenue
PO Box 87
Orlando, Florida 32802

FILE NO.
160301F

JOHN L. ROCKER III, MAI, SRA
State-Certified General Real
Estate Appraiser RZ1678

APPRAISALS OF CENTRAL FLORIDA
John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678
COMMERCIAL REAL ESTATE APPRAISERS - CONSULTANTS
690 Montrose Street • Clermont • Florida 34711
(352) 394-3490 • FAX (352) 394-8588
E-Mail Address: aiocfl@gmail.com

March 8, 2016

Daniel F. Mantzaris
Clermont City Attorney
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
332 North Magnolia Avenue
PO Box 87
Orlando, Florida 32802

RE: Appraisal of Real Estate located at the 168 East Lakeshore Drive, Clermont, Lake County, Florida

Dear Mr. Mantzaris:

As you requested, I have made the inspections, investigations, and analysis necessary to provide a restricted appraisal report for the above described property located in Lake County, Florida. The purpose of this assignment was to estimate an opinion of market value of the below surface easement for the subject property for asset evaluation purposes. Market value and highest and best use are defined within the text of the following appraisal report.

The parent tract of the subject consists of 10,080± square feet of land area (subject to formal survey) located at 168 East Lakeshore Drive, Clermont, Lake County, Florida. The area of the below surface easement is 730 square feet. The subject is more fully described, legally and physically within the enclosed report.

Data, information, and calculations leading to the value conclusion are incorporated in my appraisal file and summarized in the report following this letter. The appraisal file and report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter. Based on the analysis, the value of the subject was concluded as follows:

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Easement Value Conclusion
"As Is"	Partial Fee Simple-Easement	March 8, 2016	\$3,200
Source: Appraisals Inc. of Central Florida			

This report was prepared in conformance with, Uniform Standards of Professional Appraisal Practice (USPAP) as set forth by the Appraisal Foundation; and in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

EXTRAORDINARY ASSUMPTION: A survey of the parent tract has not been provided. Appraisals Inc. of Central Florida has utilized the Lake County Property Appraiser's Official Data for appraising the parent tract and easement. A survey and appropriate title work is recommended since without it could result in differences in our estimates. As such if anything differs physically or legally than was assumed, Appraisals Inc. of Central Florida has the right to adjust this appraisal accordingly.

CERTIFICATION OF THE APPRAISAL

I certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. John L. Rocker, III, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute and/or the State of Florida.
10. John L. Rocker, III, MAI, SRA has made a personal inspection of the property that is the subject of this report.
11. John L. Rocker, III, MAI, SRA has extensive experience in the appraisal/review of similar property types.
12. John L. Rocker, III, MAI, SRA is currently certified in the state where the subject is located.
13. John L. Rocker III, MAI, SRA or Appraisals Inc. of Central Florida has not performed a prior appraisal on the subject property in the previous three years.

It has been a pleasure to assist you in this assignment and if you have any questions concerning the analysis, please contact us.

Respectfully submitted,

APPRAISALS INC. OF CENTRAL FLORIDA



John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678

SUBJECT PHOTOGRAPHS



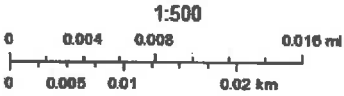
VIEW OF SUBJECT PROPERTY FROM LAKESHORE DRIVE

AERIAL MAP OF SUBJECT PROPERTY



March 2, 2016

- Override 1
- Override 1
- Street Names
- Local Streets
- Tax Parcels Alternate Key
- Tax Parcels
- Surrounding Counties



Lake County Board of County Commissioners

SUMMARY OF SALIENT FACTS

Property Location: 168 East Lakeshore Drive, Clermont, Lake County, FL

Owner(s) of Record: James C. Phillips and James R. Phillips

Property Identification Number(s): 1714656

Property Description (parent tract): 10,080± square feet of land area (subject to formal survey)

Proposed Below Surface Easement Area: 730 square feet

Zoning: R-1 Residential District by the City of Clermont Zoning Authorities

Highest and Best Use:

As Though Vacant: Continued use as residential

Estimated Exposure Time: 12 months

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Easement Value Conclusion
"As Is"	Partial Fee Simple-Easement	March 8, 2016	\$3,200
Source: Appraisals Inc. of Central Florida			

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INTRODUCTION

PROPERTY IDENTIFICATION

The subject (parent tract) consists of 10,080± square feet of land area (subject to formal survey) and the proposed below surface easement is 730 square feet located at 168 East Lakeshore Drive, Clermont, Lake County, Florida.

OWNERSHIP AND PROPERTY HISTORY

According to public records, the subject property is currently vested in the name of James C. Phillips and James R. Phillips. According to public records, there have been no other ownership transfers of the subject property in the previous three years.

DATE OF INSPECTION / VALUE

The subject property was inspected on March 8, 2016. The date of "as is" value is March 8, 2016.

DATE OF REPORT

The date of report was March 8, 2016.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the value of the subject property. Market value is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PREMISE OF THE APPRAISAL

The premise of this appraisal valuation is "As Is".

INTENDED USE/USER OF REPORT

This appraisal is to aid Mr. Daniel Mantzaris, Attorney for the City of Clermont in asset evaluation purposes.

¹ The definition of market value is taken from Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of The Appraisal Foundation, 2006 Edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value. This definition is compatible with the definition of market value contained in The Dictionary of Real Estate Appraisal, Fifth Edition.

PROPERTY RIGHTS APPRAISED

The interest appraised represents the partial (proposed below surface easement) fee simple estate.

APPRAISAL DEVELOPMENT, REPORTING PROCESS AND SCOPE OF WORK

The following steps were completed for this assignment:

1. identified the subject property; physically inspected the parent tract and proposed easement area;
2. understood the intended use of the report;
3. applied appropriate appraisal methodology;
4. analyzed the comparable data to arrive at a probable range of value via each approach to value used in this report;
5. reconciled the results of each approach into a reasonable and defensible final estimate of value for the subject, as defined herein;
6. estimated a reasonable exposure associated with the value estimate.

To develop the opinion of value, I used the Direct Sales Comparison approach to value since it was the most meaningful approach to value in appraising the subject property. Furthermore, the value conclusion reflects known information about the subject, market conditions and available data. I have conveyed this appraisal in a Restricted Appraisal report.

I have conveyed this appraisal in a Restricted Use Appraisal report. As such, use of the restricted use report is limited for use by the client only and my opinions and conclusions set forth in the report cannot be understood properly without the additional information in my appraisal work file.

EXPOSURE TIME

Exposure time is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

- statistical information about days on the market
- information gathered through sales verification
- interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions. Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure time is therefore interrelated with appraisal conclusion of value.

In consideration of these factors, I have analyzed the following:

- exposure periods of comparable sales revealed during the course of this appraisal;
- knowledgeable real estate professionals.

Based on the foregoing analysis, an exposure time of 12± months is reasonable, defensible, and appropriate.



NEIGHBORHOOD MAP

Area & Neighborhood Description. The subject property is located in Clermont, Lake County, Florida. The Lake County area has experienced a slow to steady growth rate in recent years. The global, United States and local economies have been adverse due to The Great Recession. These trends appear to be improving and are expected to continue to moderately improve within the foreseeable future

Property Description. The subject property's parent tract consists of 10,080± square feet of land area (subject to formal survey) located at 168 East Lakeshore Drive, Clermont, Lake County, Florida. The subject has slightly sloping topography (subject to formal survey) and is located along the northern shores of Lake Minnehaha, a large recreational lake. The subject property has a good view and fronts Lake Minnehaha, a large recreational lake. Two lane paved Lakeshore Drive bisects the subject property along the lake area. The subject property has a paved street along the west boundary areas as well. The topography (FEMA Map 12069C0570E dated December 18, 2012) is rectangular in shape. All municipal utilities are available. The subject property is zoned R-1 Residential District by the City of Clermont Zoning Authorities. The proposed underground easement area is 730square feet along Lakeshore Drive.

TAXES AND ASSESSMENT DATA		
Tax ID Number	Assessed Value	Assessed Taxes
30-22-26-070000000800	\$221,806	\$4,137.14
Source: Lake County Property Appraiser's Office		

According to Lake County Public Records, the subject property is legally described as follows:

CLERMONT, LAKE HIGHLAND ESTATES BEG 11.5 FT S OF NE COR OF LOT 8, RUN W 67 FT, S 12 FT, W 3 FT, S TO S LINE OF LOT 8, E'LY ALONG LOT LINE TO SE COR OF LOT 8, N TO POB, LOT 8A PB 12 PG 100 ORB 4593 PG 771

Legal for proposed easement; see attached sketch.

HIGHEST AND BEST USE

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legal permissibility;
- physical possibility;
- financial feasibility; and
- maximum profitability.

Highest and best use as though vacant. After considering the physically possible, legally permissible, financially feasible/maximally productive standpoints, it is our opinion that the highest and best use of the subject property as vacant would be for continued residential usage or any feasible legally permissible use.

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

COST APPROACH

The Cost Approach is based upon the proposition the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The Sales Comparison Approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the Income Capitalization Approach are direct capitalization and the discounted cash flow (DCF) analysis.

METHODOLOGY APPLICABLE TO THE SUBJECT

The Direct Sales Comparison Approach to value was used since it was considered most meaningful. The Cost Approach and Income Approach was not applicable since the subject property is considered as vacant land.

I have applied a Sales Comparison Approach to estimate market value of the subject property. Sales prices of like/kind properties are compared on a unit basis such as per acre or per square foot of land area. The most widely used indicator for like-kind sales is overall sales price and price per front foot of water frontage for the parent tract and applied a unit value for the proposed underground easement area.

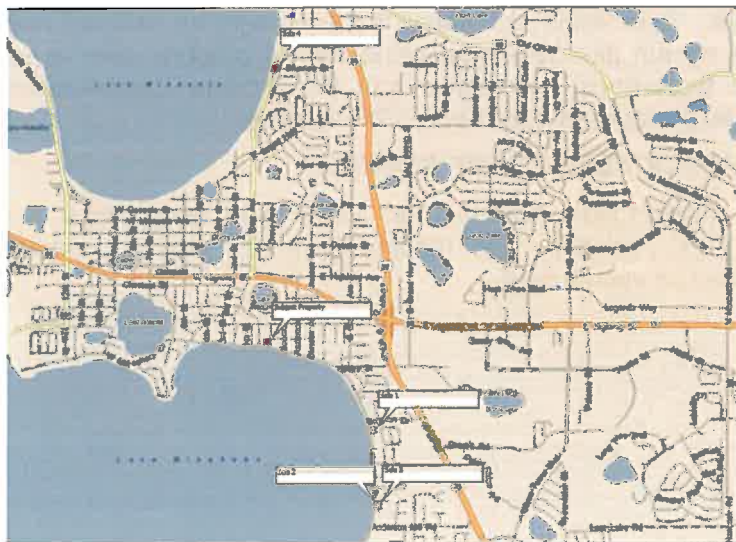
A grid is used to summarize the direction and magnitude of adjustments judged appropriate to the comparable sales. In some cases adjustments may be derived directly from quantifiable data (e.g., the estimated off-site costs). However, in many instances the adjustments involve the judgment of the appraiser.

After a diligent effort has been made to identify and adjust for all salient differences, one of several patterns is likely to emerge:

1. There may be a clear clustering of adjusted values within a narrow range;
2. there may be no discernible pattern; or
3. there may be a general clustering, but with one or several adjusted sales outside the general range indicated by the other data.

In the first instance, an estimate of value within the resulting adjusted range is typically concluded. In the second instance, it is generally possible only to conclude a reasonable value range. In the third instance, the "outliers" typically receive little weight in the analysis unless they are the most comparable sales, represent a fundamental change in market dynamics, or are otherwise particularly relevant to the subject analysis.

The sales selected were most comparable to the subject. A summary of the comparables utilized is included below as well as a location map.



LAND SALE ADJUSTMENT GRID

DESCRIPTION	SUBJECT	SALE 1	ADJ	SALE 2	ADJ	SALE 3	ADJ	SALE 4	ADJ
Prop. Rights Conveyed:	----	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Conditions of Sale:	----	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Financing:	---	Cash or Equivalent		Cash or Equivalent		Cash or Equivalent		Cash or Equivalent	
Sale Date:	----	08/2015	+5%	01/2015	+10%	02/2015	+10%	10/2013	+15%
Location:	168 E. Lakeshore Dr., Clermont, Lake Co.	S. Lakeshore Dr., Clermont, Lake Co.	+10%	S. Lakeshore Dr., Clermont, Lake Co.	+15%	S. Lakeshore Dr., Clermont, Lake Co.	+15%	908 Sunset Shores Dr., Clermont, Lake Co.	+5%
Sale Price/Front Feet:	---	\$180,000/ \$1,636		\$175,000/ \$1,591		\$160,000/ \$2,222		\$157,000/ \$1,878	
Land Area (SF):	10,080 ±	27,610	+10%	21,860	+10%	14,162	+5%	14,415	+5%
Front Feet:	70	110	+15%	110	+15%	72		83.6	
Zoning:	R-1	R-1		R-1		R-1		RSF-2	
Utilities Available:	All	All		All		All		All	
Recorded:	---	4679/2037		4582/1245		4588/841		4398/959	
Net Adjustments	---		+40%		+50%		+30%		+25%
Adjusted Unit Sale Price (FF)	---	\$2,290		\$2,387		\$2,809		\$2,348	

Analysis of Sales

Land Sale 1 was located along S. Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in August 2015 for \$180,000 or \$1,636 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 27,610± square feet of land area and 110 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time), location and land size/front footage since parcels with more larger land size and front feet typically sell for lower unit sale prices. Overall adjustments were upward reflecting a higher unit value for the subject property.

Land Sale 2 was located at S. Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in January 2015 for \$175,000 or \$1,591 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 21,860± square feet of land area and 110 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time), location and land size/front feet since larger land parcels and more front footage typically sell for lower unit sale prices. Overall adjustments were upward reflecting a higher unit value for the subject property.

Land Sale 3 was located along S. Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in February 2015 for \$160,000 or \$2,222 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 14,162± square feet of land area and 72 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time), location and land size since larger land parcels typically sells for lower unit sale prices. Overall adjustments were upward reflecting a higher unit value for the subject property.

Land Sale 4 was located along Lakeshore Drive, Clermont, Lake County, Florida. The property was purchased in October 2013 for \$157,000 or \$1,878 per front foot of water frontage.

The sale consisted of a vacant residential waterfront tract containing 14,415± square feet of land area and 83.6 front feet of water frontage. The site had all utilities available.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time), location and land size since larger land parcels typically sells for lower unit sale prices. Overall adjustments were upward reflecting a higher unit value for the subject property.

CONCLUSION

The overall sales price and price per front foot of waterfront footage was considered the best unit of comparison to appraise the subject property. Limited sales were available however, all sales were divided (road bisecting the proposed house area from the lake) lakefront like the subject property. Thus, we have concluded a reasonable front foot unit value for the subject property to be \$2,500± per front foot x 70 front feet or \$175,000.

The easement value is calculated as follows:

VALUE	SUBJECT SIZE	VALUE (\$F)	EASEMENT AREA	VALUE FEE SIMPLE	PERCENTAGE BELOW SURFACE EASEMENT	VALUE OF UNDERGROUND EASEMENT
\$175,000	+ 10,080	= \$17.36	X 730	\$12,673	X .25	= \$3,168 (R) \$3,200

**THREE THOUSAND TWO HUNDRED DOLLARS
(\$3,200)**

Assumptions and Limiting Conditions

1. This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as stated in the report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-

formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser(s) are competent to complete this assignment in accordance with the provisions in the Uniform Standards of Professional Appraisal Practice (USPAP).

ADDENDUM

Parcel 6

The South 10.35' of a portion of Lot 8 LAKE HIGHLANDS ESTATES, Plat Book 12, Page 100, of the Public Records of Lake County, Florida, being a portion of the following described parcel of land.

Lot 8A and that part of Lot 8, Lake Highland Estates, as recorded in Plat Book 12, Page 100, Public Records of Lakes County, Florida, described as follows:

Commence at the Northeast corner of said Lot 8; thence South along the East line of said Lot, 11.5 feet to the Point of Beginning, thence continue South along said East line, 148.50 feet to an intersection with the Northerly right-of-way of Lake Shore Drive; Thence North 82 degrees 50 minutes 12 seconds West, 70.55 feet, thence North 70.0 feet from and parallel with the East line of said Lot 8, a distance of 127.63 feet thence South 89 degrees 56 minutes 20 seconds East, 23.5 feet South of and parallel with the North line of said Lot 8, a distance of 3.00 feet, thence North 67.0 feet West of and parallel with the East line of said Lot 8, a distance of 12.0 feet, thence South 89 degrees 56 minutes 20 seconds East, 11.5 feet South of and parallel with the North line of said Lot 8, a distance of 67.0 feet to the Point of Beginning.

Containing 730 square feet or 0.017 acres, more or less

ADDENDUM A
LAKE COUNTY PROPERTY RECORD CARD

PROPERTY RECORD CARD**General Information**

Owner Name:	PHILLIPS JAMES C &	Alternate Key:	1714856
Mailing Address:	JAMES R PHILLIPS 168 E LAKESHORE DR CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	30-22-28-070000000800
Property Location:	168 EAST LAKESHORE DR CLERMONT FL 34711 Update Property Location	Millage Group and City:	000C (Clermont)
Property Description:	CLERMONT, LAKE HIGHLAND ESTATES BEG 11.5 FT S OF NE COR OF LOT 8, RUN W 87 FT, S 12 FT, W 3 FT, S TO S LINE OF LOT 8, E'LY ALONG LOT LINE TO SE COR OF LOT 8, N TO POB, LOT 8A PB 12 PG 100 ORB 4593 PG 771	Total Millage Rate:	18.65210
		Trash/Recycling /WaterInfo:	My Public Services Map
		Property Name:	— Submit Property Name
		School Locator:	School and Bus Map

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	LAKEFRONT SFR (0103)	70	144		70	FF	\$0.00	\$83,768.00
2	VACANT LAKEFRONT (0003)	0	0		1	LT	\$0.00	\$20,038.00

Residential Building(s)**Building 001**

Residential Single Family Building Value: \$109,188.00

Summary

Year Built: 1956 Total Living Area: 2088 Central A/C: Yes Attached Garage: No

Bedrooms: 3 Full Bathrooms: 2 Half Bathrooms: 0 Fireplaces: 0

Incorrect Bedroom, Bath, or other information? [Click here to Update My Information](#)

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	1361	N	0%	0%	

2	CARPORT (CPF)	No Wall Type (000)	1	189	N	0%	0%
3	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	350	N	0%	0%
4	FINISHED LIVING AREA (FLA)	Wood (001)	1	375	N	0%	0%
5	OPEN PORCH (OPF)	No Wall Type (000)	1	42	N	0%	0%
6	SCREEN PORCH (SPU)	No Wall Type (000)	1	378	N	0%	0%

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0002	DECKING - WOOD (DEC)	360	SF	1991	\$1,018.00
0003	DOCK (DOC)	448	SF	2000	\$3,315.00
0004	BOATHOUSE (BHS)	332	SF	2000	\$4,478.00

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<u>698 / 276</u>	1/1/1980	Misc Deed/Document	Qualified	Improved	\$77,000.00
<u>1087 / 657</u>	12/1/1990	Quit Claim Deed	Unqualified	Improved	\$0.00
<u>1176 / 1988</u>	7/1/1992	Warranty Deed	Qualified	Improved	\$132,500.00
<u>1608 / 2027</u>	5/1/1998	Warranty Deed	Qualified	Improved	\$172,000.00

4593 / 771 2/25/2015 Warranty Deed Qualified Improved \$270,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ**Values and Estimated Ad Valorem Taxes** ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
SCHOOL BOARD STATE	\$221,806	\$221,806	\$221,806	5.69700	\$1,263.63
SCHOOL BOARD LOCAL	\$221,806	\$221,806	\$221,806	1.50000	\$332.71
CITY OF CLERMONT	\$221,806	\$221,806	\$221,806	4.20610	\$932.94
ST JOHNS RIVER FL WATER MGMT DIST	\$221,806	\$221,806	\$221,806	0.30230	\$67.05
LAKE COUNTY VOTED DEBT SERVICE	\$221,806	\$221,806	\$221,806	0.16000	\$35.49
LAKE COUNTY WATER AUTHORITY	\$221,806	\$221,806	\$221,806	0.26540	\$56.65
SOUTH LAKE HOSPITAL DIST	\$221,806	\$221,806	\$221,806	0.76330	\$169.30
LAKE COUNTY BCC GENERAL FUND	\$221,806	\$221,806	\$221,806	5.30510	\$1,176.70
LAKE COUNTY MSTU AMBULANCE	\$221,806	\$221,806	\$221,806	0.46290	\$102.67
			Total:	18.6521	\$4,137.14

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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Property data last updated on 31 January 2016.

ADDENDUM B
APPRAISAL DEFINITIONS

APPRAISAL DEFINITIONS

Definition of Market Value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Federal Register, vol.55, no. 163, August 22, 1990, pages 34228 and 34229; also quoted in the Glossary of the Uniform Standards of Professional Appraisal Practice, 2000 edition.)

Definition of Fee Simple Interest

According to the 13th Edition of the Appraisal of Real Estate the definition of fee simple estate is: absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Definition of Highest and Best Use

According to the 13th Edition of the Appraisal of Real Estate the definition of highest and best use is defined as: the reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

ADDENDUM C
QUALIFICATIONS

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BOARD

LICENSE NUMBER

RZ1678

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

ROCKER, JOHN L III
690 MONTROSE ST.
CLERMONT FL 34711



ISSUED: 11/25/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411250002284





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Sidewalk Right-of-Way License and Hold Harmless Agreement		
Requested Action		
Recommend approval of the Sidewalk Right-of-Way License and Hold Harmless Agreement for 794 W. Minneola Ave.		
Staff Report		
Wallace Grill is located at 794 W. Minneola Ave. The building is owned by French/Lawson Investment Group, LLC, and Bill Lawson is the representative owner. In April this year, the reconstruction of the dilapidated sidewalk in this area was completed and also rerouted to the corner. The three steps to 8th Street (non ADA accessible) were not considered to code and subsequently removed and a safety rail was installed. As a result, the sidewalk area in front of the business and access into the business is now ADA accessible. The sidewalk is now usable for the business for outdoor seating in accordance with City code for the CBD zoning district. In order to fully use the sidewalk, which is about eight (8') feet wide, the proposed awning would need bracing. This bracing is similar to what other cities have allowed using this proposed Hold Harmless Agreement which protects the City and the business/building owner. The sidewalk in this area is unique due to the slope and ADA access accommodations. As part of a CRA Incentive Facade Improvement Grant Program (FIGP) application, the owner proposes to construct a new awning over the new sidewalk in front, complete with bracing poles extending to the outside, or south side of the sidewalk. This would allow them to place tables and chairs outside, which is allowed in the CRA District.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Wallace Grill Sidewalk ROW License and Hold Harmless Agreement		Wallace Grill ROW license agreement.pdf

SIDEWALK RIGHT-OF-WAY LICENSE AND HOLD HARMLESS AGREEMENT

THIS RIGHT-OF-WAY LICENSE AND HOLD HARMLESS AGREEMENT is, entered into by and between French/Lawson Investment Group, LLC, a Florida Limited Liability Corporation, whose address is 1064 W. Hwy 50, Clermont, FL 34711 (“LICENSEE”), and the **CITY OF CLERMONT, FLORIDA**, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 (“City”).

