



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 28, 2017**

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

Orlando Economic Development Council

Water Plant Excellence Award

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 - Orlando Economic Development Council

Consider approval to join the Orlando Economic Development Council as a small government member in the budgeted amount of \$3,000 for the annual investor membership.

Item No. 2 - Meeting Minutes

Consider approval of the February 14, 2017 Regular Council Meeting minutes.

Item No. 3 - Special Event Request

Consider a request to grant 10 open-air events with a temporary structure for 2017 at the Stormy Hill Harley-Davidson located at 2480 S. Highway 27.

Item No. 4 - Bid Award

Consider Request for Proposal award to RC Development Group, Inc. to remove current fuel tank, furnish and install a new 10,000 gallon commercial fuel tank in the total budgeted amount of \$167,950.

Item No. 5 - Scope of Services

Consider proposal for the East Water Reclamation Facility Expansion Filter project in the budgeted amount of \$163,102.00 as part of the plant expansion.

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| Item No. 6 - Surplus Property | Consider approval to declare end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 7 - Addendum to Utility Rate Study Agreement | Consider approval of addendum with Public Resources Management Group for additional services in the budgeted amount of \$14,962. |
| Item No. 8 - Resolution No. 2017-10 | Consider approval of a trust agreement authorizing participation in the Florida Education Investment Trust Fund. |
| Item No. 9 - Resolution No. 2017-11 | Consider amendment proposed by the Town of Howey-in-the-Hills to the Interlocal Service Boundary Agreement between Lake County, City of Clermont and five other Lake County municipalities. |
| Item No. 10 - Resolution No. 2017-12 | Consider amendment proposed by the City of Groveland to the Interlocal Service Boundary Agreement between Lake County, City of Clermont and five other Lake County municipalities. |

UNFINISHED BUSINESS

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| Item No. 11 - Ordinance No. 2016-47 <i>Final The Vue</i> | Consider ordinance adoption to amend the waivers of the Planned Unit Development for property located south of S.R. 50 and west of Miss Florida Avenue and a portion south of Hooks Street. |
| Item No. 12 - Ordinance No. 2016-40 <i>Final Density Amendment</i> | Consider ordinance to amend the Future Land Use Element of the comprehensive plan for the Downtown Mixed Use future land use category. |
| Item No. 13 - Ordinance No. 2017-22 <i>Final Density Bonus Criteria</i> | Consider ordinance to amend the Land Development Code by adding Section 122-249. |
| Item No. 14 - Ordinance No. 2017-10 <i>Final Table to March 28, 2017 Lake Shore Drive</i> | Consider tabling ordinance to vacate the right-of-way behind Lots 11 through 18, Block 117. |

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Item No. 15 - Ordinance No. 2017-11 *Final*
West Lake Small-Scale Comprehensive Plan
Amendment

Consider ordinance to change the future land use from Medium Density Residential to Downtown Mixed Use for a portion of West Lake lying south of Minneola Avenue.

Item No. 16 - Ordinance No. 2017-12 *Final*
West Lake Rezoning

Consider ordinance to change the zoning from R-3 Residential/Professional to Central Business District for a portion of West Lake lying south of Minneola Avenue.

Item No. 17 - Ordinance No. 2017-13 *Final*
Victory Pointe, LLC Small-Scale Comprehensive
Plan Amendment

Consider ordinance to change the future land use from Medium Density Residential to Downtown Mixed Use for property located north of the intersection of 10th Street and W. Montrose Street.

Item No. 18 - Ordinance No. 2017-14 *Final*
Victory Pointe, LLC Rezoning

Consider ordinance to change the zoning from R-3 Residential/Professional to CBD Central Business District for property located north of the intersection of 10th Street and W. Montrose Street.

Item No. 19 - Ordinance No. 2017-21 *Final*
The Shops at WaterBrooke Rezoning

Consider ordinance to change the zoning from Urban Estate to Planned Unit Development for property located at the southwest corner of Highway 50 and Emil Jahna Road.

NEW BUSINESS

Item No. 20 - Variance Request
Woodwinds

Consider requests for reduction in replacement tree size and for reduction in required payment for replacement trees for property on Grand Highway, north of North Ridge Boulevard.

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.

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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

AGENDA ITEM

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Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Orlando Economic Development Council		
Requested Action		
Recommend approval to join the Orlando Economic Development Council as a small government member in the budget amount of \$3,000 for the annual investor membership.		
Staff Report		
Orlando's economic development initiatives are supported by hundreds of private companies committed to the long-term prosperity of the region. Investment in the EDC reflects a commitment to creating an environment where business and industry can thrive.		
Additional Analysis		
Fiscal Impact Summary		
Funds are available in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 14, 2017

The Clermont City Council met in a regular meeting on Tuesday, February 14, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Noak.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Kendall Anderson gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Officer Kris Kruse

Chief Broadway presented a Certificate of Achievement to Officer Kris Kruse. Officer Kruse recovered from an accident which occurred a year ago and passed all required certification tests to return to active duty as a Clermont Police Officer. Officer Kruse thanked friends, family, City Council, city employees, and citizens for their support during his recovery.

Quarterly Budget Update

Finance Director VanZile provided an overview of the top 10 revenues, major fund revenues, and department expenditures for the first quarter of Fiscal Year 2017. The sales tax revenue estimates were provided by the State and the expected revenues from the State have declined. City Manager Gray commented Governor Scott expects revenues to continue to decline over the next several years.

REPORTS

City Manager Gray reported the February 21, 2017 Council Workshop has been cancelled. Congressman Ross will hold a Town Hall meeting at the Clermont City Center on February 21, 2017 from 5:30pm until 6:30pm. Congressman Ross will have an office at City Hall and will be open every Wednesday. They will have an office on the second floor and will be open on Wednesdays.

City Manager Gray announced Items 22 through 34 under New Business will be introduced only and not discussed tonight. The final hearing dates for Items 22 through 26 and Items 33 and 34 will be held February 28, 2017. The final hearing dates for Items 27 through 32 will be held March 14, 2017.

City Attorney Mantzaris – No report.

Council Member Bates announced he would be attending “Lake County Days” in Tallahassee next week. The spring softball games will begin next week and will run through the end of March.

Council Member Goodgame commented on the Montverde Academy basketball games. The American Association of Retired People is seeking a location to provide senior tax return services and City Manager Gray will provide an update on the status. Mr. Goodgame requested Development Services Director Hollerand and the Code Enforcement Officers assist with the dying pine trees in the Kings Ridge subdivision.

Council Member Mullins provided copies and an overview of the Lake County Tourism Tax memorandum he received.

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Council Member Travis reported the South Lake Chamber of Commerce breakfast will be held at the Wesley Center at First United Methodist Church on Friday, February 17, 2017 at 7:15am. Ms. Travis complimented Parks and Recreation on the recent camp out event. She thanked City Manager Gray for having the white road stripes painted on a curve known as deadman's curve in Lake County.

Mayor Ash commented she read to a Lost Lake Elementary third grade class for Literacy Week on January 26, 2017, gave a presentation on the role of the Mayor at the Employee Academy on January 27, 2017, attended the catamaran sailing regatta on January 28, 2017, spoke at the Daughters of the American Revolution Awards Ceremony on February 3, 2017, and welcomed people to the Lake County Caribbean American Association's High Tea on February 11, 2017.

PUBLIC COMMENTS

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

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 January 10, 2017 Regular Council Meeting minutes, the January 17, 2017 Special Council Meeting minutes, and the January 24, 2017 Regular Council Meeting minutes.

Item No. 2 – Auditor Selection Committee

Consider approval of Auditor Selection Committee.

Item No. 3 – Utility Service Agreement

Consider request for a Utility Service Agreement for wastewater for Dr. Khadrah Medical Offices located at the northeast corner of Mohawk Road and Citrus Tower Boulevard in Minneola.

**Item No. 4 – South Lake Chamber of Commerce
*Lease Agreements and Budget Amendment***

Consider approval of agreement terminating the May 10, 2011 lease agreement with the South Lake Chamber of Commerce and approval of a new lease agreement with the South Lake Chamber of Commerce and a budget amendment to the General Fund in the amount of \$55,000.

**Item No. 5 – Resolution No. 2017-06
*Fire Strategic Plan***

Consider approval of Fire Department Strategic Plan for years 2017 – 2022.

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Item No. 6 – Resolution No. 2017-07
Agreement and Budget Amendment

Consider a resolution approving an interlocal agreement between the City and Lake County for the joint development of a canoe/kayak course at Waterfront Park and a budget amendment to the General Fund in the amount of \$60,000.

Item No. 7 – Resolution No. 2017-08
Four Party Agreement

Consider a resolution approving an agreement between the City, Lake County, South Florida Canoe Kayak Club, and the Central Florida Sports Commission for the development of a canoe/kayak course at Waterfront Park.

Item No. 8 – Department of Homeland Security
Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application

Consider approval of Fire Department request to submit a SAFER grant application for the funding of nine (9) additional firefighter positions.

Item No. 9 – Personnel Request and Budget Amendment

Consider Fire Department request to add six (6) additional firefighter positions effective April 1, 2017 and a budget amendment to the General Fund in the amount of \$307,216.

Item No. 10 – Road Closure and Event Request

Consider request to allow The Pink Bow Foundation to host their inaugural “Spring & Flower Festival” on May 6, 2017.

Item No. 11 – Event and Open Container Request

Consider allowing the Caribbean American Association of Lake County (CAALC) to have an open container area for their “Caribbean Jerk Festival” event on June 10, 2017 at Waterfront Park.

City Manager Gray pulled Items 2, 8, and 9 to provide clarification.

Council Member Mullins pulled Item 10.

Council Member Goodgame pulled Items 5 and 6.

Council Member Goodgame moved for approval of Items 1, 3, 4, 7, and 11; seconded by Council Member Bates. The motion passed with all members present voting aye.

Finance Director VanZile stated the current audit agreement has expired and the Finance Department would like to do a Request For Proposal for an auditor. The requirements are to create an auditor selection committee to advise Council on a recommendation. The prior makeup of the committee consisted of the City Manager, Finance Director, Finance Manager, and a Council appointment and a resident appointment. Staff is recommending the same format.

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City Manager Gray stated Council Member Travis and Jim Purvis have expressed an interest and agreed to service on the committee. City Manager Gray recommended approval of appointing Ms. Travis and Mr. Purvis to serve on the auditor selection committee.

Council Member Mullins moved to accept the City Manager's recommendation of Ms. Travis and Mr. Purvis; seconded by Council Member Bates. The motion passed with all members present voting aye.

Council Member Goodgame requested Fire Chief Bishop discuss the Fire Department Strategic Plan. Fire Chief Bishop provided an overview of the Fire Department Strategic Plan and the role of the plan in the accreditation process.

City Manager Gray stated the canoe/kayak course would be owned by the City; however, the Tourism Development Council will pay for the course.

Council Member Bates asked if the course was removable when not in use. City Manager Gray indicated the course was removable.

Council Member Goodgame moved for approval of Items 5 and 6; seconded by Council Member Bates. The motion passed with all members present voting aye.

City Manager Gray stated the City did not receive the SAFER grant applied for during the last grant application cycle and will be reapplying in the upcoming cycle. The funding for the nine positions will be for three years.

City Manager Gray commented the Fire Department is short on paramedics and the City has expended 17,000 hours in overtime pay. The hiring of six additional members would reduce overtime and provide for floater personnel on every shift.

Council Member Mullins moved for approval of Items 8 and 9; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Mullins asked if The Pink Bow Foundation would be charging the downtown merchants for using space in front of the merchant's stores. Pink Bow Foundation Board Member Abigail Santiago stated the merchants would not be charged for using space.

Council Member Mullins moved for approval of Item 10; seconded by Council Member Bates. The motion passed with all members present voting aye.

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UNFINISHED BUSINESS

Item No. 12 – Ordinance No. 2016-38, *Introduction – South Lake Medical Arts Center*

Deputy City Clerk Noak read Ordinance 2016-38 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.

Council Member Goodgame moved for introduction of Ordinance 2016-38; seconded by Council Member Bates. The motion passed 4 to 1 on a roll call vote with Council Member Travis in opposition.

Items 13, 14, and 15 were heard consecutively and voted on separately.

Item No. 13 – Resolution No. 2016-42 *South Lake Medical Arts Center, Conditional Use Permit*

Deputy City Clerk Noak read Resolution 2016-42 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting an amendment to a Conditional Use Permit (Resolution 1485) to allow for multi-family use.

Item No. 14 – Variance Request *South Lake Medical Arts Center*

Item No. 15 – Variance Request No. 2 *South Lake Medical Arts Center*

Senior Planner Kruse commented the conditional use permit request was originally considered at the December 13, 2016 Council meeting; however, the request was tabled to February 14, 2017 to allow the applicant and adjacent property owners additional time to discuss changes to the development proposal.

The site is 12 acres and located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard. In 2006 the site was approved for a 116,000 square foot office complex with a parking garage. The site was developed with professional offices, with the exception of two 14,000 square foot building pads that were proposed as three-story buildings. The applicant does not foresee the development of these building pads as professional offices since there is available office space surrounding the hospital.

The owner is requesting to convert the use to a multi-family development of 144 units to serve the medical community. The majority of the units will be one-bedroom units. Studio units and two-bedroom units are also proposed. Staff recommended approval of the conditional use permit request.

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Senior Planner Kruse stated the variance request to allow for a building height of 70 feet was originally considered at the December 13, 2016 Council meeting; however, the request was tabled to February 14, 2017 to allow the applicant and adjacent property owners additional time to discuss changes to the development proposal. Staff recommended denial of the variance request.

Senior Planner Kruse commented Variance Request 2 was based on City Council discussion at the December 13, 2016 hearing. The applicant has modified the original site plan, which created the need to request a second variance for the project. The applicant is seeking a variance to reduce the number of dumpster enclosures required by the Land Development Code. The applicant is proposing one trash compactor with two bins. Each bin would have a 3 to 1 ratio over one dumpster, equaling the same amount of cubic yards when compacted on site. The compactor is proposed to be completely enclosed within the building pad of the residential building and would not be visible from the outside. Staff recommends denial of Variance Request 2.

New conditions were received from the owner and reviewed by staff. Staff is agreeable to the new conditions for the Conditional Use Permit. The document was distributed to the City Council.

Attorney Jimmy Crawford; representing Belgian Capital Fund, LLC., stated they have a signed agreement with the doctors. Attorney Crawford presented a layout of the plan which separates the two properties.

Mayor Ash opened the public hearing.

Attorney Allison Strange; representing the doctors, stated that an agreement was reached with the doctors; however, the resurfacing of the parking area was a matter which was not resolved. The owner and the doctors have agreed to allow the matter to be determined by the City Council. The position of the doctors was for the owner to have the entire site repaved, and have the repaving condition included in the owner's Conditional Use Permit. The position of the owner was the \$50,000 settlement was inclusive of the resurfacing. The doctors consider the \$50,000 payment was for the separation of the site into two communities.

City Attorney Mantzaris asked of the relationship between the conditional use permit and the resurfacing. Attorney Strange stated the new access points to the apartments are not developed and the apartment builders would have to utilize the current access.

Attorney Crawford commented there was very little common areas as the doctors own the individual buildings. The common areas consist of the stormwater, and lighting. The reserve for the doctors will be overfunded with the \$50,000 payment. A construction easement is included in the separation agreement, which states the owner must pay for any damages.

City Attorney Mantzaris stated the City has not seen the agreement between the owner and the doctors. There is going to be a necessary process for the separation and any Council decision will be conditioned on the separation. There is a certain amount of common area which currently exists and there would need to be confirmation as to the responsibility of the common areas. The property was a code enforcement issue, which included maintenance issues.

Attorney Crawford stated the common areas, utilities, and any easements will be reviewed by city staff during the site review process.

Council Member Goodgame would like the item tabled until all of the agreements are in place.

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Council Member Travis spoke in opposition of the proposed project.

Attorney Crawford announced the road resealing issue was resolved.

City Attorney Mantzaris stated staff can work through any additional issues regarding the future maintenance during the site review process. The process includes a separation of the two areas and the owner and doctors have to work with staff, so many of the ownership issues will be resolved.

Council Member Bates expressed concern of the two egresses onto the property. Brian Denham; Denham Engineering, stated the access points have enough separation for refuse and fire truck access and turn around. The parking garage has standpipes for fire truck access to water. City Manager Gray commented emergency vehicle access would be reviewed during the site review process.

Council Member Mullins asked of the fence material. Mr. Denham stated the fence would be aluminum.

Council Member Bates inquired if the complex could be a condominium as opposed to apartments. Attorney Crawford stated the apartments would be built to condominium standards; however, there was no intent at this time to sell the units as condominiums.

Council Member Goodgame asked of amenities for children. Attorney Crawford commented the apartments will be marketed for adults; however, there will be a pool and a picnic area.

Council Member Bates moved for approval of Resolution 2016-42 and including the 10 additional conditions presented; seconded by Council Member Mullins. The motion passed 4 to 1 with Council Member Travis in opposition.

Council Member Mullins moved for approval of the building height variance request; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Travis in opposition.

Council Member Mullins moved for approval of Variance 2; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Travis in opposition.

Item No. 16 – Ordinance No. 2017-01 *Final, Al Roznowski Services, LLC., Commercial Solid Waste*

Deputy City Clerk Noak read Ordinance 2017-01 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, under the Code of Ordinances of the City of Clermont, granting a garbage collection franchise to Al Roznowski Services, LLC., providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

City Manager Gray stated the ordinance was a standard agreement for a commercial franchise for the collection of garbage within the City of Clermont.

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

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Council Member Mullins moved for approval of Ordinance 2017-01; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Item No. 17 – Ordinance No. 2017-03 *Final, Municipal Service Taxing Unit*

Deputy City Clerk Noak read Ordinance 2017-03 aloud by title only.

An Ordinance of the Code of Ordinances of the City of Clermont, Lake County, Florida, adopted pursuant to Section 125.01(l)(q), Florida Statutes (1999), consenting to the inclusion of the City of Clermont, Florida, within the county-wide Municipal Service Taxing Unit for the provision of ambulance and emergency medical services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said Municipal Service Taxing Unit for a specified term of years; providing for severability, effective date and publication.

City Manager Gray stated the agreement is an agreement with Lake County to include the City of Clermont in the Municipal Taxing Unit for the provision of ambulance and emergency medical services. There have been discussions to provide these services ourselves in the future. Staff recommended approval for one year.

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

Council Member Mullins moved for approval of Ordinance 2017-03; seconded by Council Member Bates. The motion passed 4 to 1 on a roll call vote, with Council Member Goodgame in opposition.

Item No. 18 – Ordinance No. 2017-06 *Final, Right of Way Closing, East Desoto Street*

Deputy City Clerk Noak read Ordinance 2017-06 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 60-foot right-of-way easement for East Desoto Street lying west of U.S. Highway 27 and north of lot 50a as recorded in the Plat of Lake Highland Co. 19-22-26 Plat Book 2 Page 38 Public Records of Lake County, Florida; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Senior Planner Kruse presented the request to close a portion of East Desoto Street located in the middle of the northern portion of a proposed development off U.S. Highway 27. The portion of East Desoto Street no longer serves as an access to homes or U.S. Highway 27. Staff recommended approval of the right-of-way closing.

Mayor Ash opened the public hearing.

Dale Mack; 13116 Summerlake Way, stated he owned the lot adjacent to the location of the property. Granting the closing would not allow an opportunity for small businesspersons to grow in the area. He stated currently he was not willing to sell the lots; however, he has been open to long and short-term lease agreements. Mr. Mack requested Council deny the request.

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Byron Carter; 1928 Brantley Circle, represented the applicant, Fonstock Real Estate Investments. Conceptual plans are in the early stages of development for potential venues such as entertainment, restaurants, or motels.

Council Member Mullins asked of the zoning of Mr. Mack's property. Staff verified the property was zoned R-3 Residential.

Ronaldo Camargo; 1949 Brantley Circle, stated he was one of the property owners requesting the right-of-way closing. The plans are to attract entertainment, restaurants, or hotels to provide jobs for the area.

Mayor Ash inquired of Mr. Mack's concern. Mr. Mack stated he felt closing the right-of-way would limit his development opportunity and restrict future business partners.

Council Member Mullins asked if Mr. Mack was of the understanding East Desoto Street would open onto U.S. Highway 27 in the future. Mr. Mack commented he was of the understanding the street would open onto U.S. Highway 27.

City Manager Gray stated staff had researched the possibility of the street opening onto U.S. Highway 27 and the Department of Transportation will not allow the street to open onto U.S. Highway 27.

Council Member Travis inquired of the right-of-way changing ownership should the street be closed. City Attorney Mantzaris stated the property would be owned by the property owners on each side of the right-of-way, which is the applicant. The concern of Council is whether the right-of-way will serve a future purpose as a road.

Council Member Goodgame moved for approval of Ordinance 2017-06; seconded by Council Member Mullins. The motion passed 4 to 1 on a roll call vote with Council Member Bates in opposition.

Item No. 19 – Ordinance No. 2017-07 *Final, Council Compensation*

Deputy City Clerk Noak read Ordinance 2017-07 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 2 "Administration", Article II "City Council", Section 2-33, "Compensation of Mayor and Councilmembers", providing that effective January 1, 2019, compensation for the Mayor and Council shall be \$650 per month and \$550 per month, respectfully, and shall be automatically adjusted annually thereafter by the consumer price index; providing for publication, codification, severability, conflict, and effective date.

City Manager Gray stated the Mayor had mentioned disparities in the Mayor and Council compensation. Staff conducted a survey and presented to Council at several workshops. Council Member Mullins suggested the City use the Consumer Price Index formula.

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Finance Director VanZile presented an overview of the survey conducted. The ordinance; effective January 1, 2019, proposes the salary for the Mayor in the amount of \$650 a month, and \$550 a month for Council Members. Effective January 1, 2020 and each year after, the compensation for the Mayor and Council Members would be adjusted based on the Consumer Price Index. The last compensation increase was approved in 1990 in the amount of \$400 per month for the Mayor and \$300 per month for the Council Members.

Mayor Ash opened the public hearing.

Choice Edwards; 2062 Dobson Street, suggested structuring any increase in the Council and Mayor compensation in a manner in which the increase can be declined or donated.

Jim Purvis; 4206 Hammersmith Drive, suggested the Council and Mayor bar themselves from ever benefitting from an increase while in office. Mr. Purvis suggested not using the Consumer Price Index.

Judy Proli; 1020 Everest Street, expressed concern of the substantial pay raise and mentioned amenities the Mayor and Council receive.

Mayor Ash presented a chart indicating the compensation comparison of other Lake County municipalities. It has been 26 years since the City of Clermont Mayor and Council Members received an increase. The population has increased, responsibilities have increased, there are more meetings and events to attend, and the amount of time to review meeting materials has increased. The current City Council and Mayor will not receive the increase as the increase is not effective until January 1, 2019.

Ms. Ash referred to Council Member Goodgame's letter to the citizens; which was cited in newspaper articles, of not believing in paying citizens to serve on the City Council, as the time involved is a contribution to the City and citizens of the community. Mayor Ash commented her and the Council Members time has value, and three of the Council Members have full time jobs which can require shuffling of their work responsibilities in order to serve the community. She stated Mr. Goodgame commented on not raising compensation when spending cuts are being made, and commented the Council has not addressed cutting spending. Increasing the Mayor and Council compensation will not create a financial burden on the residents or on the budget.

Council Member Mullins commented the Mayor and Council were not receiving free items or extra compensation. Mr. Mullins suggested removing the wording 'an increase' in relationship to the Consumer Price Index.

Council Member Travis stated citizens who she spoke to were embarrassed to discover the Mayor and Council had not had an increase in 26 years.

Council Member Bates was opposed to an increase. The Mayor and Council Members were aware of the compensation when they ran for office.

Council Member Mullins commented the Mayor and Council would not receive the compensation increase for the remainder of their terms. The Council should consider future mayors and council members. The Consumer Price Index is a fair method of compensation calculation and removes the compensation amount from City Council decision.

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Council Member Goodgame spoke in opposition of the increase. Future mayors and council members should want to hold office as a civic duty, not for compensation.

Council Member Mullins moved to adopt Ordinance 2017-07, striking the wording 'an increase' regarding the Consumer Price Index; seconded by Council Member Travis. The motion passed 3 to 2 on a roll call vote, with Council Members Goodgame and Bates in opposition.

Mayor Ash recessed the meeting at 8:55pm. Mayor Ash reconvened the meeting at 9:12pm.

NEW BUSINESS

Item No. 20 – Variance Request 291 Carroll Street

Senior Planner Kruse presented the request to allow a rear yard setback of 7 feet and an interior side yard setback of 2 feet to construct a detached garage in the rear portion of the property located at 291 Carroll Street. The 26 foot wide by 30 foot deep detached garage will be accessed from Third Street. The owner has room to place the garage in front of the home and meet setbacks; however, the view of Sparkling Water Lake would be obstructed and the visual aspect of the garage would decrease the appearance and aesthetics of the home. Staff recognizes the home is already a non-conforming home and the request would increase the non-conforming use. Staff recommended denial of the variance request.

Todd Brandenburg; Applicant, stated the house sets back further on the property and placing a garage in front of the home would obstruct the neighbors view of the lake.

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

Council Member Mullins asked of moving the proposed garage closer to the home. Mr. Brandenburg commented a bedroom would not receive sunlight should the proposed garage be located closer to the home.

Council Member Mullins inquired if any trees would need to be removed. Mr. Brandenburg stated some shrubbery and perhaps a lemon tree would need to be removed.

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

Item No. 21 – Variance Request Magnolia Park

Senior Planner Kruse presented the request to allow the elimination of trees in the landscape buffer along rights-of-way along Sunburst Lane. The Magnolia Park Homeowners Association would like to remove the trees and replant them in the subdivisions common areas to prevent further damage to the brick wall and the City sidewalk. Staff is not opposed to the request; however, one of the eight criteria to grant a variance request has not met a positive finding and staff must recommend denial of the variance request.

Barbara Rights; Sentry Management/Magnolia Park Homeowners Association, stated there were 22 trees along Sunburst Lane which were left in their baskets with the tie-downs intact. The Lake County Forestry Department advised the trees have stunted root growth and the roots are growing in a circular pattern.

City of Clermont
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The trees will have a tendency to topple in a storm. The brick wall was damaged and the City has recently repaired the sidewalk damaged by the tree roots. The removal of the trees will prevent unnecessary liability to property and people. Ms. Rights indicated the initial removal and relocation of 9 trees may possibly provide more room for the remaining 13 trees.

Mayor Ash opened the public hearing.

Richard Prasse; 3257 White Blossom Lane, commented the trees were growing well and should not be removed. The trees would be difficult to remove and relocate due to their size. The damage to the wall is not noticeable from the road and the damage to the sidewalk has been repaired. Mr. Prasse requested denial of the variance request.

Mayor Ash closed the public hearing.

Council Member Mullins stated an option would be to move the wall and asked of the type of trees which would be removed. Ms. Rights stated the trees are a type of oak with a life expectancy of 40 years.

Council Member Goodgame commented the sidewalk and wall would continue to suffer damages by tree roots and would like all of the trees to be removed. Ms. Rights indicated leaving some of the trees will allow a canopy to remain and the preference is to remove the trees in phases.

Council Member Mullins was in favor of phasing the tree removals.

Council Member Goodgame moved to approve the removal of 9 to 10 trees; seconded by Council Member Bates.

Council Member Bates commented the application did not specify the number of trees.

Council Member Goodgame amended the motion to approve the variance request; seconded by Council Member Bates. The motion passed with all members voting aye.

Item No. 22 – Ordinance No. 2017-10 *Introduction, Right of Way Closing, Lake Shore Drive*

Deputy City Clerk Noak read Ordinance 2017-10 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 40 foot right-of-way of Lake Shore Drive lying north of Lots 11 thru 18, Block 117, as recorded in the plat of Johnson's Replat Plat Book 8 Page 71 Public Records of Lake County, Florida; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Council Member Mullins moved for introduction of Ordinance 2017-10; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Item No. 23 – Ordinance No. 2017-11 *Introduction, West Lake Small Scale Comprehensive Plan Amendment*

Deputy City Clerk Noak read Ordinance 2017-11 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.

Council Member Mullins moved for introduction of Ordinance 2017-11; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 24 – Ordinance No., 2017-12 *Introduction, West Lake Rezoning*

Deputy City Clerk Noak read Ordinance 2017-12 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved for introduction of Ordinance 2017-12; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 25 – Ordinance No. 2017-13 *Introduction, Victory Pointe, LLC. Small Scale Comprehensive Plan Amendment*

Deputy City Clerk Noak read Ordinance 2017-13 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.

Council Member Mullins moved for introduction of Ordinance 2017-13; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Item No. 26 – Ordinance No. 2017-14 *Introduction, Victory Point, LLC. Rezoning*

Deputy City Clerk Noak read Ordinance 2017-14 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 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved for introduction of Ordinance 2017-14; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 27 – Ordinance No. 2017-15 *Introduction, Anderson Hill Annexation*

Deputy City Clerk Noak read Ordinance 2017-15 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.

Council Member Mullins moved for introduction of Ordinance 2017-15; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame in opposition.

Item No. 28 – Ordinance No. 2017-16 *Introduction, Anderson Hill Small Scale Comprehensive Plan Amendment*

Deputy City Clerk Noak read Ordinance 2017-16 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.