RECITALS

WHEREAS, CITY owns property, including the street and sidewalk right-of-way adjacent to LICENSEE’s commercial establishment located at 794 W. Minneola Ave.; and

WHEREAS, LICENSEE seeks to construct an awning structure from its facility over CITY’s sidewalk right-of-way; and

WHEREAS, CITY approves the use of the public thoroughfare in such a manner; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of CITY to enter into this License Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and form a material part of this Agreement.

2. TERM. The term of this license is one (1) year from the date of execution by the parties and may be automatically renewed at the request of the LICENSEE.

3. LOCATION. LICENSEE may use and maintain an awning structure over or within the public right-of-way subject and conditioned upon the prior written approval by the CITY of the location, appearance, materials utilized and construction methods to be used. The proposed structure shall be substantially consistent with the diagram attached hereto and incorporated herein as Exhibit “A”.

4. MAINTENANCE.

a. LICENSEE shall maintain the awning structure in proper condition and appearance and in accordance with the approved plans for the structure.

b. LICENSEE shall be responsible for the maintenance and upkeep of the awning structure and any damage to the awning structure is solely the responsibility of LICENSEE.

Should LICENSEE fail to maintain the awning structure, this License Agreement is revocable on notice by CITY to LICENSEE of a violation of this section; however, LICENSEE shall have 14 days to cure any problem if it notifies CITY in writing within three (3) days of its intent to cure the violation.

c. The awning structure shall be placed in accordance with all conditions set by the CITY and shall not impede in any manner the CITY's ability to maintain the road, sidewalk, utilities and appurtenances thereto.

d. The awning structure shall not cause an obstruction or inconvenience to members of the public using the sidewalk, utilities and appurtenances thereto.

e. LICENSEE shall remove any debris created by its use of the public right-of-way.

5. REVOCATION. This License Agreement is immediately revocable should LICENSEE discontinue use of the awning structure. In any event and without cause, this License Agreement is revocable by CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove, at its own expense, the awning structure and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove the awning structure, other materials or obstructions, they may be removed by CITY and LICENSEE shall be liable for all expenses. CITY will remain under no obligation to replace or reimburse for the removed awning structure pursuant to this provision.

6. INDEMNIFICATION. To the fullest extent permitted by law, LICENSEE shall indemnify and hold harmless CITY from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the performance of their obligations under this Agreement. LICENSEE shall indemnify and hold harmless the CITY (and any governmental body or utility authority properly using such right-of-way) from and against all expenses, costs or claims for any damages to the awning structure which may result from the use of such Right-of-Way by CITY or other governmental body or authority due to maintenance, construction, installation, or other proper use within such right-of-way.

7. INSURANCE. LICENSEE shall obtain or possess commercial general liability insurance with limits of not less than \$200,000 Combined Single Limit (CSL) or its equivalent. LICENSEE shall provide a Certificate of Insurance to the City prior to commencing operations under this Agreement to verify insurance coverage. LICENSEE shall maintain such insurance coverage throughout the duration of this Agreement, including the initial period and all extensions thereto. The insurance coverage shall name CITY as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing thirty (30) days' prior written notice to CITY.

8. PERMITS. LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits, including building permits, prior to placement of the awning structure.

9. NUISANCE PROHIBITED. LICENSEE shall not, during the term hereof, on or in the premises maintain, commit or permit the maintenance or commission of any nuisance or

violation of any applicable City ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this License Agreement or enacted, amended, or otherwise put into effect during the term of this License Agreement.

10. LIMITATION OF RIGHTS. LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this License Agreement.

11. DISCLAIMER OF CITY RESPONSIBILITY. Nothing contained herein shall create any obligation on the part of the City to maintain the awning structure.

12. EFFECTIVE DATE. This Agreement shall take effect upon being recorded in the Public Records of Lake County, Florida.

13. TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

OWNER:

WITNESSES:

Signature

Signature

Print Name

Print Name

Signature

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2016, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 9th day of August, 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

Exhibit "A"

French/Lawson Investment Group, LLC ~ Wallace Grill
794 W. Minneola Ave.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Extension of Employee Unpaid Leave Without Pay		
Requested Action		
Recommend to Approve Extension of Employee Unpaid Leave without Pay.		
Staff Report		
The City of Clermont's Personnel Policy, Chapter 5, Employee Benefits, Section 8, Leave Without Pay, Item A. Leave Without Pay for Medical Reasons states that "Leave without pay for medical reasons in excess of ten (10) calendar days shall be subject to the approval to the approval of the City Manager. However, in no event shall the City Manager approve a Leave Without Pay status, which along with any paid leave, shall exceed a total of 180 calendar days. Employee, Kristopher Kruse, Police Officer with the City of Clermont's Police Department, has been out on leave for non-work related medical reasons since February 8, 2016. The City Manager approved his leave for 180 days and the leave will expire on August 6, 2016. The City recently received documentation stating that Officer Kruse will likely be able to return to some type of light duty work in October of 2016. City staff is requesting Council to consider an extension of his unpaid leave without pay for medical reasons through October 31, 2016.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



AGENDA ITEM

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Ordinance No. 2016-35 <i>Final</i> <i>Fire Prevention Code</i>		
Requested Action		
Recommend approval Ordinance No. 2016-35 Final - Fire Prevention Code		
Staff Report		
The Clermont Fire Department is applying for the Center for Public Safety Excellence's Accreditation and one of the justification is incorporating the Fire Prevention Code and Life Safety Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2016-35	2016-35 Fire Safety Code Ord.docx
2.	Ad	2016-35 Fire Code.doc

CITY OF CLERMONT
ORDINANCE No. 2016-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CREATING CITY CODE CHAPTER 15 “FIRE SAFETY CODE”, PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, empowers the City of Clermont to adopt regulations which furthers a municipal purpose; and

WHEREAS, the State Fire Marshal has; pursuant to Chapter 633.025, Florida Statutes, adopted the “Florida Fire Prevention Code” and the “Life Safety Code” which shall be applicable to all local governments throughout the State of Florida; and

WHEREAS, the City Council has determined that creating Clermont City Code Chapter 15 bears a substantial relationship to the continued protection of the health, safety, and welfare of its citizens;

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

Section 1.

The above-stated Whereas Clauses are hereby adopted by the Council as findings in support of the provisions herein.

Section 2.

Chapter 15, “Fire Code and Standards” of the Code of the City of Clermont, Florida, is hereby created to read as follows:

CHAPTER 15

FIRE SAFETY CODE

Section 15-1. Title.

This Chapter shall be known as the Fire Safety Code of the City of Clermont, Lake County, Florida.

CITY OF CLERMONT
ORDINANCE No. 2016-35

Section 15-2. Adoption of Fire Prevention Code.

Pursuant to Florida Statutes 633.025, the most current edition of the Florida Fire Prevention Code; NFPA 1, adopted by the State Fire Marshal is adopted and enacted as the Fire Prevention Code of the City of Clermont as fully as if set out at length in this Section.

Section 15-3. Adoption of Life Safety Code.

Pursuant to Florida Statutes 633.025, the most current edition of the Life Safety Code; NFPA 101, adopted by the State Fire Marshal is adopted and enacted as the Life Safety Code of the City of Clermont as fully as if set out at length in this Section.

Section 3. Codification.

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Council that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Conflict.

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

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

CITY OF CLERMONT
ORDINANCE No. 2016-35

PASSED AND ADOPTED by the City Council of the City of Clermont, this 9th day of August, 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. 2016-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CREATING CITY CODE CHAPTER 15 "FIRE SAFETY CODE", PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

A public meeting to introduce will be held before the City Council on Tuesday, July 26, 2016 at 6:30pm.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, August 9, 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
July 26, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Ordinance No. 2016-36 <i>Final Mazda</i>		
Requested Action		
Recommend approval of Ordinance 2016-36.		
Staff Report		
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 June 8, 2015. The property is under construction and is receiving water and sewer services from the City. The property, approximately 5 acres, is being developed as an auto dealership, Headquarter Mazda. A comprehensive plan amendment will be processed that will change the future land use from Lake County's Regional Commercial to the City's Commercial designation. A rezoning will also be processed to change the zoning from Urban Estate (currently Planned Industrial District 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	2016-36 Mazda annex.doc	
2. Location Map	Exhibit 1.docx	
3. Utility Agreement	Utility Agreement.pdf	
4. Legal Ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-36

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 that includes a Notice of Encumbrance to annex, dated June 8, 2015; 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

A parcel of land located in the Section 25; T22, R26, Lake County, Florida, more particularly described as follows:

From the southeast corner of the northwest $\frac{1}{4}$ run north $01^{\circ} 00' 01''$ east 569.70 feet for point of beginning, run north $89^{\circ} 45' 47''$ west 313.69 feet, north $01^{\circ} 00' 01''$ east 694.68 feet to south right-of-way line of SR 50, south $89^{\circ} 45' 47''$ east 313.63 feet to east line of northwest $\frac{1}{4}$, south $01^{\circ} 00' 01''$ west, 694.66 feet to point of beginning. ORB 4641 PG 2328; (Alternate Key 2827068)

Containing 5.15 acres +/-

CITY OF CLERMONT
ORDINANCE No. 2016-36

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. 2016-36

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-36

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 9th day of August, 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

Exhibit 1

DEVELOPMENT NAME: Headquarter Mazda

Location Map:





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 Hamida F Battla and Naseem Bano Latif (Headquarter Auto Clermont, Ltd – a k a Headquarter Mazda), and any successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc with up to 11,000 sq ft, 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, as a condition of CITY providing said water and sewer service to the property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision, 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
- 1 2 OWNER shall connect to the existing City system at connection point or points approved by CITY The connection points will be those closest to the Property
- 1 3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY

INSTRUMENT #2015075302
OR BK 4650 PG 1516 - 1530 (15 PGS)
DATE 7/10/2015 2 25 46 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$129 00

- 1 4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations
- 1 5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans
- 1 6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY
- 1 7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property
- 1 8 The OWNER shall construct or be responsible for all access to the site which may include turn lanes from S R 50 into the development, along the northern property boundary line
- 1 9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense
- 1 10 The utilities in the commercial property shall be privately owned and maintained, but shall be constructed to City standards
- 1 11 Irrigation shall be provided by private well. Potable water is not allowed for irrigation
- 1 12 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY
- 1 13 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 14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction
- 1 15 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 12 and 1 13 from the CITY in the form of Impact Fee Credits

- 1 16 The Impact Fee Credits shall be established subject to Sections 1 12 and 1 13 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 17 Impact Fee Credits may not be transferred outside of the Property described on Exhibit "A" and as depicted in Exhibit "D" Location Map, but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property
- 1 18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees
- 1 19 The City may require a looped system to provide reliability and redundancy to the property
- 1 20 The point of sewer connection shall be coordinated with the existing utilities on the south side of State Road 50 The City will not accept ownership of utilities within the State Road 50 right-of-way
- 1 21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee No chain link shall be used in public view areas
- 1 22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted Parking shall not be permitted on any State or local road right-of-ways
- 1 23 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 24 The development shall be in substantial compliance with the Site Plan, Landscape Plan and Architectural Plan as shown in Exhibit "C" Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement
- 1 25 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 26 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started
- 1 27 The Agreement shall be for commercial utility flow/demand for water at 925 gpd and sewer is 925 gpd, based on an annual average Exceeding these amounts may require a new Utility Services Agreement (gpd = gallons per day) Allowed overage of up to 10% allowed

Section 2. DEVELOPMENT STANDARDS

- (a) 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
- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 1/20/151 by Tannath Design, Inc

Section 3. WAIVER REQUESTS FOR THE PROPERTY

OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests

- Perimeter shrub row around the site will not be required on the west and south where the wall exists on the adjacent site All other perimeter areas must have a shrub row, per City code
- Canopy trees are replaced within the right-of-way buffer of S R 50 to include Date Palms, Cabbage Palmetto and Crape Myrtles In the event that palm trees are not used, canopy trees per the City code will be utilized
- Parking areas in the non-customer location on the east side of the property may have up to 19 parking spaces without a landscape island as presented in Exhibit "C"

Section 4. ANNEXATION

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" and as depicted in Exhibit "D" Location Map 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 5. 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 6. 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

Hamida F. Battla
Naseem Bano Latif
9502 Lavill Court
Windermere, FL 34786do, FL 32808

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. This Agreement shall be valid for no longer than five (5) years

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 Gail L. Ash, Mayor

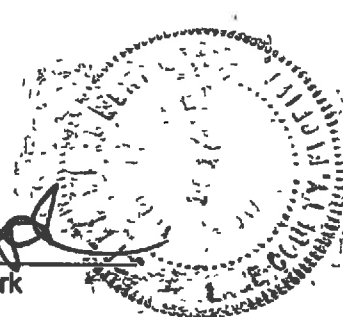
DATED this 26th day of May, 2015

CITY OF CLERMONT

Gail L. Ash
Gail L. Ash, Mayor

ATTEST

Tracy Ackroyd
Tracy Ackroyd, City Clerk



Approved as to form and legality

[Signature]
Daniel F. Mantzaris, City Attorney

OWNER: Hamida F. Battla (Headquarter Auto Clermont, Ltd - a k a Headquarter Mazda)

Hamida Battla Title Owner
Signature

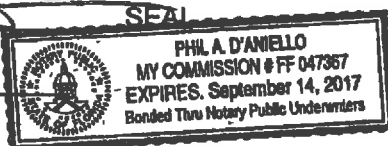
Hamida Battla
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 8 day of June, 2015, by Hamida Battla, who is personally known to me or who has produced _____ as identification and who did not take an oath

Notary Public _____

Type/print name _____



OWNER: Naseem Bano Latif (Headquarter Auto Clermont, Ltd - a k a Headquarter Mazda)

Naseem Bano Latif Title owner
Signature

Naseem Bano Latif
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 8 day of June, 2015, by Naseem Bano Latif, who is personally known to me or who has produced _____ as identification and who did not take an oath

Notary Public _____

SEAL

Type/print name _____

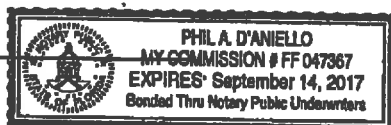


EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Hamida F Battla and Naseem Bano Latif (Headquarter Auto Clermont, Ltd –
a k a Headquarter Mazda)

Description:

FROM SE COR OF NW 1/4 RUN N 01DEG 00MIN 01SEC E 569 70 FT FOR POB, RUN N
89DEG 45MIN 47SEC W 313 69 FT, N 01DEG 00MIN 01SEC E 694 68 FT TO S R/W LINE OF
SR 50, S 89DEG 45MIN 47SEC E 313 63 FT TO E LINE OF NW 1/4, S 01DEG 00MIN 01SEC
W 694 66 FT TO POB
ORB 1124 PG 632

Containing 5 0 acres, more or less

Lake County Alternate Key Numbers:

2827068

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 12th day of May 2015, between Hamida F. Battla and Naseem Bano Latif (Headquarter Auto Clermont, Ltd. - a.k.a. Headquarter Mazda), 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" - Property Description
Exhibit "D" - Location Map**

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):

Witnesses

Hamida Battla

Signature

Hamida F. Battla

Type or print name

Naseem Bano Latif

Signature

Naseem Bano Latif

Type or print name

1.

Deborah M. Henderson

Signature

Deborah M. Henderson

Type or print name

2.

Phil D'Aniello

Signature

Phil D'Aniello

Type or print name

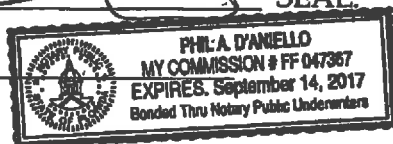
STATE OF Florida
COUNTY OF orange

The foregoing instrument was acknowledged before me on this 8 day of June, 2015, by Hamida Battla, who is personally known to me or who has produced as identification and who did not take an oath.

Notary Public

SEAL:

Type/print name



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

SITE PLAN, BUILDING ARCHITECTURAL & LANDSCAPE PLAN

LEGEND

- 1. 100 UNIT APARTMENT BUILDING
- 2. PARKING SPACES
- 3. LANDSCAPED AREA
- 4. EXISTING DRIVEWAY
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- 100. EXISTING DRIVEWAY

SCALE

1" = 20'

DATE

10/1/00

DRAWN BY

J. L. B. / J. L. B.

CHECKED BY

J. L. B. / J. L. B.

APPROVED BY

J. L. B. / J. L. B.

PROJECT NAME

100 UNIT APARTMENT COMPLEX

LOCATION

10000 N. 10th Ave., Miami, Florida

OWNER

City of Miami

DESIGNER

J. L. B. / J. L. B.

DATE

10/1/00

DRAWN BY

J. L. B. / J. L. B.

CHECKED BY

J. L. B. / J. L. B.

APPROVED BY

J. L. B. / J. L. B.

PROJECT NAME

100 UNIT APARTMENT COMPLEX

LOCATION

10000 N. 10th Ave., Miami, Florida

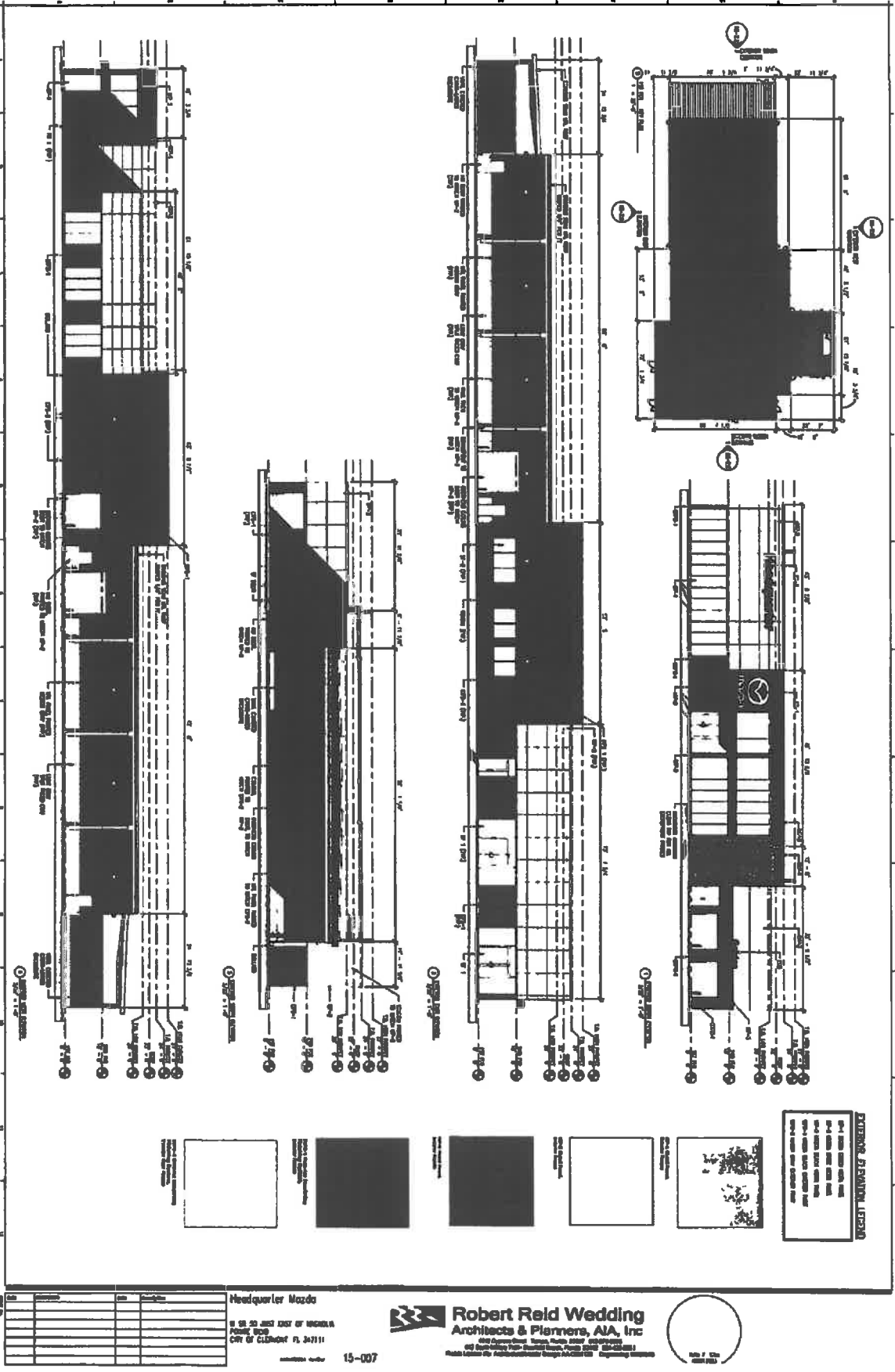
OWNER

City of Miami

DESIGNER

J. L. B. / J. L. B.

Headquarter Auto Clermont, Ltd. - a.k.a. Headquarter Mazda - ARCHITECTURAL:

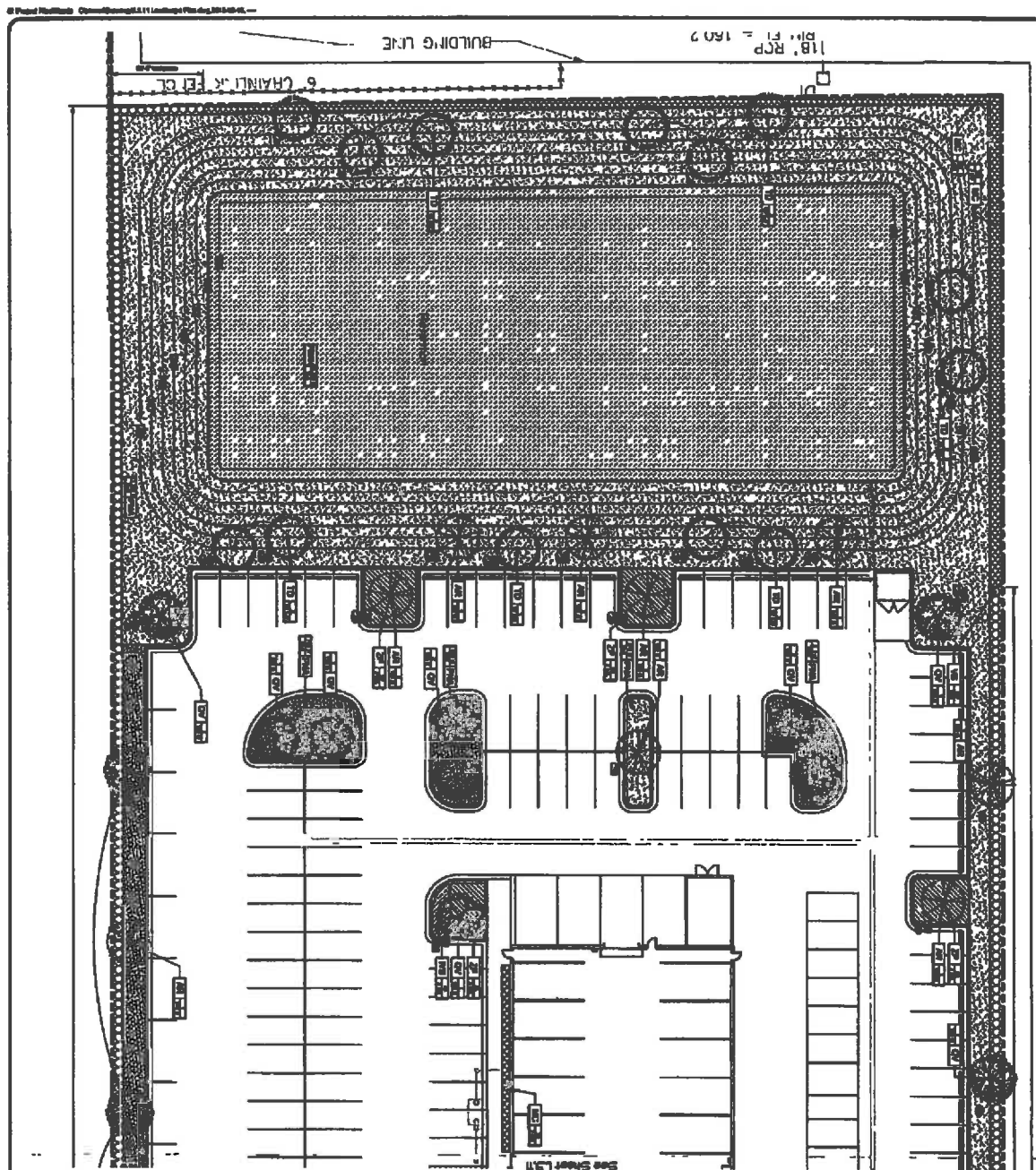


QUESTION 1. The following are the names of the four main types of cells in the human body. Which one is not a type of cell? A. Epithelial cell B. Connective tissue cell C. Muscle cell D. Blood cell	ANSWER The correct answer is D. Blood cell. Blood cells are not a type of cell, but rather a type of tissue. The other three options are types of cells.
QUESTION 2. The following are the names of the four main types of cells in the human body. Which one is not a type of cell? A. Epithelial cell B. Connective tissue cell C. Muscle cell D. Blood cell	ANSWER The correct answer is D. Blood cell. Blood cells are not a type of cell, but rather a type of tissue. The other three options are types of cells.
QUESTION 3. The following are the names of the four main types of cells in the human body. Which one is not a type of cell? A. Epithelial cell B. Connective tissue cell C. Muscle cell D. Blood cell	ANSWER The correct answer is D. Blood cell. Blood cells are not a type of cell, but rather a type of tissue. The other three options are types of cells.
QUESTION 4. The following are the names of the four main types of cells in the human body. Which one is not a type of cell? A. Epithelial cell B. Connective tissue cell C. Muscle cell D. Blood cell	ANSWER The correct answer is D. Blood cell. Blood cells are not a type of cell, but rather a type of tissue. The other three options are types of cells.

[illegible]

Project Name Landscape Plan		Sheet 1		Project Name Headquarter Mazda		Rev Date: Description 1 10/04 Change information		By 2		 MVA DESIGN GROUP INC. LANDSCAPE ARCHITECTS MEMBER OF THE MVA GROUP
Date Recd. L311		Date Recd. 10/04		Client Name Carmant SR 50 Carmant, Florida		Rev Date: Description 1 10/04 Change information		By 2		

Landscape Plan (page 2):

[illegible]

LANDSCAPE CODE REQUIREMENTS

1. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
2. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
3. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
4. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
5. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
6. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
7. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
8. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
9. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**
10. **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10** **Unit 10, Part 1B: 10-10**

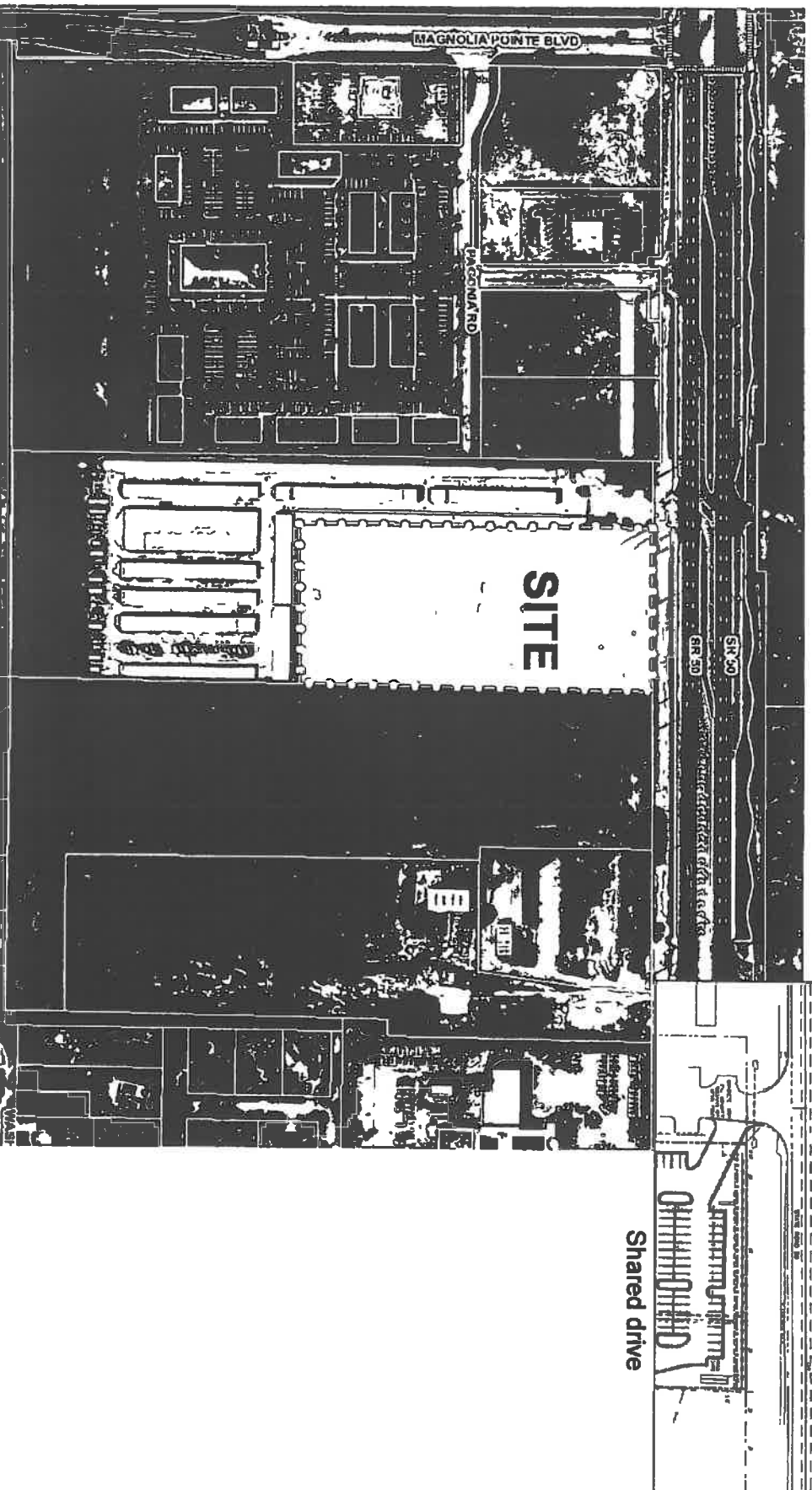


Job Title Landscape Plan		Sheet 	Project Name Headquarter Mazda Clermont SR 50 Clermont, Florida	Rev/Date 1 08/05/88	Description CONCRETE	By 2	
Job No. 1312	Date 8/5/88	Client CONCRETE					

EXHIBIT "D"

LOCATION MAP

Headquarter Auto Clermont, Ltd. – a.k.a. Headquarter Mazda
Aerial view



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 August 9, 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. 2016-36

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:

Mazda

(Alternate Key 2827068)

South of State Road 50, approximately 950 feet east of Magnolia Pointe Boulevard

LEGAL DESCRIPTION

A parcel of land located in the Section 25; T22, R26, Lake County, Florida, more particularly described as follows:

From the southeast corner of the northwest ¼ run north 01° 00' 01" east 569.70 feet for point of beginning, run north 89° 45' 47" west 313.69 feet, north 01° 00' 01" east 694.68 feet to south right-of-way line of SR 50, south 89° 45' 47" east 313.63 feet to east line of northwest ¼, south 01° 00' 01" west, 694.66 feet to point of beginning. ORB 4641 PG 2328

Containing 5.15 acres +/-

See Map Below

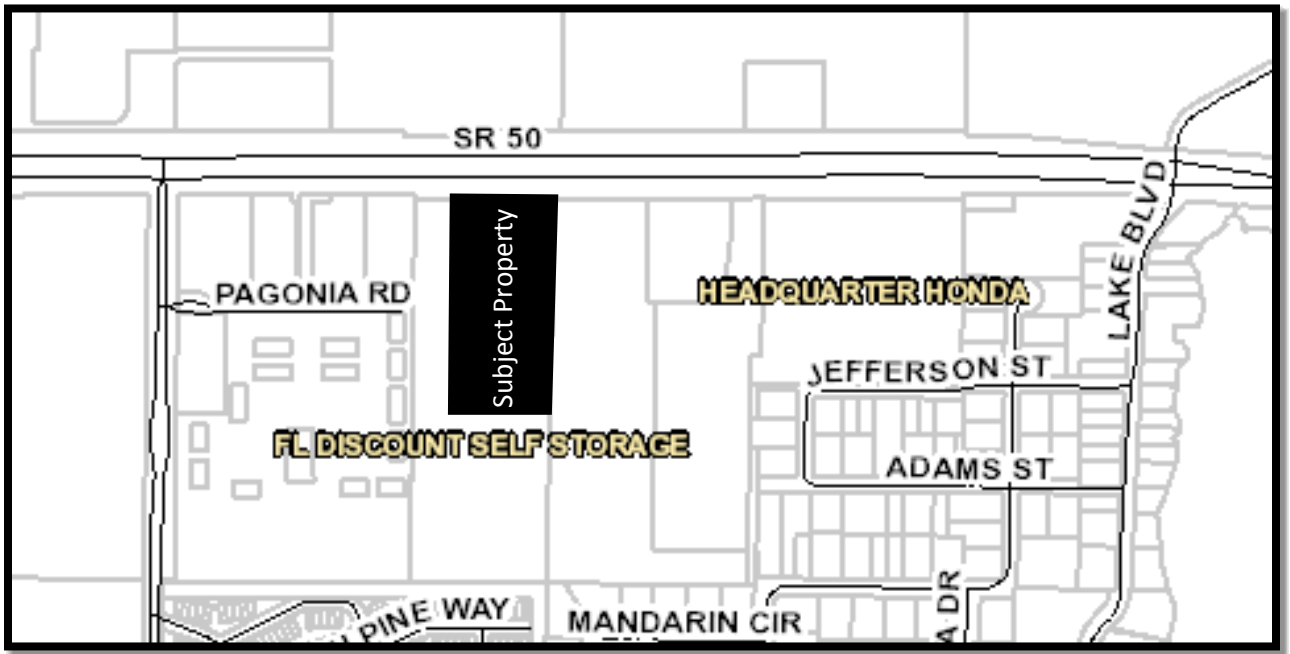
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
July 19 and 26, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

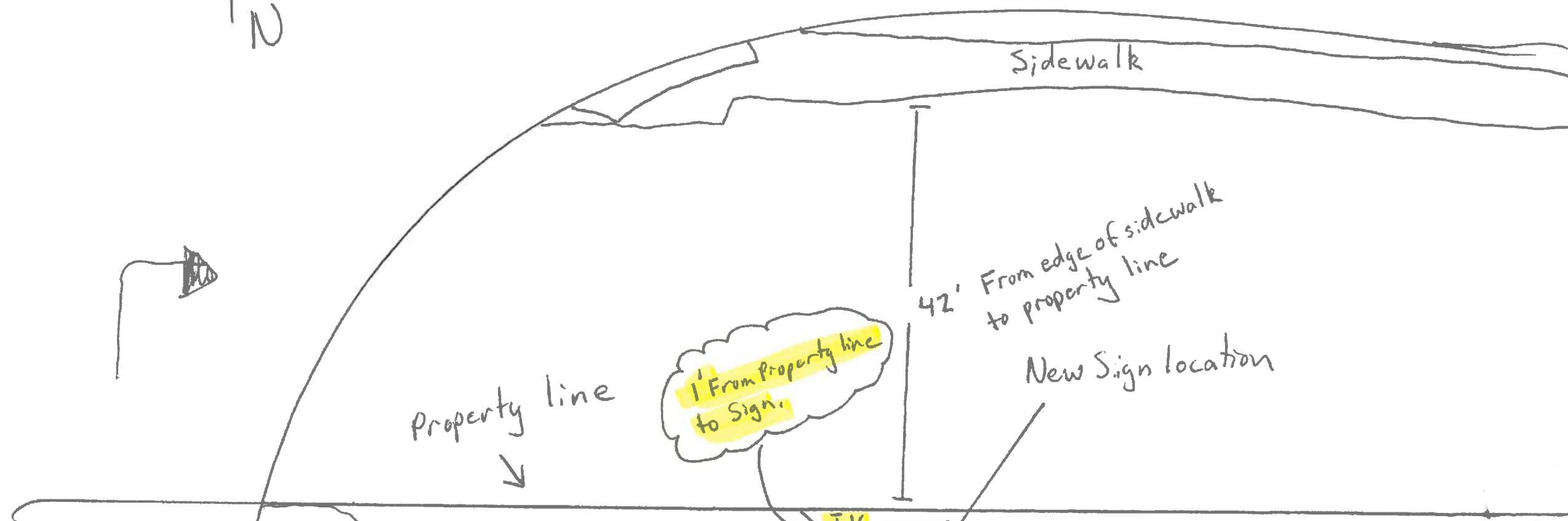
Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Variance Request <i>Headquarter Honda</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
This request was originally heard at the July 12, 2016 Council meeting but was tabled to July 26 to allow the applicant an opportunity to evaluate additional options. The applicant is now requesting an alternative variance that will serve the purpose of improving the exposure of their monument sign. Originally, the applicant was seeking a variance for a 17' tall sign (7 feet above code) and a copy area of 64 square feet (4 square feet above code). The applicant is now proposing to relocate the existing sign that meets the current code size and height requirements, but is requesting a setback variance from the front property line adjacent to the Highway 50 property line. Current City code requires a 5 foot setback from the front property line. The applicant is proposing a 1 foot setback from this front property line adjacent to Highway 50. Because of the wide right-of-way for Highway 50, there still remains 42 feet from the property line to the sidewalk along Highway 50. The applicant states that this request will serve several purposes. By allowing the relocation of the sign, the applicant believes fewer motorists will need to perform a U-turn on Highway 50 to return to the site. The sign will make it easier for drivers to see the dealership as they approach the location. The applicant states that the second purpose is to remain competitive with the other surrounding automotive dealerships. Currently, the Toyota dealership has a 35-foot-tall sign and a 22-foot-tall sign, and the Nissan dealership has a 20-foot-tall sign. While the applicant is no longer seeking a height variance, the applicant is seeking better visibility for their sign. . Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance. Staff believes that four of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	New site plan	Site.pdf
2.	Photos	Exhibit 1 Photos.docx
3.	Finding of Facts	Exhibit 2 FOF.docx
4.	Application	Application.pdf
5.	Legal ad	VAR legal ad.doc

Not to Scale

SR Hwy 50



Exit lane



Storm structure

1' From Property line to Sign.

11'

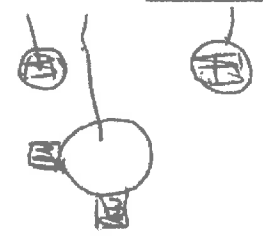


7' sign

11'

3' From Existing Water line

Existing Fire Hydrant + Valves

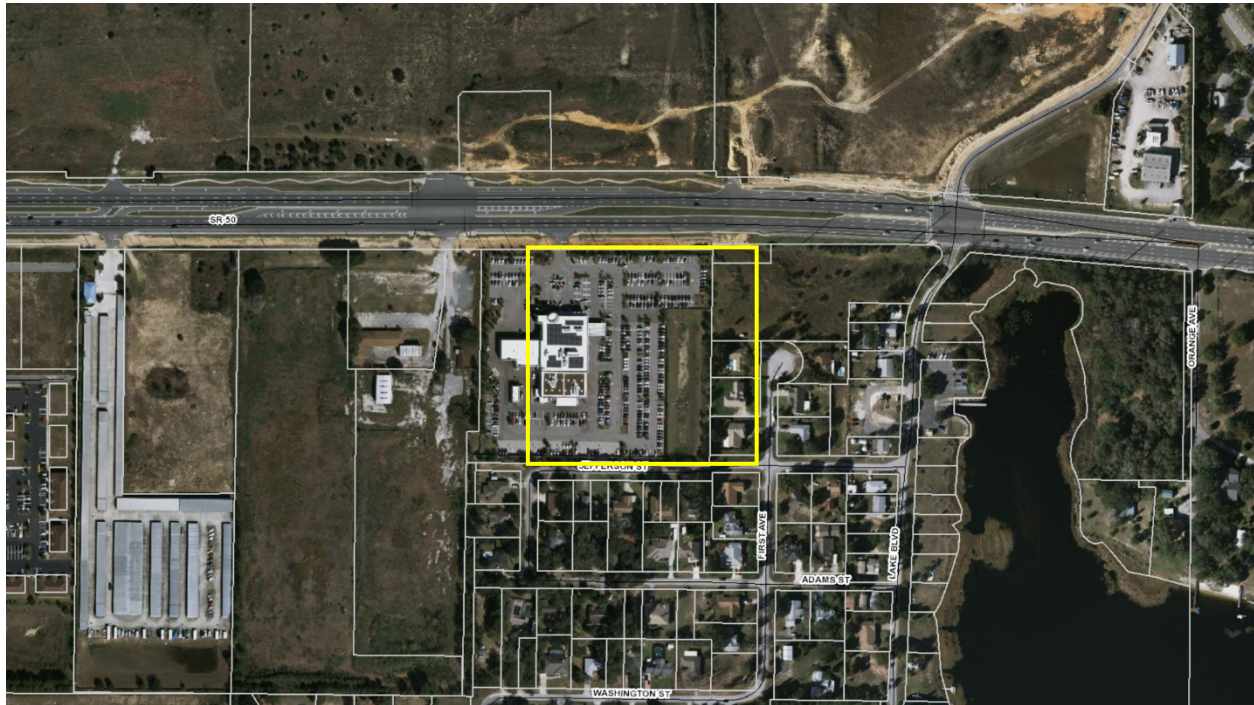


Existing Water line

Exhibit 1

DEVELOPMENT NAME: Headquarter Honda

Location Map:



Existing Sign view from Hwy. 50.



Exhibit 2

The requirements for a variance are as follows:

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

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: Setback, sign size restrictions and extensive landscaping imposed on this parcel when developed has defeated purpose of allowing signage in the first place, i.e., assisting people in finding the business while controlling clutter and maintaining visually pleasing and consistent aesthetic.

Staff comments: Staff does not feel that special conditions exist for this site.
Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

Applicant response: Conditions were imposed during development of the property.

Staff comments: The current owner / applicant does have an interest in the property.
Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: Existing code at time of development has led to situation where existing signage is practically non-functional and inconsistent with other businesses in the area on S.R. 50.

Staff comments: Other parcels within this area of the city and within the same zoning district have conformed to city code requirements.
Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded:

Applicant response: In addition to creating a substantial competitive disadvantage, minimal visibility causes potentially unsafe conditions on S.R. 50 as customers slow down to search for dealership, suddenly change lanes and are forced at times to make U-turns and cross lanes.

Staff comments: The applicant /owner would have additional costs associated with this variance request.

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: Applicant is presenting multiple options available under Honda uniform branding requirements and wishes to work with city staff to determine most appropriate in those circumstances.

Staff comments: Based on the submitted plan, the variance would be the minimum necessary.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: Granting variance will place applicant in same position as other commercial ventures fronting S.R. 50.

Staff comments: Based on individual circumstances...sign variances have been approved by city council in the past.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

Applicant response: The intent of the proposed signage is to be consistent with the existing aesthetic of the area.

Staff comments: Staff does not feel the variance request will diminish the property value or alter the character of the site itself.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: Variance will result in reasonable visibility, increased motorist safety and enhanced economic viability.

Staff comments: The general intent is for signs not to be overly obtrusive. Staff feels the current sign may be enlarged without needing the variance request, but will not meet the applicants requested size.