Council Member Mullins commented a site plan was not included in the Council packet. City Manager Gray stated a site plan would be included for the final hearing.

Council Member Mullins moved for introduction of Ordinance 2017-16; seconded by Council Member Bates. The motion passed 3 to 2 with Council Members Travis and Goodgame in opposition.

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Item No. 29 – Ordinance No. 2017-17 *Introduction, Anderson Hill Rezoning*

Deputy City Clerk Noak read Ordinance 2017-17 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 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved for introduction of Ordinance 2017-17; seconded by Council Member Bates. The motion passed 3 to 2 with Council Members Travis and Goodgame in opposition.

Item No. 30 – Ordinance No. 2017-18 *Introduction, Tommy's of Clermont Annexation*

Deputy City Clerk Noak read Ordinance 2017-18 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.

Council Member Mullins moved for introduction of Ordinance 2017-18; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 31 – Ordinance No. 2017-19 *Introduction, Tommy's of Clermont Small Scale Comprehensive Plan Amendment*

Deputy City Clerk Noak read Ordinance 2017-19 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.

Council Member Mullins moved for introduction of Ordinance 2017-19; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Item No. 32 – Ordinance No. 2017-20 *Introduction, Tommy's of Clermont Rezoning*

Deputy City Clerk Noak read Ordinance 2017-20 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 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved for introduction of Ordinance 2017-20; seconded by Council Member Bates. The motion passed with all member present voting aye.

Item No. 33 – Ordinance No. 2017-21 *Introduction, The Shops at WaterBrooke Rezoning*

Deputy City Clerk Noak read Ordinance 2017-21 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 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved for introduction of Ordinance 2017-21; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 34 – Ordinance No. 2017-22 *Introduction, Density Bonus Criteria*

Deputy City Clerk read Ordinance 2017-22 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Land Development Code of the City of Clermont by addition Section 122-249, Density Bonus Criteria; setting forth standards and regulations of the criteria for the density bonus; and providing for conflict, severability, codification and an effective date.

Council Member Mullins moved for introduction of Ordinance 2017-22; seconded by Council Member Bates. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 9:51pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Special Event Request		
Requested Action		
Recommend approval for 10 events with temporary structure for 2017.		
Staff Report		
The applicant, Dane Pontzius with Stormy Hill Harley-Davidson, is requesting the Council's consideration in approving 10 open-air events with a temporary structure for the calendar year 2017 at the Harley-Davidson dealership located at 2480 S. Highway 27. The applicant has submitted a letter with the tentative dates and times for the proposed events. The land development code requires this kind of request to come before the Council since it is more than one permit per year. The applicant has previously received Council approval for multiple events in a year.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Special Event Application	2017 Special Events Application.pdf	
2. Map	Map.pdf	



CITY OF CLERMONT
Temporary Structure Permit
or Open Air Sales Permit
Application

PROJECT or BUSINESS NAME (if applicable): Stormy Hill Harley-Davidson

APPLICANT & CONTACT PERSON: Dane Pontzius

Address: 2480 S. HWY 27

City: Clermont State: FL Zip: 34711

Phone: 352-243-7111 Fax: 352-243-5811

E-Mail: d.pontzius@stormyhillharley.com

OWNER: Janice Malik

Address: 2480 S. HWY 27

City: Clermont State: FL Zip: 34711

Phone: 352-243-7111 Fax: 352-243-5811

Type of Structure & Size (tent, etc): 20x40 Open air tent 800 sq. ft.

Proposed location of structure, Event or Open Air Sale (attached site plan, map, aerial, etc. as needed to demonstrate proposal): See map

Description of operation or event (attach additional information as necessary): See attached document with dates & descriptions.

Date(s) for which permit is requested: See attached

Hours of operation: See attached

I /we, the undersigned property owner / applicant, do hereby state that I /we have ready the City of Clermont's regulations for Temporary Structure Permits and will abide by these regulations. By signing below said property owner understands that should the temporary structure not be erected and removed by the dated specified above, subsequent requests for a Temporary Structure Permit may be denied.

Dane Pontzius
Applicant Name (print)

x [Signature]
Applicant Name (signature)

JANICE MALIK
Owner Name (print)

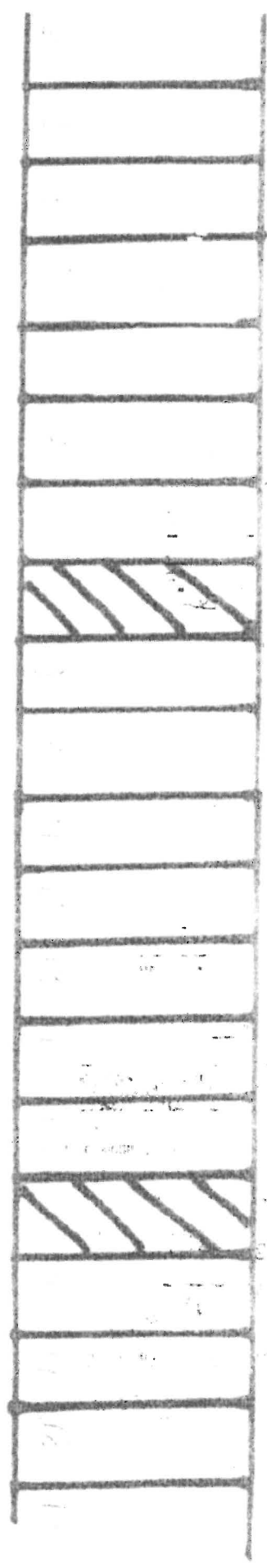
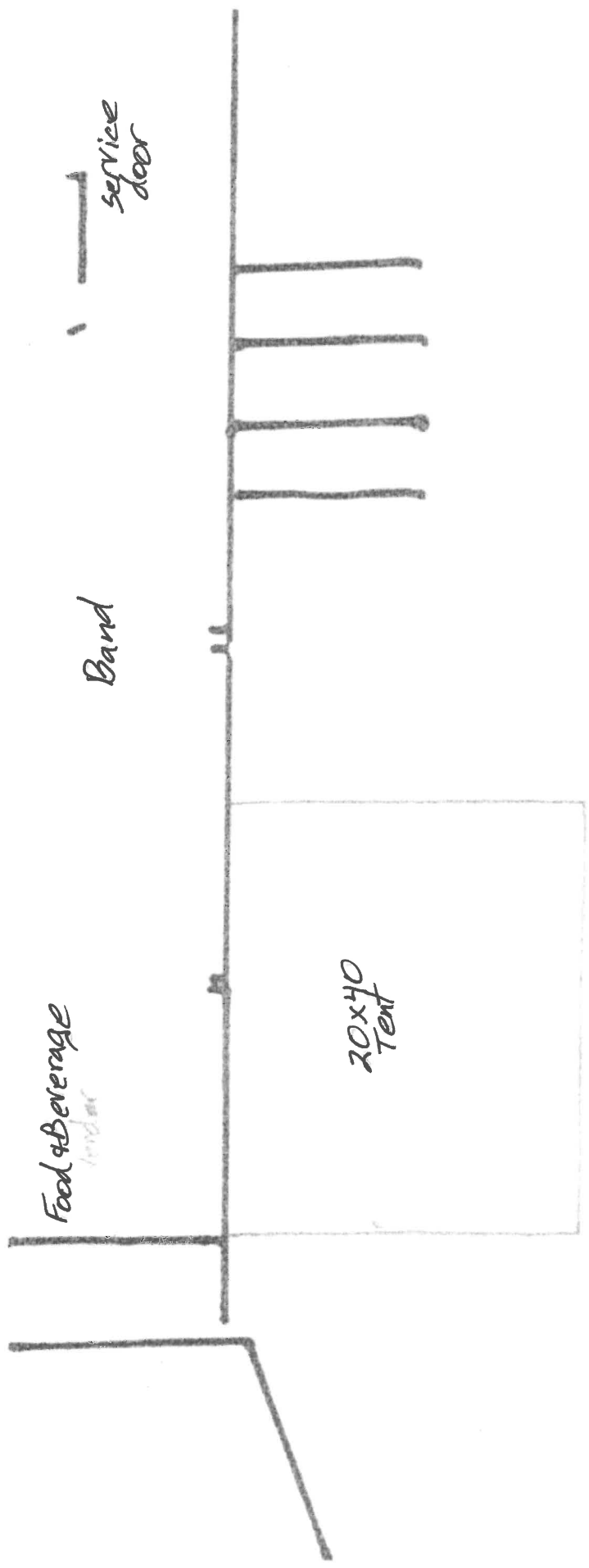
x [Signature]
Owner Name (signature)

NOTE: The desired dates requested for the Temporary Structure or Event Permit must extend from the date the structure is proposed to be erected through the date the structure is proposed to be removed. Temporary Structure Permits for more than 10 days or for more than one (1) time/year, must be scheduled on the agenda and requested of the Clermont City Council, and shall be considered at a public meeting.

Approved by the City of Clermont

Date

Notes: _____



Stormy Hill Harley-Davidson
2480 S. HWY 27
Clermont FL, 34711
Ph: 352-243-7111
Fax: 352-243-5811

To City Council,

We are requesting the permission to use a 20x40 open air tent for the events listed below for the year of 2017. Thank you for your consideration!

March 4th

- Bike week kickoff party
- Hours of operation: 9am-3pm
- Band and food. 200 people

April 28th-30th

- Leesburg Bikefest
- Hours of operation: Friday 9am-6pm, Saturday 9am-6pm, Sunday 10am-2pm
- Food, Venders, Bands. About 200 people per day

May 19th-21st

- Tent Sale
- Hours of operation: Friday 9am-6pm, Saturday 9am-4pm, Sunday 10am-3pm
- 100 to 150 people per day.

June 3rd

- Anniversary Party
- Hours of operation: 9am-4pm
- Band and food. 200 to 300 people.

September 22nd



- Open House
- Hours of operation: 9am-4pm
- Band and food.

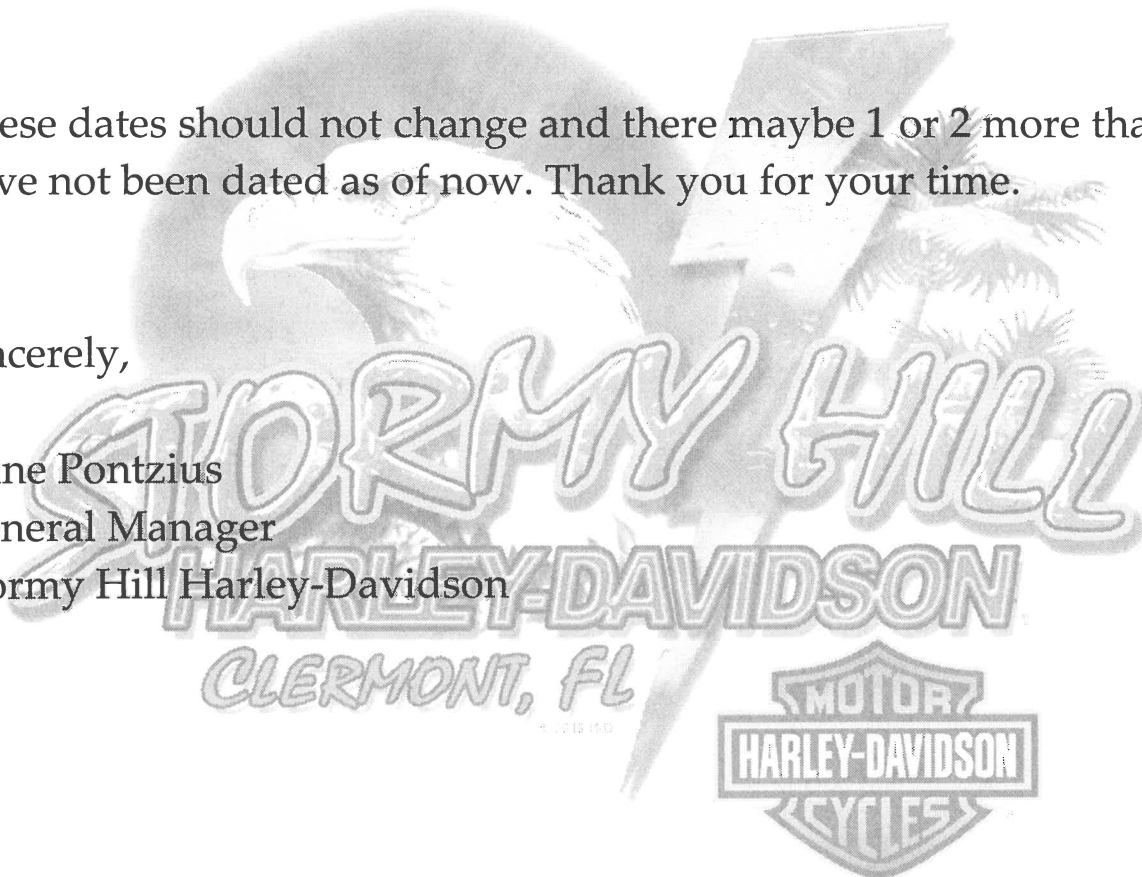
November 4th

- Vet Ride
- Hours of operation: 9am-4pm
- Food and Band.

These dates should not change and there maybe 1 or 2 more that have not been dated as of now. Thank you for your time.

Sincerely,

Dane Pontzius
General Manager
Stormy Hill Harley-Davidson

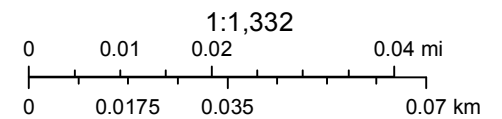


Stormy Hill Harley Davidson



February 8, 2017

- | | | | |
|---|-----------------|---|----------------------|
|  | County Boundary |  | Property Name |
|  | Street Names |  | Tax Parcels |
|  | Local Streets |  | Surrounding Counties |





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and RC Development Group, Inc.		
Staff Report		
The Purchasing Department, Public Works Department and the Environmental Services Department recommend approval of the above action. The Purchasing Department issued a Request for Proposal (RFP) number 17-008 on October 20, 2016 to obtain the services of a qualified firm to remove existing 10,000 fuel tank and install a new one. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFP. An evaluation committee composed of five (5) City staff members (four voting members and one non-voting member) reviewed, scored and ranked the proposals. RC Development Group, Inc. was the top ranked firm selected for their qualifications, knowledge and experience. The Purchasing Director entered into negotiations with the top ranked firm RC Development Group, Inc. which resulted in a revised scope of work and additional services being provided by the respondent. See attached revised scope of work. The award recommendation is being made to the most qualified respondent RC Development Group, Inc.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$167,950 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 17-008 Evaluation Summary	RFP 17-008 Evaluation Summary.pdf	
2. Revised Scope of Work	Exhibit A.pdf	



City of Clermont Evaluation Summary

RFP No. 17-008 PROJECT TITLE: 10,000 Gallon Commercial Fuel Tank

Meeting Location and Time:

December 21, 2016 at 1:30 PM 2nd Floor Small Conference Room

Evaluation Committee Members:

Tim Cayton	Fleet Manager
David VanDever	Assistant Public Works Director
Bob Reed	Assistant Environmental Services Director
Brian Camp	Sanitation Manager
Freddy Suarez	Purchasing Director (non-voting member)

	Points Received	Points Received	Points Received	Points Received	Total Points	Ranking
K.C. Petroleum	55	51	55	60	221	2
Adams Tank & Lift	15	10	12	15	52	3
RC Development	65	53	57	62	237	1

Notes:

The Evaluation Committee scored each response and ranked them according to the total number of points received.

Scope of Work

City of Clermont Fuel Tank

Removal

1. Remove existing piping, pump sumps, pumps and island form and haul off
2. Pour concrete over removal areas 3000 psi fiber mesh
3. Degas existing AST and haul off
4. Haul off sludge's and wastewater from degassing activity

Installation

1. Provide and install (1) 10,000 gallon Fireguard horizontal AST with ladder and tank mounted fill box
2. Provide and install (1) ¾ HP submersible pump and leak detector
3. Provide and install (1) 95% overfill limiter
4. Provide and install (1) Pneumercator clock gauge with alarm and Kruger float interstitial gauge
5. Provide and install (1) electronic solenoid valve and syphon valve on AST
6. Provide and install (1) cap/adaptor access
7. Provide and install Tank Tent extension on new AST with overhead door enclosure
8. Provide and install (1) Bennett electronic twin hose (gallons only) dispenser
9. Provide and install (2) spring hose reels with 25' x 1" hose, nozzle, whip hose, swivel
10. Provide an install all tank signage
11. Mount tank to existing foundation
12. Provide and install 3" steel fill piping and epoxy coat
13. Provide and install stainless steel product piping – with welded flanged ends
14. Provide and install bravo dispenser sump
15. Provide electrical service as follows:

Wiring to new twin hose dispenser at AST

Wiring to new electronic solenoid valve at AST

Wiring to existing card reader relocated next to AST

Wiring to new submersible pump at AST

Provide extra conduit for future area light at AST

Provide tank bonding

16. Perform start up and checkout of new system
17. Provide and install upgrade software to existing Card Reader for electronic pump
18. Purge and calibrate dispenser
19. Clean up of all debris
20. Complete all FDEP registration paperwork
21. Provide site plan and tank details showing new tank installation and removal for permitting
19. Obtain permits and pay permit fees
22. Provide training on system
23. Provide all closeout documents

Notes

1. City to cut and remove section of existing containment wall for access
2. City to provide verification of existing foundation thickness and construction for bldg. dept.
3. Proposal so based on Bldg. dept. accepting existing foundation construction for new AST
4. City to provide future area and light and installation
5. City to pour any concrete drive area outside of existing containment area
6. City to pump down existing product in AST to 12" from bottom
7. Proposal is based on site not having any discharges and thus no formal Env. Assessment required
8. Proposal based on utilizing existing power panel and Card Reader system
9. Proposal does not include any contaminated soil removal or disposal – this work to be completed on a time and material basis
10. Proposal based on City arranging temporary fueling source while operations are down

**City of Clermont
Public Works Fueling Facility**

2. Tank in Existing Containment Base Bid \$ 75,000 -

Add-on Options

- | | |
|--|--------------------|
| a. Add tank tent with door at end of AST | \$ <u>6,300 -</u> |
| b. Add overspill box mounted to AST | \$ <u>1,750 -</u> |
| c. Add welded S.S. pipe and flange ftgs (pdct pipe only) | \$ <u>3,500 -</u> |
| d. Install Twin hose dispenser system vs suction pump
Fill pipe in black steel and bravo sump under dispenser | \$ <u>15,800 -</u> |
| e. Complete removal of existing underground piping | \$ <u>9,500 -</u> |
| f. Remove existing island form and repour conc. | \$ <u>1,600 -</u> |
| g. (2) spring rewind hose reels with 25' hose & hardware | \$ <u>3,000 -</u> |
| h. Move card reader system to proposed location and
Provide extra conduit for future area light | \$ <u>1,500 -</u> |

Total

\$ 117,950

Note: this option will require the County to supply a source of temporary fueling during the time of construction as the existing AST will be removed from the containment dike early in the project commencement.

Note: During the pre-bid meeting it was submitted that the existing double walled system has never had a discharge which produced soil or groundwater contamination. Therefore, a formal closure assessment is not required upon abandonment & removal of the old system.

Note: City of Clermont to cut opening in existing containment wall opening and perform concrete boring on foundation.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Scope of Services		
Requested Action		
Recommend to approve the scope of services proposal for the East Water Reclamation Facility Expansion Filter project in the amount of \$163,102.00 as part of the plant expansion.		
Staff Report		
Environmental Services requests the approval of the scope of services for the Expansion Filter as provided by Tetra Tech as part of the plant expansion.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount of \$163,102.00 is included in the approved Fiscal Year 16/17 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$163,102.00	44535-66900-35114 - Cap Out - Pro Svc - WWT Facility Exp.	\$327,290.00
Exhibits Attached (copies of original agreements)		
1. EWRF Filter Proposal	EWRF Filter Proposal.pdf	



February 3, 2017

Mr. Paul Roy
Environmental Services Director
City of Clermont
3335 Hancock Rd.
Clermont, FL 34711

**Subject: City of Clermont
Professional Engineering Services Proposal for the
East Side Water Reclamation Facility Expansion Filter Project**

Tt # 200BP Gen/Clermont

Dear Mr. Roy:

Tetra Tech is pleased to furnish this proposal for professional engineering services to complete the filter improvements at the East Side Water Reclamation Facility. A detailed scope of services, compensation summary, and project implementation schedule are attached.

We look forward to serving the City of Clermont on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Approval:

Tetra Tech

City of Clermont

A handwritten signature in blue ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

By: _____
Typed Name: Gail L. Ash, Mayor

Attachments

Date: _____

BAF/ab/EWRF Filters/Roy020317

C: Brian A. Foulkes, P.E., Tetra Tech

Tetra Tech

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com

ATTACHMENT A
CITY OF CLERMONT, FLORIDA
EAST SIDE WATER RECLAMATION FACILITY
EXPANSION FILTER PROJECT

SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City of Clermont's East Side Water Reclamation Facility (EWRF) has a permitted design capacity of 4.0 million gallons per day (MGD) and employs the Modified Ludzack-Ettinger (MLE) Process as well as filtration to provide high levels of treatment. Effluent from the WWTP provides reclaimed water for irrigation within the City's service area or it is discharged to rapid infiltration basins.

The existing filtration system for the EWRF includes two filter structures, each with multiple cells. The existing filtration system employs a continuous backwash deep-bed filtration technology. The City has decided to replace the existing filters with a cloth media type filter system due to the age and maintenance requirements of the existing filters in addition to the need for an increase in capacity. The project includes an evaluation cloth filter system that can be installed within the existing structures as well as new stand-alone systems installed in prefabricated steel vessels. Filters will be sized for the projected future flows as provided by the City.

Professional services will include preliminary design, final design, permitting, bidding services, and construction administration services. Services rendered shall be performed in accordance with the City of Clermont/Tetra Tech, Inc. Continuing Contract and Agreement for Professional Services dated December 9, 2014.

II. SCOPE OF SERVICES

A. Preliminary Design

An evaluation of filtration alternatives and conceptual design will be provided under this phase of work. The following steps will be completed:

1. Attend a project kickoff meeting to confirm the project goals and objectives and conduct a walk-through of the filter systems to confirm dimensions and equipment layout is consistent with the record drawings.
2. Develop preliminary list of filtration options for evaluation. It is anticipated that up to four filter equipment options will be considered.
3. Review record drawings, shop drawings, and performance data regarding the existing systems.
4. Survey of the elevations in the secondary clarifiers, effluent filters, and chlorine contact structures to verify hydraulic profile elevations and the areas around these structures.
5. Contact personnel at other WWTPs that utilize the filter equipment being evaluated to discuss performance, operational problems, and modifications that may have been implemented to correct any deficiencies.

6. Set up and attend site visits to local installations for the different filter systems being evaluated that are currently in operation.
7. Perform process and hydraulic calculation to size the filtration facilities and the related piping.
8. Estimate capital costs for the various options and consider non-monetary factors to develop a recommendation regarding filter equipment selection.
9. Prepare a draft technical memorandum summarizing the findings, conclusions, and recommendations resulting from completion of the above tasks.
10. Attend one (1) review meeting with the City to discuss the draft technical memorandum.
11. Finalize the draft technical memorandum pursuant to the review meeting with the City.

B. Final Design

The final design will result in the preparation of bidding and contract documents, engineering drawings, and technical specifications, which will be submitted to the City for review at 60-, 90- and 100-percent completion levels.

1. The 60-percent submittal will generally include: layout of the filter equipment and structures in plan view, including electrical plan sheets. Key cross sections may also be prepared that demonstrate areas of potential conflicts or other space constraints. Draft technical specifications will also be presented at this stage.
2. The 90-percent submittal will generally include: updated plan view drawings, all cross sections, the completed project manual (technical specification, bidding and contract documents), and a final opinion of probable construction costs. Estimate of costs will be based on previous bid tabulations, vendor quotes and estimates provided by contractors. All comments received from the 50-percent submittal will be addressed in this submittal.
3. The 100-percent submittal will incorporate all comments received from the 90-percent submittal with the project ready for bidding.
4. Drawings will be prepared using the latest version of Revit. The project manual will contain bidding, contractual documents (Divisions 0 and 1) and technical specifications for bidding and construction (Divisions 2 through 16). The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) in Microsoft Word. Three (3) sets of drawings and specification will be provided to the City for each review. A review meeting will be held with the City following each submission.
5. A geotechnical evaluation for use in the design of the slab on grade if free standing steel filter structures are the selected alternative will be furnished if needed. The City will be billed for this service only if it is necessary.

C. Permitting

Tetra Tech will prepare and submit the following permit applications and supporting documentation to obtain regulatory permits for construction and operation the proposed facilities. Tetra Tech will also respond to requests for additional information (RAIs) from permitting agencies to clarify the original applications. All permit application fees will be paid by the City.

1. Complete FDEP Permit Application Form 62-620.910(11) for the proposed improvements as a "Minor Modification" to the existing facilities and respond to RAIs.

2. Provide supporting documentation to the selected contractor to support an application for a building permit from the City.

D. Bidding and Award

Upon advertisement of the project by the City, Tetra Tech will assist the City with bidding of the project and will complete the following tasks:

1. Provide electronic copies of the bid documents for City to issue.
2. Attend one (1) pre-bid conference and one (1) site visits with prospective bidders.
3. Prepare and issue addenda, as approved by the City, containing clarifications or technical revisions that become apparent during bidding.
4. Review and tabulate bids, evaluate the low bidder's qualifications, and make recommendations regarding award of the contract.
5. Conform the construction documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda to bid packages or changes initiated by the City.

E. Construction Administration Services

During the construction phase of the project, Tetra Tech will perform the following tasks:

1. Prepare for and attend at one (1) preconstruction meeting.
2. Attend nine (9) periodic progress meetings and observe progress of the construction after the meetings. Limited meetings are anticipated due to the fact that lead times for equipment will consume the bulk of the contract time.
3. Review shop drawings to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents.
4. Review monthly applications for payment.
5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
6. Review change order requests and prepare documentation as required.
7. After successful demonstration tests and upon written request by the Contractor, conduct a substantial completion inspection of the Project with the City and distribute a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended. Upon written request by the Contractor, conduct a reinspection to confirm that substantial completion punch list items have been addressed and subsequently provide a substantial completion certification to City.
8. Upon written request by the Contractor, conduct a final completion inspection of the Project with the City to determine if the project is finally complete and compile and distribute a punch list of items to be addressed. Upon written request by the Contractor, conduct a reinspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the City.
9. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents as

prepared by the City's representative. Prepare record drawings for the City's use from information provided by the Contractor delineating the dimensions, location, and elevation of all facilities constructed. Provide the City with an electronic file of record drawings and three (3) sets of prints of the record drawings.

10. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

III. COMPENSATION SUMMARY

The proposed compensation for the Scope of Services described in Section II is summarized below. Attachment B presents a detailed breakdown of the estimated compensation for the Scope of Services.

Task	Compensation
A. Preliminary Design	\$35,381
B. Final Design	\$77,449
C. Permitting	\$4,108
D. Bidding and Award	\$8,557
E. Construction Administration	\$37,608
Total	\$163,102

Note: Task B, Final Design includes an allowance of \$5,000.00 for a geotechnical investigation. This work will only be completed if needed to facilitate the design of new stand-alone filtration facilities and if authorized in writing by the City.

IV. SCHEDULE

The anticipated delivery schedule for the project is presented below:

Task	Task Duration (Weeks)	Cumulative Weeks from NTP
Draft Preliminary Design Memorandum	8	8
City Preliminary Design Memorandum Review	2	10
Final Preliminary Design Memorandum	1	11
60% Design Submittal	8	19
City 60% Design Review	2	21
90% Design Submittal	4	25
City 90% Design Review	2	27
100% Design Submittal	2	29
Permitting (Begin at 90% Completion)	8	33
Bidding and Award	8	37
Construction Administration	39	76

V. SERVICES NOT INCLUDED

- A. Survey beyond the limits identified above.
- B. Cost of advertising the project shall be paid for by the Owner.
- C. Services related to any type of testing.