Negative finding



SCOTT A. GLASS
PARTNER
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801
DIRECT (407) 835-6964
FAX (407) 849-7264
EMAIL sglass@shutts.com

May 31, 2016

VIA FEDERAL EXPRESS

Development Services Dept.
City of Clermont
685 W. Montrose Street
Clermont, FL 34712

Re: Variance Application

Dear Sir or Madam:

Enclosed please find a completed and executed City of Clermont Variance Application form that I am filing on behalf of Headquarter Orlando Real Estate LLC ("Headquarter"), owner of the property located at 17700 S.R. 50, Clermont, FL (the "Property"). I have also enclosed the following items to facilitate consideration of the application:

1. Statement of Justification.
2. Special Warranty Deed and tax receipt for the Property, marked as Exhibit "A";
3. Site Plan, marked as Exhibit "B";
4. Google Earth® photos showing views of existing Honda ground sign, existing Toyota signs, and existing Nissan sign as viewed from eastbound and westbound S.R. 50, marked as marked as Exhibit "C";
5. Excerpt from existing Honda ground sign permit file, marked as Exhibit "D";
6. Honda Dealership Identification Program & Branding Guidelines, marked as Exhibit "E"; and,
7. Photographs, relevant Lake County sign permit pages, and height survey regarding existing Toyota and Nissan ground signs, marked as Exhibit "F."

Additionally, in accordance with the City of Clermont Variance Filing Instructions, I have enclosed a check payable to the City of Clermont in the amount of \$200.00 for the application filing fee.

May 31, 2016

Page 2

If I have overlooked anything necessary or helpful for consideration of the enclosed application, please let me know as soon as possible. In the meantime, thank your review of the enclosed application materials.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott A. Glass", with a stylized, cursive script.

Scott A. Glass



CITY OF CLERMONT
VARIANCE
Application

DATE: 31/5/2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Headquarter Honda

APPLICANT: Shutts & Bowen LLP

CONTACT PERSON: Scott A. Glass, Esq.

Address: 300 S. Orange Ave., Suite 1000

City: Orlando State: FL Zip: 32801

Phone: 407-835-6964 Fax: 407-425-8316

E-Mail: sglass@shutts.com

OWNER: Headquarter Orlando Real Estate LLC

Address: c/o Bella Automotive Group, Ltd., 5895 NW 167th Street

City: Miami State: FL Zip: 33015

Phone: 305-423-4616 Fax: E-mail: Judy@headquarterauto.com

Address of Subject Property: 17700 S.R. 50, Clermont, FL 34711

General Location: South of S.R. 50, west of Lake Boulevard and
East of Magnolia Pointe Boulevard

Legal Description (include copy of survey): See attached Exhibit "A."

Land Use (City verification required): Commercial

Zoning (City verification required): C-2



CITY OF CLERMONT
VARIANCE
Application
Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: Section 102-15(a)(1)a.5.iii maximum sign of 10'.

Section 102-15 (a)(1) a.3.i. maximum sign face 60 sq. ft.

What are you proposing to do that would require a variance and why? Replace existing 8' 3" high Honda Ground sign with 52.56 sq. ft. face with one of several Honda Corporate mandated signs shown on attached Exhibit "C."

How does the Code create a hardship? Existing ground sign which complies with Code is barely visible to motorists looking for Headquarter Honda. See attached Exhibit "D."

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: Sec. 102-15(a)(1)a.5.iii. Sign height.
Sec. 102-15 (a)(1)a.3.i. Maximum sign face.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Setback, sign size restrictions and extensive landscaping imposed on this parcel when developed has defeated purpose of allowing signage in the first place, i.e., assisting people in finding the business while controlling clutter and maintaining visually pleasing and consistent aesthetic.

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

Conditions were imposed during development of property.



CITY OF CLERMONT
VARIANCE
Application
Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Existing code at time of development has led to situation where existing signage is practically non-functional and inconsistent with other businesses in the area on S.R. 50.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

In addition to creating a substantial competitive disadvantage, minimal visibility causes potentially unsafe conditions on S.R. 50 as customers slow down to search for dealership, suddenly change lanes and are forced at times to make U-Turns and cross lanes.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant is presenting multiple options available under Honda's uniform branding requirements and wishes to work with City staff to determine most appropriate in those circumstances.

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Granting variance will place applicant in same position as other commercial ventures fronting on S.R. 50.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

The intent of the proposed signage is to be consistent with the existing aesthetic of the area.



CITY OF CLERMONT
VARIANCE
Application
Page 4

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Variance will result in reasonable visibilty, increased motorist safety and enhanced economic viability.

Shutts & Bowen LLP, Scott A. Glass

Applicant Name (print)

X

A handwritten signature in blue ink, appearing to read 'Scott A. Glass', written over a horizontal line.

Applicant Name (*signature*)

Headquarter Orlando Real Estate, LLC

Owner Name (print)

X

A handwritten signature in blue ink, appearing to read 'Headquarter Orlando Real Estate, LLC', written over a horizontal line.

Owner Name (*signature*)

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT
VARIANCE
Application
Page 4

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Variance will result in reasonable visibilty, increased motorist safety and enhanced economic viability.

Shutts & Bowen LLP, Scott A. Glass

Applicant Name (print)

X

Applicant Name (signature)

Headquarter Orlando Real Estate, LLC

Owner Name (print)

X

Owner Name (signature)

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Sign Variance Justification Statement

Applicant has set forth its position regarding each of the eight variance criteria listed in section 86-174 of the City Code on the City of Clermont Variance Application form. In accordance with the City of Clermont Variance Filing Instructions Check List, item 4, Applicant offers the following additional justification statement.

As reflected in Exhibit "C," submitted with the variance application, the Headquarter Honda dealership is visually screened from S.R. 50 by heavy landscaping including tall, but not yet fully grown, oak trees. These trees make it extremely difficult to see the dealership building from S.R. 50 until you are practically on top of the driveway. Thus, vehicle shoppers and others who are not familiar with the exact location of the dealership must rely in large part on the existing ground sign to find it. Furthermore, they must identify the location early enough to safely signal their intention to turn, change lanes if necessary and reduce their travel speed significantly in order to turn safely into the dealership. Unfortunately, because of the size and location of the existing ground sign, particularly when customers are looking for larger and more visible signs such as those found at the nearby Toyota and Nissan dealerships, customers frequently do not register the Honda sign until it is too late to safely make the turn. This often results in motorists having to change lanes to make U-turns, sometimes then having to cross two additional lanes of traffic to get to the driveway.

According to §102-1 of the City Code, the purpose and intent of the sign code "is to ensure adequate means of communication through signage while maintaining attractive visual appearance within the city." It is intended to, among other things:

- (1) Maintain the established suburban character of the city by regulating all exterior signage in a manner which promotes low profile signage of high quality design.
- (2) Protect and maintain the visual integrity of roadway corridors within the city by establishing a maximum amount of signage on any one site to reduce visual clutter.
- (3) Establish locations and setback for signage which are designed to protect motorists from visual distractions, obstructions and hazards.
- (4) Enhance the appearance of the physical environment by requiring that signage be designed as an integral architectural feature of the site
- (5) Provide for signage which satisfies the needs of the local business community for visibility, identification and communication.

Unfortunately, until the nearby oak trees grow to a height that allows for a greater view of the dealership from S.R. 50, a literal interpretation and enforcement of the City's existing sign code with its limited height essentially renders the existing sign non-functional. Without better signage, Headquarter Honda can easily be mistaken from S.R. 50 as an office building or retail

use with a parking lot in the front. Rather than protecting motorists from visual distractions, obstructions and hazards, the lack of visibility results in motorists who are looking for the dealership actually being distracted looking for the sign. This can result in driving slower which, in turn, creates obstructions and hazards. Moreover, aside from the safety issue, the existing signage does not satisfy the needs of the local business community for identification and communication; certainly not like other nearby auto dealership signs. Thus, a literal interpretation and application of the City Code is at odds with the stated purpose and intent of the sign code.

In order to rectify the current situation, the owner of Headquarter Honda would like to replace the existing ground sign, which is only 8'3" tall and which contains only 52.56 square feet of sign face. See, Exhibit "D." Headquarter, however, is limited in its choices of signage by the manufacturer's mandatory global branding program. See, Exhibit "E." Thus, Applicant is asking for two variances, one to height and one to sign area, in order to allow replacement of the existing ground sign with one acceptable to both the City and Honda and, preferably, consistent with the ground signs of other nearby auto dealerships. Applicant seeks only to level the playing field and protect its customers, visitors and employees. Applicant is not requesting a 100' tall flagpole or any other untoward or highly exaggerated variance to excessively draw attention to the Headquarter Honda dealership or criticism to the City's aesthetics.

To determine what size sign would be equitable and effective, Applicant obtained the permit plans for the existing Toyota and Nissan ground signs from Lake County. As you will see from Exhibit "F," the easternmost Toyota ground sign is 35' tall. The western Toyota sign is 25' tall. The nearby Nissan ground sign is 20' tall. Thus, all exceed the county's 12' height limit significantly. Moreover, while the City does not measure sign heights from the adjacent roadway, these signs still substantially exceed the ostensible county height limit when measured in that manner. Specifically, as shown on Exhibit "F," the Toyota signs rise 25.1' and 23' above the surface of S.R. 50, respectively. Similarly, the Nissan sign is more than 16' feet above the road. These heights, coupled with the clear view of these dealerships from the road, allow motorists to identify these businesses quickly, efficiently and from a distance that allows for safe turn signals, lane changes and deceleration.

Given the existence of these nearby signs, the variances requested by Headquarter Honda would clearly not "substantially diminish property value in, or alter the essential character of, the area surrounding the site." Furthermore, whatever ground sign might ultimately be approved from Honda's mandated options, the City may rest assured that such will be of high quality design, architecturally integrated into the site and will not promote visual "clutter." Each of Honda's prescribed ground signs has been specifically designed by Honda to provide satisfactory visibility, brand identification and communication of location while meeting or, at worst, only minimally exceeding, the City's regular signage parameters.

Accordingly, under the unique circumstances of this case, Applicant respectfully submits that a height variance and small sign area variance are justified.

CFN 2009004015
Bk 03719 Pgs 2141 ~ 2143 (3pgs)
DATE: 01/14/2009 10:03:49 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 27.00
DEED DOC 34,475.00

Prepared by and return to:

William N. Asma PA
884 South Dillard Street
Winter Garden, FL 34787

File Number: Room 4 07-316
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12 day of January, 2009 between Room 4, Inc., a Florida corporation whose post office address is P.O. Box 651, Oakland, FL 34760-0651, grantor, and Headquarter Orlando Real Estate, LLC or Assigns, a Florida limited liability company, whose post office address is 5895 N.W. 167 Street, Hialeah, FL 33015, grantee:

(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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

See Exhibit "A" attached

Parcel Identification Number: 2522260500-000-00100 through 00900

This is not the homestead property of the Grantor.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with 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; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

EXHIBIT A

DoubleTime®

Signed, sealed and delivered in our presence:

Elizabeth Millan
Witness Name: Elizabeth Millan
Sharon D. Morgan
Witness Name: Sharon D. Morgan

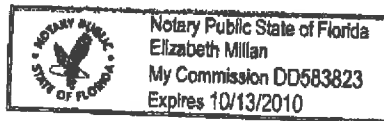
Room 4, Inc.

By: Robert Neil Britt
Robert Neil Britt, President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 12 day of January, 2009 by Robert Neil Britt, President of Room 4, Inc., on behalf of the corporation. They ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]



Elizabeth Millan
Notary Public

Printed Name: Elizabeth Millan

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 50 AS DEPICTED ON STATE OF FLORIDA RIGHT OF WAY MAP FOR SAID STATE ROAD NUMBER 50, SECTION NUMBER 11070 (FROM WEST OF HANCOCK ROAD TO THE ORANGE COUNTY LINE), DATED 01/10/2005, SHEETS 1 THROUGH 24; SAID PARCEL BEING BOUNDED ON THE EAST BY THE WESTERLY LINE OF BLOCK H AND BLOCK G AND THE PROLONGATION THEREOF, EDGEWATER BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 84 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING BOUNDED ON THE SOUTH BY A LINE LYING 25 FEET NORTH OF BLOCK F OF SAID PLAT OF EDGEWATER BEACH AND THE WESTERLY PROLONGATION THEREOF; SAID PARCEL BEING BOUNDED ON THE WEST BY THE WESTERLY LINE OF JOHNS LAKE PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 51 AND 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN INTERSECTION OF THE SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 50 AND THE SAID WESTERLY LINE OF BLOCK H, PLAT OF EDGEWATER BEACH; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S00°52'15"W, ALONG THE SAID WESTERLY LINE OF BLOCK H AND BLOCK G AND THE PROLONGATION THEREOF, SAID LINE ALSO BEING THE EASTERLY LINE OF JOHNS LAKE PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 51 AND 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 615.88 FEET TO AN INTERSECTION WITH SAID LINE LYING 25.00 FEET NORTH OF THE NORTHERLY LINE OF BLOCK F, SAID INTERSECTION BEING THE SOUTHEAST CORNER OF SAID JOHNS LAKE PLAZA AND BEING MONUMENTED WITH A 4" x 4" CONCRETE MONUMENT (NO NUMBER); THENCE DEPARTING SAID PROLONGATION OF THE WESTERLY LINE, N89°11'07"W, ALONG SAID LINE LYING 25 FEET NORTH OF BLOCK F AND WESTERLY PROLONGATION THEREOF, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID JOHNS LAKE PLAZA, A DISTANCE OF 693.89 FEET TO THE SOUTHWEST CORNER OF SAID JOHNS LAKE PLAZA; THENCE DEPARTING SAID LINE, N00°59'49"E, ALONG THE WESTERLY LINE OF SAID JOHNS LAKE PLAZA, A DISTANCE OF 89.00 FEET; THENCE S89°33'14"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 33.74 FEET; THENCE N00°52'21"E ALONG SAID WESTERLY LINE, A DISTANCE OF 519.56 FEET TO AN INTERSECTION WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 50; THENCE DEPARTING SAID WESTERLY LINE, S89°48'07"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 659.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.35 ACRES MORE OR LESS OVERALL.

A/K/A

LOTS 1 THROUGH 9 AND TRACT A IN JOHNS LAKE PLAZA AS RECORDED IN PLAT BOOK 55, PAGES 51 AND 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2015 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2522260001-000-00500		1037409	000C

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

17700 STATE ROAD 50

NE 1/4 OF W 1320 FT OF GOV LOT 1--LESS
BEG AT INTERSECTION OF S R/W LINE OF
SR 50 & E LINE OF W 660 FT OF GOV LOT
1, RUN S 01-00-01 E 518.

See Additional Legal on Tax Roll



PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	5,309,469	0	5,309,469	5.3051	28,167.26
AMBULANCE MSTU	5,309,469	0	5,309,469	0.4629	2,457.75
ENVIRON LAND PURCHASE	5,309,469	0	5,309,469	0.1600	849.52
LAKE CO SCHOOL BOARD					
CURRENT	5,473,729	0	5,473,729	5.6970	31,183.83
CAPITAL OUTLAY	5,473,729	0	5,473,729	1.5000	8,210.59
CITY OF CLERMONT	5,309,469	0	5,309,469	4.2061	22,332.16
ST JOHNS WATER MGMT	5,309,469	0	5,309,469	0.3023	1,605.05
LAKE CO WATER AUTH	5,309,469	0	5,309,469	0.2554	1,356.04
S LAKE CNTY HOSP	5,309,469	0	5,309,469	0.7633	4,052.72
TOTAL:				18.6521	\$100,214.92

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F044 FIRE NON-RES		7,059.00
NON-AD VALOREM ASSESSMENTS:		\$7,059.00

COMBINED TAXES AND ASSESSMENTS: \$107,273.92

If Paid By	Nov 30, 2015				
Please Pay	\$0.00				

Paid 11/06/2015 Receipt # 2015-00122275 \$102,982.96

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2015 Paid Real Estate

PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

If Paid By	Nov 30, 2015				
Please Pay	\$0.00				

17700 STATE ROAD 50

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

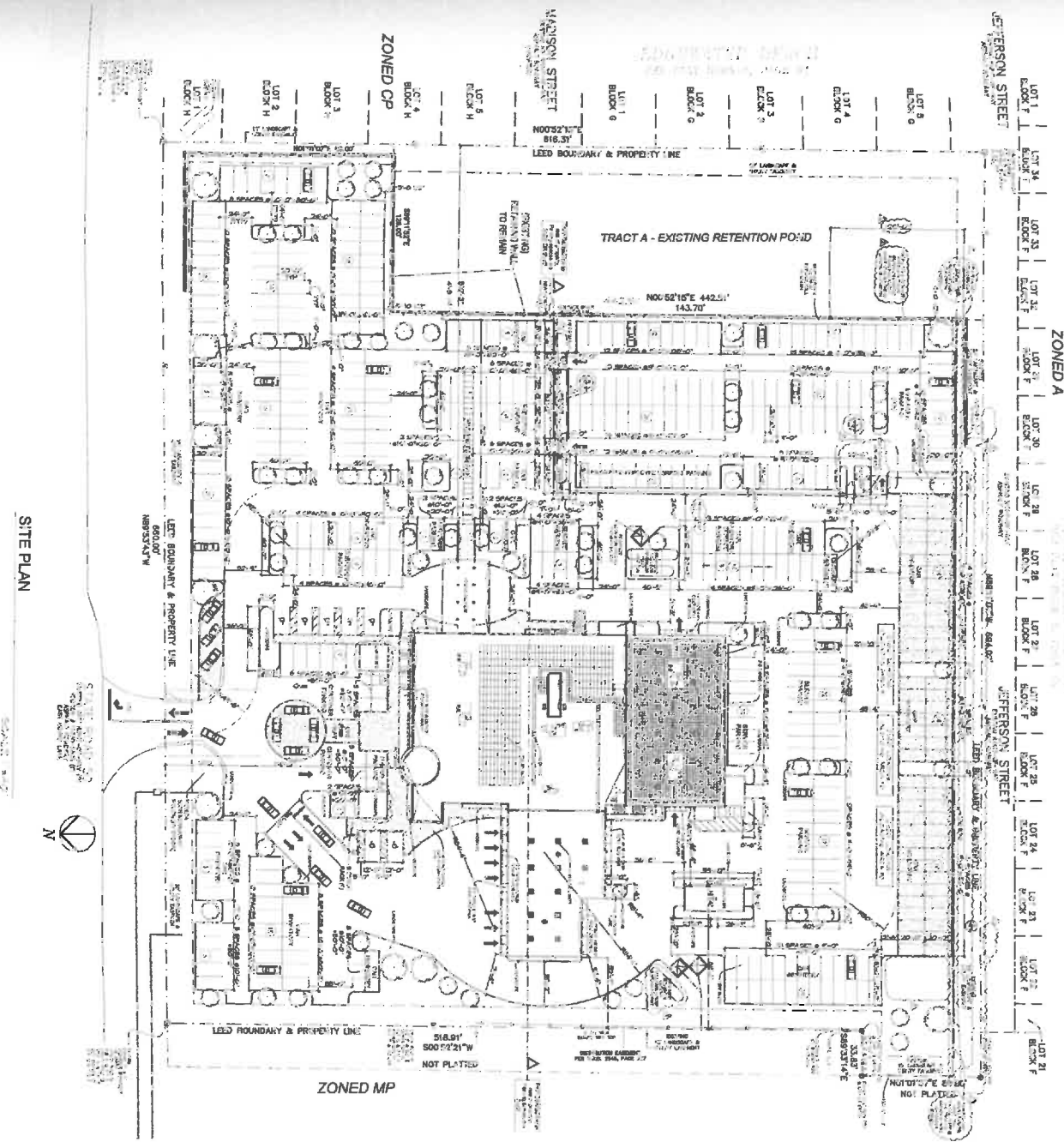
NE 1/4 OF W 1320 FT OF GOV LOT 1--LESS
BEG AT INTERSECTION OF S R/W LINE OF SR
50 & E LINE OF W 660 FT OF GOV LOT 1, RUN S
01-00-01 E 518.