Price Proposal		Labor Plan													Attachment B				
		13 Resource																	
EWRP Expansion Filter Project																			
Replacement of existing Dynasand filters with disc filters.																			
Submitted to: City of Clermont																			
															Pricing by Resource				
Contract Type: Lump Sum																			
Total Labor Hrs		Senior Project Manager	Project Manager	Engineer III - Process	Engineer IV - Structural	Engineer IV - Electrical	Engineer III - Electrical	CAD Designer	Electrical CAD Designer	Senior Project Administrator	Construction Administrator	Sr. Surveyor, PSM	Survey Party Chief	Surveyor	Labor	Subs	ODCs	Task Pricing Totals	
Project Phases / Tasks		1,348	28	148	383	49	10	202	328	44	57	63	4	16	16	155,182	5,500	2,420	163,102
A. Preliminary Design		292	14	56	108	6	-	24	32	8	8	-	4	16	16	34,831	-	550	35,381
1. Kick-Off Meeting & Site Visit		32	8	8	8			8								5,109			5,109
2. Review Filter Equipment Options		6		2	4											703			703
3. Collect & Review Data		20		2	8	2		8								2,419			2,419
4. Survey for Filters		36											4	16	16	3,330			3,330
5. Contact Filter References		4			4											357			357
6. Site Visits		16		8	8											2,097			2,097
7. Process & Hydraulic Calculations		20		4	16											2,121			2,121
8. Cost Estimates & Equipment Evaluation		30	2	8	16	4										3,892			3,892
9. Prepare Draft Preliminary Design Memorandum		108	4	16	32			8	32	8	8					12,349			12,349
10. Review Meeting		8		4	4											1,048			1,048
11. Prepare Final Preliminary Design Memorandum		12		4	8											1,406			1,406
ODCs		-															550		550
B. Final Design		639	13	29	114	34	8	104	272	24	41	-	-	-	-	71,399	5,500	550	77,449
1. 60% Drawings Submittal		277	-	9	32	12	-	40	184	-	-	-	-	-	-	29,780	-	-	29,780
1.1 General/Site/Demo		35		1	2				32							3,530			3,530
1.2 Structural		38			2	12			24							4,341			4,341
1.3 Filter and Process Piping		96		8	24				64							9,883			9,883
1.5 Electrical		74			2			32	40							8,401			8,401
1.6 Instrumentation		34			2			8	24							3,625			3,625
2. Project Manual (Bidding/Contract/Technical Specs)		60		4	16	8		16			16					6,726			6,726
3. Review Meeting		16	4	4	4			4								2,554			2,554
4. 90% Design Submittal		160			32	8		24	64	16	16					16,609			16,609
5. Review Meeting		13		4	4			4			1					1,661			1,661
6. Opinion of Cost		20			12			8								2,135			2,135
7. 100% Design Submittal		66		4	12	2		8	24	8	8					7,016			7,016
8. QA/QC & Coordination		20	8	4			8									3,904			3,904
9. Geotechnical		7	1		2	4										1,015	5,500		6,515
ODCs		-																550	550
C. Permitting		35	-	6	12	3	-	6	-	-	8	-	-	-	-	3,998	-	110	4,108
1. Prepare & Submit FDEP Form 62-610.910(11)		8		2	4						2					865			865
2. Respond to RAIs		5		1	2						2					513			513
3. Prepare Building Permit Documentation		14		2	4	2		4			2					1,692			1,692
4. Respond to RAIs		8		1	2	1		2			2					927			927
ODCs		-																110	110
D. Bidding and Award		71	1	13	15	2	-	6	8	4	-	22	-	-	-	8,447	-	110	8,557
1. Distribute Documents		9			1							8				924			924
2. Attend Prebid Meeting		4		4												691			691
3. Prepare Addenda		30	1	4	8	1		4	4	2		6				3,569			3,569
4. Attend Bid Opening		2		2												346			346
5. Bid Evaluation and Recommendation		7		1	2							4				769			769
6. Conform Documents		19		2	4	1		2	4	2		4				2,148			2,148
ODCs		-																110	110
E. Construction Administration		311	-	44	134	4	2	62	16	8	-	41	-	-	-	36,508	-	1,100	37,608
1. Attend Preconstruction Meeting		16		4	4			4				4				2,057			2,057
2. Attend Meeting/Conduct Periodic Site Visits		113		24	54			26				9				13,763			13,763
3. Review Shop Drawings		44		8	16	4		8				8				5,460			5,460
4. Review Applications for Payment		16			16											1,472			1,472
5. Respond to RFIs		32			16			8				8				3,426			3,426
6. Review Change Order Requests/Prepare Documentation		20		2	8		2	4				4				2,394			2,394
7. Substantial Completion Inspection		16		4	4			4				4				2,057			2,057
8. Final Completion Inspection		10			4			4				2				1,130			1,130
9. Prepare Record Drawings		36			8			4	16	8						3,809			3,809
10. Prepare Certifications		8		2	4							2				939			939
ODCs		-																1,100	1,100
Totals		1,348	28	148	383	49	10	202	328	44	57	63	4	16	16	155,182	5,500	2,420	163,102

**AGENDA ITEM**

Meeting Date	
Tuesday, February 28, 2017	
Agenda Item Name	
Surplus Property	
Requested Action	
Recommend to approve and declare end of life inventory as surplus from Parks and Recreation Department, Police Department, Finance Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of the Parks and Recreation Department, Police Department, and Finance Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Parks and Recreation Department: <u>Qty:</u> <u>Property Description</u> (1) Podium (1) Set of Microphone Receivers and Antenna Finance Department: <u>Qty:</u> <u>Property Description</u> (3) Broken Calculators (3) Cash Drawers (3) Check Validator / Receipt (1) Digital Check Scanner Police Department: <u>Qty:</u> <u>Property Description</u> (13) Rear Seats for 2016 Ford Interceptors (8) Rear Interior Door Panel (3) AG Neovo 15" Computer Monitor (6) EMachines 15" Computer Monitor (4) HP 15" Computer Monitor (2) HannsG 15" Computer Monitor (8) Acer 15" Computer Monitor (2) Lenovo 15" Computer Monitor (1) Gateway 15" Computer Monitor	

Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
Surplus property have no monetary value.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Parks and Rec Property Disposal	Parks and Rec Property Disposal.pdf	
2. Finance Department Property Disposal	Finance Department Property Disposal.pdf	
3. Police Department - Property Disposal	Police Department Property Disposal.pdf	

PROPERTY DISPOSAL FORM

Department: Parks & Recreation Property Tag #: N/A
Contact Person: Maritza Rivera Phone: 352-708-5989
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Podium

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 1/19/17

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

PROPERTY DISPOSAL FORM

Department: parks and recreation

Property Tag #: _____

Contact Person: christopher dudeck

Phone: 352-708-5997

Year / Make / Model: n/a

Vehicle No. n/a

Miles / Hours: _____

Serial / VIN: _____

Description of Property MICROPHONE RECEIVERS AND ANTENNA

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

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

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

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

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

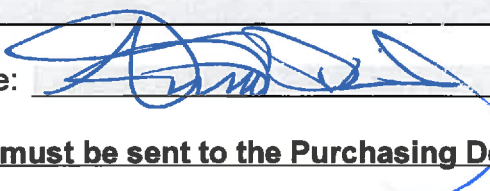
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

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

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: 

Date: 1/12/17

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

MODEL	SERIAL NUMBER	DESCRIPTION
SURE SLX4	1ME3114982-02	WIRELESS MICROPHONE RECEIVER
	1ME3114984-02	WIRELESS MICROPHONE RECEIVER
	1MC0703098-01	WIRELESS MICROPHONE RECEIVER
	1MC0703097-02	WIRELESS MICROPHONE RECEIVER
SURE UA844	10131054362	ANTENNA DISTRIBUTOR
SLX2 SM58	NSN	MICROPHONE

PROPERTY DISPOSAL FORM

Department: Utility Billing Asset Tag#: _____
Contact Person: Denise Ekas Phone: 241-7322
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 3 - Broken Calculators

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

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

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

Director Signature: [Signature] Date: 1/26/17

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

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

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

Asset Number: _____
Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Utility Billing Asset Tag#: _____
Contact Person: Denise Ekas Phone: 241-7322
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 3- Cash Drawers

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

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

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

Director Signature: _____

Date: 1/26/17

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

Date Approved by City Council: _____

Agenda Item: 1/26/17

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Utility Billing Asset Tag#: _____
Contact Person: Denise Ekas Phone: 241-7322
Year / Make / Model: 2003 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 3- check validator / Receipt

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: _____ Date: 1/26/17

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Utility Billing Asset Tag#: _____
Contact Person: Denise Ekas Phone: 241-7322
Year / Make / Model: 2003 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Digital Check Scanner

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

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

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

Director Signature: [Signature] Date: 1/16/17

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

Date Approved by City Council: _____ Agenda Item: 1/26/17

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

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

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Police

Property Tag #: _____

Contact Person: Brent Joyner

Phone: 352 536 4396

Year / Make / Model: _____

Vehicle No. Miles / Hours:

Serial / VIN: _____

Description of Property	Numerous vehicle door panels and rear seats
-------------------------	---

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

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

- ☐ **CANNALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature:

Date: 1-17-17

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

Date Approved by City Council: _____

Agenda Item: [REDACTED]

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number:

Police Department Vehicle Interior Surplus

<u>Qty:</u>	<u>Description</u>
13	Rear Seats for 2016 Ford Interceptors
8	Rear Interior Door Panel

PROPERTY DISPOSAL FORM

Department: Police

Property Tag #: _____

Contact Person: Brent Joyner

Phone: 352 536 4396

Year / Make / Model: _____

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: _____

Description of Property	computer monitors
-------------------------	-------------------

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: 

Date: 1-17-07

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Police Department Computer Monitor Surplus

3	AG Neovo 15" Computer Monitor
6	EMachines 15" Computer Monitor
4	HP 15" Computer Monitor
2	HannsG 15" Computer Monitor
8	Acer 15" Computer Monitor
2	Lenovo 15" Computer Monitor
1	Gateway 15" Computer Monitor



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Addendum to Utility Rate Study Agreement		
Requested Action		
Recommend to approve addendum to the Utility Rate Study Agreement with Public Resources Management Group for additional services in the amount of \$14,962.		
Staff Report		
The City entered into an agreement with Public Resource Management Group on February 26, 2016 to perform a Utility Rate Study. During the course of the study, additional services were requested to be performed. The additional services consisted of updating the study for Fiscal Year 2016 actual financial results, Fiscal Year 2017 adopted budget items, expanding the projection period to Fiscal Year 2022 and evaluating financing scenarios related to the Victory Pointe project. The cost of the additional services is \$14,962.		
Additional Analysis		
Fiscal Impact Summary		
Funds are available in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Addendum to Utility Rate Study Agreement	Addendum to Utility Rate Study Agreement - 2-1-17.pdf



Public Resources Management Group, Inc.

Utility, Rate, Financial and Management Consultants

February 1, 2017

Mr. Joseph E. Van Zile, CPA, CGFO
Finance Director
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

Subject: Agreement to Provide Additional Services to Update the Water, Wastewater, Stormwater and Sanitation Utility Rate Study

Dear Mr. Van Zile:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this proposal to provide additional consulting services to update the utility rate study for the City of Clermont, Florida (the "City" or "Client"), which was substantially completed on August 31, 2016. The original agreement to perform the rate study was dated February 26, 2016 and included a not-to-exceed budget of \$49,800. Based on discussions with City staff, additional services are requested to update the study results for subsequent events that have occurred since the project was substantially completed. Based on the description of additional services as discussed in more detail below, we propose to increase the total project costs for additional services by \$14,962 as shown in Attachment A. If approved, this amount would increase the total project cost to \$64,762.

SCOPE OF SERVICES

The scope of additional services to be performed by PRMG is shown in the proposed cost estimate or Attachment A following this letter. The additional services include the following tasks as approved by City staff: 1) update the financial forecast for the year-ending FY16 actual financial results; 2) update the financial projections based on the Adopted FY17 Operating and Capital Budgets; 3) expand the study period to include the five (5) fiscal years ending FY18 through FY22; 4) evaluate up to five (5) capital financing scenarios and debt alternatives as provided by the City's Financial Advisor; and 5) additional meetings as may be necessary to review and finalize the updated results. Please refer to Attachment A.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the terms of the original contract dated February 26, 2016.

Mr. Van Zile
City of Clermont
February 1, 2017
Page 2

COMPENSATION AND BILLING

Based on the Scope of Services as summarized above and in Attachment A, we propose to increase the total project costs for additional services by \$14,962. If approved, this amount would increase the total project cost to \$64,762. A summary of the cost proposal is summarized below:

Description	Amount
Original Budget	\$49,800.00
Amount Billed	\$44,942.14
Existing Budget Remaining [*]	\$4,857.86
Proposed Addendum	\$14,962.00
Revised Budget	\$64,762.00
Amount Available	\$19,819.86
[*] As of Invoice 9506 dated Sep. 29, 2016 for the period ending August 31, 2016.	

If approved, the total amount available of \$19,819.86, which includes the amount available as of August 31, 2016, should be adequate to support the requested tasks shown in Attachment A.

TERMS AND CONDITIONS

The terms and conditions of this proposed addendum are set forth in the original agreement dated February 26, 2016.

We appreciate the opportunity to submit this agreement to provide additional consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to PRMG.

Very truly yours,

Public Resources Management Group, Inc.



Henry L. Thomas
Vice President

ACCEPTED BY:

City of Clermont

Name

Title

Date

City of Clermont, Florida

Line No.	Principal	Associate	Rate Consultant	Rate Analysts	Administrative	Totals
Direct Labor Rates	\$ 185.00	\$ 150.00	\$ 105.00	\$ 75.00	\$ 55.00	
Remaining Tasks - Original Rate Study Scope of Services						
1 Preparation of Final Briefing Document & Study Report Summarizing the Results	2	4	12	8	8	34
2 Attendance of Two (2) Public Hearings	4	4	-	-	-	8
3 Project Management	1	-	-	-	2	3
4 Total Hours	7	8	12	8	10	45
5 Sub-total Remaining Tasks - Original Rate Study Scope of Services	\$ 1,295	\$ 1,200	\$ 1,260	\$ 600	\$ 550	\$ 4,905
Proposed Additional Services						
6 Staff Meeting to Review Draft Results as of August 31, 2016 (Held 01/27/2017)	3	3	3	-	-	9
7 Update Financial Forecasts for FY16 Actual Operating & Capital Results	1	4	14	-	-	19
8 Update Financial Forecasts for Final Adopted FY17 Operating & Capital Budgets	1	4	6	-	-	11
Expand Financial Forecast Study Period and Evaluation of Projected Revenue Sufficiency			-			
9 Development of Projected Revenue Requirements	-	4	6	-	-	10
10 Evaluate Funding for Capital Improvements & Flow of Funds Analysis	-	2	4	-	-	6
11 Rate Covenant / Fiscal Policy Compliance Analysis	2	2	2	-	-	6
12 Development Capital Financing Scenarios & Evaluate Debt Alternatives	2	4	8	-	-	14
13 Update Utility Rate Comparisons with Neighboring Utility Systems	-	2	4	12	-	18
Presentation of Study Results			-			
14 Teleconference and WebEx to Review Updated Results	2	2	2	-	-	6
15 One (1) Contingent On-site Staff Meeting to Review Final Presentation	3	3	3	-	-	9
16 All Other Tasks Included in Original Study Scope (Lines 1 and 2 Above)	-	-	-	-	-	-
17 Project Management	6	-	-	-	1	7
18 Total Hours	20	30	52	12	1	115
19 Sub-total Proposed Additional Services	\$ 3,700	\$ 4,500	\$ 5,460	\$ 900	\$ 55	\$ 14,615
Other Direct Costs						
20 Mileage and Tolls - 3 Trips						\$ 150
21 Allowance For Copy, Presentation, and Report Preparation						100
22 Allowance for Telephone, Delivery, and Other Project Costs						50
23 Total Other Direct Costs						\$ 300
24 Total Estimated Project Cost						\$ 19,820.00
25 Less Fee Remaining in Budget (As of Invoice 9506 on September 29, 2016)						4,857.86
26 Total Proposed Additional Services (Rounded)						\$ 14,962.00
27 Original Contract Fee						\$ 49,800.00
28 Total Proposed Cost of Original Study and Update						\$ 64,762.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, February 28, 2017											
Agenda Item Name											
Resolution No. 2017-10											
Requested Action											
Recommend to approve a trust agreement authorizing participation in the Florida Education Investment Trust Fund.											
Staff Report											
The Florida Education Investment Trust Fund (FEIT) was established via an interlocal agreement December 3, 2009, pursuant to Section 163.01 Florida Statutes. The goal of the FEIT is to provide a safe and liquid investment vehicle for all Florida public agencies. The FEIT was formed by school districts originally, but is open to investment by any public agency in the State of Florida. Standard and Poor's has assigned an AAAM rating to the FEIT, which is the highest rating for money market funds. The FEIT is a permitted investment within the guidelines of the City's investment policy. In addition, the City's investment advisor recommends participation in the FEIT as part of our overall investment strategy. It is anticipated that the FEIT will be used for funds available on a short term basis.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Resolution No. 2017-10</td><td>Resolution No 2017-10.doc</td></tr><tr><td>2.</td><td>FEIT Signatory Public Agency Addendum</td><td>FEITF_Signatory Public Agency Addendum.pdf</td></tr><tr><td>3.</td><td>FEIT Trust Agreement</td><td>FEITF Trust Agreement.pdf</td></tr></table>			1.	Resolution No. 2017-10	Resolution No 2017-10.doc	2.	FEIT Signatory Public Agency Addendum	FEITF_Signatory Public Agency Addendum.pdf	3.	FEIT Trust Agreement	FEITF Trust Agreement.pdf
1.	Resolution No. 2017-10	Resolution No 2017-10.doc									
2.	FEIT Signatory Public Agency Addendum	FEITF_Signatory Public Agency Addendum.pdf									
3.	FEIT Trust Agreement	FEITF Trust Agreement.pdf									

CITY OF CLERMONT
RESOLUTION NO. 2017-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA APPROVING A TRUST AGREEMENT AUTHORIZING PARTICIPATION IN THE FLORIDA EDUCATION INVESTMENT TRUST FUND; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont desires to approve a Trust Agreement authorizing participation in the Florida Education Invest Trust Fund;

NOW, THEREFORE, BE IT RESOLVED, that the Trust Agreement authorizing participation in the Florida Education Investment Trust Fund is hereby approved as follows:

SECTION 1.

The City Council does hereby approve the Trust Agreement authorizing participation in the Florida Education Investment Trust Fund, attached hereto and incorporated herein.

SECTION 2.

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-10

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 28th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Florida Education Investment Trust Fund Signatory Public Agency Addendum

BY THESE PRESENTS, the undersigned certify that the Public Agency has taken action to become a Signatory Public Agency of the Florida Education Investment Trust Fund, solely for the purpose of establishing the Trust Agreement as an interlocal agreement as authorized under Section 163.01, Florida Statutes.

The approval and execution of this Addendum to the Trust Agreement shall neither require nor serve to obligate the Public Agency to invest funds in the Trust nor shall it be deemed to designate the Public Agency as a Participant in the investment programs of the Trust.

WHEREFORE, the Public Agency by these presents authorizes the Public Agency to be a Signatory Public Agency of the Florida Education Investment Trust Fund.

Dated this the _____ day of _____, 20__.

Name of Public Agency

By: _____
Authorized Signatory

Attest: _____



Trust Agreement

Revised and Restated February 2013

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TRUST AGREEMENT

FLORIDA EDUCATION INVESTMENT TRUST FUND

Revised and Restated February 2013

THIS AGREEMENT AND DECLARATION OF TRUST ("Trust Agreement"), initially dated December 3, 2009, and restated November 29, 2011, is made and entered into by and among the Florida School Boards Association, Inc. (hereinafter the "FSBA"), the Florida Association of District School Superintendents, Inc. (hereinafter "FADSS") and the School Boards or Public Agencies which have agreed to become Signatory Public Agencies by execution of the addenda hereto.

WITNESSETH:

WHEREAS, pursuant to Section 218.415, Florida Statutes, school boards and other units of local government are authorized to invest and reinvest public funds in excess of the amounts they require to meet current expense, in certain enumerated investments as authorized by a school district or other public agency by resolution and permitted by law, and, in addition, such units of local government are authorized to invest and reinvest such surplus public funds in an intergovernmental investment pool created pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (Section 163.01 et seq., Florida Statutes); and,

WHEREAS, Section 163.01, Florida Statutes, authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under Section 163.01(7), Florida Statutes, or an independently elected county officer (each of the foregoing a "Public Agency"), to exercise jointly with any other similar Public Agency any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately; and,

WHEREAS, Section 163.01, Florida Statutes, further authorizes such Public Agencies to enter into contracts in the form of interlocal agreements to accomplish such purposes; and,

WHEREAS, it is the intent of the Signatory Public Agencies to create an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Florida Statutes and that this Trust Agreement shall serve as the interlocal agreement for such purpose as authorized by Section 163.01, Florida Statutes; and,

WHEREAS, by resolutions duly adopted, the Signatory Public Agencies hereby create an

intergovernmental investment pool pursuant to this Trust Agreement which serves a governmental purpose for said Public Agencies and is therefore in the best interests of said Public Agencies, their officials, officers, and citizens in that such a program will offer diversified and professionally managed portfolios to meet investment needs, will result in economies of scale that would create greater purchasing powers, and will thereby lower the costs traditionally associated with the investment of the assets of said Public Agencies; and,

WHEREAS, each of the Signatory Public Agencies has duly undertaken all official actions necessary and appropriate to become a party to this Trust Agreement for the purpose of establishing it as an interlocal agreement; and,

WHEREAS, each of the Participants has duly undertaken all official actions necessary and appropriate to become a party to this Trust Agreement and to perform hereunder, including, without limitation, the establishment of written investment policies and the enactment of any resolutions or the undertaking of other actions required pursuant to Section 218.415, Florida Statutes or other applicable law and regulations; and,

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Trust Agreement shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or the Administrator; and,

WHEREAS, the Signatory Public Agencies anticipate that other school districts or other Public Agencies may wish to become Participants (as defined herein) by adopting this Trust Agreement and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Trust Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Trust Agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I – DEFINITIONS

For purposes of this Trust Agreement, the following terms shall have the meanings set forth herein:

(a) **“Administrator”** means the Plan Administrator as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Plan or any aspects of it.

(b) **“Advisor”** means the Investment Advisor as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases,

sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

(c) **“Code”** means the Internal Revenue Code of 1986, as amended, and any regulations adopted pursuant thereto.

(d) **“Custodian”** means a qualified public depository as defined in Section 280.02(26), Florida Statutes, selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

(e) **“Financial Officer”** shall be the person designated by a Participant as the legal representative to the Trust for the school district or Public Agency and who shall be the person who is empowered to invest funds of the Participant.

(f) **“Fund”** or **“Trust Fund”** means all money and other property acceptable to the Trustees, contributed by the school districts or other Public Agencies pursuant to this Trust Agreement, all investments made therewith and proceeds thereof and all earnings and profits thereon less payments and expenses authorized in this Trust Agreement.

(g) **“Participant”** means a school district, a political subdivision of the state, or an instrumentality of a political subdivision or of the state authorized by Section 163.01, Florida Statutes to participate in an interlocal agreement (i.e., a “Public Agency”).

(h) **“Permitted Investments”** means those investments which the Trustees are authorized to place Trust Funds in as authorized by the Florida Education Investment Trust Fund Investment Policy and Guidelines as may be from time to time approved by the Participants.

(i) **“Public Agency”** means those entities described in Section 163.01(3)(b), Florida Statutes.

(j) **“Separate Account”** means a Separate Account established for a Participant under the Trust Agreement which is invested by the Trustees or the Investment Advisor appointed by the Trustees.

(k) **“Signatory Public Agency”** means a School District or Public Agency which has agreed to be a signatory to this Trust Agreement for the purpose of creating an interlocal agreement as authorized by Section 163.01, Florida Statutes. Such Signatory Public Agencies may, but are not required to be Participants in the investment programs created by the Trustees;

(l) **“Trustees”** means the persons or entities selected by the FSBA and FADSS to serve as Trustees pursuant to the terms of this Trust Agreement, or their successors.

ARTICLE II – CREATION OF TRUST

2.1 **Creation of Trust.** By these presents, a common law trust is hereby established by this Trust Agreement. The Trust shall be called the “Florida Education Investment Trust Fund” (the

"Trust"). So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name (and the word "Trust") wherever used in this Trust Agreement, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, or accountants of the Trustee, nor shall such term refer to the Signatory Public Agencies nor Participants. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State of Florida or the United States so as to protect and reserve the right of the Trust in and to such name.

2.2 Contributions to the Trust.

(a) All contributions that a Participant makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust Fund. The Trustees shall, and hereby agree to, hold such funds in trust, along with the income, appreciation or depreciation and expenses thereon, if any. Contributions to the Trust shall only be made by a Participant.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust Fund, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Trust Agreement. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Trust Agreement allocated to them as fiduciaries.

2.3 Valuation and Allocation – Commingled Funds and Separate Accounts. The Trustees shall hold the Trust Fund as a commingled fund or commingled funds in which each separate Participant shall be deemed to have a proportionate undivided interest in the fund or funds in which it participates and such commingled fund or funds may be invested, administered, managed and otherwise dealt with hereunder as a commingled fund. Further, the Trustees, or their Designee, shall create and maintain a Separate Account for each Participant based upon information provided by the Participant and as communicated to the Trustees. Such Separate Accounts shall be maintained on the books and records of the Trustees and are for accounting and recordkeeping purposes only and, except as otherwise specifically provided herein, do not require a segregation of Trust assets to each account nor do they restrict the Trustees or Investment Advisor with respect to the investment of Trust assets which may be commingled as a single fund. Further, such records maintained by the Trustees, or their Designee, shall be adequate to disclose the interest in the Trust of each Participant and shall be available to a Participant for inspection.

(a) The Trust shall be allocated among Separate Accounts. Notwithstanding the foregoing paragraph, each fund or asset of the Trust that is identified by the Trustees, or their Designee, as allocable to a particular Participant (i.e., an "identified fund" or "identified asset"), as well as the income, appreciation or depreciation and expenses attributable to any particular Separate Account or to an identified asset thereof, shall be allocated or charged to that Separate Account.

(b) Contributions to and distributions from the Trust shall be allocated and charged to each Participant Separate Member Account to which they relate.

(c) Upon the direction of a Participant, or by a person entitled to such information under the applicable state laws, if any, the Trustees, or their Designee, shall periodically determine the value of each Separate Account on such basis as the Trustees determine appropriate in their judgment and discretion (considering the value of Trust assets and property allocated to each Separate Account, including contributions and distributions, income, appreciation or depreciation and expenses attributable to each Separate Account). The Trustees, or their Designee, shall render a statement thereof to the Participant, or such person who is entitled to such information under the applicable state laws, if any, within such time, in such format and containing such information as may be agreed upon between the Participant and the Trustees after each valuation date. The Trustees shall ensure that all documents which underlie such statements are available for inspection by Participants.

(d) Asset valuation shall be conducted in accordance with the standards set forth in Section 736.08135, Florida Statutes, or in the manner prescribed in any successor to such section of law.

2.4 Trustees' Duties. The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants, or from any other person or entity, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees only shall be accountable for transfers and contributions made to the Trust Fund in accordance with the terms of this Trust Agreement.

The powers, rights, and obligations of the Trustees shall be established and governed solely by this Agreement.

2.5 Qualification of Trust. This Trust is intended to be exempt from income tax pursuant to Section 115 of the Internal Revenue Code, as amended, and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Internal Revenue Code, as amended.

2.6 Purpose; Participant Requirements; Changes of Incumbency.

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with Florida law permitting school districts and other Public Agencies to pool monies they have available in their treasuries, which is not immediately required to be disbursed, with the same such monies in the treasuries of other school districts or Public Agencies, in order to take advantage of investments and maximize net interest earnings in accordance with, and as permitted by, the provisions of Sections 218.415 and 163.01, Florida Statutes or other laws of the State of Florida, from time to time in effect, governing the investment of monies of a school district or other Public Agency, and as extensively as allowed by law. No Participant shall be required to appropriate any

funds or levy any taxes to establish or contribute to this Trust. The Board of Trustees may provide for the payment or repayment of any establishment expenses from the earnings of the Trust.

(b) Only those school districts or other Public Agencies which adopt this Trust Agreement and have complied with the provisions of this section may become Participants. The Financial Officer empowered to invest funds of each school district or Public Agency or such other person designated by the Participant to serve in such capacity (such representative shall be referred to herein as the "Financial Officer"), shall be the legal representative to act for and on behalf of such school district or Public Agency for purposes of this Trust Agreement.

(c) Each school district or Public Agency adopting this Trust Agreement, and otherwise complying with the provisions hereof, shall become a Participant only upon depositing into the Trust the minimum total investment as that amount is established from time to time by the Trustees. Initially, and until changed by affirmative action of the Trustees, the minimum total investment shall be ten thousand dollars (\$10,000.00) for each account. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the shares and close the account; provided that thirty days' (30) prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established, prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Financial Officer of a school district or Public Agency shall become disabled, die, resign, or be removed from office, or the office shall otherwise become vacant, or such Financial Officer shall no longer be authorized to act on behalf of such Participant as a Financial Officer, any funds placed in the Trust by such Financial Officer shall be held hereunder for the benefit of the school district or Public Agency for which he or she was acting at the time the vacancy or termination of authority occurred. Any Financial Officer assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Financial Officer on behalf of such Participant, shall become the succeeding legal representative of the school district or Public Agency by filing written notification of such with the Trustees in a form acceptable to the Trustees.

2.7 Location. The Trust shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Trustees may, from time to time determine. The initial office of record of the Trust shall be: Florida Education Investment Trust Fund, in care of the Florida School Boards Association, Inc., 203 South Monroe Street, Tallahassee, Florida 32301. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

2.8 Trustees; Signatory Public Agencies and Participants. No Signatory Public Agency or Participant, nor any or its officers, employees, agents or representatives shall have any liability under this Trust Agreement as a result of service by its superintendent or one of its school board members on the Board of Trustees.

ARTICLE III - TRUST OPERATIONS

3.1 Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements and restrictions of this Trust Agreement. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Trust Agreement, as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Trust Agreement. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

3.2 Permitted Investments. The Trustees shall have the following investment powers:

(a) To conduct, operate and provide an investment program for the pooling of surplus funds of a school district or Public Agency to take advantage of investments and to maximize net interest earnings in Permitted Investments described in the Florida Education Investment Trust Fund Investment Policy and Guidelines as may be modified from time to time upon prior notice being provided to the Participants;

(b) For such consideration as they may deem proper and as may be required by law, to subscribe for, invest in, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

3.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected in accordance with the standards and practices authorized by Sections 736.0801 through 736.0804 and 736.0807 through 736.08135, Florida Statutes, or the any successors to such statutes.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the

right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.4 Disposition of Assets. The Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

3.5 Taxes. The Trustees shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To dispute, settle and compromise tax liabilities; and

(c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

3.6 Rights as Holders of Trust Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust corpus to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property) to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Advisor and the Custodian) the doing of such acts and things and the execution of such instruments, either in the name of the Trust or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

3.8 Collection Powers. The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;

(d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;

(g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

3.9 Powers: Payment of Expenses. The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Trust Agreement;

(b) To reimburse others for the payment therefore; and

(c) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Trust has contracted or transacted business.

The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. In addition to lawful compensation, the Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Trust Agreement to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than income received from the earnings of the Trust.

3.10 Borrowing and Indebtedness. The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) of this Trust Agreement.

3.11 Deposits. The Trustees shall have full and complete power to deposit, in such a manner as may now and hereafter be permitted by this Trust Agreement or applicable law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, Chapter 280, Florida Statutes.

3.12 Valuation.

The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Trust Agreement.

3.13 Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this section, the fiscal year of the Trust shall terminate on June 30 and commence on July 1 of each calendar year.

3.14 Self-Dealing Prohibited.

(a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person. The Trustees and any reviewing court should be guided by the provisions set for in the Code of Ethics for Public Officers and Employees (as set forth in Sections 112.313, 112.3143 and 112.3135, Florida Statutes, as may be amended from time to time) in construing whether actions undertaken improperly confer any special benefits.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Advisor or the Administrator or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian.

3.15 Investment Program. The Trustees shall use their best efforts to obtain, through the Advisor or other qualified persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for

reviewing and approving or rejecting the investment program presented by the Advisor or such other persons. Subject to the provisions of this Trust Agreement, the Trustees may delegate functions arising under this Section 3.15 to one or more of their number or to the Advisor.

3.16 Power to Contract, Appoint, Retain and Employ.

Subject to the provisions of this Trust Agreement, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

- (a) Serve as the Trust's investment advisor and consultant in connection with policy decisions made by the Trustees;
- (b) Serve as the Trust's administrator or co-administrators;
- (c) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;
- (d) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;
- (e) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;
- (f) Substitute any other person possessing the same minimum qualifications for any such person, such replacement to be made in the same manner as the original selection;
- (g) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and
- (h) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

3.17 Indemnification. The Trustees shall have full and complete power, to the extent permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any person with whom the Trust has dealings, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.

3.18 Remedies. Notwithstanding any provision in this Trust Agreement, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default

under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.19 Further Powers. The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Trust Agreement, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Trust Agreement, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

3.20 Sovereign Immunity. The Signatory Public Agencies and Participants consist of school districts or Public Agencies and, as such, they may be entitled to the benefits of sovereign immunity provided by Section 13, Art. X of the Florida Constitution and the laws of the State of Florida ("Sovereign Immunity"). Nothing contained in this Trust Agreement, whether by action or provisions hereof, shall constitute a waiver by a Signatory Public Agency or a Participant of any of the benefits of Sovereign Immunity. By way of example, and not by limitation, the participation of any Signatory Public Agency or Participant (or any Signatory Public Agency's or Participant's officer, employee, agent or representative) on the Board of Trustees or in any action, determination, or vote under this Trust Agreement, shall not effect a waiver of any of the benefits of Sovereign Immunity.

ARTICLE IV- INVESTMENT ADVISOR AND ADMINISTRATOR

4.1 Appointment. The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisors, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Investment Advisor (herein "Advisor") and an Administrator, and may grant or delegate such authority to the Advisor and the Administrator or to any other Person whose services are obtained by the Advisor or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries.

4.2 Duties of the Advisor. The duties of the Advisor shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Trust Agreement, the Trustees may authorize the Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to

effect such purchases, sales, or exchanges pursuant to recommendations of the Advisor, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Advisor. Nothing in this Trust Agreement or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Advisor to act for or on behalf of the Trust immediately upon written notice to the Advisor, upon a showing of reasonable cause to believe that the Advisor has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

4.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in an Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Administrator. Nothing in this Trust Agreement or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

4.4 Successors. In the event that, at any time, the position of Advisor or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Advisor or Administrator.

ARTICLE V - INVESTMENTS

5.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the Trust safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Trust Agreement and any other applicable provisions of law, as the same may be amended from time to time.

5.2 Restrictions Fundamental to the Trust. Notwithstanding anything in this Trust Agreement which may be deemed to authorize the contrary, the Trust:

(a) May not make any investment other than investments authorized by this Trust Agreement and the Permitted Investments list, as the same may be amended from time to time. In the event of any such amendment, the Participants shall be provided with advance notice of the proposed change through posting on the website to be established by the Trust;

(b) May not borrow money or incur indebtedness, whether or not the proceeds thereof

are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;

(c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending);

(d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

(e) May not purchase securities or shares of investment companies or any entities similar to the Trust.

5.3 Amendment of Restrictions. The restrictions set forth in Section 5.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the consent of a majority of the Participants, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of Florida and the United States as they may from time to time be amended.

ARTICLE VI - LIMITATIONS OF LIABILITY

6.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Advisor, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Advisor and the Administrator shall each have liability for its, his or her willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Trust Agreement. All Persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, advisor, consultant, administrator, etc., employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law, and specifically as provided by Section 736.0807, Florida Statutes, or by any successor to such section.

6.2 Liability to the Trust or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator and the Custodian) of the Trust

shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Advisor shall have liability for the willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Trust Agreement; *provided, however*, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

6.3 Indemnification.

(a) As used in this Section 6.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Advisor, the Administrator, and the Custodian).

(2) "Expenses" includes attorney fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall, to the extent of income or earnings of the Trust, indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he or she conducted him or herself in good faith, and (i) he or she reasonably believed that his or her conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(c) In no event may the Trust indemnify the Advisor or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him or her, in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her in connection with a proceeding by or in the right of the Trust. Indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Board of Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Board of Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Board of Trustees or the committee as specified above. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he or she has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (e) above that the facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants as soon as practicable, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

6.4 Surety Bonds. The Board of Trustees shall require the Trustees, the Advisor, the Administrator, any Custodian, the Auditor, and any other agent of the Trust deemed by the Trustees appropriate, to give such surety and other bonds as the Board of Trustees from time to time determines are necessary to protect the Trust. The cost of any and all such bonds shall be paid as an expense of administration of the Trust. Such bonds shall be underwritten by companies rated in the highest tier by a nationally recognized rating agency.

6.5 Apparent Authority. No purchaser, seller, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property

paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

6.6 Representative Capacity; Recitals. Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Trust Agreement or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Trust Agreement and shall contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; *provided however*, that the omission of any recital pursuant to this Section 6.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.

6.7 Reliance on Experts. Each Trustee and each officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Advisor, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 Insurance. The Trustees shall obtain general and official liability and property damage insurance and errors and omission insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

ARTICLE VII - INTERESTS OF PARTICIPANTS

7.1 General. The beneficial interests of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of all of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Trust Agreement. Provided, further, that this

provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Trust Agreement or as provided by law.

7.2 Allocation of Investment Accounts.

(a) The Trustees in their discretion may from time to time allocate monies, in addition to the then allocated investment values, to the Participants in such amount and in such type of consideration (including, without limitation, income from the investment of Trust Property), at such time or times (including, without limitation, each business day), and on such terms as the Trustees may deem best.

(b) Monies may be allocated only to a school district or Public Agency that has become a Participant of the Trust in accordance with the terms of this Trust Agreement. A Participant may establish more than one account within the Trust for such Participant's convenience.

(c) Unless otherwise determined by the Trustees pursuant to the Trust Agreement, the minimum amount of funds which may be maintained in an account in the Trust by a Participant at any one time shall be ten thousand dollars (\$10,000.00).

7.3 Evidence of Investment. Evidence of each Participant's investment shall be reflected in a Share Register maintained by or on behalf of the Trust, and the Trust shall not be required to issue certificates as evidence of Share allocation. The Trustees shall use their best efforts to make the Share Register available for review by Participants on a website to be established by the Trust.

7.4 Redemptions. Payments by the Trust to Participants are for convenience referred to in this Trust Agreement as "redemptions." Any and all of a Participant's investment may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Trust Agreement. The Trust shall, upon application of any Participant, promptly redeem such Participant's investment equivalent to the proportionate interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be as adopted by the Trustees and as set forth in the Information Statement of the Trust, as the same may be amended from time to time; *provided, however*, except as set forth in Sections 7.5, 7.6 and 7.7, such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust by the redemption of a Participant's investment, and *provided further* that no early withdrawal or other penalty charges shall be imposed upon any Participant for the redemption or withdrawal of its funds from the Trust. In the event of any disagreement between a Participant and the Trust regarding the amount of the distribution upon redemption by a Participant, the Trust's accountant shall be deemed the final arbitrator of such dispute and shall provide the Trustees and the Participant with documents disclosing the method of calculating the amount distributed.

7.5 Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Trust Agreement, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for withdrawal of funds from the Trust for the whole or any part of any period;

(a) During which there shall have occurred any state of war, national emergency, act of

God, banking moratorium or suspension of payments by banks in the State of Florida or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment to a Participant, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

7.6 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater amount than is then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Trust Agreement, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

ARTICLE VIII - RECORD OF SHARES

8.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.

8.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars

of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

8.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

8.4 No Transfers of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption.

8.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Trust, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

8.6 Notices. Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Financial Officer, Superintendent and School Board Chairperson of all districts which are Participants in the Trust.

ARTICLE IX – RECORDS AND REPORTS

9.1 Inspection of Records. The records of the Trust shall be open to inspection by any Participant at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants through a website to be established by the Trust.

9.2 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets, liabilities, operations, changes in investments and earnings thereon, and changes in net assets of the Trust, prepared in conformity with generally

accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. The Participants shall be permitted to review the annual report submitted by the Trustees. This review is to establish that the Trust is operating in compliance with the Trust Agreement as set forth herein.

The Trustees shall keep accurate minutes of all meetings of the Board of Trustees and shall use best efforts to post such minutes on the website to be established by the Trust.

In addition, the Trustees shall furnish to the Participants at least quarterly an interim report prepared in conformity with generally accepted accounting principles containing an unaudited balance sheet of the Trust as at the end of such quarterly period and statements showing details of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X - TRUSTEES AND OFFICERS

10.1 Number, Qualification and Succession of Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided.

(b) The number of Trustees shall initially be eight (8) voting Trustees and two (2) *ex officio* Trustees and shall thereafter be fixed from time to time by the mutual agreement of the Florida School Boards Association, Inc. (FSBA) and Florida Association of District School Superintendents, Inc. (FADSS), *provided, however*, that the number of Trustees shall at no time be less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term. FSBA shall appoint four initial Trustees for a three year term and FADSS shall appoint four initial Trustees for a three year term. Thereafter, as terms expire, the original appointing organization will appoint successors. The Executive Director of the FSBA and the Executive Director of FADSS shall serve as *ex officio* Trustees with all of the powers of the other Trustees except for the power to vote on matters coming before the Board of Trustees. Every year as of January 1st, a Certificate of Trustees which lists the Trustees who shall serve for the forthcoming calendar year shall be prepared and posted on the website established by the Trust.

(c) The Trustees shall be natural persons. All of the Trustees appointed by the FSBA shall be duly elected school board members. All of the Trustees appointed by FADSS shall be duly elected or appointed school superintendents.

(d) Trustees shall be appointed as provided in Section 10.4 hereof. No such appointment shall become effective, however, until the person appointed qualifies for such office by delivering to the Chairperson of the Board of Trustees a writing signed by him or her (i) accepting such appointment, and (ii) agreeing to be bound by the terms of this Trust Agreement. Qualification must be completed within twenty (20) days after such person is notified of his or her appointment, and

failure to meet this requirement shall void the appointment.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Trust Agreement.

(f) Upon the appointment and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

(g) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

10.2 Organizational Trustees. In accordance with Section 10.1(b), the following persons are appointed as initial Trustees:

FSBA: Bill Graham, Palm Beach County School Board

FSBA: Hazel Sellers, Polk County School Board

FSBA: Walter Miller, Manatee County School Board

FSBA: Dr. Al Williams, Volusia County School Board

FADSS: Dr. Joe Joyner, St. Johns County Superintendent

FADSS: Alberto Carvalho, Miami-Dade County Superintendent

FADSS: Ed Pratt-Dannals, Duval County Superintendent

FADSS: Dr. Alexis Tibbetts, Okaloosa County Superintendent

10.3 Vacancies.

(a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:

If a person who was duly appointed fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment;

(ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;

(iii) If a person who was duly appointed becomes disabled or dies during his or her term of office;

(iv) If a person who was duly appointed ceases to meet the requirements for the

office of Trustee;

(v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 USC §§101 *et seq.*);

(vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or

(vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Trust Agreement or to revoke any existing agency created pursuant to the terms of this Trust Agreement, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance.

10.4 Appointment; Term of Office.

(a) Trustees are appointed for terms of three years.

(b) Any vacancy on the Board of Trustees may be filled by an appointee qualified under the terms of this Trust Agreement selected by the FSBA or FADSS (depending on which organization appointed the departing Trustee), but such appointment is valid only for the then unexpired portion of the term.

(c) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.

10.5 Resignation and Removal.

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the Chairperson and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed for good cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

10.6 Officers and Advisors. The Trustees shall annually designate a Chairperson who shall be the Chief Executive Officer of the Trust and a Vice Chairperson, who shall have such duties as the Trustees shall deem advisable and appropriate. The positions of Chairperson and Vice Chairperson shall rotate between a Trustee appointed by the FSBA and a Trustee appointed by FADSS. The initial Chairperson, Bill Graham, is a Trustee who is appointed by the FSBA and the initial Vice Chairperson, Dr. Joe Joyner, is a Trustee who is appointed by FADSS. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairperson to appoint, one or more Assistant Secretaries and Assistant Treasurers, and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more officers, except those of Chairperson and Vice Chairperson, may be held by the same person. The Treasurer, the Secretary, the Advisor, the Administrator, the Custodian and Legal Counsel may attend meetings of the Trustees but, except in the case of a Treasurer or a Secretary who may be a member of the Board of Trustees, shall have no voting power.

10.7 By-Laws; Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Trust Agreement, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

**ARTICLE XI -
DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO
PARTICIPANTS**

11.1 Net Asset Value. The net asset value of each allocated Share of the Trust shall be determined once on each business day at 8:00 a.m. Eastern Time for the prior business day, or such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in an Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

11.2 Retained Reserves. The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants

against contingent liabilities.

ARTICLE XII – CUSTODIAN

12.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Trust Agreement, the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be a qualified public depository as provided in Section 280.02, Florida Statute.

12.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Custodian.

12.3 Disbursement and Collection Agent. The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; *provided, however*, that, in every case, such Disbursement and Collection Agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state designed qualified public depository.

12.4 Successors. In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XIII - RECORDING OF TRUST AGREEMENT

13.1 Recording. This Trust Agreement and any amendments hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem appropriate. Without limiting the generality of the foregoing, this Trust Agreement will be filed with the applicable circuit court or courts pursuant to Section 163.01, Florida Statutes and this Trust Agreement shall be effective upon such filing. Each amendment so filed, recorded or lodged shall be accompanied by a Certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Trust Agreement, containing or restating the original Trust Agreement and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Trust Agreement and the various amendments thereto.

ARTICLES XIV
AMENDMENTS TO TRUST AGREEMENT AND PERMITTED INVESTMENTS LIST;
TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Trust Agreement or Permitted Investments List; Termination.

(a) The provisions of this Trust Agreement and the Permitted Investments list may be amended or altered, or the Trust may be terminated, by the affirmative vote of a majority of the Trustees provided, however, the affirmative vote of two-thirds of the Trustees entitled to vote shall be required to enact any amendment which would change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust, or which would diminish or eliminate any rights of the Participants. Substantive amendments to the limitations upon personal liability of the Participants and Trustees and to the prohibition of assessments upon Participants shall require the unanimous approval of all Trustees entitled to vote. No liability shall attach to the Trustees, however, for any failure or refusal on their part to act pursuant to the power granted in this subsection (a).

(b) Upon the termination of the Trust pursuant to this Section 14.1, the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Trust Agreement shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, *provided, however*, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees as aforesaid or a copy of the Trust Agreement, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

14.2 Duration. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.

ARTICLE XV – MISCELLANEOUS

15.1 Governing Law. This Trust Agreement is executed by the Signatory Public Agencies and delivered in the State of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of the State of Florida (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Trust Agreement shall lie in a court of competent jurisdiction in Leon County, Florida.

15.2 Counterparts. This Trust Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

15.3 Reliance by Third Parties. Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Trust Agreement, or (e) the form of any By-Laws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.

15.4 Provisions in Conflict with Law. The provisions of this Trust Agreement are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Florida laws, those conflicting provisions shall be deemed never to have constituted a part of this Trust Agreement, *provided, however*, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Trust Agreement or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

15.5 Section Headings. Any headings preceding the text of the several Articles and Sections of the Trust Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture of Trust nor affect its meaning, construction or effect.

15.6 Adoption by School Districts or Other Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any school district or Public Agency meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt and authorize the execution

of this Trust Agreement including, without limitation, adopting a written investment policy consistent with this Trust Agreement and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Trust Agreement or the Permitted Investments list, and (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken. A copy of this Trust Agreement may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) By joining in or adopting this Trust Agreement, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Trust Agreement and the Permitted Investments list, as each of the same is amended from time to time.

(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Trust Agreement or terminate the existence of the Trust.

IN WITNESS WHEREOF, the school districts or Public Agencies of the State of Florida acting in the capacity of Signatory Public Agencies of the Trust have executed this Trust Agreement together with the Trustees by the execution of the addenda, which are attached to this Trust Agreement. By the execution of the addenda, the respective Trustees and Signatory Public Agencies are intending to adopt and be bound by the terms of this Trust Agreement.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Resolution No. 2017-11		
Requested Action		
Consider approval of Resolution 2017-11.		
Staff Report		
Lake County and the six Lake County municipalities of City of Clermont, City of Groveland, Town of Howey-in-the-Hills, City of Leesburg, City of Mascotte and the City of Minneola entered into an Interlocal Service Boundary Agreement (ISBA) in 2013. Amendments proposed by the County or by any of the municipalities require approval by the other parties. The Town of Howey-in-the-Hills has proposed amendments to Paragraph 3, "Annexations" and to Paragraph 6 "Fire Hydrants" that apply solely to that municipality. The City of Clermont is not affected by the proposed amendments made by the Town of Howey-in-the-Hills and therefore does not object to the amendments.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2017-11 2017-11 ISBA AmendHoweyinthehills.doc		
2. Agreement South Lake ISBA_Amendment as to Howey_CAO draft 1-10-17.docx		

**CITY OF CLERMONT
RESOLUTION NO. 2017-11**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RESPONDING TO THE REQUEST TO AMEND THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF GROVELAND, CITY OF CLERMONT, TOWN OF HOWEY-IN-THE-HILLS, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, AND LAKE COUNTY AS TO THE TOWN OF HOWEY-IN-THE-HILLS; PROVIDING FOR RECORDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Part II of Chapter 171, Florida Statutes as an alternative for local governments regarding annexation of real property into a municipality; and

WHEREAS, in part, the intent of the Legislature is to “encourage intergovernmental coordination in planning, service delivery, and boundary adjustments”; and

WHEREAS, by its Resolution 2010-10, adopted May 11, 2010, the City of Clermont requested to participate in the negotiation process set forth in Section 171.203, Florida Statutes;

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

SECTION 1.

The City of Clermont desires to participate in the amendment to the Interlocal Service Boundary Agreement with Lake County, the City of Groveland, the City of Minneola, the City of Mascotte, the Town of Howey-in-the-Hills, and the City of Leesburg as to the Town of Howey-in-the-Hills, attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2.

This Resolution shall be recorded in the Public Records of Lake County, Florida and copies hereof shall be provided to Lake County, the City of Groveland, the City of Minneola, the City of Mascotte, the Town of Howey-in-the-Hills, and the City of Leesburg.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2012-22

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

1
2
3 **AMENDMENT TO INTERLOCAL**
4 **SERVICE BOUNDARY AGREEMENT**
5 **BETWEEN**

6 **The City of Groveland, City of Clermont,**
7 **Town of Howey-in-the-Hills,**
8 **City of Leesburg, City of Mascotte,**
9 **City of Minneola, and Lake County**

10
11 **AS TO HOWEY-IN-THE-HILLS**
12
13
14
15

1 **AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT**
2 **BETWEEN THE CITY OF GROVELAND, CITY OF CLERMONT, TOWN**
3 **OF HOWEY-IN-THE-HILLS, CITY OF LEESBURG, CITY OF**
4 **MASCOTTE, CITY OF MINNEOLA, AND LAKE COUNTY**
5 **AS TO THE TOWN OF HOWEY-IN-THE-HILLS**
6

7 This Amendment to the Interlocal Service Boundary Agreement as to the Town of Howey-
8 in-the-Hills is made by and between the Cities of GROVELAND, CLERMONT, LEESBURG,
9 MASCOTTE, and MINNEOLA, and TOWN OF HOWEY-IN-THE-HILLS, all of which are
10 Florida municipalities (collectively referred to as “Cities” and individually as “Mascotte”,
11 “Groveland”, “Clermont”, “Minneola”, “Howey-in-the-Hills”, and “Leesburg”), and Lake County,
12 a political subdivision of the State of Florida (the “County”).

13 **WITNESSETH**
14

15 **WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to
16 Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*.

17 **WHEREAS**, the County possesses Home Rule powers pursuant to Article VIII, Section
18 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*.

19 **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section
20 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of
21 their powers by enabling them to cooperate with other localities on a basis of mutual advantage
22 and thereby to provide services and facilities in a manner and pursuant to forms of governmental
23 organization that will accord best with geographic, economic, population, and other factors
24 influencing the needs and development of local communities.”

25 **WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act Section
26 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide
27 services to residents and property in the most efficient and effective manner while balancing the
28 needs and desires of the community.” It is also intended to provide “a more flexible process for
29 adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to
30 encourage intergovernmental coordination in planning, service delivery, and boundary
31 adjustments and to reduce intergovernmental conflicts and litigation between local governments”
32 . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating
33 local services, and increase political transparency and accountability” . . . and “to prevent
34 inefficient service delivery and an insufficient tax base to support the delivery of those services.”

35 **WHEREAS**, in 1991, Howey-in-the-Hills approved Ordinance No. 91-112, consenting to
36 its inclusion within the Lake County municipal service taxing unit (MSTU) for fire protection; and

37 **WHEREAS**, in 2013, Cities and County entered into an Interlocal Service Boundary
38 Agreement (the “Agreement”), in order to specifically identify lands deemed logical for future
39 annexations into Cities and land to remain unincorporated (“Unincorporated Service Area”).
40

1 **WHEREAS**, Cities and County wish to amend the Agreement as to Howey-in-the-Hills,
2 in order to expand Howey-in-the-Hills' annexation abilities under the Agreement in exchange for
3 Howey-in-the-Hills agreeing to stay within the County's MSTU as long as the Agreement is in
4 effect, and provided that Howey-in-the-Hills meets one of two conditions regarding the provision
5 of central water and/or sewer service to the annexing property.

6 **WHEREAS**, Cities and County find that the benefits of intergovernmental
7 communications and coordination will accrue to all Parties.

8 **WHEREAS**, this Amendment to the Agreement is entered into pursuant to the authority
9 of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203,
10 190.011, *Florida Statutes* (2015).

11 **NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in the
12 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to
13 amend the Agreement as to Howey-in-the-Hills as follows:

14 1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby
15 incorporated into and made an integral part of this Amendment to the Agreement.

16 2. **AMENDMENT TO PARAGRAPH 3, "ANNEXATIONS", AS TO HOWEY-IN-**
17 **THE-HILLS.** Paragraph 3 of the Agreement, entitled "Annexations", is hereby deleted and
18 replaced with the following as to the Town of Howey-in-the-Hills only:

19 The following shall govern any annexations by Howey-in-the-Hills that occur within the
20 Interlocal Service Agreement Boundary as displayed on **Exhibit A** to the Agreement:
21

22 a. **Designated Municipal Areas.** Areas on the map which are not designated as
23 unincorporated areas are attributed as future annexation areas for individual Cities.
24 No part of an area which is designated as a future annexation area for one City shall
25 be annexed by any other City for the duration of this agreement, unless the City
26 which was designated to annex that area and the Board of County Commissioners
27 consent to such specific annexation in writing.

28
29 b. **Annexations Within Designated Municipal Areas.** Annexations by Howey-in-
30 the-Hills within Howey-in-the-Hills' designated municipal area shall be subject to
31 the following:

32
33 i. **Part I Chapter 171, Florida Statutes.** City shall be entitled to annex any
34 property in a manner which is consistent with Part I, Chapter 171, *Florida*
35 *Statutes*.

36
37 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, County hereby consents
38 to the annexation of any enclave or the creation of any enclave which is the

1 result of an annexation, so long as City agrees to provide services to such
2 enclave, and the City holds public hearing prior to such annexation where
3 the owners of all properties within the enclave are given written, first class
4 mail notice, and an opportunity to comment publicly at such meeting.
5

6 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171,**
7 **Florida Statutes.** County hereby consents to the annexation by Howey-in-
8 the-Hills of any non-contiguous real property in the unincorporated area
9 within the Interlocal Service Boundary Area as depicted in **Exhibit A** to the
10 Agreement, provided that the property owner(s) consent to the annexation,
11 and the subject property to be annexed is:
12

- 13 a. Presently served by Town water and/or sewer utilities; or
- 14 b. Subject to a concurrent water and sewer utility agreement that the
15 property owner/developer has entered into at the time of annexation,
16 requiring connection to either the Town's water or sewer utility
17 system, or both if required by the Town's comprehensive plan, and
18 provided further that the Town shall not approve any development,
19 or issue a final development order of such annexed property unless
20 either central water or sewer, or both, shall serve the development.
21 The utility agreement shall further provide that if connection is only
22 to one utility at the time of development, that the property must
23 connect to the remaining utility when available.
24

25 iv. **Annexation of Right of Way.** County agrees that it will not oppose the
26 annexation of right of way located in the Interlocal Service Boundary
27 Agreement area of a City, so long as at least one side of the road will be
28 bounded by property located within the City after the annexation, or which
29 meets any of the other annexation requirements of this Agreement. City
30 agrees that at the time that it annexes any property which abuts a roadway,
31 that, to the extent possible, it will also annex the adjacent road right of way
32 to avoid the creation of roadway enclaves. Annexing the right of way
33 pursuant to this sub-paragraph iv. does not require City to accept
34 maintenance responsibility for such road.
35

36 3. **AMENDMENT TO PARAGRAPH 6, "FIRE HYDRANTS", AS TO HOWEY-IN-**
37 **THE-HILLS.** Paragraph 6 of the Agreement, currently entitled "Fire Hydrants", is hereby deleted
38 and replaced with the following as to the Town of Howey-in-the-Hills only:
39
40

1 **FIRE MSTU AND FIRE HYDRANTS.**

2
3 a. Fire MSTU: Howey-in-the-Hills hereby consents to stay within County's MSTU
4 for fire protection, which was established by County in County's Ordinance No. 1990-24,
5 for twenty (20) years from the effective date of this Amendment to the Agreement.

6
7 b. Fire Hydrants: Cities agree that any time a potable water line is extended into or
8 through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at
9 recommended distances for fire hydrant spacing at County's expense. Cities agree that
10 County shall have the right to have fire hydrants installed on any City water line located
11 in the unincorporated area at County expense. Cities agree that County Fire Department
12 shall have the right to use any City fire hydrant for official fire purposes, at no cost;
13 County shall, however, notify City any time such a hydrant is used along with an estimate
14 of how much water was used. Notification shall be in writing to the City Manager of the
15 respective City and provided within seven (7) calendar days of the County's use.
16

17 4. **EFFECTIVE DATE AND TERM.** This Amendment to the Agreement shall be
18 effective upon the date the last party executes it, and thereafter shall remain in effect for an initial
19 twenty (20) year term. Upon the expiration of the initial twenty (20) year term, this Amendment
20 to the Agreement shall remain in effect coterminous with the Agreement.

21 5. **ENTIRE AGREEMENT.** This Amendment to the Agreement as to Howey-in-the-Hills
22 constitutes the entire understanding of the Parties with respect to the subject matters addressed
23 herein, and all prior agreements, understandings, representations and statements, oral or written,
24 are superseded by this Amendment to the Agreement.

25 6. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida
26 shall govern this Amendment to the Agreement, and venue shall be in Lake County, Florida.
27 Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

28 7. **SEVERABILITY.** If any portion of this Amendment to the Agreement is declared invalid
29 or unenforceable, then to the extent it is possible to do so without destroying the overall intent and
30 effect of this Amendment to the Agreement, the portion deemed invalid or unenforceable shall be
31 severed here from and the remainder of this Amendment to the Agreement shall continue in full
32 force and effect as if it were enacted without including the portion found to be invalid or
33 unenforceable.