See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2522260001-000-00500		1037409	000C

Paid 11/06/2015 Receipt # 2015-00122275 \$102,982.96



[illegible]

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EXHIBIT B



WESTBOUND

W Colonial Dr



Exit Stre

EXHIBIT C

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28°32'46.54" N 81°39'42.67" W elev 154 ft ey/alt 14

Google ex

problem

W Colonial Dr



Exit Stre

WEST BOUND

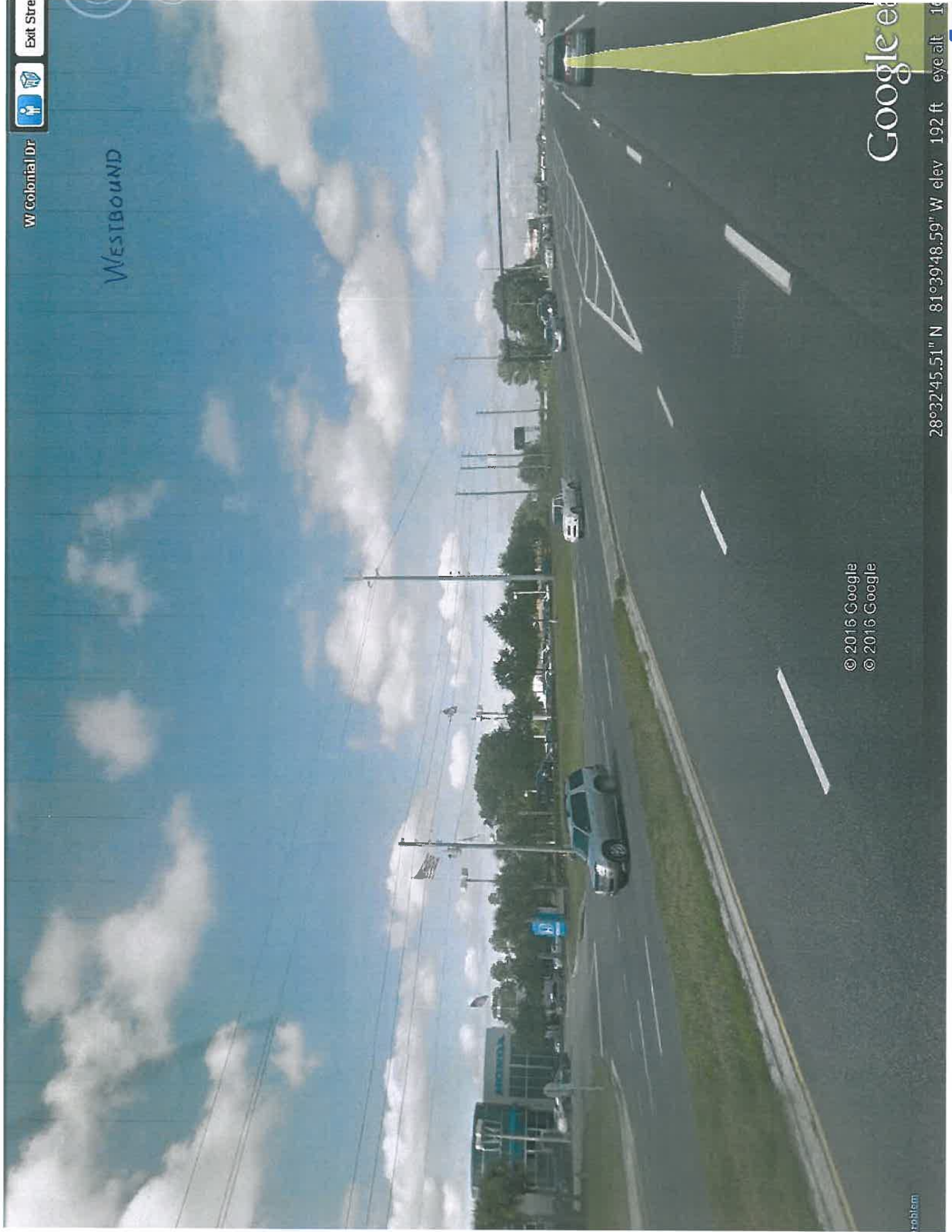


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28°32'46.56" N 81°39'44.85" W elev 187 ft eye alt 14

Problem



W Colonial Dr



Exit Stre

WESTBOUND

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Google

problem

28°32'45.51" N 81°39'48.59" W elev 192 ft eye alt 16

Westbound

FL-50



Exit Stre

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28°32'47.38" N 81°40'28.00" W elev 143 ft eye alt 14

problem

WESTBOUND

FL-50



Exit Stre

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Google e

28°32'48.39" N 81°40'35.96" W elev 148 ft eye alt 1

problem

WESTBOUND

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Google

WESTBOUND

FL-50



Exit Stre

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Google e

28°32'48.35" N 81°41'22.64" W elev 151 ft eyealt 1

EASTBOUND

FL-50



Exit Stre

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Google e

28°32'47.96" N 81°41'19.26" W elev 149 ft eye alt 13



EASTBOUND

FL-50

Exit Stre



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28°32'46.24" N 81°40'50.06" W elev 190 ft eye alt 15

problem



EASTBOUND

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© 2016 Google

Google

28°32'47.79" N 81°40'32.74" W elev 140 ft eye alt 10

Exit 50



Exit 50



EASTBOUND

BL-50

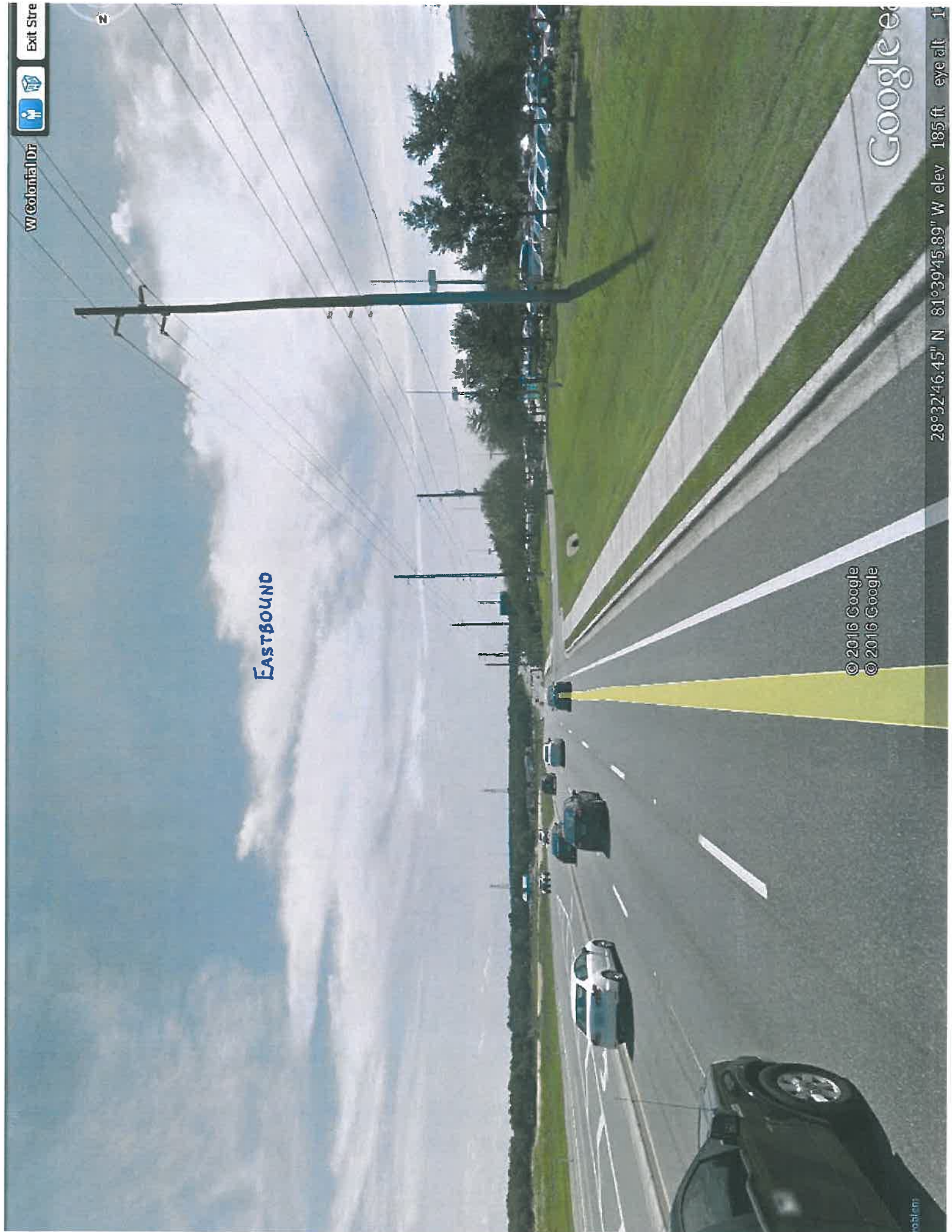


Exit Stre

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28°32'48.06" N 81°40'26.80" W elev 159 ft eye alt 17



Eastbound

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Google

W Colonial Dr



Exit Stre

28°32'46.45" N 81°39'45.89" W elev 185 ft eye alt 17

volant

EASTBOUND

W Colonial Dr

Exit Stre

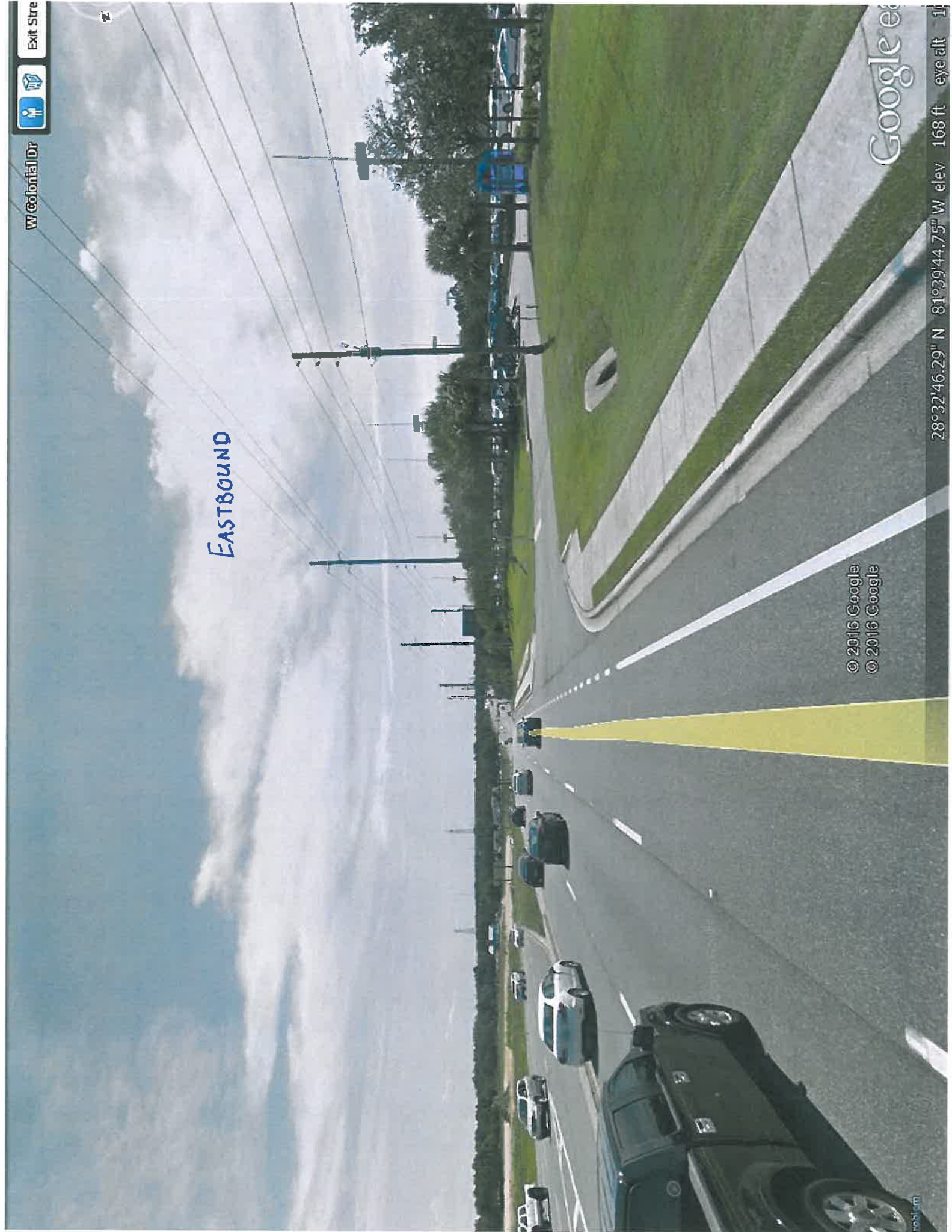


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28°32'46.28" N 81°39'44.47" W elev 132 ft eye alt 10

17.4



EASTBOUND

EASTBOUND

W Colonial Dr

Exit Stre



2

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Google

28°32'46.27" N 81°39'42.71" W elev 178 ft eye alt 10

Problem

7X7 CLADLESS MONUMENT
INSTALLATION INSTRUCTIONS

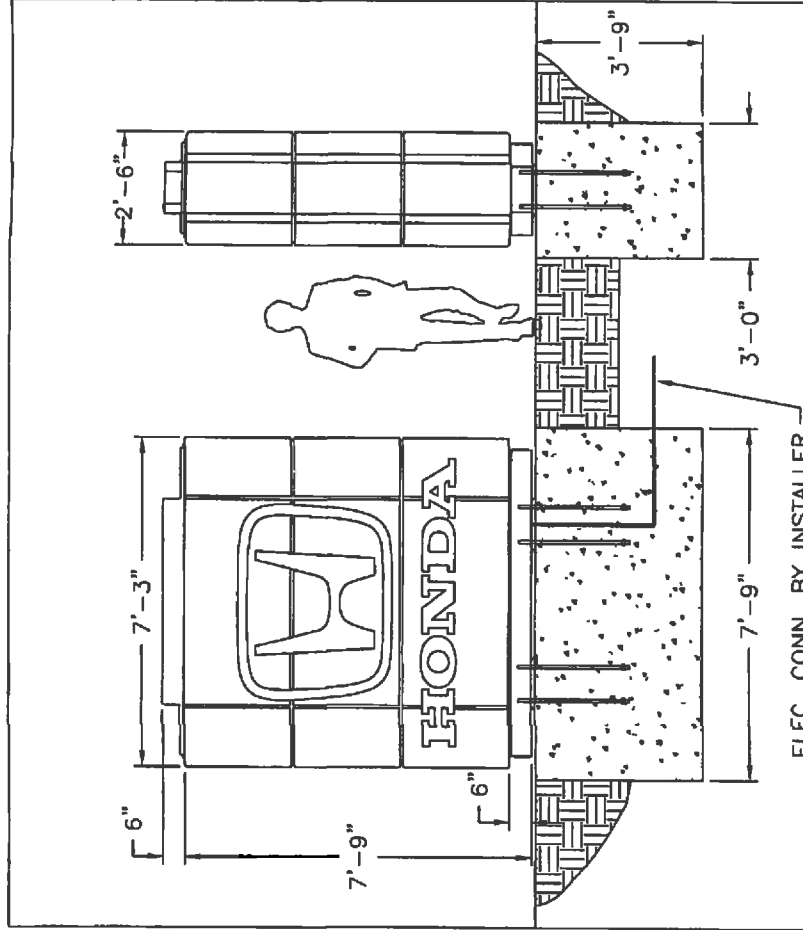
SEE "INSTALLATION FIELD MANUAL" #A15552 FOR FOUNDATION AND
INSTALLATION STANDARDS.

1. EXCAVATE FOR FOUNDATION, ANCHOR BOLTS, & ELECTRICAL CONDUIT.
2. POUR CONCRETE AND ALLOW 7 DAYS FOR CONCRETE TO CURE.
3. REMOVE ALL EXCAVATED FILL FROM SITE.
4. TEST LIGHT SIGN UPON DELIVERY.
5. UNCRATE SIGN.
6. REMOVE ESCUTCHEON PANEL FROM SIGN.
7. LIFT SIGN INTO PLACE AND ATTACH TO FOUNDATION.
8. MAKE SURE SIGN IS LEVEL AND PLUMB.
9. REMOVE LIFTING ANGLES AND REPLACE BOLTS.
10. MAKE FINAL ELECTRICAL CONNECTION & TEST LIGHT.
11. GROUT UNDER PLATES.
12. CLEAN & SECURE ALL FACES
13. REATTACH ESCUTCHEON.
14. CLEAN SITE OF ALL DEBRIS.
15. INSTALLATION TO CONFORM TO N.E.C. AND ANY OTHER APPLICABLE LOCAL CODES.

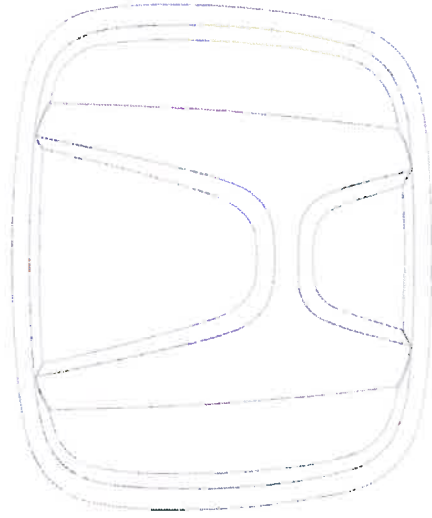
LAKE COUNTY BUILDING DIVISION
Any errors or omissions in these plans shall be made to conform with the applicable code requirements per Florida Building Code section 105.4.1. Plans were reviewed for code compliance and shall be held in full compliance.

1. INSTALLATIONS OF ALL WIRING AND ELECTRICAL CONNECTIONS MUST CONFORM TO NATIONAL ELECTRICAL CODE REQUIREMENTS AND APPLICABLE LOCAL CODES. PERSON PROPERLY QUALIFIED BY LOCAL CODE REQUIREMENTS TO MAKE ALL ELECTRICAL CONNECTIONS
2. ALL UNDERGROUND ELECTRICAL CONNECTIONS MUST BE MADE IN ACCESSIBLE AND APPROVED WATERPROOF ELECTRICAL BOXES.
3. SIGN AND STRUCTURAL MUST BE PROPERLY GROUNDED PER REQUIREMENTS OF NATIONAL ELECTRICAL CODE AND APPLICABLE LOCAL CODES
4. DO NOT TEST LIGHT THE SIGN USING THE GENERATOR ON THE SERVICE TRUCK.
5. SERVICE TRUCK SHOULD BE GROUNDED TO EARTH BEFORE SERVICING THE SIGN.

		PATTISON SIGN GROUP, INC.	
410 N CEDAR BLUFF RD. • SUITE 101 • KNOXVILLE TN 37923			
DSGMR:	DWG.8Y:	CH'K BY:	
SCALE:	DATE:	DATE:	
DESCRIPTION:		7X7 MONUMENT INSTALL	
CUSTOMER:		HONDA	
		RECEIVED MAR 30 2010	
SHT 1	OF 2	DRAWING NUMBER:	B27481



REV	DATE	INIT.	E/CN
PROPERTY OF PATTISON NOT TO BE DUPLICATED.			
UNSPECIFIED RADII = .015 R		TOLERANCES: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED .XXX±.015 ANGLES ±1°	
DESCRIPTION OF CHANGE			
CUSTOMER	HONDA	RECEIVED MAR 8 0 2070	
DESCRIPTORS			
7X7 MONUMENT INSTALL			
DWG. BY:	SCALE:	DATE:	CHK BY:
SHT 1 OF 2 DRAWING NUMBER B27481			



HONDA

GEN-3 Dealership Identification Program & Branding Guidelines



410 N. Cedar Bluff Road Suite 101
Knoxville, Tennessee 37923
www.pattisonsign.com

Honda Sign Family

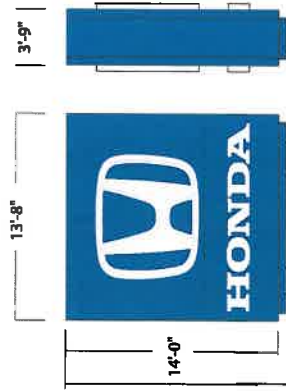
Refer to technical drawings for exact measurements



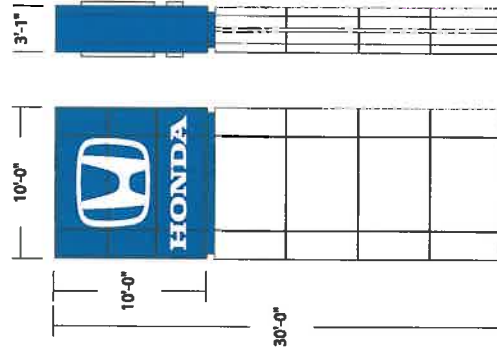
8x10 GEN-3 Emblem
Opt 1. Non-Illuminated
Opt 2. Internally Illuminated



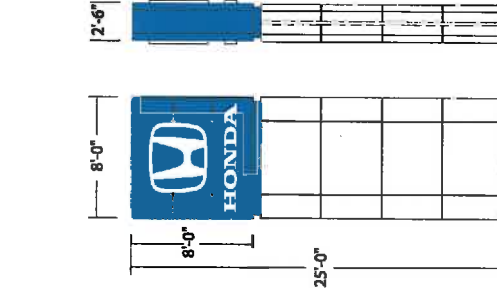
6x8 GEN-3 Emblem
Opt 1. Non-Illuminated
Opt 2. Internally Illuminated



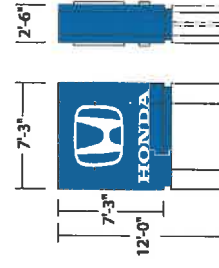
HBS-14x14 - GEN 3



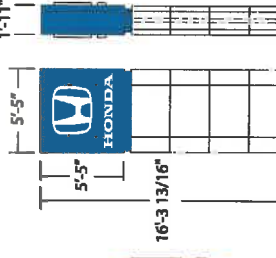
HBS-10x10x30 - GEN 3



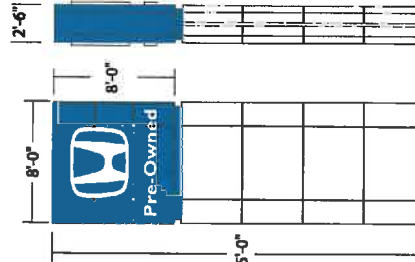
HBS-8x8x25 - GEN 3



HBS-7x7x12 - GEN 3



HBS-5x5x16 - GEN 3



HPO 8x8x25



HLS-30 Honda Letter Set



SCL-30 Service Letters



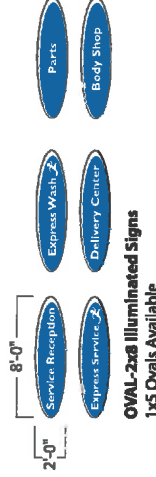
DNL-36 Dealer Name Letters



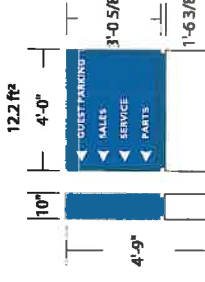
PO-30 Pre-Owned Letters



PO-36 Pre-Owned Letters



OVAL-2x8 Illuminated Signs
1x5 Ovals Available



HBS-DIR 4x5-4 Directional
Opt 1. Non-Illuminated
Opt 2. Internally Illuminated



410 N. Cedar Bluff Road Suite 101
Knoxville, Tennessee 37923
www.pattisongroup.com
Tel (865) 538-1106 Fax (615) 634-1106 Toll Free (866) 215-9278

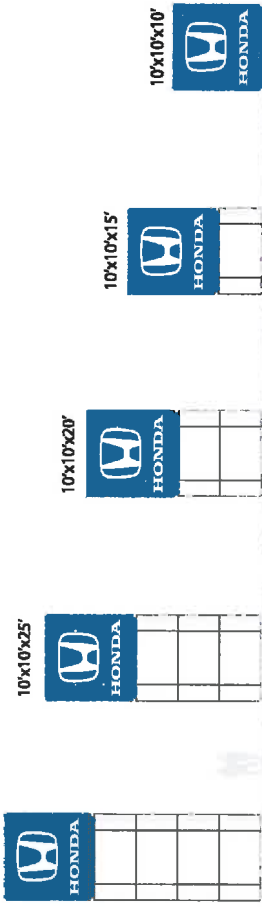
Account: Honda USA
Project Title: Honda Sign Family
Scale: N.T.S.
Date Created: March 2015

Drawn By
Account Rep.
Approved By
Date Revised

Honda Sign Family - HBS GEN 3

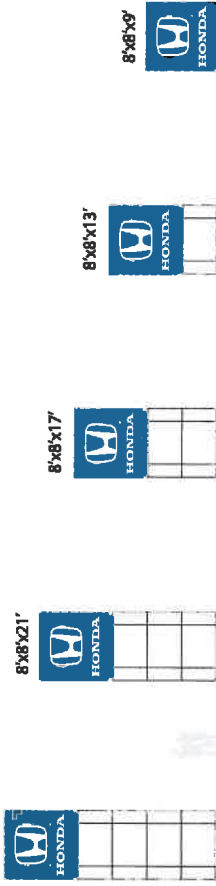
Refer to technical drawings for exact measurements

10'x10'x30'



HBS-10x10 - GEN 3 Pylons

8'x8'x25'



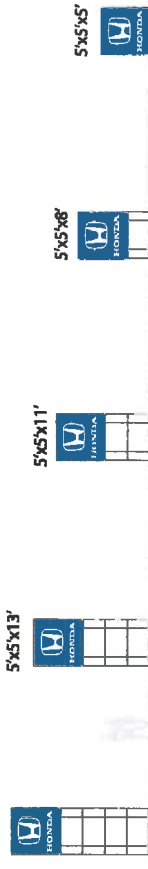
HBS-8x8 - GEN 3 Pylons

7'x7'x12'



HBS-7'3"x7'3" - GEN 3 Pylons

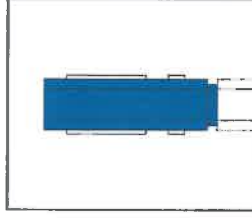
5'x5'x16'



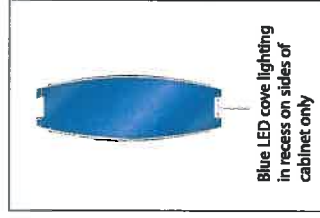
HBS-5'5"x5'5" - GEN 3 Pylons



Photo Rendering



Typical Side View



Typical Plan View



410 N. Cedar Bluff Road Suite 101
Knoxville, Tennessee 37923
www.pattisign.com
Tel (866) 138-1105 • Fax (866) 134-1106 • Toll Free (866) 218-9076

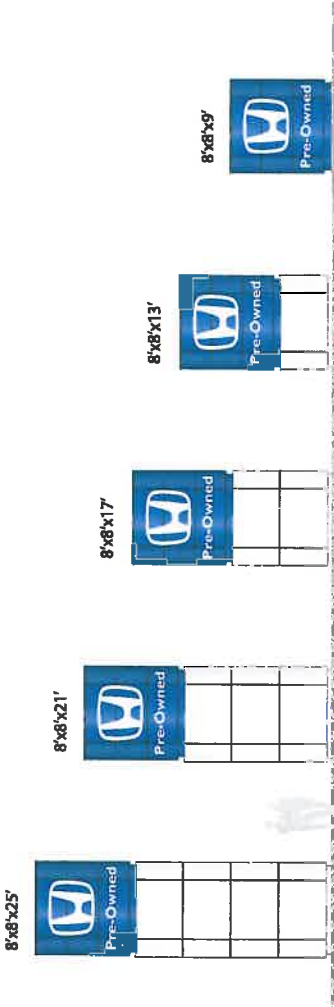
PATTISON
SIGN GROUP INC.

Account: Honda USA
Project Title: Honda Sign Family
Scale: N.T.S.
Date Created: March 2015
Date Revised: March 2015

Drawn By
Account Rep.
Approved By
Date Revised

Honda Pre-Owned Sign Family - GEN 3

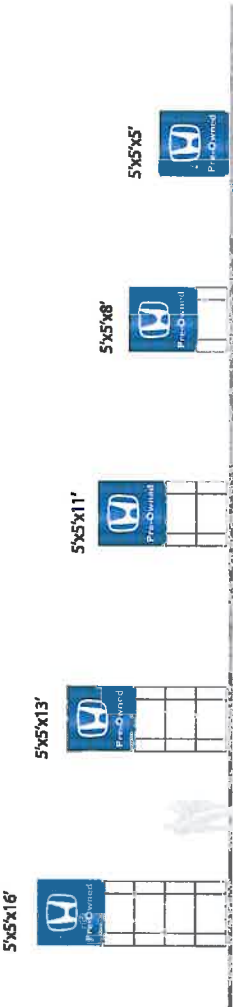
Refer to technical drawings for exact measurements



HPO-8x8 - GEN 3 Pylons



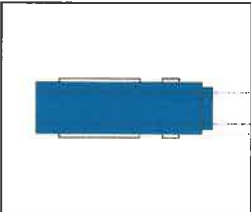
HPO-73'x73' - GEN 3 Pylons



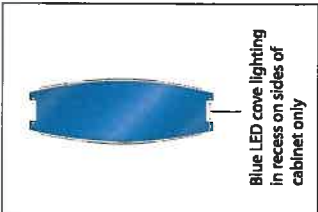
HPO-5'x5' - GEN 3 Pylons



Photo Rendering



Typical Side View



Typical Plan View



PATTISON
SIGN GROUP INC.

410 N. Cedar Bluff Road Suite 101
Knoxville, Tennessee 37623
www.pattisonsign.com
Tel (865) 633-1105 Fax (865) 634-1108 Toll Free (865) 215-9278

Account: Honda USA
Project Title: Honda Sign Family
Scale: N.T.S.
Date Created: March 2015

Drawn By
Account Rep.
Approved By
Data Revised

Honda Branding Guidelines

GEN-3 Emblem ("H" logo) Option 1. Fabricated fiberglass painted to match brushed aluminum. Non-illuminated.

GEN-3 Emblem ("H" logo) Option 2. Fabricated white acrylic. Internally illuminated with white LED.

Emblem is positioned center on cylinder and top of emblem to line up with top of windows.

Emblems are available in two standard sizes 8'x10' or 6'x8'.

8'x10' Emblem to fit either a 30" or 20" diameter cylinder.

6'x8' Emblem to fit a 20" diameter cylinder only.

HONDA trademark is standard 30" and is centered on the elevation opposite the wave. LED illuminated.

HONDA trademark can not be within 10' of any other sign.

Dealer name letterset is standard 36". LED illuminated.

The dealer name letterset is placed a minimum of 3' from the edge of the elevation.

If facing the building the wave is on the left side, the "D" in Dealer would be 3' from the end of the elevation.

If facing the building the wave is on the right side, the "r" in Dealer would be 3' from the end of the elevation.

HONDA trademark and dealer letterset are always on the same baseline. Avoid a seam through the letters if possible.

Dealer name letterset and the Service Center are always upper and lower case.

Service Center letters are standard 30" and centered on the elevation over the bay doors. LED illuminated.

2'x8' Oval fascia signs are standard size. Available are 1'x5' oval fascia signs.

Ovals are centered over the bay doors. H.O. fluorescent illuminated (Option for non-illuminated).

Note: "Express Service" message can not be used if they are not an approved Express Service dealership by AHM.

All lettersets increase or decrease in increments of 6".

Pre-Owned letters are standard 30"

Minimum 10' between lettersets on the same elevation.

Stand Alone Pre-Owned building signage:

30" HONDA trademark and 30" Pre-Owned.

Minimum 10' between lettersets on the same elevation.

The 10x10@30' is the flagship brand sign. If not permitted by City code, various sizes are available.

Brand signs, freestanding Pre-Owned signs are allowed at approved secondary dealership locations. However, these signs must be smaller than the primary brand sign allowed by policy at the primary dealership location.

The 14x14@65' is the largest and tallest Interstate sign that is AHM approved.

Not to be used as the primary flagship brand sign but is usually a secondary sign on a site if there is Interstate visibility.

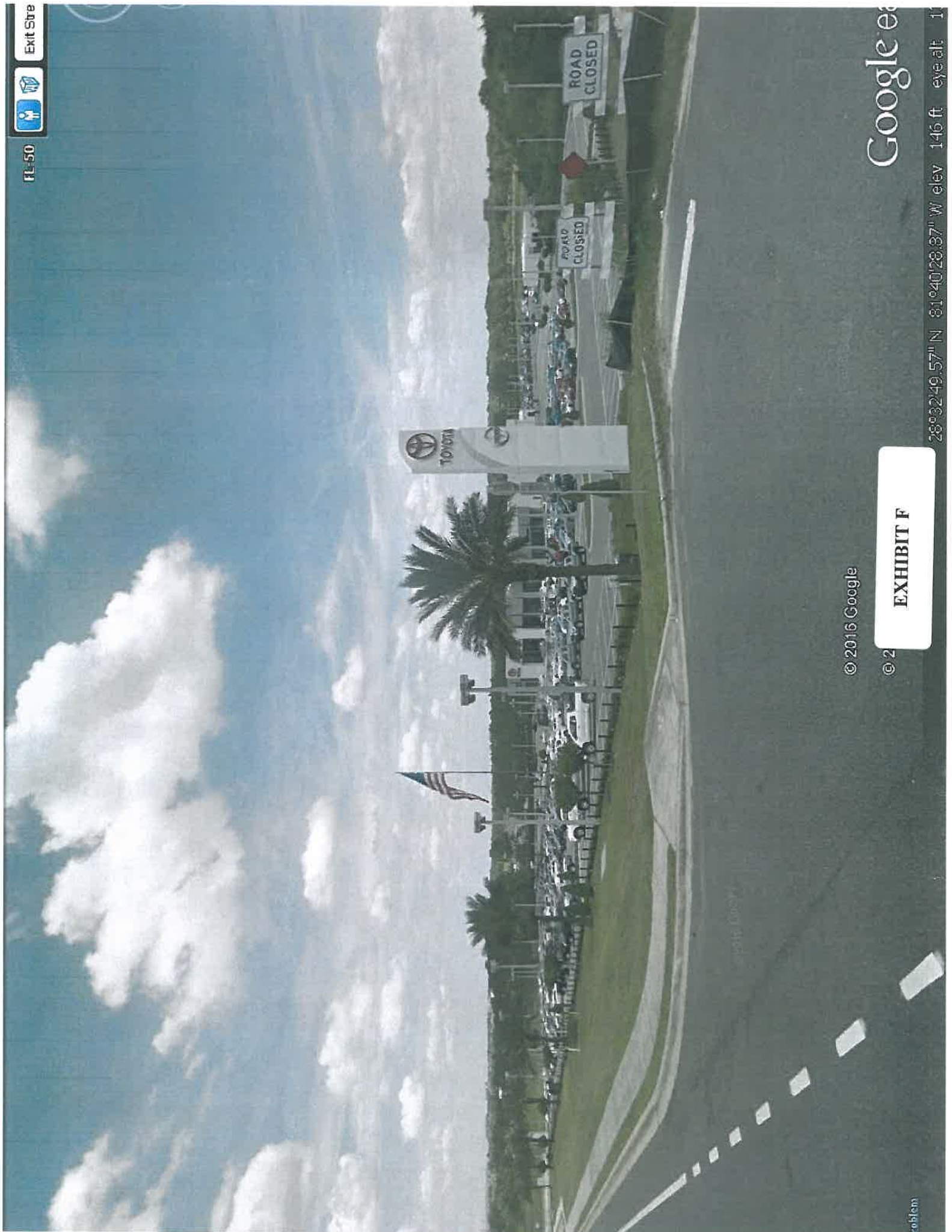
All sign elements need to be approved by Interbrand Design Forum and AHM.



410 N. Cadiz Bluff Road Suite 101
Knoxville, Tennessee 37923
www.pattisonsign.com
Tel (866) 433-1108 • Fax (252) 534-1108 • Toll Free (866) 218-9776

Account: Honda USA
Project Title: Honda Sign Family
Scale: N.T.S.
Date Created: March 2015

Drawn By
Account Rep.
Approved By
Date Revised



FL-50



Exit Stre

© 2016 Google

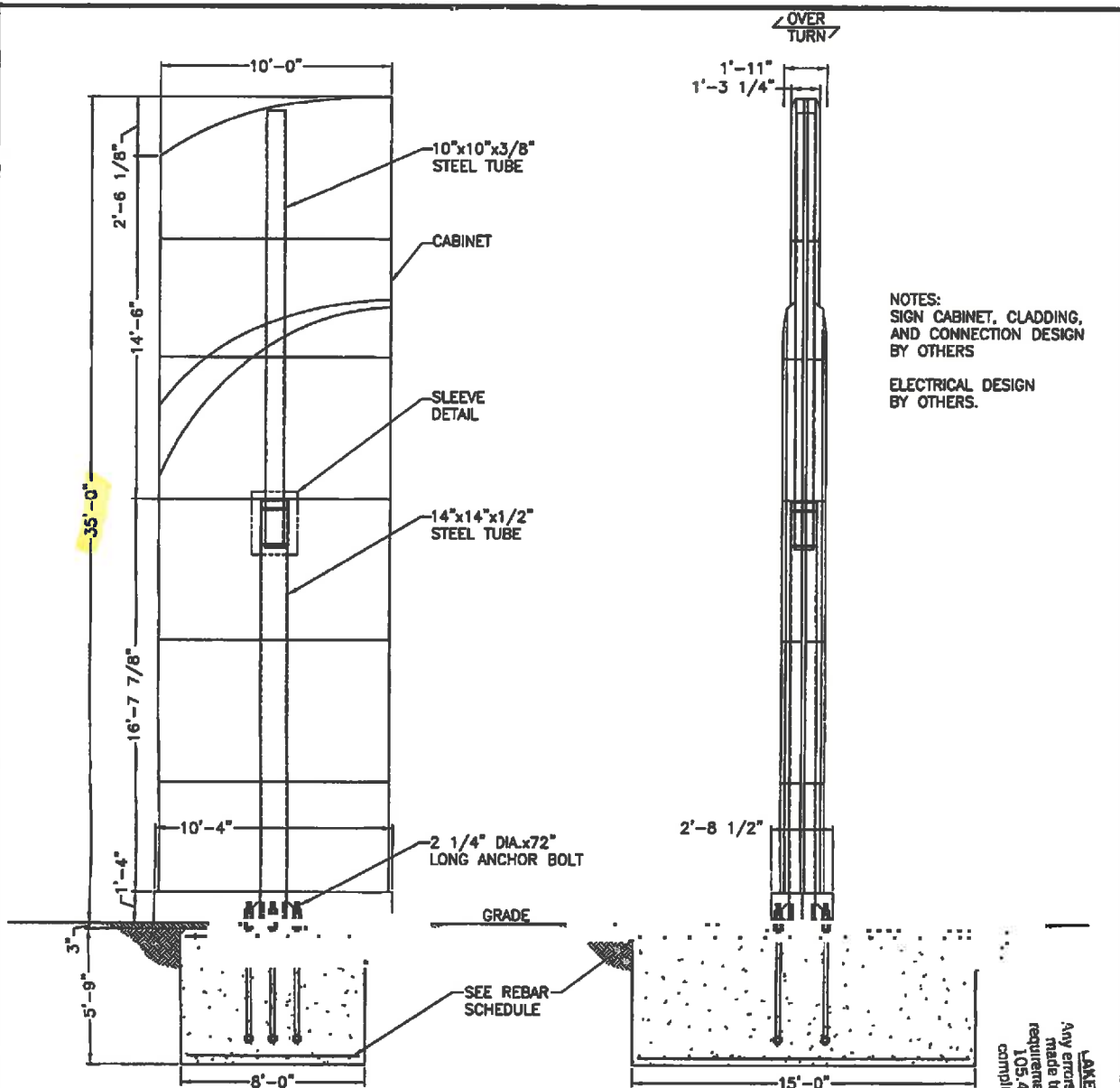
© 2

EXHIBIT F

Google ea

problem

28°32'49.57" N 81°40'28.87" W elev 146 ft eye alt 17



NOTES:
SIGN CABINET, CLADDING,
AND CONNECTION DESIGN
BY OTHERS

ELECTRICAL DESIGN
BY OTHERS.

25 56 CU YDS. OF
CONCRETE REQ'D

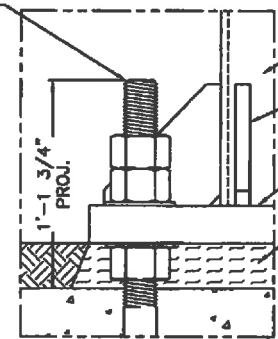
ELEVATION

SIDE VIEW

NOTES:

- Design is based on 140 mph 3 second gust design wind speed per FBC 2010, Category II, Exposure C.
- Spread foundation analysis is based on a safe vertical soil bearing pressure minimum of 2000 psf. Soil report was not furnished. Allowable bearing pressure should be verified prior to placement of concrete. Do not place foundation in fill.
- Concrete shall be mixed to attain a minimum compressive strength of 3000 psi in 28 days.
- Support members shall be free from defects and shall meet ASTM A500 grade B with a minimum yield strength of 46000 psi for tube. Plate and angle shall meet ASTM A36.
- Structural bolts shall be A325 zinc coated unless otherwise noted.
- Anchor bolts shall be cut from A36 round stock. Exposed surfaces shall be galvanized or coated to prevent corrosion.
- All voids between column base plate and foundation surface shall be completely filled with high strength, non-shrink grout.
- Welds shall be made with E70xx electrodes by persons qualified in accordance with AWS standards within the past two years.
- Steel reinforcing bars shall conform to ASTM A615 grade 60 with deformations in accordance with ASTM A-305. Welding of reinforcing bars is prohibited.
- This design is intended for use at the

2 1/4" DIA x 72" LONG ANCHOR BOLT



ANCHOR BOLT PROJECTION DETAIL

REBAR SCHEDULE DO NOT WELD REBAR
SPREAD FOUNDATION 3" MIN CONC. COVER

PLACEMENT	SIZE	SPACING	QUANTITY
LONG BOTTOM STEEL	#8	16"	6
LONG TOP STEEL	#7	16"	6
BOTTOM CROSS STEEL	#6	13"	14
TOP CROSS STEEL	#6	13"	14

LAKE COUNTY BUILDING DIVISION
Any errors or omissions in these plans shall be made to conform with the applicable code requirements per Florida Building Code section 105.4.1. Plans were reviewed for code compliance on 10/18/2018.

ALL DESIGNS AND PLANS INDICATED ON THIS DRAWING ARE THE SOLE PROPERTY OF LINK ENGINEERING, L.L.C. NO PART OF THIS DESIGN OR DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM LINK ENGINEERING, L.L.C. WITHOUT THE WRITTEN CONSENT OF LINK ENGINEERING, L.L.C. THE DESIGN OF ANY OF THE INFORMATION CONTAINED HEREIN, WITHOUT EXPRESS WRITING, IS A VIOLATION OF FEDERAL LAWS AND SHALL BE PENALIZED.

GREGORY A. CAMPBELL, P.E.
FLORIDA STATE LICENSE NO. 45485

INSTALLATION ADDRESS:

TOYOTA OF CLERMONT
16851 STATE ROAD 50
CLERMONT, FL 34711

CLIENT:

PATTISON SIGN GROUP
222 ELLENBORE ROAD TORONTO, ONTARIO, CAN M1R 4Z5



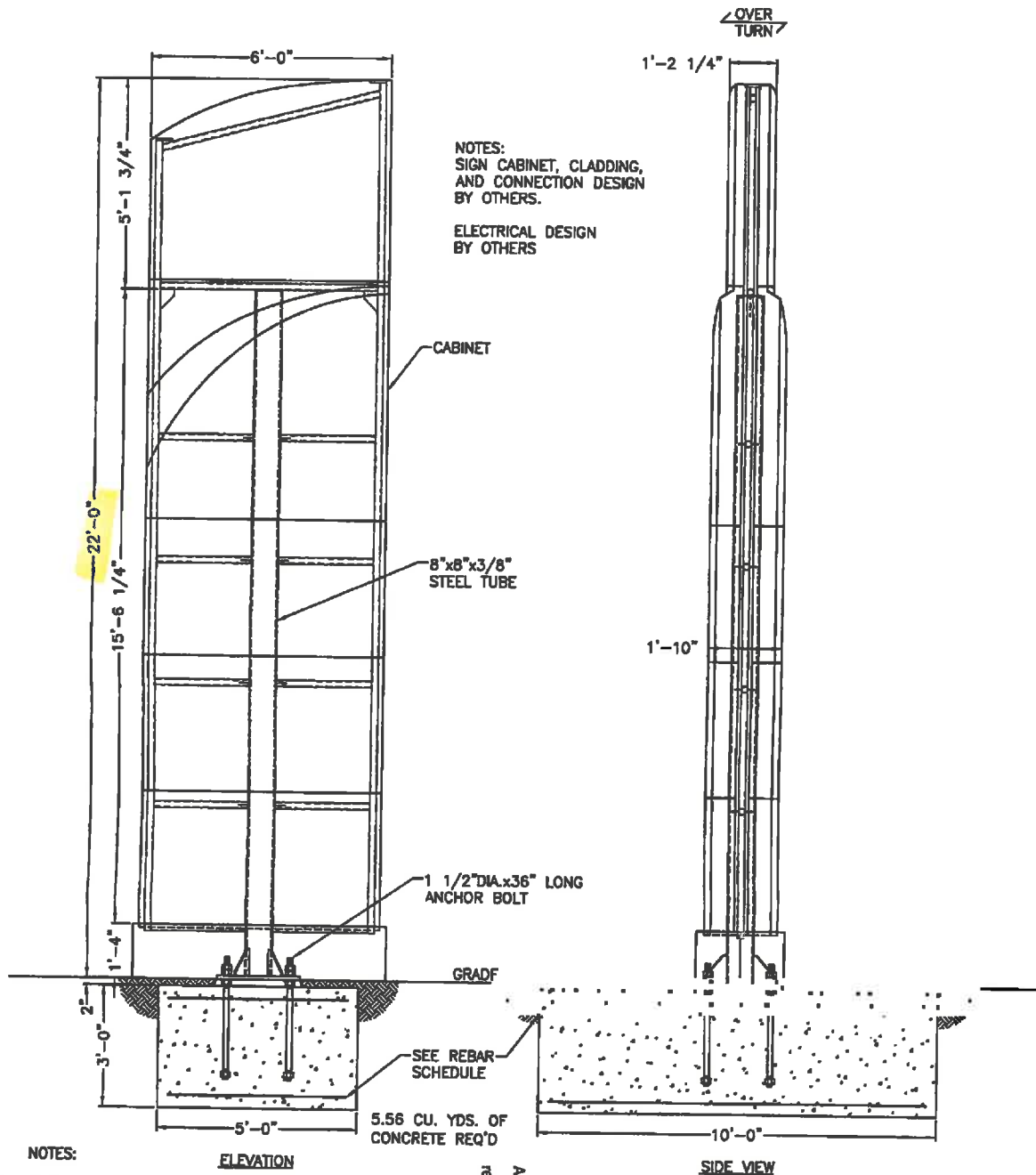
LINK Engineering, L.L.C.
135 South David Lane • Knoxville, Tennessee 37922
Phone (865) 539-4001 • Fax (865) 539-0851
Online www.linkengr.com
Florida State Certificate of Authorization No. 27148

RECEIVED MAR 10 2019



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Google e



NOTES:

- Design is based on 140 mph 3 second gust design wind speed per FBC 2010, Category II, Exposure C.
- Spread foundation analysis is based on a safe vertical soil bearing pressure minimum of 2000 psf. Soil report was not furnished. Allowable bearing pressure should be verified prior to placement of concrete. Do not place foundation in fill.
- Concrete shall be mixed to attain a minimum compressive strength of 3000 psi in 28 days.
- Support members shall be free from defects and shall meet ASTM A500 grade B with a minimum yield strength of 46000 psi for tube. Plate and angle shall meet ASTM A36.
- Structural bolts shall be A325 zinc coated unless otherwise noted.
- Anchor bolts shall be cut from A36 round stock. Exposed surfaces shall be galvanized or coated to prevent corrosion.
- All voids between column base plate and foundation surface shall be completely filled with high strength, non-shrink grout.
- Welds shall be made with E70xx electrodes by persons qualified in accordance with AWS standards within the past two years.
- Steel reinforcing bars shall conform to ASTM A615 grade 60 with deformations in accordance with ASTM A-305. Welding of reinforcing bars is prohibited.