34 8. **FULL FORCE AND EFFECT OF OTHER PROVISIONS.** All provisions of the
35 Agreement not specifically amended herein shall remain in full force and effect.

5 **BOARD OF COUNTY COMMISSIONERS**
6 **LAKE COUNTY, FLORIDA**
7
8
9

10 _____
11 Timothy I. Sullivan, Chairman
12

13 This _____ day of _____, 2017.
14
15

16 **ATTEST:**
17
18
19
20

21 _____
22 Neil Kelly, Clerk of the
23 Board of County Commissioners
24 of Lake County, Florida
25

26 Approved as to form and legality:
27
28
29
30

31 _____
32 Melanie Marsh
33 County Attorney
34
35
36
37

6 **CITY OF GROVELAND**
7
8
9

10 _____
11 Tim Loucks,
12 Mayor
13
14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 Teresa Begley, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Anita R. Geraci-Carver, City Attorney
32

8 **CITY OF CLERMONT, FLORIDA**
9

10
11
12
13 _____
14 Gail L. Ash, Mayor
15

16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22
23 _____
24 Tracy Ackroyd, City Clerk
25

26 Approved as to form and legality:
27
28
29
30

31
32 _____
33 Daniel F. Mantzaris, City Attorney
34

7 **TOWN OF HOWEY-IN-THE-HILLS**
8
9

10
11
12 _____
13 Chris Sears
14 Mayor
15
16

17
18 This ____ day of _____, 2016.
19

20 ATTEST:
21
22
23
24

25 _____
26 Brenda Brasher, Town Clerk
27
28

29 Approved as to form and legality:
30
31
32
33

34 _____
35 Heather M. Ramos, Town Attorney
36
37
38
39
40

6 **CITY OF LEESBURG**
7
8
9

10 _____
11 Jay Hurley
12 Mayor
13
14

15
16 This ____ day of _____, 2017.
17

18 ATTEST:
19
20
21

22 _____
23 J. Andi Purvis, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Fred Morrison, City Attorney
32
33
34
35

6 **CITY OF MASCOTTE**
7
8
9

10 _____
11 Barbara Krull, Mayor
12
13

14 This ____ day of _____, 2016.
15

16 ATTEST:
17
18
19
20

21 _____
22 Michelle Hawkins, City Clerk
23
24

25 Approved as to form and legality:
26
27
28
29

30 _____
31 Virginia Cassady, City Attorney
32
33

6 **CITY OF MINNEOLA**
7
8
9

10 _____
11 Pat Kelley
12 Mayor
13
14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 Christina Stidham, City Clerk
24
25

26 Approved as to form and legality:
27
28
29
30

31 _____
32 Scott Gerken, City Attorney
33
34



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Resolution No. 2017-12		
Requested Action		
Consider approval of Resolution 2017-12.		
Staff Report		
Lake County and the six Lake County municipalities of City of Clermont, City of Groveland, Town of Howey-in-the-Hills, City of Leesburg, City of Mascotte and the City of Minneola entered into an Interlocal Service Boundary Agreement (ISBA) in 2013. Amendments proposed by the County or by any of the municipalities require approval by the other parties. The City of Groveland has proposed amendments to Paragraph 3 "Annexations" and to Paragraph 6 "Fire Hydrants" that apply solely to that municipality. The City of Clermont is not affected by the proposed amendments made by the City of Groveland and therefore does not object to the amendments.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2017-12 2017-12 ISBA AmendGroveland.doc		
2. Agreement South Lake ISBA_Amendment as to Groveland_CAO draft 2.25.16.docx		

**CITY OF CLERMONT
RESOLUTION NO. 2017-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RESPONDING TO THE REQUEST TO AMEND THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF GROVELAND, CITY OF CLERMONT, TOWN OF HOWEY-IN-THE-HILLS, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, AND LAKE COUNTY AS TO THE CITY OF GROVELAND; PROVIDING FOR RECORDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Part II of Chapter 171, Florida Statutes as an alternative for local governments regarding annexation of real property into a municipality; and

WHEREAS, in part, the intent of the Legislature is to “encourage intergovernmental coordination in planning, service delivery, and boundary adjustments”; and

WHEREAS, by its Resolution 2010-10, adopted May 11, 2010, the City of Clermont requested to participate in the negotiation process set forth in Section 171.203, Florida Statutes;

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

SECTION 1.

The City of Clermont desires to participate in the amendment to the Interlocal Service Boundary Agreement with Lake County, the City of Groveland, the City of Minneola, the City of Mascotte, the Town of Howey-in-the-Hills, and the City of Leesburg as to the City of Groveland, attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2.

This Resolution shall be recorded in the Public Records of Lake County, Florida and copies hereof shall be provided to Lake County, the City of Groveland, the City of Minneola, the City of Mascotte, the Town of Howey-in-the-Hills, and the City of Leesburg.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2012-22

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

1
2
3 **AMENDMENT TO INTERLOCAL**
4 **SERVICE BOUNDARY AGREEMENT**
5 **BETWEEN**

6 **The City of Groveland, City of Clermont,**
7 **Town of Howey-in-the-Hills,**
8 **City of Leesburg, City of Mascotte,**
9 **City of Minneola, and Lake County**

10
11 **AS TO THE CITY OF GROVELAND**
12
13
14
15

1 **AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT**
2 **BETWEEN THE CITY OF GROVELAND, CITY OF CLERMONT, TOWN**
3 **OF HOWEY-IN-THE-HILLS, CITY OF LEESBURG, CITY OF**
4 **MASCOTTE, CITY OF MINNEOLA, AND LAKE COUNTY**
5 **AS TO THE CITY OF GROVELAND**
6

7 This Amendment to the Interlocal Service Boundary Agreement as to the City of
8 GROVELAND is made by and between the Cities of GROVELAND, CLERMONT, LEESBURG,
9 MASCOTTE, and MINNEOLA, and TOWN OF HOWEY-IN-THE-HILLS, all of which are
10 Florida municipalities (collectively referred to as “Cities” and individually as “Mascotte”,
11 “Groveland”, “Clermont”, “Minneola”, “Howey-in-the-Hills”, and “Leesburg”), and Lake County,
12 a political subdivision of the State of Florida (the “County”).

13 **WITNESSETH**
14

15 **WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to
16 Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*.

17 **WHEREAS**, the County possesses Home Rule powers pursuant to Article VIII, Section
18 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*.

19 **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section
20 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of
21 their powers by enabling them to cooperate with other localities on a basis of mutual advantage
22 and thereby to provide services and facilities in a manner and pursuant to forms of governmental
23 organization that will accord best with geographic, economic, population, and other factors
24 influencing the needs and development of local communities.”

25 **WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act Section
26 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide
27 services to residents and property in the most efficient and effective manner while balancing the
28 needs and desires of the community.” It is also intended to provide “a more flexible process for
29 adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to
30 encourage intergovernmental coordination in planning, service delivery, and boundary
31 adjustments and to reduce intergovernmental conflicts and litigation between local governments”
32 . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating
33 local services, and increase political transparency and accountability” . . . and “to prevent
34 inefficient service delivery and an insufficient tax base to support the delivery of those services.”

35 **WHEREAS**, in 2013, Cities and County entered into an Interlocal Service Boundary
36 Agreement (the “Agreement”), in order to specifically identify lands deemed logical for future
37 annexations into Cities and land to remain unincorporated (“Unincorporated Service Area”).

38 **WHEREAS**, subsequent to the parties entering into the Agreement, Groveland entered
39 into a separate, twenty year agreement with County for provision of automatic aid to one another
40 for fire and emergency services; and

1 **WHEREAS**, accordingly, Cities and County wish to amend the Agreement as to
2 Groveland, in order to expand Groveland’s annexation abilities under the Agreement, and permit
3 Groveland to annex lands noncontiguous to its boundaries, with the consent of the property
4 owner(s), and provided that Groveland meets one of two conditions regarding the provision of
5 central water and/or sewer service to the annexing property.

6 **WHEREAS**, Cities and County find that the benefits of intergovernmental
7 communications and coordination will accrue to all Parties.

8 **WHEREAS**, this Amendment to the Agreement is entered into pursuant to the authority
9 of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203,
10 190.011, *Florida Statutes* (2015).

11 **NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in the
12 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to
13 amend the Agreement as to Groveland as follows:

14 1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby
15 incorporated into and made an integral part of this Amendment to the Agreement.

16
17 2. **AMENDMENT TO PARAGRAPH 3, “ANNEXATIONS”, AS TO GROVELAND.**
18 Paragraph 3 of the Agreement, entitled “Annexations”, is hereby deleted and replaced with the
19 following as to the City of Groveland only:

20
21 The following shall govern any annexations by Groveland that occur within the Interlocal
22 Service Agreement Boundary as displayed on **Exhibit A** to the Agreement.

23
24 a. **Designated Municipal Areas.** Areas on the map which are not designated as
25 unincorporated areas are attributed as future annexation areas for individual Cities.
26 No part of an area which is designated as a future annexation area for one City shall
27 be annexed by any other City for the duration of this agreement, unless the City
28 which was designated to annex that area and the Board of County Commissioners
29 consent to such specific annexation in writing.

30
31 b. **Annexations Within Designated Municipal Areas.** Annexations by Groveland
32 within Groveland’s designated municipal area shall be subject to the following:

33
34 i. **Part I Chapter 171, Florida Statutes.** City shall be entitled to annex any
35 property in a manner which is consistent with Part I, Chapter 171, *Florida*
36 *Statutes*.
37

1 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, County hereby consents
2 to the annexation of any enclave or the creation of any enclave which is the
3 result of an annexation, so long as City agrees to provide services to such
4 enclave, and the City holds public hearing prior to such annexation where
5 the owners of all properties within the enclave are given written, first class
6 mail notice, and an opportunity to comment publicly at such meeting.

7
8 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171,**
9 **Florida Statutes.** County hereby consents to the annexation by Groveland
10 of any non-contiguous real property in the unincorporated area within the
11 Interlocal Service Boundary Area as depicted in **Exhibit A** to the Agreement,
12 provided that the property owner(s) consent to the annexation, and the
13 subject property to be annexed is:

- 14
15 a. Presently served by City water and/or sewer utilities; or
16 b. Subject to a concurrent water and sewer utility agreement that the
17 property owner/developer has entered into at the time of annexation,
18 requiring connection to either the City's water or sewer utility
19 system, or both if required by the City's comprehensive plan, and
20 provided further that the City shall not approve any development, or
21 issue a final development order of such annexed property unless
22 either central water or sewer, or both, shall serve the development.
23 The utility agreement shall further provide that if connection is only
24 to one utility at the time of development, that the property must
25 connect to the remaining utility when available.

26
27 iv. **Annexation of Right of Way.** County agrees that it will not oppose the
28 annexation of right of way located in the Interlocal Service Boundary
29 Agreement area of a City, so long as at least one side of the road will be
30 bounded by property located within the City after the annexation, or which
31 meets any of the other annexation requirements of this Agreement. City
32 agrees that at the time that it annexes any property which abuts a roadway,
33 that, to the extent possible, it will also annex the adjacent road right of way
34 to avoid the creation of roadway enclaves. Annexing the right of way
35 pursuant to this sub-paragraph iv. does not require City to accept
36 maintenance responsibility for such road.

1 3. **AMENDMENT TO PARAGRAPH 6, “FIRE HYDRANTS”, AS TO GROVELAND.**

2 Paragraph 6 of the Agreement, currently entitled “Fire Hydrants”, is hereby deleted and replaced
3 with the following as to the City of Groveland only:

4
5 **FIRE RESCUE SERVICES AND FIRE HYDRANTS.** The Interlocal Agreement (the
6 “Interlocal Agreement”) between The City of Groveland and Lake County relating to Fire and Emergency
7 Medical Services, dated January 16, 2014, is hereby terminated, and as to fire and rescue services, the City
8 of Groveland and Lake County hereby agree to the following:
9
10

- 11 a. COUNTY and GROVELAND agree to automatically respond to assist the other for all
12 types of emergencies including fire, medical emergencies, rescue, hazardous material,
13 extrication, and natural and accidental disasters within the ISBA area, as well as in adjacent
14 areas pursuant to Section (d) below. The provisions of this agreement do not apply to non-
15 emergency calls, as defined in vii. below.
16
17 i. The parties agree to provide such assistance on an automatic aid basis utilizing the
18 available units nearest to the incident.
19
20 ii. This agreement is not intended and shall not be construed to in any way deprive
21 COUNTY or GROVELAND of any jurisdictional powers that such entity may
22 have, nor is it the intention of the parties to combine their individual departments
23 into a single department or district providing the services encompassed by this
24 agreement.
25
26 iii. For purpose of this agreement, automatic aid shall be defined as the immediate
27 response of emergency personnel closest to the scene, regardless of whether such
28 personnel are from the jurisdiction where the incident is located. The automatic
29 aid shall be based on a predefined process agreed to pursuant to vii. below that
30 results in the immediate response of emergency personnel to the scene of an
31 emergency. COUNTY and GROVELAND shall mutually agree on the level of
32 response that different types of incidents will require, and units will be dispatched
33 accordingly. All units of COUNTY and GROVELAND shall be available to be
34 dispatched, unless involved in another call, if such response is required based on
35 the necessary level of response that is required.
36
37 iv. During the term of this agreement, COUNTY and GROVELAND agree that they
38 will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter
39 “LEMS”) (or any successor entity approved both by COUNTY and
40 GROVELAND) for dispatching of fire and emergency medical services.
41
42 v. During the term of this agreement, COUNTY and GROVELAND agree that they
43 will install and maintain Automatic Vehicular Locator Systems (hereinafter
44 “AVL”) on all emergency response vehicles in their fleets that are located in or
45 near the ISBA area; such Automatic Vehicular Locator Systems shall be

1 compatible with computer and radio systems maintained by LEMS. COUNTY
2 agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for
3 any GROVELAND response vehicle that does not currently have one;
4 GROVELAND will be responsible to purchase such units for vehicles placed in
5 service after the effective date. GROVELAND and COUNTY will be responsible
6 for maintenance and operating charges for AVL's on their own vehicles.
7

8 vi. While providing automatic response, an entity that is responding outside its
9 jurisdiction shall be subject to the orders and directions of the officer in charge of
10 the operations. If an officer for the jurisdiction in which the incident is located is
11 not available at the scene, the highest-ranking officer from the responding party
12 will control the scene until its termination or an officer from the jurisdiction in
13 which the incident has occurred arrives and scene control is properly transferred.
14 COUNTY and GROVELAND shall utilize National Fire Protection Standards and
15 National Incident Management System (NIMS) standards to ensure that the
16 Incident Command System, the Personnel Accountability System and other
17 standards are adhered to.
18

19 vii. The Chiefs of the fire departments and the Executive Director of LEMS or their
20 designees, will meet and draft, and may thereafter revise, a written plan for the
21 procedures and operations necessary to effectively implement this agreement. The
22 written plan shall include a definition of non-emergency calls and shall include the
23 process described in iii., above. Should a disagreement arise between such Chiefs
24 and/or Executive Director, the matter shall be referred to the Managers for
25 COUNTY and GROVELAND for resolution. Any dispute or disagreement that
26 cannot be resolved at this level shall be resolved utilizing the dispute resolution
27 process of this ISBA Agreement.
28

29 viii. Nothing in this agreement shall prohibit COUNTY or GROVELAND from
30 sending additional resources to an incident located within their respective
31 jurisdiction, even if such resources are not required by the plan for procedures and
32 operations approved by the fire chiefs of COUNTY and GROVELAND.
33

34 ix. COUNTY and GROVELAND agree that they will not locate or establish a new
35 fire station that is located in the jurisdiction of the other or close a fire station
36 within the ISBA area without the written permission of the other party
37

38 x. Nothing in this agreement shall affect any other mutual aid agreements that are or
39 may be in existence between COUNTY and GROVELAND or any other
40 governmental unit for areas not included within this agreement.
41

42 b. It is the intent of this agreement to allocate the costs of an agency responding to an event
43 in the other's jurisdiction through a method whereby compensation is set based upon the
44 type of call. At the end of each quarter, the number of calls that COUNTY and
45 GROVELAND respond to in the other's jurisdiction shall be reviewed, calculated and
46 compensation shall be paid as follows:
47

- 1 i. At the end of each quarter, calls responded to in the other agency's jurisdiction
2 shall be determined, utilizing call data maintained by the dispatch agency. Only
3 calls where the dispatcher dispatched a unit based on the predefined process
4 described above shall be counted. As indicated earlier, COUNTY or
5 GROVELAND have the right to send units to a call without being dispatched;
6 however, in such a case, such call shall not be calculated for purposes of
7 compensation. For purposes of this provision, "self-dispatched" calls shall be
8 defined, based on dispatch records, as calls wherein the dispatcher did not call the
9 unit to the scene.
- 10
- 11 ii. Determination of compensable calls. The following rules shall be used to
12 determine how to determine the number of compensable calls:
- 13
- 14 1. For purposes of medical calls, each vehicle that is dispatched shall be
15 considered a separate call.
- 16 2. For purposes of fire calls, each call for service to an incident shall be
17 considered one call, regardless of the number of vehicles that are
18 dispatched.
- 19 3. Calls that are dispatched for non-emergency purposes shall not be counted
20 as a response by COUNTY or GROVELAND for purposes of this
21 agreement and neither agency shall be required to respond to such non-
22 emergency call, although they may respond if they wish.
- 23 4. Calls that are self-dispatched meaning responses that are to an incident
24 where the dispatcher did not call that unit shall not be counted as a
25 response for purposes of this agreement.
- 26 5. Calls that are dispatched due to an automobile accident shall be counted
27 as a medical call incident.
- 28 6. Additional rules and compensation amounts regarding specific types of
29 calls may be applied if approved in writing by the City Administrator of
30 GROVELAND and County Manager of COUNTY.
- 31
- 32 iii. At the end of each quarter, the number of calls for the prior quarter shall be
33 reviewed to determine if either COUNTY or GROVELAND responded to more
34 calls outside their jurisdiction than were responded to inside their jurisdiction. For
35 this purpose, separate calculations shall be made for emergency medical response
36 and fire response. A call which is made by the dispatcher, but subsequently
37 cancelled shall be calculated as half ($\frac{1}{2}$) of a call. For each category of calls, the
38 number of calls that one party responded to that exceeds the number of calls the
39 other party responded to shall be the "net number of calls". Only the net number
40 of calls shall be compensable. By way of illustration, in a quarter if
41 GROVELAND were to answer fifty (50) calls in COUNTY's jurisdiction, and
42 COUNTY were to answer forty-five (45) calls in GROVELAND's jurisdiction,
43 the net five (5) calls would be compensable from COUNTY to GROVELAND.
- 44
- 45 iv. Net calls shall be compensated in the following amounts:
- 46
- 47 1. Medical Call: \$100 per call.

2. Fire Call: \$500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor GROVELAND shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their own negligence and the negligence of their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

1. The effective date for the automatic aid portion of this Amendment to the Agreement shall be March 1, 2014 and this Amendment to the Agreement shall continue in force and effect unless the Agreement is modified or terminated as provided in that Agreement.

2. The compensation amounts in (b)(iv) above are estimates that have been agreed to by COUNTY and GROVELAND. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after February 28, 2016, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and GROVELAND shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and GROVELAND for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

d. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the ISBA area. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to GROVELAND and COUNTY to incorporate those additional areas by another amendment to the Agreement in order to provide a seamless emergency response system. Such an amendment may be made only if agreed to in writing by all of the parties.

e. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to GROVELAND and COUNTY. GROVELAND and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the COUNTY Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should the managers be unable to resolve such objection, payment shall be made for the portion of the report that is not in dispute, and the parties shall select a Certified Professional Accounting Firm which shall conduct a review and render a decision on the dispute. The decision of the Certified Public Accounting Firm shall be final and binding on all parties

1 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by
2 COUNTY and GROVELAND.
3

4 f. Any payments that are due to another party to this agreement shall be made within twenty-
5 five (25) days after the delivery of the report described in Section (e) above, unless an
6 objection is filed. In such a case, the undisputed portions of the report shall be paid and
7 the balance shall be due within fifteen (15) days after resolution of the dispute.
8

9 g. Fire Hydrants: Cities agree that any time a potable water line is extended into or
10 through unincorporated areas, that fire hydrants or hydrant stub outs will be
11 installed at recommended distances for fire hydrant spacing at County's expense.
12 Cities agree that County shall have the right to have fire hydrants installed on any
13 City water line located in the unincorporated area at County expense. Cities agree
14 that County Fire Department shall have the right to use any City fire hydrant for
15 official fire purposes, at no cost; County shall, however, notify City any time such
16 a hydrant is used along with an estimate of how much water was used. Notification
17 shall be in writing to the City Manager of the respective City and provided within
18 seven (7) calendar days of the County's use.
19

20 4. **EFFECTIVE DATE AND TERM.** This Amendment to the Agreement shall be
21 effective upon the date the last party executes it, and thereafter shall remain in effect coterminous
22 with the Agreement.

23 5. **ENTIRE AGREEMENT.** This Amendment to the Agreement as to Groveland constitutes
24 the entire understanding of the Parties with respect to the subject matters addressed herein, and all
25 prior agreements, understandings, representations and statements, oral or written, are superseded
26 by this Amendment to the Agreement.

27 6. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida
28 shall govern this Amendment to the Agreement, and venue shall be in Lake County, Florida.
29 Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

30 7. **SEVERABILITY.** If any portion of this Amendment to the Agreement is declared invalid
31 or unenforceable, then to the extent it is possible to do so without destroying the overall intent and
32 effect of this Amendment to the Agreement, the portion deemed invalid or unenforceable shall be
33 severed here from and the remainder of this Amendment to the Agreement shall continue in full
34 force and effect as if it were enacted without including the portion found to be invalid or
35 unenforceable.

36 8. **FULL FORCE AND EFFECT OF OTHER PROVISIONS.** All provisions of the
37 Agreement not specifically amended herein shall remain in full force and effect.
38
39

1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the City of Groveland
3
4
5

6 **BOARD OF COUNTY COMMISSIONERS**
7 **LAKE COUNTY, FLORIDA**
8
9

10
11 _____
12 Sean M. Parks, Chairman
13

14 This _____ day of _____, 2016.
15
16

17 **ATTEST:**
18
19
20

21 _____
22 Neil Kelly, Clerk of the
23 Board of County Commissioners
24 of Lake County, Florida
25
26

27 Approved as to form and legality:
28
29
30

31 _____
32 Melanie Marsh
33 County Attorney
34
35
36
37
38

6 **CITY OF GROVELAND**
7
8
9

10 _____
11 Tim Loucks,
12 Mayor
13
14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 Teresa Begley, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Anita R. Geraci-Carver, City Attorney
32

1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the City of Groveland
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8 **CITY OF CLERMONT, FLORIDA**
9

10
11
12
13 _____
14 Gail L. Ash, Mayor
15

16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 Tracy Ackroyd, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Daniel F. Mantzaris, City Attorney
32
33

TOWN OF HOWEY-IN-THE-HILLS

Chris Sears
Mayor

This ____ day of _____, 2016.

ATTEST:

Brenda Brasher, Town Clerk

Approved as to form and legality:

Heather M. Ramos, Town Attorney

6 **CITY OF LEESBURG**
7
8
9

10 _____
11 Jay Hurley
12 Mayor
13
14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 J. Andi Purvis, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Fred Morrison, City Attorney
32
33
34
35

1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the City of Groveland
3
4
5

6 **CITY OF MASCOTTE**
7
8
9

10 _____
11 Barbara Krull, Mayor
12
13

14 This ____ day of _____, 2016.
15

16 ATTEST:
17
18
19
20

21 _____
22 Michelle Hawkins, City Clerk
23
24

25 Approved as to form and legality:
26
27
28

29 _____
30 Virginia Cassady, City Attorney
31

6 **CITY OF MINNEOLA**
7
8
9

10 _____
11 Pat Kelley
12 Mayor
13
14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
19
20
21

22 _____
23 Christina Stidham, City Clerk
24
25

26 Approved as to form and legality:
27
28
29

30 _____
31 Scott Gerken, City Attorney
32
33



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 28, 2017	
Agenda Item Name	
Ordinance No. 2016-47 <i>Final The Vue</i>	
Requested Action	
Recommend denial of Ordinance 2016-47.	
Staff Report	
<i>This agenda item was originally considered by the Council at its Dec. 13, 2016 meeting. At that time, it was tabled until Feb. 28, 2017 and a Council workshop was proposed for Jan. 19, 2017 to allow further discussion. What follows is the staff report provided at the Dec. 13, 2016 hearing, followed by a summary of the discussion at the Jan. 19, 2017 workshop.</i> The applicant, AC-Fulcrum, is requesting an amendment to a Planned Unit Development (PUD) zoning that was originally granted in June 2016. The original approval is for 10.5 acres of C-2 General Commercial along Highway 50 and up to 342 multi-family units on the south side of the project fronting Hooks Street. The applicant has discovered the originally approved waivers will not allow their development to be constructed as proposed. The 42 +/- acre property is located south of Highway 50, west of Miss Florida Avenue and north and south of Hooks Street. The applicant already has waivers for 13-foot-tall retaining walls, but is now requesting a smaller buffer area between the walls. City code calls for a minimum 5-foot buffer area in between walls. This area is intended to allow shrubs and tree plantings to buffer the tall monolithic walls. The applicant is now requesting a 3-foot buffer area between walls. The currently approved ordinance allows for a cut and fill of up to 15 feet throughout the project. The applicant is now requesting up to 40 feet of fill, and up to a 30-foot cut in portions of the project area. The applicant is also requesting taller monument signs than are allowed by code. Because of the existing FDOT berm that runs parallel to Highway 50, the applicant does not feel the allowable 10-foot-tall signs will be effective for the businesses. The applicant is requesting these signs be a maximum height of 15 feet. Finally, the applicant is asking to amend the language for allowable uses. Currently, the existing ordinance does not allow any automotive dealerships or any parts sales. The applicant proposes to leave the dealerships as a prohibited use, but would like to allow parts sales and service only in the parcels adjacent to the Duke Energy power easement. The applicant would also like to add the additional uses of veterinary clinic, self-storage and assisted living facility. The existing PUD ordinance still remains in effect with the following Council-approved waivers: - Maximum building height will be 55 feet, measured at the highest point for the multi-family portion. - Driveway access and parking for the C-2 General Commercial portion may be below the center-line of Highway 50 and will be subject to the approval of the City Engineer. - Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.	

- Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30% of parking requirements.
- A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have 30% more landscape required for multi-family and C-2 uses.
- Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
- Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.

Staff acknowledges that a portion of the project was identified in the "Strategic Economic Development Plan" (DEO grant funded study) citing topography as a challenge with over 100 feet of elevation change. Staff cannot, however, support the proposed excessive topography changes, reduced landscape buffer between walls, taller monument sign heights, and the added automotive uses as requested by the applicant.

At the November 1, 2016 Planning and Zoning Commission meeting, Commissioner Tony Hubbard moved to recommend denial of the rezoning; seconded by Commissioner Judy Proli. The vote was unanimous to recommend denial.

The main points of discussion at the January 19, 2017 workshop included:

1. The applicant agreed that 5-foot breaks instead of 3-foot breaks would be installed within the retaining walls. Once the walls reached a height of 40 feet, a 20-foot horizontal landscape buffer would be installed between the walls.
2. After further review by the engineer and applicant, the cut was reduced from 30 feet to 28 feet and fill reduced from 40 feet to 28 feet, for a total elevation change of 56 feet instead of the requested 70 feet.
3. The applicant withdrew the request for the automotive full service establishment and requested day-care uses. The applicant also offered an architectural review by the Council prior to approving apartments or self-storage uses at the site.
4. The applicant's sign variance height along Highway 50 was discussed in much detail. The requested height was 15 feet, but was later increased to 18 feet in order to view the signage from Highway 50 in an automobile.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2016-47 with Conditions.docx	
2. Site plan	PUD site plan.pdf	
3. Boundary Survey	Boundary Survey.pdf	

4.	P&Z Minutes	P&Z minutes.pdf
5.	Applicant's supplemental information	2200 E Hwy 50 GPR Findings 1.24.17.pdf
6.	Application	REZ Nov. application.pdf
7.	Legal ad	REZ The Vue legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2016-47

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly

CITY OF CLERMONT
ORDINANCE No. 2016-47

having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, Page 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of Highway 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the plat thereof as recorded in PB 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of Highway 50; thence S89°06'23"E, along said south right-of-way line of Highway 50, a distance of 185.01 feet to the Point of Beginning.

Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in ORB 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and north of the right of way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of

CITY OF CLERMONT
ORDINANCE No. 2016-47

1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of Highway 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hook Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet.

Containing 0.32 acres, more or less

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346).

LOCATION

South of Highway 50, west of Miss Florida Avenue
Alternate keys 1028272 & 3334566

To amend the Planned Unit Development

CITY OF CLERMONT
ORDINANCE No. 2016-47

SECTION 2 - General Conditions:

This application for a Planned Unit Development to allow for a multi-family residential Planned Unit Development along with C-2 General Commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan prepared by B&S Engineering Consultants, LLC, dated 6-20-16, Overall Site Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3 - Land Uses and Specific Conditions:

1. A total of up to 324 multi-family dwelling units may be permitted on the site, not to exceed a density of 12 units per acre within the project.
2. The remaining property south of Highway 50 and north of Hooks Street will be permitted for C-2 General Commercial use with one (1) retailer greater than 20,000 square feet and less than 100,000 square feet.
3. Setbacks for Multi-family and Commercial

From Highway 50	50 feet from the property line
From Hooks Street:	50 feet from the property line
Side:	12 feet from the property line
Rear:	25 feet from the property line
4. The multi-family project will have private gated streets that will be maintained by the developer or designated party.
5. Maximum building height will be 55 feet, measured at the highest point for the multi-family portion.
6. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.