APPROVED MAR 10 2013

LAKE COUNTY BUILDING DIVISION
Any errors or omissions in these plans shall be made to conform with the applicable code requirements per Florida Building Code section 105.4.1. Plans were reviewed for code compliance and shall be kept on job site.

REBAR SCHEDULE SPREAD FOUNDATION

PLACEMENT	SIZE	SPACING	QUANTITY
LONG BOTTOM STEEL	#6	16"	4
LONG TOP STEEL	#4	16"	4
BOTTOM CROSS STEEL	#4	16"	8
TOP CROSS STEEL	#4	16"	8

DO NOT WELD REBAR
3" MIN CONC. COVER

ALL NOTES AND SPECIFICATIONS IN THESE PLANS ARE THE SOLE PROPERTY OF LINK ENGINEERING, L.L.C. AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR ALTERATION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF LINK ENGINEERING, L.L.C. IS PROHIBITED. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS. IT IS THE USER'S RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN.

GREGORY A. CAMPBELL, P.E.
FLORIDA STATE LICENSE NO.: 45445

INSTALLATION ADDRESS:

TOYOTA OF CLERMONT
16851 STATE ROAD 50
CLERMONT, FL 34711

CLIENT:

**PATTISON
SIGN GROUP**
255 ELLERBINE ROAD, THUNDERBOLT, ONTARIO, CAN M1H 4B3



LINK Engineering, L.L.C.
135 South Boyd Lane • Knoxville, Tennessee 37922
Phone (865) 536-4001 • Fax (865) 536-0851
Online www.linkengr.com
Florida State Certificate of Authorization No. 27148

SWT.

BY:

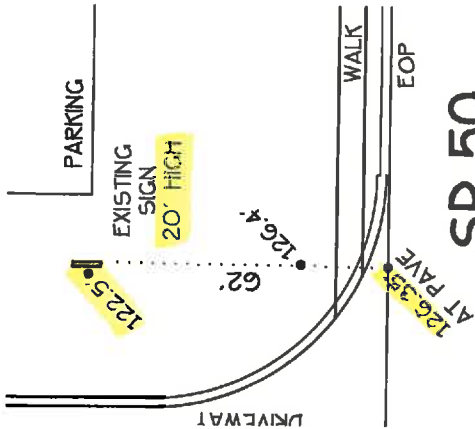
IRI

Project Number: 12-1154

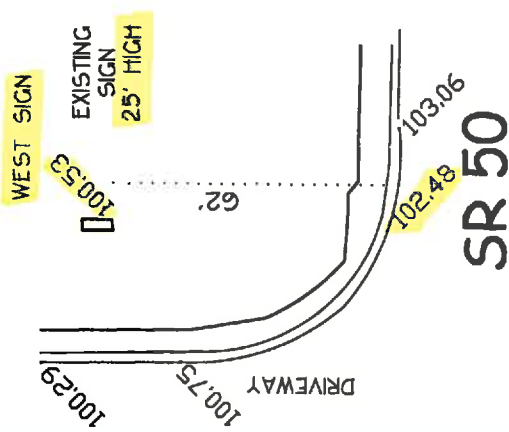
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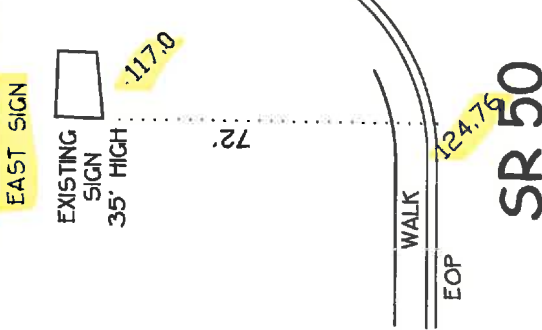
NISSAN



TOYOTA



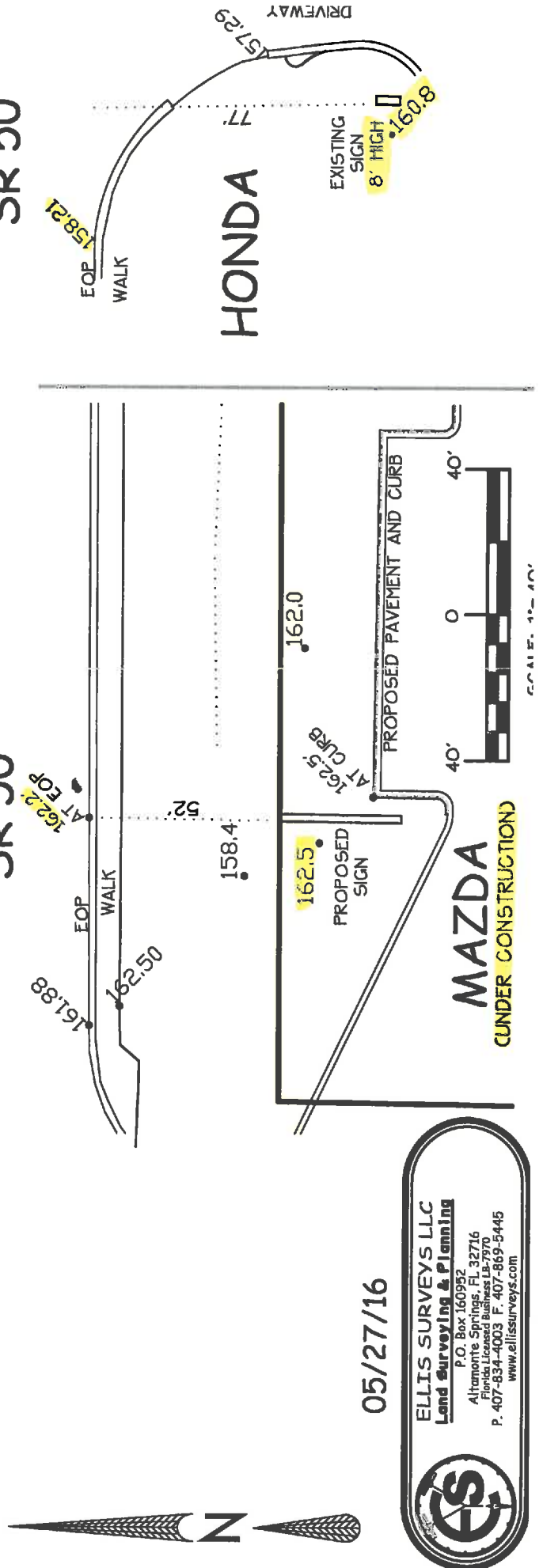
TOYOTA



CHEVROLET
UNDER CONSTRUCTION

SR 50

SR 50



05/27/16

ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Phone: Licensed Surveyors 18-7975
P. 407-834-4003 F. 407-869-5445
www.ellisurveys.com



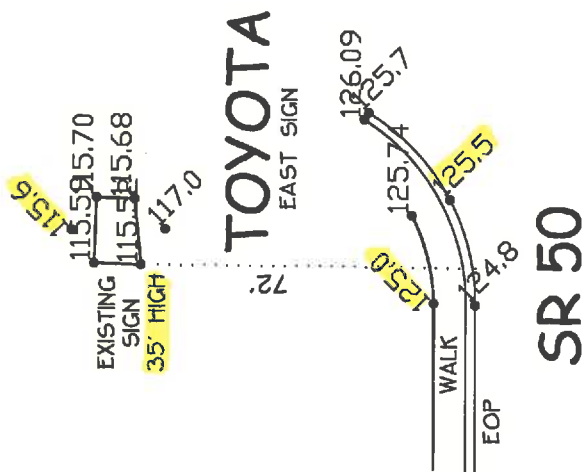
[illegible]

Base of sign elevation	= 122.5
Top of sign elevation	= 142.5
S.R. 50 elevation	= 126.35
Height of sign measured from road to top of sign	= 16.15'

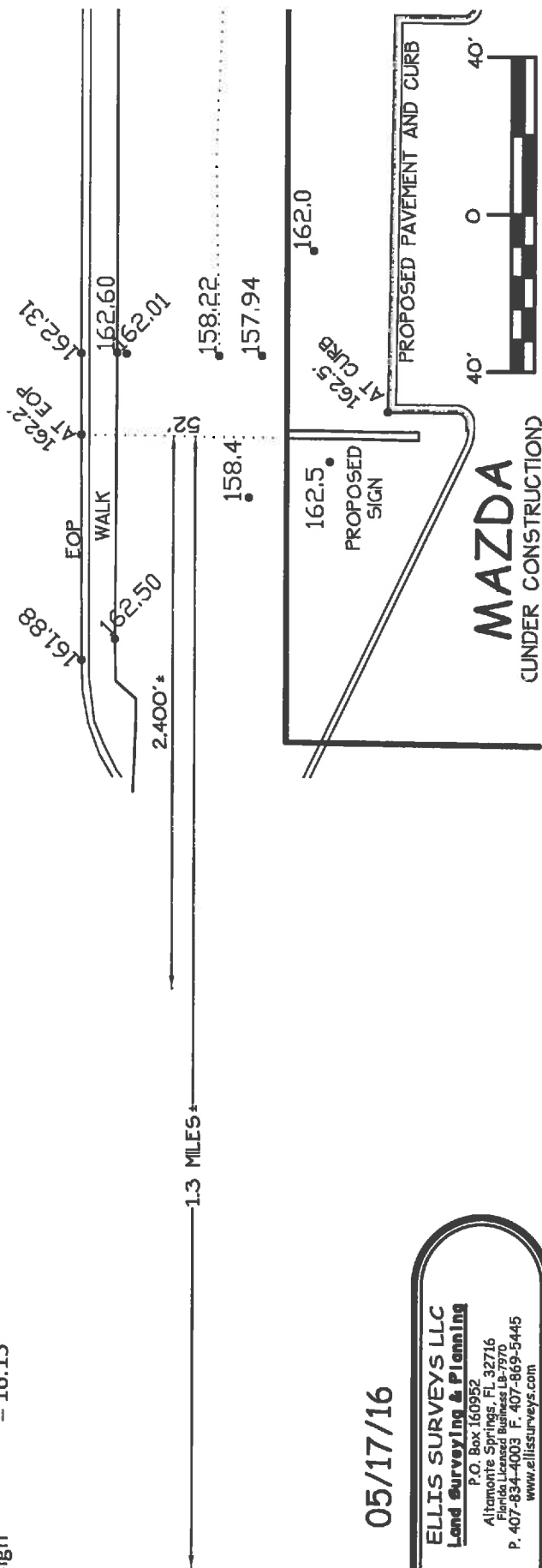


ELLIS SURVEYS LLC
Land Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LA-7970
P. 407-834-4003 F. 407-869-5445
www.ellisurveys.com

Base of sign elevation	≈115.6
S.R. 50 elevation	≈ 125.5
Top of sign elevation	≈ 150.6 (115.6+35')
Height of sign measured from road to top of sign	≈ 25.1'



OS
AS



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variances: 1) To allow a monument sign to exceed 10 feet in height – as required by Section 102-15 of the LDC; and 2) To allow a monument sign to exceed 60 square feet in copy area – as required by Section 102-15 of the LDC, at the following location:

LOCATION

Headquarter Honda
17700 E. Highway 50

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, July 12, 2016 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial
July 5, 2016



AGENDA ITEM

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Pool Repair Change Order and Budget Amendment		
Requested Action		
Recommend to approve the change order to AuMiller Pools for the rebuild of the pool gutter and steps including new waterline tile and budget amendment,		
Staff Report		
During the budgetted resurfacing of the pool at the Arts and Recreation Center in May, it was found that the pool was not constructed with solid concrete in many areas. Following a complete discovery process and review by a certified engineer, the requested change order will repair the pool and ensure its structural integrity.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the Parks and Recreation Department in the General Fund in the amount of \$47,250 is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Pool Change Order Change Order Request - Pool Beam and Step Rebuild 8-1-16 (002).pdf		

AuMiller Pools LLC
2438 Summerfield Rd.
Winter Park, FL 32792

Phone (407) 808-2660
Fax (239) 352-0508

August 1, 2016

City of Clermont
685 West Monroe St.
Clermont, FL 34711
Ms. Suzanne O'Shea



Reference: City of Clermont Pool

Dear Ms. O'Shea,

Change Order Request – Pool Gutter and step rebuild including waterline tile replacement - \$47,275.00

This change order is for the rebuild of the pool gutter and steps that were removed during the demolition phase of work. We have included all formwork, concrete, steel, bonding agent and tile for the perimeter gutter rebuild and step area rebuild. We have included using a waterstop material as approved by the engineer to tie in the new concrete pour to the wall area that has been removed. The gutter areas that are being rebuilt will have a bonding agent placed on the old concrete prior to pouring the new concrete sections. All new waterline tile has been included in this proposal. We have based the proposal on using a 4,000 PSI concrete mix design that will be approved by the engineer during the submittal phase.

Sincerely,

AUMILLER POOLS LLC

BJ AuMiller



AGENDA ITEM

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Ordinance No. 2016-31 <i>Introduction Parking and vehicular use areas</i>		
Requested Action		
Recommend approval of Ordinance 2016-31.		
Staff Report		
The downtown and waterfront have existing parallel parking spaces that are not in conformance with the current code standard of 10' x 23'. The current spaces range from 7 1/2' to 10' in some areas. Due to slower traffic movements and the historical nature of the downtown, the reduced sizes work well. This proposed amendment would allow City on-street parallel parking spaces to be reduced to 8' x 22', which will save space for the on-street future parking spaces and traffic aisles. The new spaces will be allowed only in the Community Redevelopment Area (CRA), which is shown on the attached map.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	2016-31 Ch 98 98-5 Downtown parking.doc	
2. Clermont CRA Area Map	Clermont CRA Area Map 2015.pdf	
3. Legal ad	DT parking LDC AD.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-31

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 98 PARKING AND VEHICULAR USE AREAS; SECTION 98-5 DESIGN OF PARKING LOTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on August 2, 2016 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to add Section 98-5 Design of Parking Lots, (b) Downtown Parking; to the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby adding to read as follows:

Chapter 98

PARKING AND VEHICULAR USE AREAS

Section 98-5. Design of Parking Lots

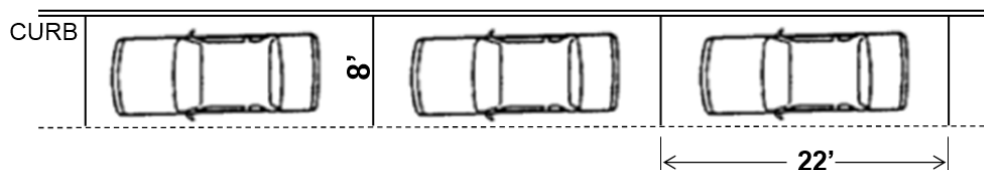
- (a) The parking lot design; including but not limited to arrangement of spaces, width of aisles and access drives, angle of spaces, installation of curbing, etc., shall be as specified in the figures in Section 98-15. The specific design of each facility shall take into consideration the necessity of required landscaping in accordance with Chapter 118 pertaining to vegetation. All parking lot improvements shall be paved in accordance with accepted City engineering standards.

CITY OF CLERMONT
ORDINANCE No. 2016-31

(b) Downtown parking.

In order to accommodate slower traffic movements and the historical nature of downtown, parallel on-street parking provided by the City of Clermont may be reduced to 8' x 22' as shown in figure 98-15D. The downtown parking area shall include the Community Redevelopment Area (CRA) as shown in the Downtown CRA Redevelopment Plan, adopted on 12/8/2015 by Ordinance No. 2015-77.

**Figure 98-15D. Downtown Parallel Parking
(Not to Scale)**



SECTION 3. Conflict.

All Ordinances or parts of Ordinances, all City Code Sections or parts of City Code Sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Severability.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 5. Codification.

The text of SECTION 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6. Effective Date.

This Ordinance shall be effective immediately upon its adoption as provided by law.

CITY OF CLERMONT
ORDINANCE No. 2016-31

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of August, 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. 2016-31

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 98 PARKING AND VEHICULAR USE AREA, SECTION 98-5 DESIGN OF PARKING LOTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, August 23, 2016 at 6:30 p.m. for final enactment.

All meetings will be held in City Hall, located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 26 and August 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 9, 2016		
Agenda Item Name		
Ordinance No. 2016-32 <i>Introduction</i> <i>PUD Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance 2016-32.		
Staff Report		
In September 2015, the City Council voted to adopt a new zoning designation, Planned Unit Development (PUD). Previously, projects would apply for a Conditional Use Permit (CUP) for a PUD. This process caused some confusion and challenges, particularly when annexing properties under the Interlocal Service Boundary Agreement (ISBA) that already had a PUD zoning in place from Lake County. After making this change to the land development code, it became apparent afterward that there were four places in the Future Land Use Element that were inconsistent with this code change. The language in the Future Land Use Element stated that when projects had densities higher than eight units per acre, a CUP was required. There was no mention of the new PUD zoning designation, which would permit densities higher than eight units per acre. Therefore, in order to eliminate these discrepancies, the addition of "or a Planned Unit Development (PUD) zoning" was added to these four areas of the text. An underlined and highlighted version of the Future Land Use Element has been provided for review indicating the four areas of insertion. Staff recommends approval of Ordinance No. 2016-32 to add language to the Future Land Use Element that includes the adopted PUD zoning designation in the land development code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	PUD Ord. 2016-32.doc
2.	Exhibit A	Exhibit A - Future Land Use Element 2016 PUD change.docx
3.	Legal ad	PUD comp plan Legal ad.doc

CITY OF CLERMONT
ORDINANCE No. 2016-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, 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 Statutes s. 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing August 2, 2016 and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings August 23, 2016 and October 11, 2016 on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, 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 Element is hereby amended as shown in Exhibit A.

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.

CITY OF CLERMONT
ORDINANCE No. 2016-32

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. 2016-32

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of October, 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
COMPREHENSIVE PLAN

CHAPTER I
FUTURE LAND USE ELEMENT

Adopted June 23, 2009
Amended October 11, 2016

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CHAPTER I
FUTURE LAND USE

GOAL 1: Ensure that the character, magnitude and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.

Objective 1.1: **Discourage Urban Sprawl.** The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.

Policy 1.1.2: The City shall prioritize its capital improvements funding by assigning first priority to the renewal, reuse and/or rehabilitation of existing facilities or to the replacement of existing obsolete or worn out facilities.

Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Objective 1.2: **Future Land Use Map Series.** The City shall ensure that future development and redevelopment activities are located in appropriate areas of the City by adopting a Future Land Use Map Series included as **Appendix A** of this element that contains the Future Land Use Map (FLUM), Future Transportation Map and Natural Resources Map, which together form the basis for consideration of future land use plan amendments. The Future Land Use Map Series, along with the City's land development regulations, shall reduce or eliminate existing land uses that are inconsistent with the community's character.

Policy 1.2.1: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.

Policy 1.2.2: The land development regulations shall include provisions to reduce or eliminate land uses that are inconsistent with the City's character and future land use, including those uses that are inconsistent with hazard mitigation recommendations in the Lake County emergency management plan.

Policy 1.2.3: The City shall discourage the continuation of nonconforming uses to the extent established in the land development regulations. Redevelopment of the property will be allowed only if it is consistent with the FLUM and the zoning district.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development:

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Conservation	Not Developable
Parks	N/A
Public Facilities/Institutional	0.25 FAR
Residential	
Low-Density	3 units per acre
Medium-Density	8 units per acre
High-Density	12 units per acre
Office	1.0 FAR
Mixed-Use	
Residential/Office	12 units per acre/0.25 FAR
Master Planned Development	12 units per acre/0.25 FAR
Downtown Mixed-Use	12 units per acre/3.0 FAR
Commercial	12 units per acre/0.25 FAR
Industrial	1.0 FAR

Objective 1.3: Conservation Land Use Category. The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.

Policy 1.3.1: Only passive open space and passive recreational activities shall be allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

Policy 1.3.2: Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.

Policy 1.3.3: If it is impractical to designate the area containing conservation resources as conservation land use due to size, location or other factors, the City shall have the option of obtaining a conservation easement from the property owners to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as conservation land use on the FLUM.

Policy 1.3.4: No development is permitted within the conservation category, except where state and/or federal agencies having jurisdiction already allow development rights. The applicant shall bear the burden of proof in determining that development shall not adversely impact conservation resources. Site alteration, where allowed, shall be limited to 10 percent of the entire site.

Objective 1.4: Parks Land Use Category. The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use.

Policy 1.4.1: The parks land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. The maximum intensity of buildings on site shall be 0.25 Floor-Area-Ratio (FAR).

Policy 1.4.2: Not all parks and recreational facilities are required to be shown as parks on the FLUM. Park and recreation uses shall be allowed in other categories as support uses.

Objective 1.5: Public Facilities/Institutional Land Use Category. The public facilities/institutional category is established for publicly-owned institutional parcels and privately-owned, non-profit institutional parcels meeting threshold sizes established herein.

Policy 1.5.1: The public/institutional land use designation is intended to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar activities. The maximum intensity of institutional activity shall be 0.25 FAR.

Policy 1.5.2: Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.3: Public and private schools on parcels greater than five acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.4: The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

Objective 1.6: Residential Land Use Categories. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations. Based on current land use trends, the City estimates that the mix of uses in the residential categories will be about 85 percent residential and 15 percent public facilities/institutional and recreation uses.

Policy 1.6.1: Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.

Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments.

Policy 1.6.3: High-Density Residential. Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.6.4: Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are

consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.2: Planned Development. The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.7.5: Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.
- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.

Objective 1.8: Office Land Use Category. The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.8.1: Residential uses are not allowed in the office category.

Policy 1.8.2: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.9: Commercial Land Use Category. The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. Residential development shall be limited to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit **or a Planned Unit Development (PUD) zoning.**

Policy 1.9.3: Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

Policy 1.9.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.10: Industrial Land Use Category. The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

Policy 1.10.1: Residential uses are not allowed in the industrial category.

Policy 1.10.2: Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum

manufacturing or refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

Policy 1.10.3: The maximum intensity of industrial development shall be limited to 1.0 FAR.

Objective 1.11: Smart Growth Principles. New development in the City shall comply with “Smart Growth” principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City’s land development regulations prior to the next required Evaluation and Appraisal Report.

Policy 1.11.1: Development in the Downtown Mixed-Use land use category, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.11.2: New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Policy 1.11.3: New Development in the Downtown Mixed-Use, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

Policy 1.11.4: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

Objective 1.12: Public Facilities and Services. Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate services and facilities, including assurance that land is available for the needed utility facilities and services.

Policy 1.12.1: The Lake-Sumter Metropolitan Planning Organization’s transportation concurrency management system (TCMS) and Traffic Impact Study Methodology Guidelines, Volume I: Lake County Checkbook TCMS dated May 28, 2008, and as amended, shall serve as the City’s transportation concurrency management system.

Policy 1.12.2: All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify with its utility department that adequate water supplies will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

Policy 1.12.4: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently.

Policy 1.12.5: The City shall ensure the availability of suitable land for public services and facilities necessary to support proposed development and shall approve sites for such facilities and services concurrent with the approvals for the development requiring the services and facilities.

Policy 1.12.6: The City shall require new development to provide necessary services and facilities or to pay a fair share of the cost of those services and facilities through impact fees, special assessments, exactions, conveyance of land or easements or pro-rata agreements.

Policy 1.12.7: The City shall continue to require dedication of adequate rights-of-way for use as roadways, stormwater management and by utility companies for new construction, service extensions or facility improvements.

Policy 1.12.8: Private or public electric utilities needed to support the future land use categories may be permitted as conditional uses in all land use designations except for residential, conservation or parks categories.

Policy 1.12.9: Small-scale, site-specific, or off-grid electrical generation systems serving single users or small clusters of users and which use alternative energy sources shall be allowed in all land use categories without exception. Such alternative systems shall be allowed to connect to an available electrical energy distribution system to sell excess power to an electric utility provider. All substations adjacent to residential neighborhoods or visible from a public roadway shall be required to provide landscaping and buffering to minimize visual and noise impacts.

Objective 1.13: Natural Resources. Natural resources shall be protected through identification, classification, coordination with resource planning and management plans prepared pursuant to Chapter 380, F.S., and limitations on use consistent with the degree of protection required.

Policy 1.13.1: The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required:

- Limitations on development density and intensity;
- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;
- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources.

Policy 1.13.2: The City's determination of the degree of natural resource protection required shall be part of the development application and review process and may result in conditions on development approvals.

Policy 1.13.3: The land development regulations shall provide for the protection of potable water wellfields by designating appropriate activities and land uses allowed within wellhead protection areas and environmentally sensitive land to protect these areas from adverse impacts of development.

Policy 1.13.4: The City shall include standards and procedures in its land development regulations that consider topography and soil types in the review of proposed development projects.

Policy 1.13.5: The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns. The approval process shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns and soil conditions.

Policy 1.13.6: Flood plains and floodways in the City shall be identified and development shall be limited, consistent with FEMA requirements.

Policy 1.13.7: The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of Community Affairs, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

Policy 1.13.8: The City shall ensure the preservation of natural communities and listed animal species habitat through land acquisition of natural areas and open space.

Objective 1.14: Historic Resources. Important historic and archaeological resources of the City of Clermont shall be protected through identification, classification and regulation of development consistent with the degree of protection required for the resource.

Policy 1.14.1: The City, through its adopted historic preservation ordinance, will protect significant historic, cultural and archaeological resources.

Policy 1.14.2: The City shall identify and inventory sites of historical significance.

Policy 1.14.3: The City's land development regulations shall provide for the protection of significant historic resources from the impacts of development and redevelopment.

Policy 1.14.4: Historic resources and their environments shall be considered for inclusion in public acquisition programs for appropriate passive recreation and for open space and conservation.

Policy 1.14.5: If City construction activities reveal a suspected historical or pre-historic archaeological site, the City shall determine the extent and nature of the site and report such

findings to the state by a master site file application. The City shall mitigate any impacts to the site if the site is determined to be relatively intensive in cultural remains, or significant to the archaeological or historical record. Such determination of site extent, nature and significance shall be made by a professional archaeologist as recognized by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation.

Policy 1.14.6: The City shall negotiate with landowners prior to the development review process, to avoid disturbance of known historical and pre-historic sites.

Policy 1.14.7: The City shall support private, nonprofit groups that endeavor to preserve historic resources and request the assistance of the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation, in identifying sources of funding and programs as a means to identify, designate, protect and preserve pre-historic sites and historic resources in Clermont.

Objective 1.15: Redevelopment and Renewal of Blighted Areas. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.15.1: The City shall continue to implement the recommendations for the Clermont community redevelopment area.

Policy 1.15.2: The City shall implement Housing Element directives for renewal and revitalization of substandard housing target areas within time-frames identified in the element.

Policy 1.15.3: The City shall utilize available government programs such as, but not limited to, the community development block grant program, for renewal and revitalization of substandard housing sites as identified in the Housing Element.

Objective 1.16: Plan Implementation. The City shall maintain land use and development regulations to address issues identified in this and other plan element goals, objectives and policies.

Policy 1.16.1: Proposed residential developments shall be required to meet state subdivision requirements and the City's land development regulations with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

Policy 1.16.2: Zoning districts in the City's land development regulations shall implement the future land use categories adopted in the comprehensive plan, including the types of uses and the densities and intensities of uses.

Policy 1.16.3: It is the intent of the City of Clermont to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;

- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements; and
- minimum open space requirements for master-planned developments.

Policy 1.16.4: The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the FDOT driveway permitting process, limiting development access to the transportation system and increasing interconnection between adjacent developments.

Policy 1.16.5: All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

Policy 1.16.6: The City shall maintain in the land development regulations procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

Policy 1.16.7: The land development regulations shall determine where buffers shall be required between adjacent land uses. Buffers may be either prescriptive standards or variable and shall be defined in the land development regulations. Buffers may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping adjacent to parking lots and other vehicle use areas; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

Policy 1.16.8: Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

Policy 1.16.9: The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

Policy 1.16.10: Development regulations shall require street, pedestrian and transit layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2016-32

The City of Clermont will hold a public hearing Tuesday, August 2, 2016 at 6:30 pm before the Planning and Zoning Commission, Tuesday, August 23 2016 (transmittal) and October 11, 2016 (final hearing) at 6:30pm before the City Council to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

Ordinance #2016-32:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan for the City of Clermont, Florida, pursuant to the local government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the Future Land Use Element of the Comprehensive Plan; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

The public hearings will be in the Council chambers of City Hall, 685 W. Montrose St., and are open to public comment. Please call (352) 241-7309 if you have any questions.

The proposed amendment may be inspected at the City's Development Services (first floor, City Hall) between 8am and 5pm, Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearing 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 hearing.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 22 and September 27, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, August 9, 2016			
Agenda Item Name			
Ordinance No. 2016-33 <i>Introduction</i> <i>Downtown & Waterfront Entertainment District</i>			
Requested Action			
Recommend approval of Ordinance 2016-33.			
Staff Report			
Ordinance No. 2016-33 creates the <i>Downtown & Waterfront Entertainment District</i>. Over the past years, the downtown and waterfront area has had numerous events hosted by the City, Clermont Downtown Partnership (CDP), and other civic organizations. "Open containers" for alcoholic beverages have been approved for many of those events, and no issues have been reported. This ordinance would encourage downtown and waterfront growth, foster community cooperation and would continue to encourage mutually sponsored events among the downtown merchants. With approved "open container" uses for the downtown events, more people have been attending and coming to the downtown and waterfront. The <i>Downtown & Waterfront Entertainment District</i> would continue this option for the restaurants and various retail establishments that are licensed to serve alcohol. This ordinance is similar to regulations in other cities in Lake and Orange counties. General summary: * Hours of operation: 10 a.m. to 11 p.m. * Maximum size container: 20 oz. (opaque containers or covers, no glass) * Maintains ADA sidewalk access The ordinance also provides references for music and entertainment and other events, and links Chapter 6 Alcoholic Beverages, to the new <i>Downtown & Waterfront Entertainment District</i> section.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Ordinance	2016-33 Downtown Waterfront Entertainment District.doc	
2.	Legal ad	DT Entertainment LDC AD.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; CREATING ARTICLE IV, DOWNTOWN AND WATERFRONT ENTERTAINMENT DISTRICT; AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY, CONFLICT, CODIFICATION, AND EFFECTIVE DATE.

WHEREAS, the Downtown Clermont Redevelopment Agency's Redevelopment Plan encourages economic development opportunities; and

WHEREAS, a designated Entertainment District would encourage downtown and waterfront growth, foster community cooperation, and encourage mutually sponsored events among the downtown merchants; and

WHEREAS, the Downtown and Waterfront economic vitality would benefit from the establishment of this Entertainment District; and

WHEREAS, the Clermont Historic Downtown is located along a navigable waterway; Lake Minneola, providing over two miles of waterfront enjoyment; and

WHEREAS, the City of Clermont has determined that the proposed revisions are consistent with the City's Comprehensive Plan and in accordance with protecting the health, safety and welfare of the community;

NOW, THEREFORE, be it resolved and enacted by the City Council of the City of Clermont, Lake County, Florida:

Section 1.

That the City of Clermont Code of Ordinances be amended by creating Article IV of Chapter 54 as follows:

Chapter 54

Article IV: Downtown & Waterfront Entertainment District

Section 54-110 Purpose

The purpose of this Article is to encourage the location of entertainment, retail and restaurant uses within a limited defined area of the City hereafter referred to as the Downtown and Waterfront Entertainment District. The regulations within this Article create an opportunity to offer a variety of amenities to the public in a convenient physical location which will promote pedestrian use with an attendant decrease in vehicular traffic, provide for more efficient and

CITY OF CLERMONT
ORDINANCE No. 2016-33

effective public safety enforcement in a defined area, foster a mutual relationship among downtown merchants and property owners, and encourage private development of entertainment facilities which enhance and complement the use of the public facilities.

Section 54-111 **District Boundaries**

The Downtown and Waterfront Entertainment District shall mean an area depicted in ‘Exhibit A’ of this Ordinance, and generally described as: the eastern boundary being portions of East Avenue, 3rd Street, and 5th Street; southern boundary being portions of Palm Street, Carroll Street, West Desoto Street, and West Minneola Avenue; the western boundary being portions of West Avenue and 12th Street; and the northern boundary being the shore of Lake Minneola. It shall also include those properties directly adjacent to the described district boundaries for the purposes of uses described herein.

Section 54-112 **Outside Consumption in the Entertainment District**

Within the Downtown and Waterfront Entertainment District, the following shall apply:

(a) On-sidewalk Possession/Consumption Hours

On-sidewalk possession/consumption of any alcoholic beverage dispensed or sold by an establishment licensed to sell alcoholic beverages is authorized Sunday through Saturday between the hours of 10am to 11pm. Extended hours for City or City-sponsored events may be granted with prior approval by the City Council, not to exceed Chapter 6 Alcoholic beverages, Section 6-2 Hours of Sale.

(b) On-sidewalk Drink Limit

Any establishment licensed to dispense or sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a container for removal from the premises, provided; however, that no establishment shall dispense to any person more than two such alcoholic beverages at a time for removal from the premises, and no person shall remove at one time more than two such alcoholic beverages from the licensed premises.

(c) Location of Outside Open Alcoholic Beverage Containers

1. Alcoholic beverages dispensed or sold for outside consumption must be consumed within the Entertainment District.

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2. Sidewalks shall be accessible in accordance with City Codes and the Americans with Disabilities Act (ADA). Patrons and building owners or tenants shall not block the sidewalk, in accordance with Chapter 122, Division 12, CBD Central Business District, Section 122-243, Permitted Uses, (d) Sidewalk Use.
3. During a City approved event when streets are closed, alcoholic beverages in open containers may continue to be consumed away from the dispensing establishment.

(c) Size Limited to 20 Fluid Ounces

No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 20 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined Downtown and Waterfront Entertainment District, any open alcoholic beverage container which exceeds 20 fluid ounces in size.

(d) Drinking from a Bottle or Glass Container is Prohibited

It shall be unlawful for any person to drink any alcoholic beverage from a bottle or glass container, or to possess in an open bottle or glass container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots; whether public or private, except as authorized and approved as outdoor dining. Metal, aluminum, plastic, or similar container or vessel shall be permitted, provided the logo or brand of alcohol is covered by an opaque cover.

Section 54-113 **Hours for Music and Entertainment.**

Music, singing and other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, however, such outdoor music, singing and entertainment shall be in compliance with Chapter 34, Environment, Article II Noise, and Article III Nuisances.

Section 54-114 **Games, Sporting Events and Entertainment**

Games, sporting events, artistic performances, farmer's markets and other such forms of organized entertainment and community events are encouraged and allowed within the Downtown and Waterfront Entertainment District, subject to compliance with all applicable health and safety regulations and approved through the permitting process.

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Section 54-115 **Temporary Street Closures**

Authorized temporary street closures in the district area will be limited to City events, City sponsored events, or City approved events, as authorized by the City Council or the City Manager.

Section 2.

That the City of Clermont Code of Ordinances, Chapter 6, Section 6-3 Drinking in Public, be amended as follows:

Chapter 6

Alcoholic Beverages

Section 6-3. - Consumption or Possession Upon Public Property; Penalty

(a) Generally

It shall be unlawful for any person to consume any alcoholic beverage, including beer and wine, upon any City owned parks and beaches, City property or street, alley or sidewalk of the City, except as provided for in Article IV, Downtown & Waterfront Entertainment District. This Section 6-3 (a) shall not apply to any City owned property which is subject to a management contract, or sidewalk cafés. For those properties, alcohol consumption shall be governed by rules established jointly by the managing entity and the City Manager. Further, this Section shall not apply to those portions of the above named properties included within the boundaries established by the City Council for a special event for which permission to consume alcoholic beverages is given in conjunction with the permission for the event. In addition, the City Council shall have the right to limit the type of alcoholic beverage to be consumed when granting any such permit.

(b) Carrying Open Containers

It shall be unlawful for any person to carry an opened bottle, can, or other container containing an alcoholic beverage; including beer and wine, upon any City parks, City beaches, City property or street, alley or sidewalk of the City, except as provided for in Article IV, Downtown & Waterfront Entertainment District as described in Section 6-3 (c).; ~~provided that this Subsection shall not apply to the interior of any vehicle driven upon the ways or property of the City.~~ Further, this Section (b) shall not apply to those portions of the above named properties included within the boundaries established by the City Council for a special event for which permission to carry open containers of

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alcoholic beverages is given in conjunction with the permission for the event, or sidewalk cafés. In addition, the City Council shall have the right to limit the type of alcoholic beverage to be consumed when granting any such permit. In no event will consumption occur directly from glass containers.

(c) Downtown and Waterfront Entertainment District

Open containers for alcoholic beverages may be permitted within the Downtown and Waterfront Entertainment District as described in Chapter 54, Article IV: Downtown and Waterfront Entertainment District of this Code.

(d) ~~(e)~~Permits; Procedure.

Notwithstanding Subsections (a) and (b) of this Section, permits for the consumption of alcoholic beverages in parks and recreation areas may be obtained by application to the City Manager or the City Manager's designee in accordance with the following procedure:

(1) A person seeking issuance of a permit shall file an application stating the following:

- a. The name, address and age of the applicant.
- b. The name and address of the person or association sponsoring the activity, if any.
- c. The day and hours for which the permit is desired.
- d. The park or portion thereof for which the permit is desired.
- e. Any other information reasonably necessary to a determination as to whether a permit should be issued.
- f. Variances required from park rules.

(2) A use permit shall issue if the City Manager determines:

- a. The proposed activity or use of the park will not unreasonably interfere with or detract from the general public's enjoyment of the park.
- b. The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

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- c. The proposed activity or uses that are reasonably anticipated will not include violence, crime or disorderly conduct.
- d. The proposed activity will not entail extraordinary or burdensome expense or police operation by the City.
- e. The facilities desired have not been reserved for other use on the date and hour requested in the application.

(e) ~~(d)~~ Appeal

Within ten days after the receipt of an application the City Manager shall inform an applicant in writing of the City Manager's decision to grant or deny a permit. For denial, the notification shall include the reason for the denial. Any person denied a permit shall have the right to appeal to the City Council by serving written notice thereof on the City Clerk within five working days of such refusal. A copy of the notice of appeal, the application, and the reasons for the City Manager's refusal shall immediately be forwarded by the City Clerk to the City Council.

- (f) ~~(e)~~ The City Council shall rule on the appeal within ten days from the receipt of the appeal by the City Clerk or at its first meeting after the appeal; whichever is later. The decision of the City Council shall be final. The appeal to the City Council shall be de novo.

(g) ~~(f)~~ Compliance with Park Rules

A permittee shall be bound by all park rules and all applicable ordinances fully as though such were inserted in such permits.

(h) ~~(g)~~ Insurance Requirements

An applicant for a permit shall be required to submit evidence of liability insurance in the amount of \$1,000,000.00 covering injuries to members of the general public arising out of such permitted activities.

(i) (h) Revocation

The City Council shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown.

(j) ~~(i)~~ Penalties

A violation of this section shall constitute a second degree misdemeanor and shall be punishable in accordance with state statutes prescribing punishment for a second degree misdemeanor as of the date of the infraction.

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SECTION 3 Conflict

All Ordinances or parts of Ordinances, all City Code Sections or parts of City Code Sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4 Severability

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 5 Codification

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6 Effective Date

This Ordinance shall be effective immediately upon its adoption as provided by law.

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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of August, 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

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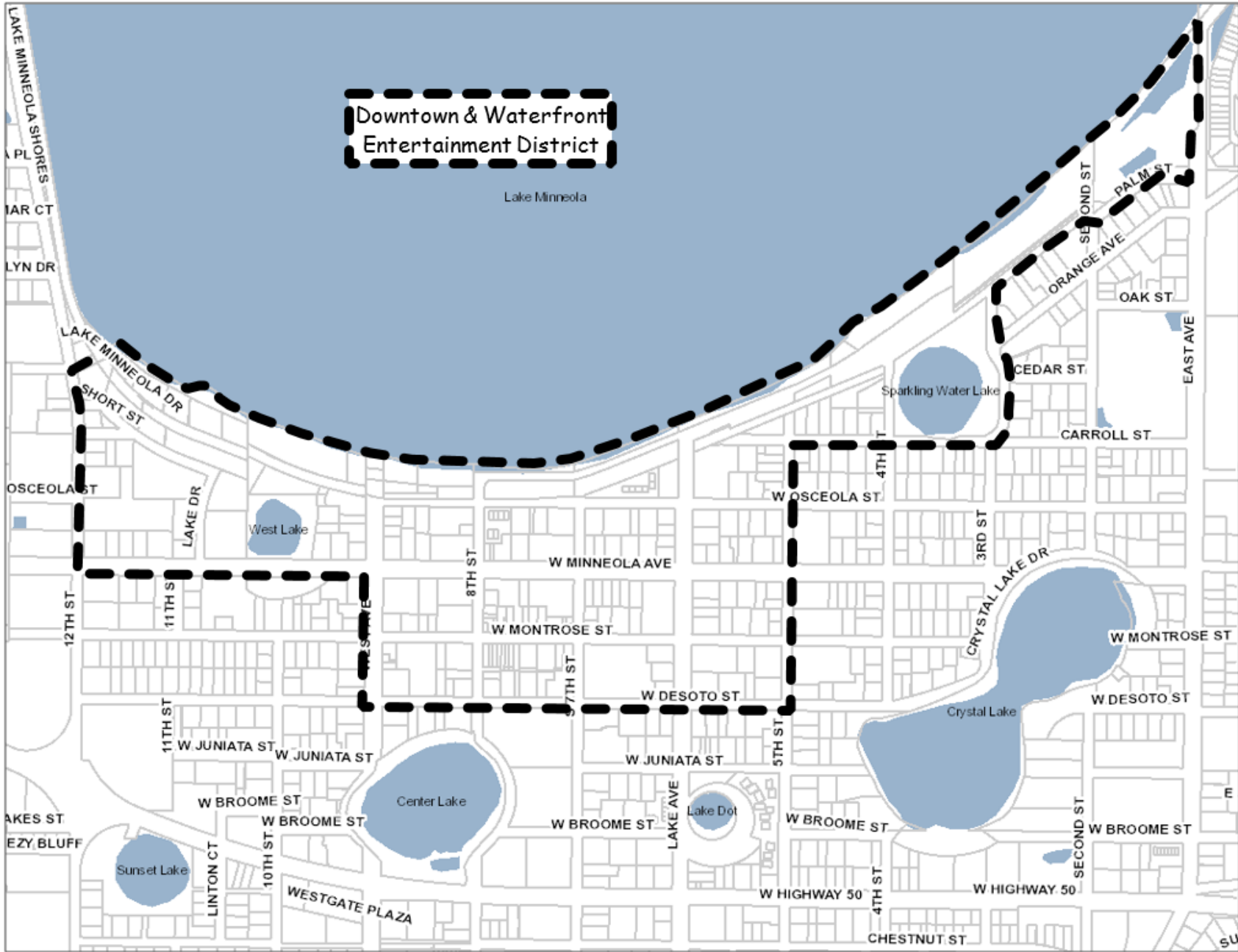


Exhibit "A"

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. 2016-33

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54 STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES; CREATING ARTICLE IV, DOWNTOWN AND WATERFRONT ENTERTAINMENT DISTRICT; AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, August 23, 2016 at 6:30 p.m. for final enactment.

All meetings will be held in City Hall, located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 26 and August 9, 2015