CITY OF CLERMONT
ORDINANCE No. 2016-47

7. The project may have elevation changes of up to 15 feet in height over the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.
8. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.
9. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of parking requirements.
10. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for Multi-family and C-2 uses.
11. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
12. Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
13. Cross-access easements with the adjoining eastern property owner from the existing Duke Energy curb cut along Highway 50 shall be provided subject to Duke Energy approval.
14. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.

SECTION 4:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5:

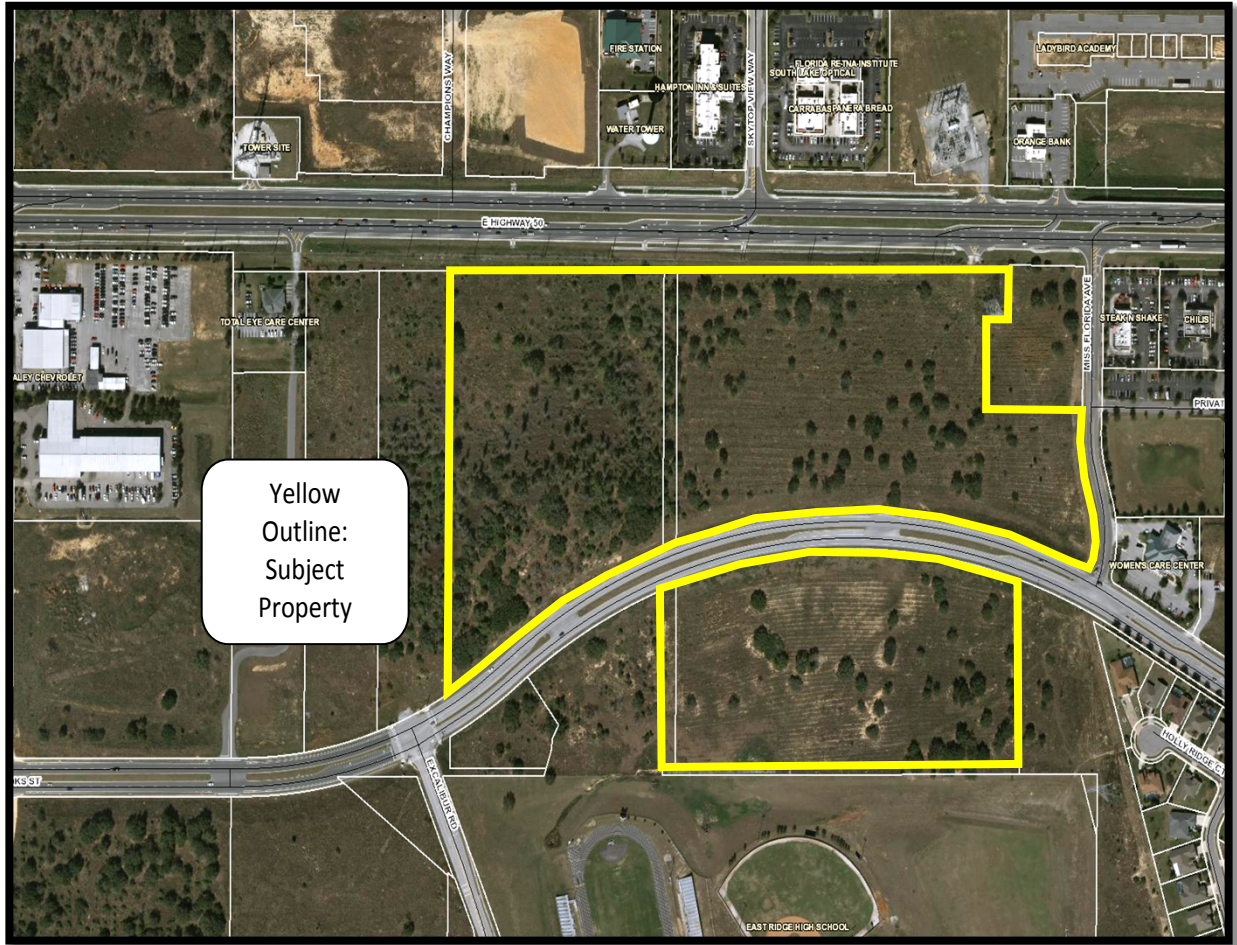
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 6:

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

CITY OF CLERMONT
ORDINANCE No. 2016-47

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-47

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Boundary Survey

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN NORTH 09°48'31" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 64432 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 09°24'22" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/4 FOR A DISTANCE OF 12333.9 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 27000 FEET AND A CHORD BEARING OF SOUTH 02°23'56" WEST AND THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°26'59" FOR A DISTANCE OF 11229 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2500 FEET AND A CHORD BEARING OF SOUTH 65°07'25" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°49'34" FOR A DISTANCE OF 4356 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17500 FEET AND A CHORD BEARING OF NORTH 07°05'22" WEST AND THE NORTH RIGHT OF WAY LINE OF HOOK STREET, AS DESCRIBED IN OFFICIAL RECORDS BOOK 280, PAGE 366, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°37'28" FOR A DISTANCE OF 1281.70 FEET TO A NON-RADIAL LINE AND THE EAST RIGHT OF WAY LINE OF AN UNNAMED RIGHT OF WAY, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 28, OF SAID PUBLIC RECORDS; THENCE RUN NORTH 09°18'22" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 710.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NUMBER 50; THENCE RUN NORTH 09°24'22" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1327.57 FEET; THENCE RUN SOUTH 09°29'25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 2045.00 FEET TO THE WEST LINE OF THE EAST 60 FEET OF TRACT 29, OF SAID LAKE HIGHLANDS COMPANY; THENCE RUN SOUTH 09°26'25" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 445.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 20000 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°49'47" FOR A DISTANCE OF 7749 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 29°05'04" EAST FOR A DISTANCE OF 105.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 27000 FEET AND A CHORD BEARING OF SOUTH 12°08'43" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°04'04" FOR A DISTANCE OF 2412 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PARCEL CONVEYED BY HAYWARD K. KNAPP, INDIVIDUALLY AND AS TRUSTEE TO ANHAN ISMAIL, ILLA, BY SPECIAL WARRANTY DEED RECORDED APRIL 17, 2005, IN OFFICIAL RECORDS BOOK 4613, PAGE 946, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE 20°47'06" V ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 13723.10 FEET TO A POINT; THENCE 09°06'29" V, A DISTANCE OF 1282.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, ON A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE 1387°01'00" V, A DISTANCE OF 6000 FEET TO THE POINT OF BEGINNING; THENCE 09°07'25" V, A DISTANCE OF 4824 FEET TO THE WEST RIGHT-OF-WAY LINE OF HOOK STREET, ALSO BEING THE WEST LINE OF TRACT 29, OF SAID LAKE HIGHLANDS COMPANY; THENCE 09°24'22" V, A DISTANCE OF 6435 FEET TO A POINT; THENCE 09°24'22" V, A DISTANCE OF 12333.9 FEET TO A POINT ON THE SOUTH LINE OF AN UNNAMED IMPROVED STREET, ALSO BEING THE NORTH LINE OF SAID TRACT 29; THENCE 09°07'25" V, A DISTANCE OF 4824 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE 09°06'29" V, A DISTANCE OF 1282.25 FEET TO A POINT; THENCE 20°47'06" V, A DISTANCE OF 13723.10 FEET TO THE POINT OF BEGINNING, CONTAINING 744,665 SQ. FT. OF 17.00 ACRES MORE OR LESS.

PARCEL 2 (EASEMENT ESTATE)

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE INGRESS-EGRESS EASEMENT GRANTED BY ANHAN ISMAIL TO HAYWARD K. KNAPP, TRUSTEE, TO RECREATIONAL EASEMENT AGREEMENT RECORDED APRIL 17, 2005, IN OFFICIAL RECORDS BOOK 4613, PAGE 946, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3 (SOUTHERN PORTION)

TRACT 29 AND TRACT 30, AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION LYING WITHIN AND NORTH OF THE RIGHT OF WAY FOR HOOK STREET.

Legal Description:

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 28, 21, 20, AND 29, AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF STATE ROAD NO. 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE S 07°27'37" V, A DISTANCE OF 12723.10 FEET; THENCE N 09°05'25" V, A DISTANCE OF 1282.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 50, ON A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE THE FOLLOWING FOUR (4) CURVES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 09°05'25" V, A DISTANCE OF 6400 FEET; THENCE N 09°27'27" V, A DISTANCE OF 1845.90 FEET; THENCE S 09°30'09" V, A DISTANCE OF 4824 FEET; THENCE S 09°24'22" V, A DISTANCE OF 1282.40 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 09°14'21" V, ALONG THE WEST LINE OF TRACTS 28 AND 29, A DISTANCE OF 7204.43 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET, A 100 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN S 07°27'37" V, A DISTANCE OF 12723.10 FEET TO THE POINT OF BEGINNING; THENCE S 09°05'25" V, A DISTANCE OF 1282.25 FEET TO A POINT ON THE SOUTHEAST CORNER OF SAID TRACT 29; THENCE N 07°47'31" E, ALONG THE EAST LINE OF SAID TRACT 29, A DISTANCE OF 468.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 36000 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'34", A DISTANCE OF 3211 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°22'25" E, 350.13 FEET

CONTAINING 0.30 ACRES, MORE OR LESS.

Legal Description:

TRACTS 21 AND 29 AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION OF TRACT 29, LYING SOUTH OF HOOK STREET, (COUNTY DISTRICT NO. 2-2346).

Legal Description:

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 28, AND 29, AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING SOUTHERLY OF HOOK STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE S 07°27'37" V, A DISTANCE OF 12723.10 FEET; THENCE N 09°05'25" V, A DISTANCE OF 1282.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 50, ON A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE THE FOLLOWING FOUR (4) CURVES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 09°05'25" V, A DISTANCE OF 6400 FEET; THENCE N 09°27'27" V, A DISTANCE OF 1845.90 FEET; THENCE S 09°30'09" V, A DISTANCE OF 4824 FEET; THENCE S 09°24'22" V, A DISTANCE OF 1282.40 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 09°14'21" V, ALONG THE WEST LINE OF TRACTS 28 AND 29, A DISTANCE OF 7204.43 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET, A 100 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN S 07°27'37" V, A DISTANCE OF 12723.10 FEET TO THE POINT OF BEGINNING; THENCE S 09°05'25" V, A DISTANCE OF 1282.25 FEET TO A POINT ON THE SOUTHEAST CORNER OF SAID TRACT 29; THENCE N 07°47'31" E, ALONG THE EAST LINE OF SAID TRACT 29, A DISTANCE OF 468.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 36000 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'34", A DISTANCE OF 3211 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°22'25" E, 350.13 FEET

CONTAINING 0.32 ACRES, MORE OR LESS.

Legal Description:

THAT PORTION OF TRACT 29 AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING SOUTHERLY OF HOOK STREET, (COUNTY DISTRICT NO. 2-2346).

PLANNED UNIT DEVELOPMENT

THE VUE AT CLERMONT

PARCEL ID #09-22-26-120501900000 & 09-22-26-120502100000



PREPARED FOR
AC-FULCRUM
710 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803

PROJECT TEAM

OWNER/APPLICANT

AC-FULCRUM
710 EAST COLONIAL DRIVE
ORLANDO, FL 32803

ENGINEER

Z DEVELOPMENT SERVICES
708 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: 407-271-8910
EMAIL: BOB@ZDEVELOPMENTSERVICES.COM
CONTACT: BOB ZIEGENFUSS, PE, LEED AP

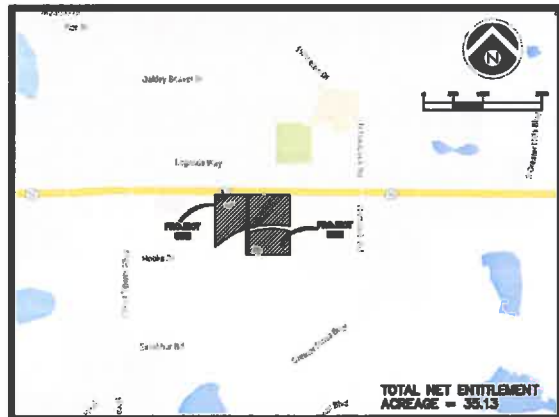
ENVIRONMENTALIST

ECOLOGICAL CONSULTING SOLUTIONS
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FLORIDA 32769
PHONE: 407-889-9434

ARCHITECT

CHARLAN BROCK AND ASSOCIATES
1770 FENNEL ST.
MAITLAND, FL 32751
PHONE: 407-660-8900

LOCATION MAP - PROJECT AREA BREAKDOWN



SECTION 8 TOWNSHIP 22S RANGE 26E LATITUDE 28° 32' 43" N LONGITUDE 81° 42' 54" W

SHT. NO.	DESCRIPTION
CUP-1	COVER SHEET
CUP-2	VARIANCE REQUESTS
CUP-3	MASTER SITE PLAN
CUP-4	LOCATION FOR ADDITIONAL PERMITTED USES
CUP-5	PROJECT TOPOGRAPHY
CUP-6	CROSS SECTIONS

SITE DATA

SECTION/TOWNSHIP/RANGE:

PROPERTY AREA:

PROJECT AREA:

EXISTING ZONING:

EXISTING USE:

PROPOSED PARCEL USE: (ENTIRE PARCEL)

ADDITIONAL PERMITTED USES:

(IN POWER LINE AREA)

COMMERCIAL:

MULTI FAMILY / SENIOR'S AREA

MULTI FAMILY / SENIOR'S DENSITY:

VARIANCES:

9/22S/26E

±42.57 AC

(NET ACREAGE): 33 ACRES

C-2/UE

VACANT

PUD: ALL PERMITTED C2 USES (INCLUSIVE OF 1 RETAILER LESS THAN 100,000 S.F. BUT GREATER THAN 20,000 S.F.)

SELF-STORAGE, VET, ASSISTED LIVING, AUTOMOBILE FULL SERVICE ESTABLISHMENT (SEE SHEET CUP-4)

13 ACRES

20 ACRES

12 DU/AC MAX = 240 UNITS

APPLY TO ENTIRE PROPERTY AS DETAILED ON FOLLOWING PAGES

UTILITY SERVICE PROVIDERS

WATER

CITY OF CLERMONT
685 W. MONTROSE STREET
CLERMONT, FL 34711
PHONE: 352-241-7335

SEWER

CITY OF CLERMONT
685 W. MONTROSE STREET
CLERMONT, FL 34711
PHONE: 352-241-7335

ELECTRIC

DUKE ENERGY
P.O. BOX 120089
CLERMONT, FL 34712
PHONE: 352-241-7335

PHONE

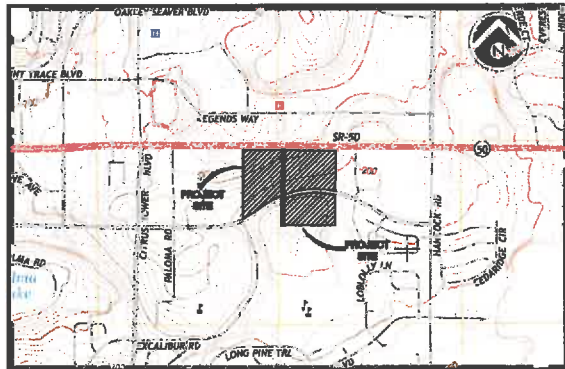
CENTURY LINK
280 CITRUS TOWER BOULEVARD
CLERMONT, FL 34711
PHONE: 800-672-6242

CABLE

BRIGHT HOUSE NETWORKS, LLC
602 HWY 50
CLERMONT, FL 34711
PHONE: 352-245-2408

USGS MAP

SCALE: 1"=1500'



THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

DATE: 08/01/16

DRAWN: SS

CHECKED: RZ

CUP-1

COVER SHEET

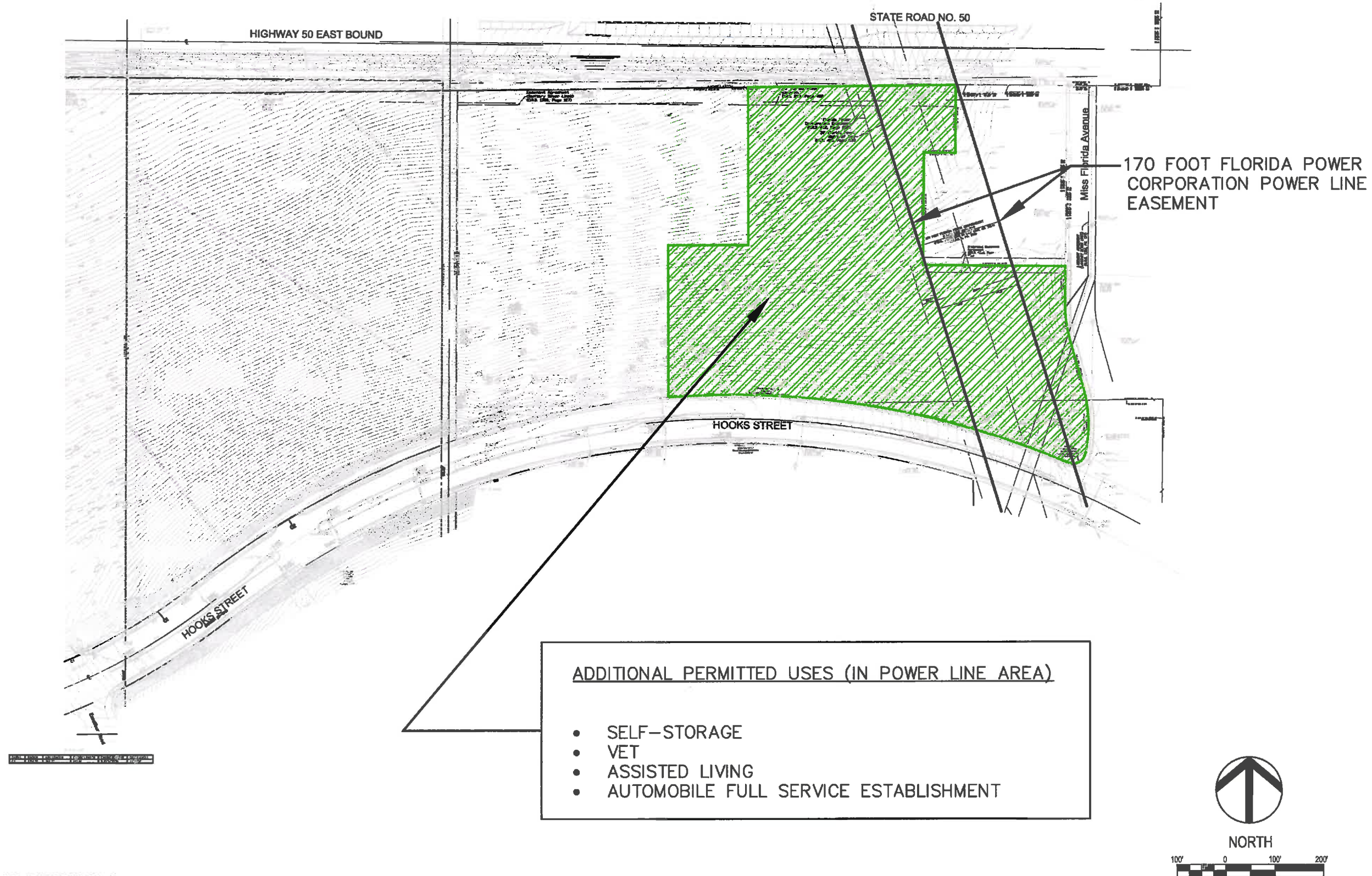
PROJECT NO.: 2015.196

Z DEVELOPMENT
s e r v i c e s

CA 29354

708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

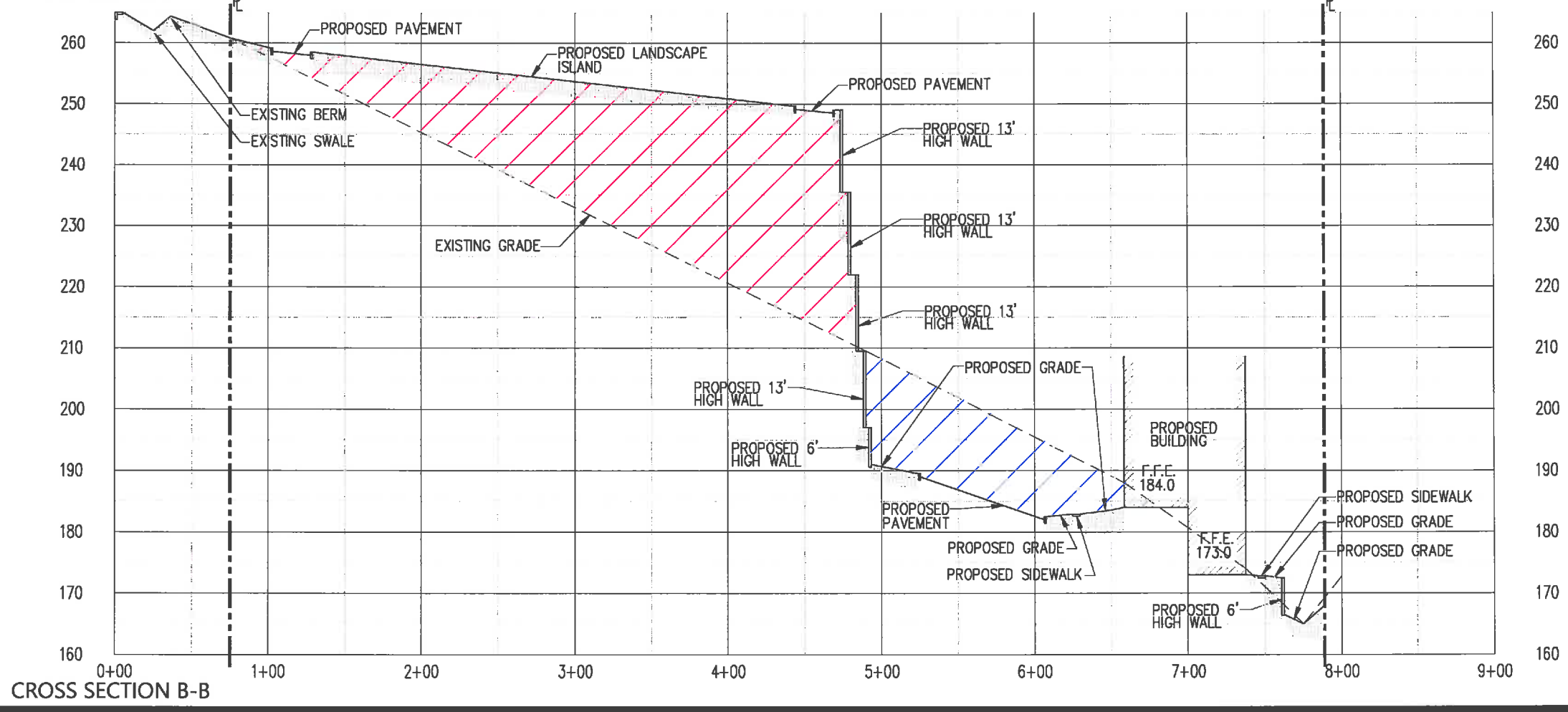
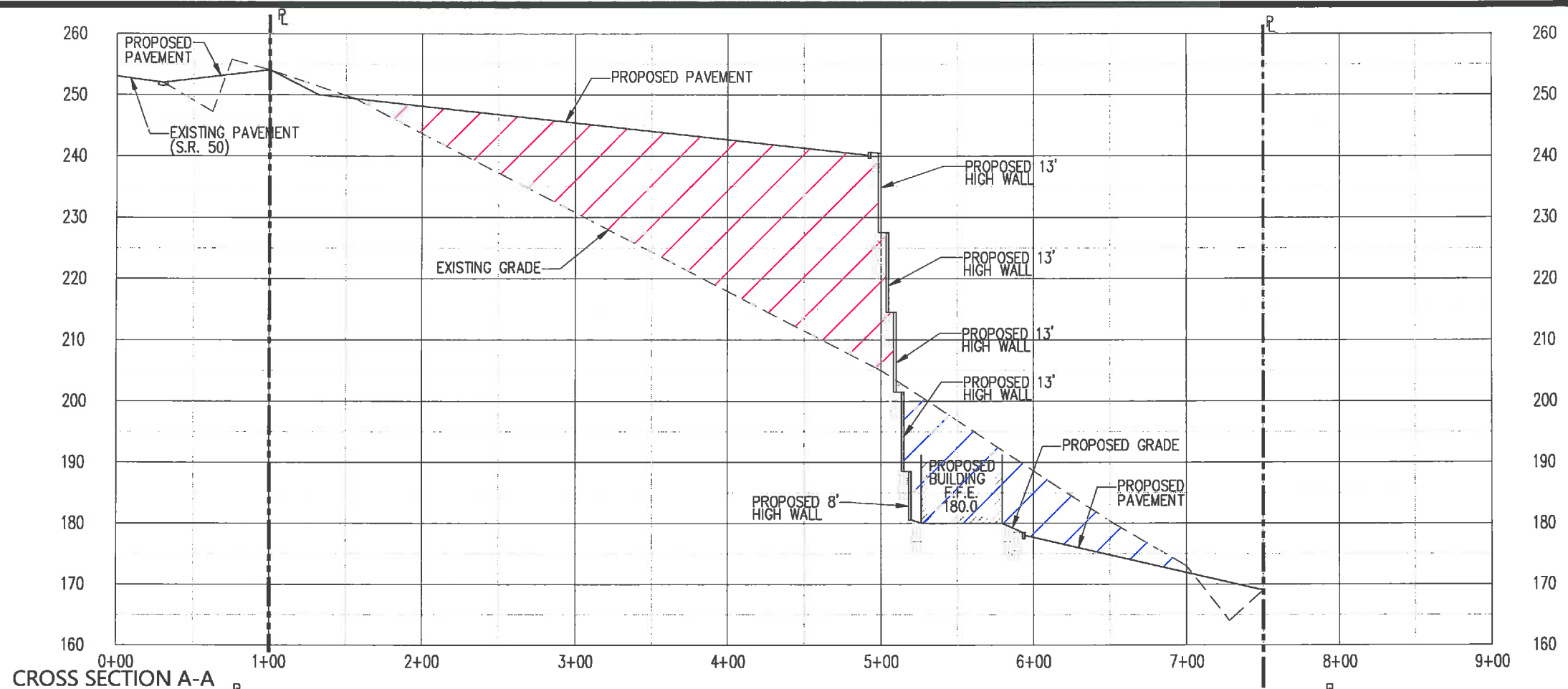
ADDITIONAL PERMITTED USES (ONLY IN POWER LINE AREA)



LOCATION OF ADDITIONAL PERMITTED USES

REVISION	DATE	REVISION	DATE

CUP-5
PROJECT
TOPOGRAPHY
PROJECT NO.: 2015.196



LEGEND

-  FILL NEEDED
-  CUT NEEDED

Z DEVELOPMENT
services
 CA 29354
 708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
 ORLANDO, FL 32803 FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

DATE: 08/01/16
 DRAWN: SS
 CHECKED: RZ

CUP-6
 CROSS SECTIONS
 PROJECT NO.: 2015.196

LEGAL DESCRIPTION

LESS THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4813, PAGE 845, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



-Site Benchmark Information-

#2
Set Nail and Disk "Traverse" in Concrete Walkway
Elevation: 225.87'

LAKE HIGHLANDS COMPANY
(PLAT BOOK 2, PAGE 28)

~~Schedule BII Exceptions~~

- Recorded as an *entry* by the City of Portland. Judgment in favor of Florida Power Corporation (Case File No. 74744) filed 7/19, 1987 (a Civil Order-Bole) Page 95.
29. *Assessment to Florida Electric Power Corporation* - Florida corporation recorded in *Shawmutes Book 7, Page 285*. (Assessment filed within 30 days of the right of way line as they were required by statute 1925A)
30. *Assessment for right of way* recorded in *Deed Book 123, Page 134*. (An unlawful fee of one section line, offered, not practiced due to a reservation of the plurality of the fee) 1872
31. *Assessment to Florida Power Corporation* recorded in *Deed Book 126, Page 428*. (Reflects the Subject Property - Depleted Areas)
32. *Assessment to Florida Power Corporation* recorded in *Official Records Book 418, Page 632*. (Reflects the Subject Property - Depleted Areas)
33. *Assessment to Florida Power Corporation* recorded in *Official Records Book 613, Page 663*. (Reflects the Subject Property - Depleted Areas)
34. *Assessment to Florida Power Corporation* recorded in *Official Records Book 613, Page 663*. (Reflects the Subject Property - Depleted Areas)
35. *Assessment Agreement between Hayward K. Knapp, trustee and City of Cleveland* recorded in *Official Records Book 1385, Page 127*. (Reflects the Subject Property - Depleted Areas)
36. *Drainage and Topography Certificate* Between *Assessment Agreement between Hayward K. Knapp, trustee and City of Cleveland* recorded in *Official Records Book 1387, Page 128*. (Assessment Agreement between Hayward K. Knapp, trustee and City of Cleveland) 7/19, 1987 (City of Cleveland) (Reflects the Subject Property - Depleted Areas)
37. *Drainage and Topography Certificate* Between *Assessment Agreement between Hayward K. Knapp, trustee and City of Cleveland* recorded in *Official Records Book 1387, Page 128*. (Assessment Agreement between Hayward K. Knapp, trustee and City of Cleveland) 7/19, 1987 (City of Cleveland) (Reflects the Subject Property - Depleted Areas)
38. *National Assessment Agreement* by and between *Hayward K. Knapp, Trustee and Alameda County* recorded in *Official Records Book 613, Page 798*. (Reflects the Subject Property - Areas from Nine Florida Acres)
39. *Utility and Drainage Assessment Agreement* by and between *Hayward K. Knapp, Trustee and Alameda County*, recorded April 17, 1915, in *Official Records Book 643A, Page 10*. (Reflects the Subject Property - Areas from Nine Florida Acres)
40. *Temporary Construction Agreement* and *Temporary Final Easement* by *Hayward K. Knapp, Trustee, in favor of Alameda County*, recorded April 17, 1915, in *Official Records Book 643A, Page 10*. (Reflects the Subject Property - Areas from Nine Florida Acres)

-Not in-

[illegible]

-Legend-

- [illegible]

- - FOOT Storm Markers
- - FIRE DEPARTMENT CONNECTION
- - FIBER OPTIC CABLE
- - Fire Hydrant
- - GUY Anchor
- - HANDICAP PARKING
- - HANDICAP RAMP
- Gas Meter
- Gas Valve
- - Stormwater Trap
- - Light Pole
- - Mixed End Section
- - SIGN
- - PARKING SPACES
- - Mixed Stormwater Drains

-  - Railway Marking
-  - Railway Valve
-  - Railback
-  - Stairs Exit

SIGNAL POLE

-  - Signal Marking

TELEPHONE HANGHOLE

TELEPHONE HANGER

TLP

-  - TRAFFIC LIGHT
-  - TRAFFIC SIGNAL
-  - TRAFFIC PANEL
-  - Transformer
-  - Gas Valve
-  - Water Valve
-  - Water Meter

FIG. 10. SYMBOLS AND MARKINGS



Graphic Scale

Flood Zone: X Community Number: 12000C Permit: 0110E Date: 12/18/2015

1301 S. International Parkway Suite 2001
Lake Mary, Florida 32746
www.trelandsurveying.com
Office 407.678.3366
Fax 407.320.8165

I hereby certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information Furnished to Me as Noted and Conform to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter SJ-17.052 Florida Administrative Codes, Pursuant to Section 472.007 Florida Statutes.

Patrick K. Ireland  FOR THE FIRM
Patrick K. Ireland, P.E. LB 7623
Date Signed: 09-07-15
This Survey is intended ONLY for the use of Gold Certified Parties.
This Survey MAY NOT BE USED FOR ANY OTHER PURPOSES AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE PROFESSIONAL ENGINEER OR ARCHITECT.

Revisions			
Scale: 1"= 60'		Approved By:	Drawn By: GLO
Field Date: 08/30/16		PKI	Reviewed By: PKI
Boundary Survey Certified To:			
Lorenzelli, Donald, Chubb, Senior, & Reed, P.A.			
Fidelity National Title Insurance Company			
CADD File: Y:\Drawings\08\16\08-23482D-0mg		(F.E.E.M.)	
		File Number: IS-234822	

File Number	IS-23822
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**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

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Mr. Fox stated that there was a feasibility study done and it came back favorable for a project like this.

Commissioner Smith stated that it's already zoned commercial and if they leave the project in the county, they can build it.

Vice-Chair Whitehead stated that she tried to rent a storage unit and she could not find one. She stated that the county can allow this to be built. She stated that she is for this project.

Commissioner Hubbard moved to recommend approval of the comprehensive plan amendment; Commissioner Smith seconded. The vote was unanimous to recommend approval of the comprehensive plan amendment.

4. REQUEST FOR REZONING

REQUEST: To change the zoning from Urban Estate to C-2 General Commercial.

PROJECT: Huber Self-Storage

Commissioner Hubbard moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

5. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a self-storage facility that occupies more than 20,000 square feet in the C-2 General Commercial

PROJECT: Huber Self-Storage

Commissioner Hubbard moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

6. REQUEST FOR REZONING

REQUEST: To amend the Planned Unit Development.

PROJECT: The Vue

Planning Manager Henschel presented the staff report as follows:

The applicant, AC-Fulcrum, is requesting an amendment to a Planned Unit Development rezoning that was originally granted in June of 2016. The original approval is for 10.5 acres of C-2 General Commercial all along Highway 50 and up to 342 multi-family units on the south

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

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side of the project fronting Hooks St. The applicant has discovered the originally approved waivers will not allow for their development to be constructed as proposed.

The 42 +/- acre property is located south of Highway 50, west of Miss Florida Avenue and north and south of Hooks Street.

The applicant already has waivers for 13-foot-tall retaining walls, but is now requesting a smaller buffer area between the walls. City code calls for a minimum 5-foot buffer area in between walls. This area is intended to allow shrubs and tree plantings to buffer the tall monolithic walls. The applicant is now requesting a 3-foot buffer area between walls.

The current approved ordinance allows for a cut and fill of up to 15 feet throughout the project. The applicant is now requesting up to a 40-foot fill, and up to a 30 foot cut in portions of the project area.

The applicant is also requesting taller monument signs than are allowed by code. Because of the existing DOT berm that runs parallel to Hwy. 50, the applicant does not feel the allowable 10-foot-tall signs will be effective for the businesses. The applicant is requesting these signs to be a maximum height of 15 feet.

For the final amendment, the applicant is asking to amend the language for allowable uses on site. Currently, the existing ordinance does not allow any automotive dealerships, and or any parts sales on site. The applicant would like to leave the dealerships as a prohibited use, but would like to allow parts sales and service only in the parcels adjacent to the Duke power easement. The applicant would also like to add veterinary use, self-storage use, and allow for an assisted living facility.

The existing PUD ordinance still remains in effect with the following waivers:

1. Maximum building height will be 55 feet, measured at the highest point for the multi-family portion.
2. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of State Road 50 and will be subject to the approval of the City Engineer.
3. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.
4. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30% of parking requirements.
5. A reduced landscape buffer along Highway 50 is requested due to the presence of a large

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

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berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30% more landscape required for Multi-family and C-2 uses.

6. Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
7. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.

Staff acknowledges a portion of the project was identified in the "Strategic Economic Development Plan" (DEO grant funded study) citing topography as a challenge with over 100 feet of elevation change.

Staff cannot however support the proposed excessive topography changes, reduced landscape buffer between walls, taller monument signs height, and the added automotive uses as requested by the applicant.

Jonathon Moore, 2419 Albert Lee Pkwy., Winter Park, stated that due to the slope of the property, he would not be able to build anything.

Commissioner Smith stated that this is a challenging parcel to develop.

Commissioner Hubbard stated that you were aware of the issues before you purchased.

Vice-Chair Whitehead stated that she is not for the sign waiver.

Commissioner Proli asked if he has looked at doing something other than apartments because of the terrain.

Mr. Moore stated that even after they cut down on the hills, there will still be hills. He stated that they are wanting to keep the view that is already there.

Bob Ziegenfuss, Z Development Services, 708 E. Colonial Dr., Orlando, stated that they have taken a closer look at the property since the previous approval. He stated since then they have spoken to the City's fire department and one of the main issues is getting the fire trucks in and out of the property with the slopes. He stated that they have to meet the ADA requirements.

Commissioner Proli asked if they would consider downsizing.

Mr. Moore stated that there would be no way to spread the cost. He stated that he is asking for a practical request so that the project does not fail.

Commissioner Hubbard moved to recommend denial of the rezoning; seconded by Commissioner Proli. The vote was unanimous to recommend denial.



Ground Penetrating Radar Systems, Inc.
GPR/RD Investigation for Underground Utilities
2200 E Hwy 50
Clermont, FL
January 24th, 2017

SURVEY PROCESS/RESULTS:

GPRS executed scans approximately every 50'-60', depending on the terrain, over the utilities located on the north side of the project site. In total there were 35 scans completed. Figure 1 of this report is a Google Map image outlining the general scanning area broken into three different sections. Figures 2-4 are close ups of each of those areas. The images on figures 2-4 of this report are have outlines indicating where the specific scans were completed. The numbered white arrowed lines indicate where the scans were completed during this site visit. The lines are numbered so that the text below the images indicate the depths of each utility corresponding to the appropriate number.

FIGURE 1

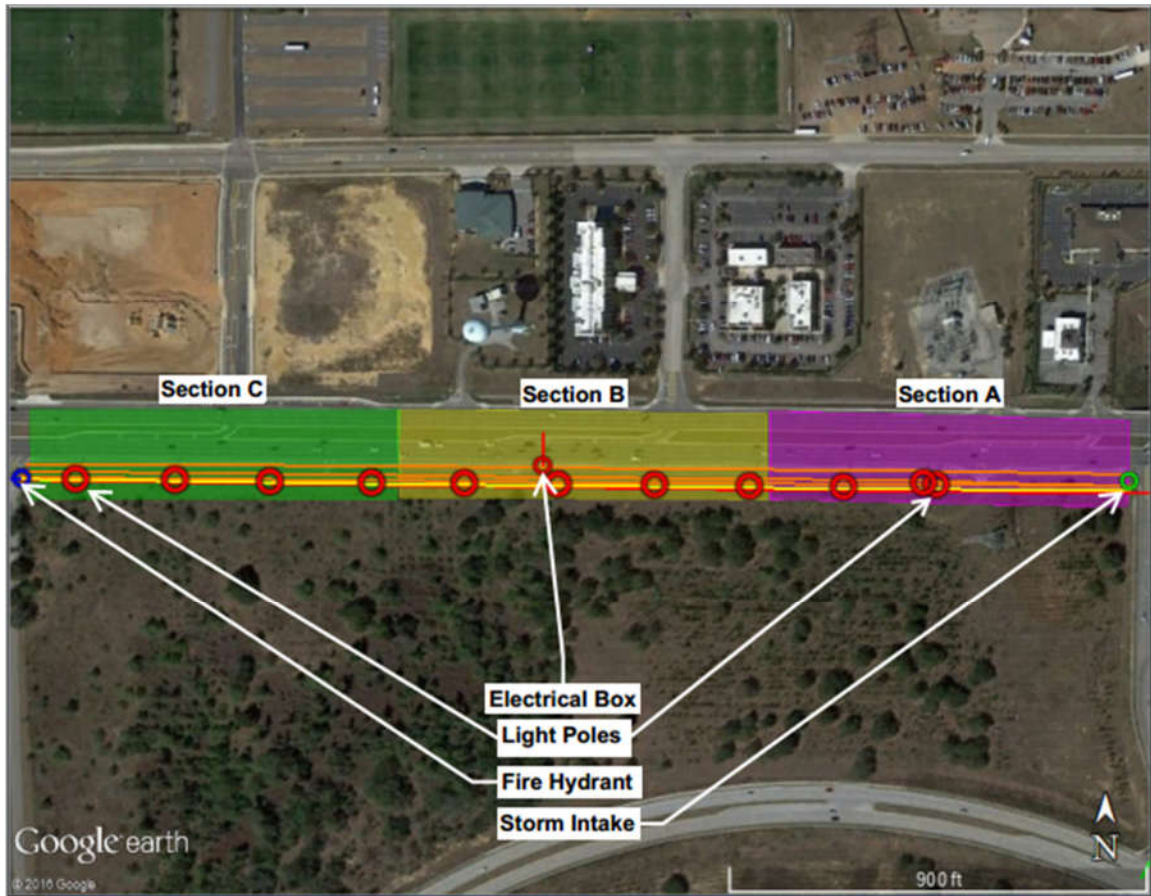
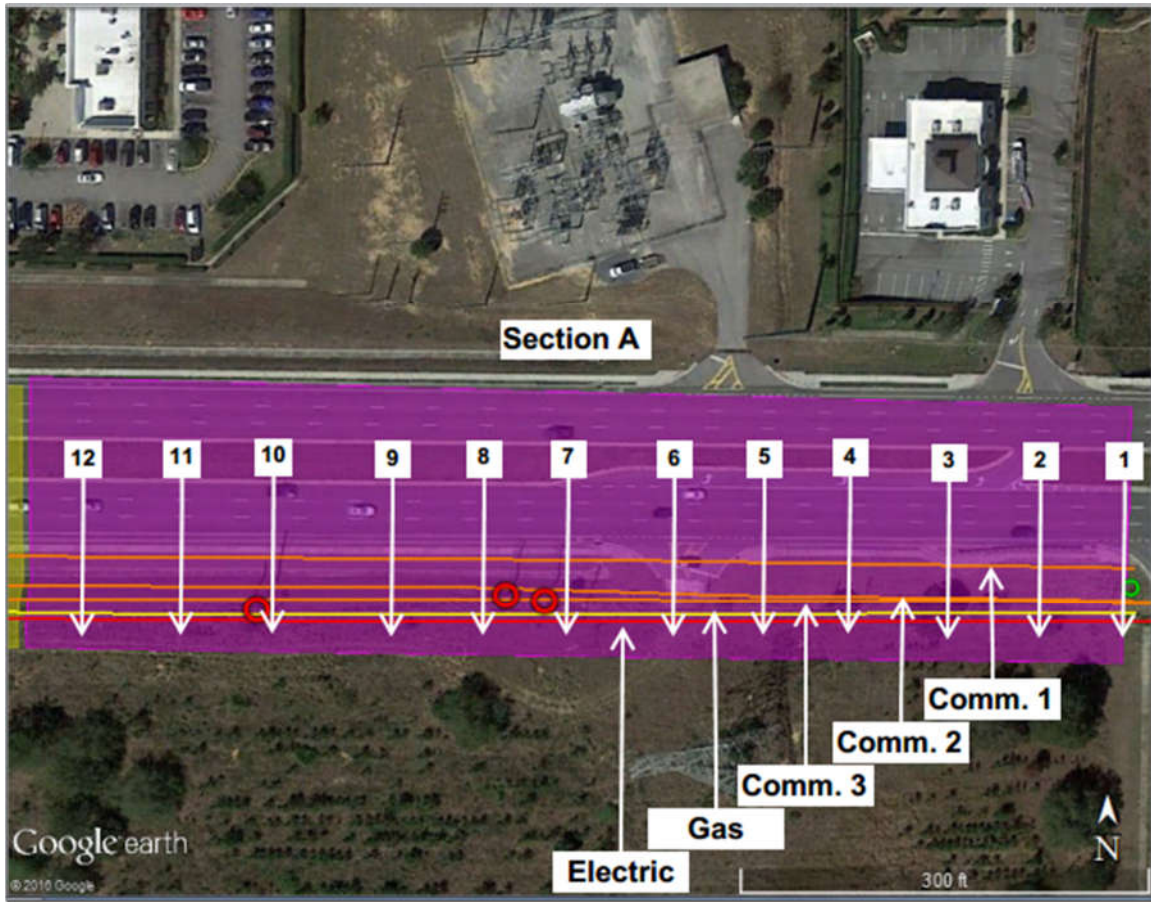
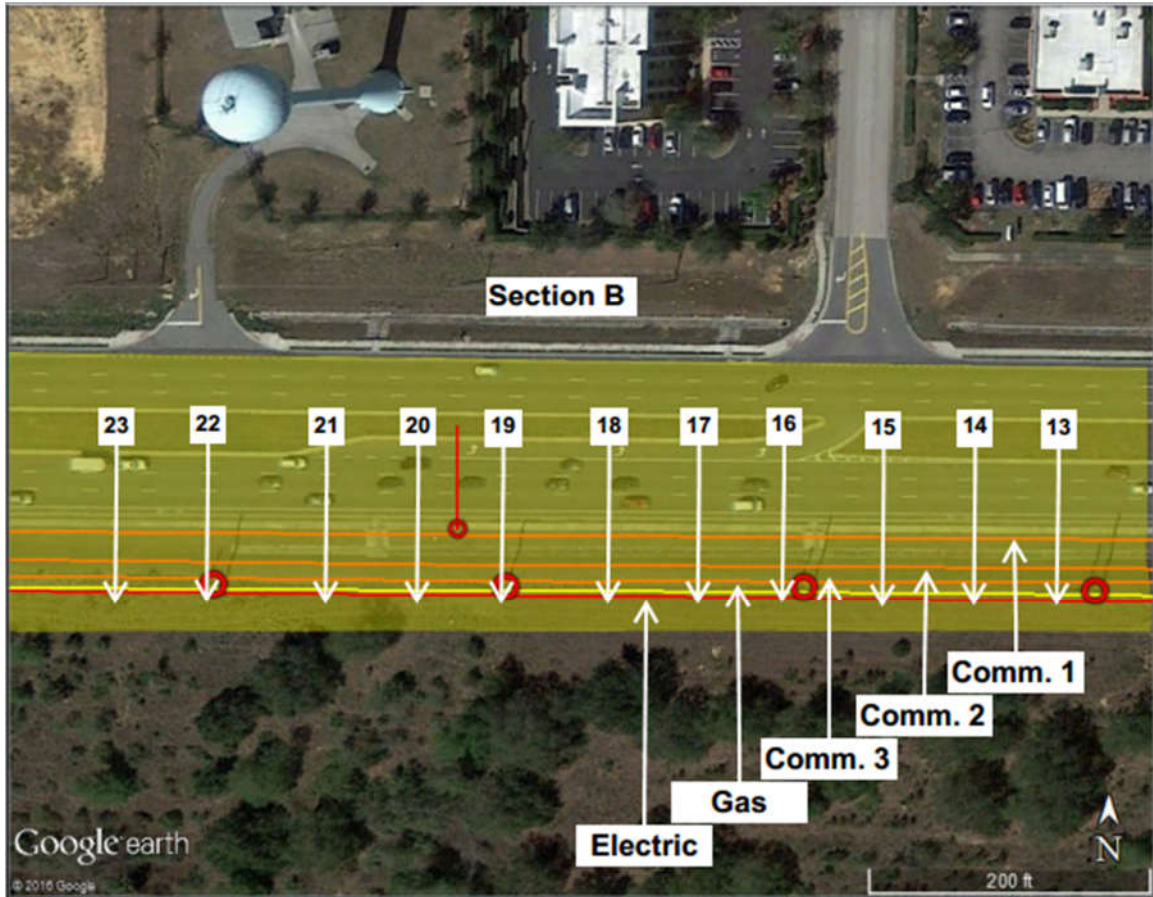


FIGURE 2



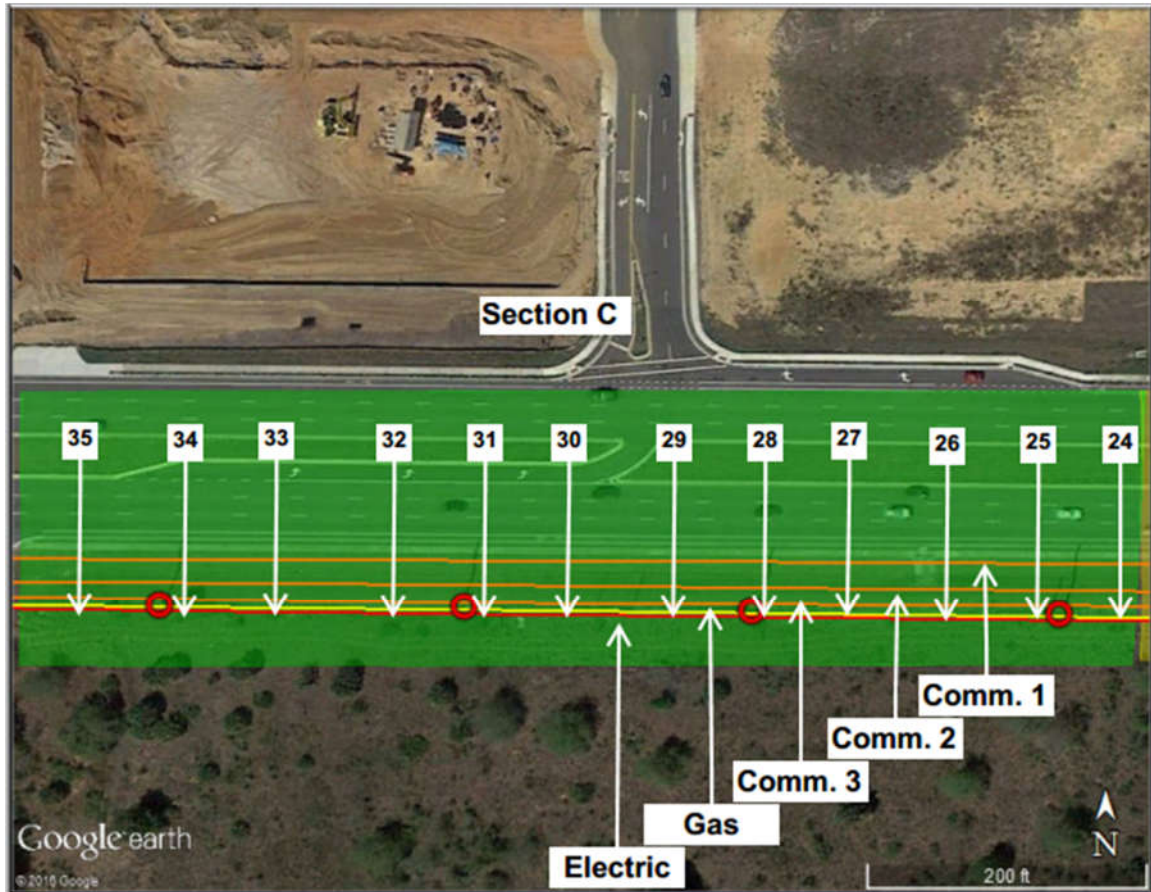
	Comm. 1	Comm. 2	Comm. 3	Gas	Electric
1-	48"	36-40"	24-30"	36"	36-42"
2-	30-36"	24"	24-30"	36-42"	36-42"
3-	24-30"	24"	24"	32-36"	32-36"
4-	24-30"	24"	24"	24-36"	24-36"
5-	24-30"	24"	24"	24-36"	24-36"
6-	30-36"	24"	24"	24-30"	24-36"
7-	36-48"	18-24"	18-24"	24"	24"
8-	24-30"	18-24"	18-24"	24-36"	24-36"
9-	24"	18-24"	18-24"	24-36"	24-36"
10-	24-36"	24"	24"	36"	24"
11-	24-30"	24"	18-24"	24"	24-36"
12-	24"	18-24"	24"	24"	24-36"

FIGURE 3



Comm. 1	Comm. 2	Comm. 3	Gas	Electric
13- 24-30"	18-24"	24"	24"	24"
14- 24"	18-24"	24-36"	24"	24-36"
15- 24"	18-24"	24-36"	24"	24-36"
16- 24"	18-24"	24-36"	18-24"	24-36"
17- 24"	18-24"	24-36"	18-24"	24-36"
18- 24"	18-24"	24-36"	18-24"	24-30"
19- 24"	18-24"	36-48"	24"	24"
20- 24"	18-24"	36"	24"	24-36"
21- 18-24"	24-30"	30"	18-24"	24-30"
22- 18-24"	24-30"	30"	18-24"	24-30"
23- 18-24"	24-30"	30"	18-24"	24-30"

FIGURE 4



Comm. 1	Comm. 2	Comm. 3	Gas	Electric
24- 18-24"	24-30"	30"	18-24"	24-30"
25- 24"	24-30"	30-36"	24"	24"
26- 24"	24"	36"	24"	24"
27- 24"	24-30"	36"	24"	24"
28- 24"	24-30"	36"	24"	24-30"
29- 24"	24-30"	30-36"	24"	24-30"
30- 24"	24-30"	30-36"	24"	24-30"
31- 24"	24-30"	30-36"	24"	24-30"
32- 24"	24-30"	30-36"	24-30"	24-30"
33- 24"	24"	24"	24"	24-30"
34- 24"	36"	24"	24-36"	30-36"
35- 24-30"	36"	36-42"	30-36"	24-36"



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 9/26/16

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): The VUE at Clermont

APPLICANT: AC-Fulcrum

CONTACT PERSON: Jonathan Moore

Address: 710 East Colonial Drive

City: Orlando State: FL Zip: 32803

Phone: 407-373-0930 Fax: _____

E-Mail: jmoore@accommercial.com

OWNER: AC Commercial Properties I, LLC

Address: 710 East Colonial Drive

City: Orlando State: FL Zip: 32803

Phone: 407-373-0930 Fax: _____

Address of Subject Property: Clermont, FL 34711

Legal Description (include copy of survey): _____

Acreage: 28.9 Land Use: Timber
(City verification required)

Present Zoning: PUD / C-2 Proposed Zoning: Amending existing PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?

AC-Fulcrum is assembling the parcels shows in exhibit "A" attached. We are seeking to amend the previously approve PUD with the additional uses of full-service automotive stores (not auto parts stores), veterinary clinics, self-storage facilities, and assisted living facilities. Additionally, given the extreme elevation changes on the site, AC-Fulcrum is seeking variances for cut and fill and signage height requirements. The greater variances for cut and fill and signage are imperative to the viability of the project. Without approval it will render the property undevelopable.

AC-Fulcrum
Applicant Name (print)

X [Signature]
Applicant Name (signature)

AC Commercial Properties, LLC
Owner Name (print)

X [Signature]
Owner Name (signature)

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

This Instrument Prepared By:
Jonathan D. Wallace, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200



ALTERNATE KEY: 1028272

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made effective as of the 22nd day of November, 2011, by RICHARD E. BOSSERMAN, as to an undivided one-half ($\frac{1}{2}$) interest as a tenant in common to the Property (as defined below), and CHARLES E. BOSSERMAN, III, as to an undivided one-half ($\frac{1}{2}$) interest as a tenant in common to the Property (as defined below), whose post office address is whose post office address is 125-A East Marks Street, Orlando, Florida 32803 (hereinafter collectively referred to as "Grantors"), to 14 ACRES SR 50, LLC, a Florida limited liability company, whose post office address is 125-A East Marks Street, Orlando, Florida 32803 (hereinafter referred to as the "Grantee").

(Wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations.)

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all of Grantors' right, title and interest in and to their respective undivided one-half ($\frac{1}{2}$) interests as a tenant in common in that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described as follows:

THAT PORTION OF TRACTS 21 AND 28 AS SHOWN ON THE LAKE HIGHLANDS COMPANY'S PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, LYING NORTH OF HOOK STREET, AS RECORDED IN BOOK 2017, PAGE 1757, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of the Property in fee simple; that the Grantors have good right and lawful authority to sell and convey the Property, and hereby warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever. This conveyance is subject to taxes accruing subsequent to December 31, 2010, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantors certifies that on the date of execution, delivery and recordation of this instrument, neither of the Grantors nor any member of Grantors' family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of either of the Grantors.

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantors, and has relied upon the representation of Grantors as to the status of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of Grantors to hold such title in the manner represented.

Note to Recorder: The conveyance being effectuated by this instrument is a conveyance of real property from the individuals collectively referred to as Grantors to a limited liability company which is owned by such individuals in the same proportion to which they currently own title to the Property. The Property is unencumbered and no consideration is being paid by Grantee to Grantors in exchange for this conveyance. Accordingly, this instrument is exempt from the imposition of Florida documentary stamp taxes in accordance with applicable case law.

[Signatures and notary acknowledgments appear on the following page.]

IN WITNESS WHEREOF, the persons named herein as "Grantors" have executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: LAUREN Y. DETZEL

Richard E. Bosserman
RICHARD E. BOSSERMAN

Print Name: Brian M. Malec

Print Name: LAUREN Y. DETZEL

Charles E. Bosserman III
CHARLES E. BOSSERMAN, III

Print Name: Brian M. Malec

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of Nov., 2011, by RICHARD E. BOSSERMAN. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

REDIPSETZEL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD982337
EXPIRES 8/2/2014
BONDED THRU 1-888-NOTARY1

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of Nov., 2011, by CHARLES E. BOSSERMAN, III. Said person (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

00643298v1

LAUREN Y. DETZEL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD982337
EXPIRES 8/2/2014
BONDED THRU 1-888-NOTARY1

TRACTS 21 AND 28 AS SHOWN ON THE LAKE HIGHLAND'S
COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26
EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA; LESS THAT PORTION OF TRACT 28, LYING
SOUTH OF HOOK STREET, (COUNTY DISTRICT NO. 2-1346).

STATE ROAD NO. 50
(Variable Width Public Right-of-Way)

TRACT 11B TRACT 12 TRACT 13

30' Right of Way (P)
S 89°48'40" W 647.78'

North-South Mid Section Line

TRACT 22 TRACT 21 TRACT 20

14 Acres SR 50 LLC
Alternate Key # 1028272
Area = 579,561 Sq. Ft.
or 13.304 Acres

Maynard K. Tru:see
Alternate Key # 3334586

S 0°29'08" W 1102.71'

S 0°35'24" W 728.67'

C1
R=1250.00'
Delta=8°35'22"
L=187.40'
T=93.87'
C=187.22'
CB=N56°11'18"E

TRACT 28

C2
R=1750.00'
Delta=18°32'44"
L=566.44'
T=285.72'
C=563.97'
CB=S61°09'59"W

TRACT 27

TRACT 29

Remainder of
TRACT 28

HOOK STREET

N
W E
S

Graphic Scale
0' 75' 150' 300'
Scale: 1"=150'

TRACT 27

"This is not a Boundary Survey"

This is not a Boundary Survey

Field Date: N/A		Date Completed: 3/15/16		-Notes-		I hereby Certify that the Station of the above Described Property is True and Correct to the Best of my Knowledge and Accord as of the Date Shown, Based on Information furnished to me by the Owner and Certified to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 351-17.00, Florida Administrative Codes, Pursuant to Section 472.02(7) Florida Statutes.	
Drawn By: GLG		File Number: IS-23822					
-Legend-				> Sketch is Based upon the Legend Description Supplied by Client. > Abutting Property Deeds have NOT been Researched for Gaps, Omissions and/or Hazards. > Subject to any Easements and/or Restrictions of Record. > Existing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BS". > Building Ties are NOT to be used to reconstruct Property Lines. > Fence Ownership is NOT determined. > Proof Overhangs, Underground Utilities and/or Footers have NOT been located. Only Above Ground features noted. > Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. > Use of This Survey for Purposes other than Intended, Without Written Verification from the User, Will Be at Their Own Risk and Liability to the Surveyor. Nothing Hereon shall be Constructed to give Any Rights or Benefits to Anyone Other than those created. > Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Review Approval by F.E.A.. Title Insurance may be affected by Flood Zones and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Engineer's certificate (Surveyed) nor by the surveyor's assurance NO LIABILITY for the Accuracy of this Determination.			
C	Calculated	PC	Point of Curvature				
CB	Control	P	Point				
CM	Concrete Block	PI	Point of Intersection				
CM	Concrete Monument	P.O.S.	Point of Beginning				
D	Description	P.O.L.	Point on Line				
DE	Drainage Easement	P.P.L.	Power Pole				
F.E.M.A.	Federal Emergency Management Agency	PRM	Permanent Reference Monument				
FPE	Finished Floor Elevation	PT	Point of Tangency				
Fnd.	Found	R	Radius				
I	Iron Pipe	R&C	Rebar & Cap				
L	Length (Arc)	RSC	Rebar & Cap				
M	Measured	Ret.	Recovered				
NAD	Natural	Res.	Rest				
OBR	Official Records Book	Sat X2	Sat X2 Rebar & Cap				
P.S.	Plat	Typos	Typo				
S	Sketch	U	Utility Easement				
W	Wood Fence	W	Water				
		W.A.	Water Meter				
		W.A.	Water Meter (Survey Angle)				
		W.C.	Chain Link Fence				

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2016-47

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

South of Highway 50, west of Miss Florida Avenue
Alternate keys 1028272 & 3334566

LEGAL DESCRIPTION

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

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, PG 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, PG 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of SR 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said

curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, PG 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of SR 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the Plat thereof as recorded in PB 2, PG 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of SR 50; thence S89°06'23"E, along said south right-of-way line of SR 50, a distance of 185.01 feet to the Point of Beginning.

Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain non-exclusive ingress-egress easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in ORB 4613, PG 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, PG 28, of the Public Records of Lake County, Florida; less that portion lying within and north of the right of way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, PG 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of SR 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of

1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of SR 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of SR 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, PG 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of SR 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of SR 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hooks Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet.

Containing 0.32 acres, more or less

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, PG 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346).

To amend the Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, November 1, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, December 13, 2016 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 25 and November 29, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 28, 2017	
Agenda Item Name	
Ordinance No. 2016-40 <i>Final Density Amendment</i>	
Requested Action	
Recommend approval of Ordinance 2016-40.	
Staff Report	
<i>Because the transmittal of the proposed large-scale comprehensive plan amendment was postponed from Oct. 25, 2016 to Dec. 13, 2016, the adoption of the ordinance also has been postponed by Council until the Feb. 28, 2017 meeting to allow receipt of the review letter from the Florida Department of Economic Opportunity.</i> This administrative request for an amendment to the Future Land Use Element of the City's adopted comprehensive plan would increase the residential density of the Downtown Mixed Use future land use classification from a maximum of 12 units/acre to up to 40 units/acre. This is the adoption phase of the proposed comprehensive plan amendment. On Mar. 23, 2015, the Council approved the Downtown and Waterfront Master Plan. This started the progression toward enhancing, connecting and growing downtown and the waterfront area. The City is currently moving forward on Victory Pointe, the downtown regional stormwater system. This is the first step in promoting growth and redevelopment in downtown. The next step is to focus on the downtown residential market. In order to sustain, grow and infuse new businesses, people are needed. This need was documented in the Downtown and Waterfront Master Plan that characterized development in the downtown core to allow 25-40 units/acre. Currently, the City's maximum is 12 units/acre. Fewer than 650 people currently live in the Central Business District area, which matches the boundaries of the Downtown Mixed Use future land use category. In February 2016, a density study prepared for the City by UDP Consulting "test-fitted" three different density thresholds to understand what the possible development may yield. The three densities were 12 units/acre, 25 units/acre, and 40 units/acre. It was noted that the existing 12 units/acre has done very little to attract investment through redevelopment in downtown and a need to increase it was evident. The jump to 40 units/acre may lead to new development, but addressing the associated parking onsite may be challenging, but not impossible to do. The study recommended the 25 units/acre since the test-fit suggested that this is achievable without overburdening the City with parking requirements. It is important to note, however, that the "test-fit" scenarios included mixed-use development with retail on the first floor that generated more need for parking. On Dec. 1, 2016, the Council held a workshop on proposed changes to densities in the Downtown Mixed Use/Central Business District area. After a PowerPoint presentation by Richard Levey of Levey Consulting, the Council took public comment from neighbors and business leaders. It was proposed to set a base density of up to 25 units/acre, but to also allow a density bonus of up to a maximum 40 units/acre. Additionally, staff recommended that changes to the City's land development code be made to further define criteria for higher-density development downtown.	

Proposed changes to the land development code that would create bonus criteria to allow densities of more than 12 units per acre and up to 40 units/acre are also on the Feb. 28, 2017 Council agenda. These criteria, such as fee simple ownership and quality building materials, were initially to apply to densities of more than 25 units/acre. However, upon further consideration, the criteria are now proposed to apply to all Downtown Mixed Use densities more than 12 units/acre, the currently allowed maximum. Consequently, Exhibit A of Ordinance 2016-40 now references 12-40 units/acre instead of 25-40 units/acre that was part of the Dec. 13, 2016 comprehensive plan amendment transmittal.

The Florida Department of Economic Opportunity has reviewed the proposed amendment and has no comments related to state resources and facilities that would be adversely impacted if the amendment was adopted.

Staff recommends approval of the comprehensive plan amendment to allow a maximum density of 12-40 units/acre in the Downtown Mixed Use future land use category.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------|---|
| 1. | Ordinance | Density Ord. 2016-40.doc |
| 2. | Exhibit A | Exhibit A - Future Land Use Element 2016 Density change with bonus.docx |
| 3. | DEO Letter | 16-5ESR DEO.pdf |
| 4. | Downtown MU FLU Map | Downtown MU FLUM.pdf |
| 5. | Legal ad | Density Legal ad.doc |

CITY OF CLERMONT
ORDINANCE No. 2016-40

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 TO AMEND THE MAXIMUM DENSITY FOR THE DOWNTOWN MIXED USE FUTURE LAND USE CATEGORY; 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 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing October 4, 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 December 13, 2016 and February 28, 2017 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. 2016-40

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. 2016-40

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2017.

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 February 28, 2017

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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 12-40 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, except in the Downtown Mixed Use Category, which may allow a bonus density of up to 40 units per acre through a Community Benefit Agreement as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. ~~however, densities higher than eight units per acre in the Residential/Office Category 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.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

January 20, 2017

The Honorable Gail Ash
Mayor, City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 16-5ESR, Ordinance 2016-40), which was received on December 23, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

We are, however providing one technical assistance comment. The Agency's technical assistance comment will not form the basis of a challenge but is offered to strengthen the City's comprehensive plan or ensure compliance with the provisions of the Community Planning Act. As drafted, the proposed amendment grants significantly higher densities in the Downtown Mixed Use category through the use of a *Community Benefit Agreement* provided for in the City's land development code but not in the comprehensive plan. The comprehensive plan should provide the basis for existence and use of a *Community Benefit Agreement* used to add greater density within the Downtown Mixed Use category.

As proposed, the *Community Benefit Agreement* instrument is referenced and guided by the Clermont Land Development Code, not the City's Comprehensive Plan. The objective should be to have the comprehensive plan provide guidance as to where greater density or intensity of land use is applied. This will give predictability to the application of greater density and intensity. In response, the City should consider revising this amendment, prior to adoption.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

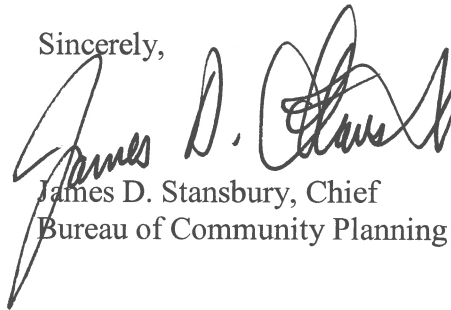
Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

We appreciate the opportunity to work with the City's staff in the review of the amendment. If you have any questions concerning this review, please contact Sean Reiss, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning

JS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Barbara Hollerand, Development Services Director, City of Clermont
Hugh W. Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

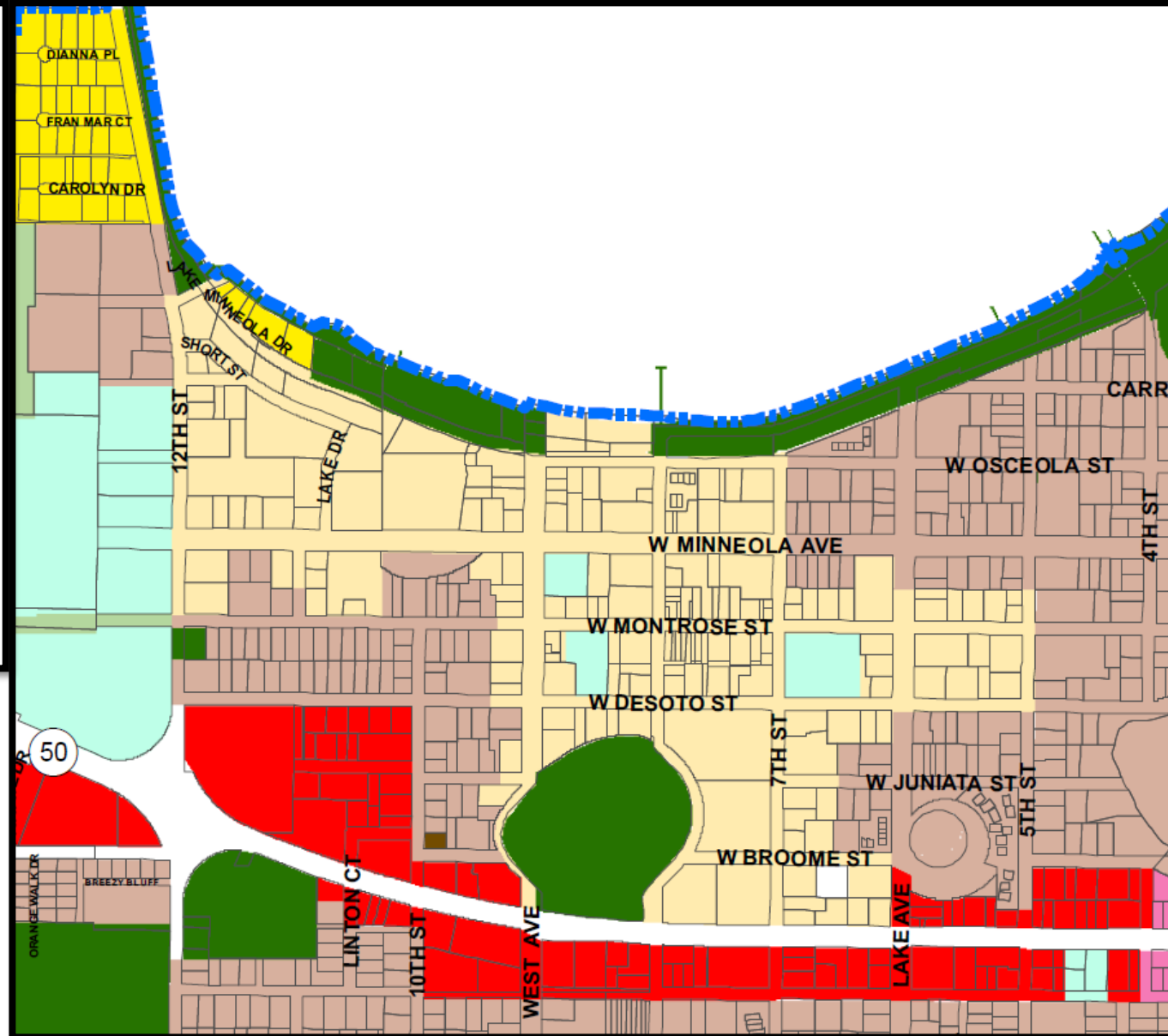
_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Future Land Use Map - Downtown Mixed Use Category – Density Text Change

Legend

- City Limits
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Residential/Office
- Office
- Downtown MU
- Commercial
- Conservation
- Industrial
- Master Planned Development
- Parks
- Public Fac/Institutional



CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2016-40

The City of Clermont will hold public hearings on Tuesday, October 4, 2016 at 6:30 pm before the Planning and Zoning Commission and on Tuesday, October 25, 2016 at 6:30 pm before the City Council (transmittal hearings), and on Tuesday, December 13, 2016 at 6:30 pm before the City Council (final adoption hearing) to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

Ordinance #2016-40:

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 a text amendment to the Future Land Use Element of the Comprehensive Plan to amend the maximum density for the Downtown Mixed Use future land use category; setting forth the authority for adoption of the Comprehensive Plan Amendment; setting forth the purpose and intent of the Comprehensive Plan Amendment; establishing the legal status of the Comprehensive Plan Amendment; 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.

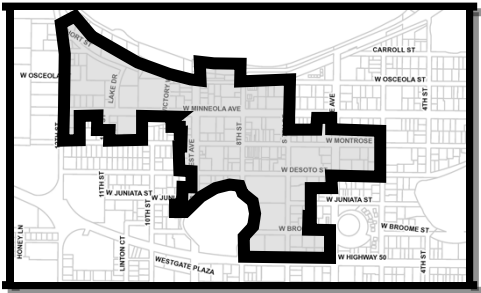
The proposed amendment may be inspected at the City's Development Services Department (first floor, City Hall) between 8 am and 5 pm. Monday-Friday.

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
September 23 and November 29, 2016

Map of area:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 28, 2017	
Agenda Item Name	
Ordinance No. 2017-22 <i>Final Density Bonus Criteria</i>	
Requested Action	
Recommend approval of Ordinance 2017-22.	
Staff Report	
At its Dec. 13, 2016 meeting, the Council approved the transmittal of Ordinance 2016-40, a proposed amendment to the future land use element of the comprehensive plan that would increase the maximum allowed density in the Downtown Mixed Use district from 12 units per acre up to 25 units per acre. This proposed amendment also provided for a bonus density up to a maximum of 40 units per acre through a Community Benefit Agreement that would be detailed in the land development code (LDC). At the December hearing, the Council directed staff to prepare density bonus criteria for consideration at the Feb. 28, 2017 meeting along with the final adoption of Ordinance 2016-40, the related comprehensive plan amendment. Several criteria for receiving bonus density consideration were discussed at the December hearing, including fee simple ownership and quality building materials. These criteria, as well as others that address pedestrian improvements, trail connections and urban design/architecture, are proposed as mandatory requirements to be met when considering any densities exceeding the currently allowed 12 units per acre. Eight additional criteria are outlined in the proposed new code Section 122-249 Density Bonus Criteria that would provide a basis for consideration of additional density up to the maximum 40 units per acre. These criteria are streetscape elements, transit facilities, parking structures, public parking, environmental sustainability, public open space, public art/cultural facilities and enhanced landscaping. The LDC language also outlines a compatibility review process for projects proposing to use the bonus that would assess whether the projects have the potential to negatively impact adjacent properties abutting the CBD. Finally, Section 122-249 describes the Community Benefit Agreement (CBA) that would be required for final Council approval. The CBA is also referenced in the future land use element amendment. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2017-22	2017-22 Density Bonus Criteria.doc	
2. Minutes	P&Z Minutes.pdf	
3. Legal ad	2017-22 Density Bonus Criteria legal ad.doc	

CITY OF CLERMONT
ORDINANCE No. 2017-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY ADDING SECTION 122-249, DENSITY BONUS CRITERIA; SETTING FORTH STANDARDS AND REGULATIONS FOR THE CRITERIA FOR THE DENSITY BONUS; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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 February 7, 2017 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 122-249, Density Bonus Criteria, of the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Section 122-249 Density Bonus Criteria.

General Description

An applicant may request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. The attainment of a bonus requires three separate components:

1. Compliance with the mandatory requirements;
2. Utilization of the density bonus criteria;
3. Compatibility with the planned character of adjacent and surrounding properties.

CITY OF CLERMONT
ORDINANCE No. 2017-22

A bonus shall not be considered an entitlement. The maximum available bonus under the proposed system below may not be appropriate in all situations. Neighborhood compatibility issues or lack of adequate infrastructure may not support the full bonus. The City Council may approve a requested bonus, approve a requested bonus with conditions to mitigate the impact of the bonus, approve a lesser bonus, approve a lesser bonus with conditions to mitigate the impact of the bonus, or deny a requested bonus.

Maximum Residential Density in the Central Business District

The maximum residential density permitted in the Central Business District is 25 dwelling units per acre. Through the use of the bonus provisions below, the total maximum allowed residential density may be increased to 40 dwelling units per acre in the Central Business District. At no time shall residential densities be increased above 40 dwelling units per acre.

Mandatory Requirements for Residential Development in the Central Business District

The following items are mandatory components for any project in the Central Business District that is greater than 12 dwelling units per acre, including any project utilizing the density bonus provisions of this section:

1) Ownership

The project must be designed, constructed and sold as fee simple or condominium ownership structure.

2) Construction Materials

Durable, high-quality materials, such as stone, steel, glass, precast concrete, or masonry shall be required. Such materials and associated architectural features must wrap around all sides of the building that are visible from the public realm. Traditional stucco may be appropriate in a historic context or for a Mediterranean-style building. Buildings incorporating EIFS (Exterior Insulation Finishing System) or other faux-stucco finish for more than 10 percent of a street-facing façade do not meet this criterion. Buildings constructed primarily of wood framing do not meet this criterion.

3) Urban Design/Architecture

Building placement must reinforce the walkability of downtown and embrace desired pedestrian/building relationships. The primary building entrance, if a singular entrance, must be a prominent feature that is defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. Buildings on corner lots and buildings that terminate views from the public realm must incorporate additional height or other features that emphasize their prominent location.

4) Pedestrian Improvements

CITY OF CLERMONT
ORDINANCE No. 2017-22

The project must include sidewalks in all public rights-of-way and a pedestrian access plan for the internal movement throughout the project.

5) Trail Connection

The project must be adjacent to or within 1,500 feet of a publicly dedicated trail. If not adjacent, a connection between the project site and public trail must be constructed. Any planned connection must meet the minimum design criteria for a publicly accessible trail.

Criteria for Density Bonus

Bonus density may be awarded to a project based upon successful compliance with one or more of the following criteria listed below. Each project must demonstrate that the inclusion of one or more of the following criteria justifies an increase in density. The City shall consider the entirety of the project and the manner in which the project exceeds minimum City standards for development within the Central Business District. Those projects exemplifying maximum and superior utilization of the bonus criteria below may be awarded a higher density. The determination of the final allowable maximum density includes consideration of the criteria below and compliance with the Compatibility Revisions of this section. The density bonus commitments proffered by the applicant and agreed to by the City shall be included in a Community Benefit Agreement described further in this section.

1. Streetscape

Streetscape treatment that meets the City's downtown streetscape plan or exceeds the minimum standards normally required of the development's location.

2. Transit

The site is proximate (1/4 to 1/2 mile) to a sheltered transit stop. This criterion may be waived until such time as transit service is more fully provided within the downtown corridor.

3. Parking Structure

Parking garage is located such that it is interior to the site or lined with habitable space along all street-facing facades.

4. Public Parking

The project provides parking beyond the minimum required by code to accommodate public parking in the downtown.

5. Environmental Sustainability

CITY OF CLERMONT
ORDINANCE No. 2017-22

Site design and building materials that exceed the minimum environmental sustainability requirements in place at the time of development. Such enhancements should consider energy efficiency, stormwater design, solar, solar roofs or other renewable energy sources, recycling, and sustainable materials options, all of which should be judged against the best-available technology and any relevant and generally accepted environmental certification programs.

6. Public Open Space

Publicly accessible and functional open space that is open to the sky and at least 2,500 square feet in area.

7. Public Art/Cultural Facilities

The project includes a prominent component of public art or provides space to support community cultural activities, all accessible to the public. The applicant may proffer a payment in lieu of this criterion subject to a fund established by the City for use consistent with the intent of this provision.

8. Landscaping

A landscaping plan that exceeds the minimum City requirements.

Compatibility Review

Projects that utilize this density bonus section to increase density above 25 dwelling units per acre, and are located adjacent to, or across a public street from, an adjoining zoning district other than the Central Business District, shall be required to undergo a Compatibility Review (CR). This review will ensure that the proposed density bonus results in a development that is compatible with the massing, scale, form, and design of adjoining and nearby development. The City Manager or designee responsible for administration of the Land Development Code shall consider the following factors in conducting the Compatibility Review:

1. The current and planned uses of the surrounding area as allowed by the current future land use category(s) of surrounding properties;
2. If the resulting use of the density bonus will have a substantially greater negative impact on the surrounding neighborhood than the project would have without utilizing a density bonus;
3. If proposed building setbacks significantly decrease site lines between building sites;
4. If proposed landscaping/buffers provide sufficient screening to mitigate the negative effects of the incompatibility; and

CITY OF CLERMONT
ORDINANCE No. 2017-22

5. If the resulting use of the density bonus decreases the level of service of any infrastructure below the adopted standards in the comprehensive plan.

Neighborhood Compatibility Report

The City Manager or designee shall produce a neighborhood compatibility report based on the proposed project. If the report results in a recommendation to reduce or eliminate the use of the density bonus for failure to meet the findings of the compatibility review, the City Manager or designee shall provide additional conditions on the project to mitigate those concerns. Those conditions may include, but are not limited to the following:

1. A reduction in the density bonus.
2. Increased building setbacks.
3. Increased landscaping/buffers.
4. Increased open space.
5. Off-site infrastructure improvements necessary to maintain adopted levels of service.

Community Benefit Agreement

An agreement between the City and the Applicant shall be required to memorialize the commitments proffered by the applicant, and shall be considered by the City Council at the time the application is considered in a public hearing. This agreement shall be known as a Community Benefit Agreement (CBA), and shall contain the terms and conditions by which the applicant will provide the density bonus elements of the project. The Community Benefit Agreement shall be presented to the City Council along with the application to increase residential density above 25 dwelling units per acre on any project in the Central Business District.

SECTION 3.

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. 2017-22

SECTION 4.

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

SECTION 5.

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.

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. 2017-22

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2017.

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
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday February 7, 2017 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carol Thayer, Herb Smith, Cuqui Whitehead, Tony Hubbard, and Jack Martin. Also in attendance were Shannon Schmidt, Economic Development Director, Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

Chairman Jones introduced and welcomed Commissioner Thayer to the Planning and Zoning Commission.

MINUTES of the Planning and Zoning Commission meeting held January 3, 2017 were approved as written.

REPORTS

Chairman Jones stated that Hungarian Rhapsody from the Florida Lakes Symphony Orchestra would be here February 23, 2017 at 7:30 pm at the First United Methodist Church.

Commissioner Whitehead thanked Chairman Jones and Ms. Schmidt for attending the local high schools program for Job Readiness. She stated that there were 550 students at East Ridge and Lake Minneola high schools and 400 students at South Lake High School.

1. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend the Land Development Code by adding section 122-249 Density Bonus Criteria.

APPLICANT: Staff

Development Services Director Hollerand presented the staff report as follows:

At its Dec. 13, 2016 meeting, the Council approved the transmittal of Ordinance 2016-40, a proposed amendment to the future land use element of the comprehensive plan that would increase the maximum allowed density in the Downtown Mixed Use district from 12 units per acre to up to 25 units per acre. This proposed amendment also provided for a bonus density up to a maximum of 40 units per acre through a Community Benefit Agreement that would be detailed in the land development code (LDC).

At the December hearing, the Council directed staff to prepare density bonus criteria for consideration at the Feb. 28, 2017 meeting along with the final adoption of Ordinance 2016-40, the related comprehensive plan amendment.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017

Page 2

Several criteria for receiving bonus density consideration were discussed at the December hearing, including fee simple ownership and quality building materials. These criteria, as well as others that address pedestrian improvements, trail connections and urban design/architecture, are proposed as mandatory requirements to be met when considering any densities exceeding the currently allowed 12 units per acre.

Eight additional criteria are outlined in the proposed new code Section 122-249 Density Bonus Criteria that would provide a basis for consideration of additional density up to the maximum 40 units per acre. These criteria are streetscape elements, transit facilities, parking structures, public parking, environmental sustainability, public open space, public art/cultural facilities and enhanced landscaping.

The LDC language also outlines a compatibility review process for projects proposing to use the bonus that would assess whether the projects have the potential to negatively impact adjacent properties abutting the CBD.

Finally, Section 122-249 describes the Community Benefit Agreement (CBA) that would be required for final Council approval. The CBA is also referenced in the future land use element amendment.

The City's consultant, Richard Levey, Levey Consulting, LLC, stated that this ordinance was constructed based on comments from the Planning and Zoning Commission and from the testimony from the public. He stated that they met with developers and builders of higher density housing to make sure the criteria being proposed is appropriate for the industry standards.

Mark Graff, 1944 Brantley Circle, stated that this should have been done sooner. He stated that he is in full support of the Density Bonus Criteria.

Commissioner Martin asked about criteria 7 and if the fund has been established.

Ms. Hollerand stated the fund has not been created at this time.

Commissioner Whitehead stated that she agrees with the limitations with the Density Bonus Criteria.

Commissioner Smith asked about rentals in the area.

Mr. Levey stated that they did not evaluate every parcel. He stated that it would be up to the developer to make a decision if it's market appropriate for that parcel.

Chairman Jones stated that this is long overdue. He asked about criteria 2 and providing a building that meets the National Building Code.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 3

Mr. Mantzaris stated that the developer could still build, however they would be restricted to 12 units or less. He stated if they wanted over 12 units, they would need to adhere to the criteria.

Commissioner Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

2. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Staff

3. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:

The City is requesting a small-scale comprehensive plan amendment for City property located south of W. Minneola Avenue known as West Lake. The property is approximately one acre in size. The City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. The Downtown Mixed Use designation adjoins this property on three sides. Since this property is a part of the Victory Pointe project that will serve the downtown area, it is a logical extension of downtown. In addition, the change would promote the expansion of the Downtown Mixed Use future land use in the area.

The City is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately one acre in size, and the City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The Central Business District adjoins this property on three sides. The Victory Pointe project would be permitted under Section 122-243 (5) of the land development code. The rezoning also promote the expansion of the Central Business District in the area.

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

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. 2017-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY ADDING SECTION 122-249, DENSITY BONUS CRITERIA; SETTING FORTH STANDARDS AND REGULATIONS FOR THE CRITERIA FOR THE DENSITY BONUS; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, February 28, 2017 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
January 31 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Ordinance No. 2017-10 <i>Final</i> <i>Table to March 28, 2017</i> <i>Lake Shore Drive</i>		
Requested Action		
Recommend tabling of Ordinance 2017-10.		
Staff Report		
<i>The applicant has requested the postponement of the final hearing of Ordinance 2017-10 to Mar. 28, 2017. The ordinance was introduced Feb. 14, 2017.</i> The applicants, Josef and Weena Trapp, are requesting the right-of-way (ROW) vacation of the unimproved portion of Lake Shore Drive abutting lots 11-18 along Lake Minneola. The requested portion borders their property as well as the lots owned by Bruce and Janine Campbell (1138 Lake Minneola Drive) and Kathy Wright (1132 Lake Minneola Drive). The plat is from 1926. The ROW has not been improved and access to the lots is through an existing driveway. Staff is unable to support the request because vacating the ROW leaves no legal access to the lots. In addition, when the lots are transferred to another property owner in the future, not preserving a legal access point could be problematic. Therefore, staff recommends denial of the ROW vacation request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Postponement request	Request to postpone final hearing.pdf	
2. Ordinance	2017-10 ROW closing.doc	
3. Aerial	Trapp ROW Drawing 12_12_16.pdf	
4. Plat	Lake Shore Drive ROW Map.pdf	
5. Application	ROW closing application.pdf	
6. Legal ad	Lake Shore Drive ROW legal ad.docx	

Barbara Hollerand

Subject: Ordinance 2017-10 Lake Shore Drive right-of-way vacation request

-----Original Message-----

From: John E. Kruse

Sent: Tuesday, February 14, 2017 11:48 AM

To: Barbara Hollerand <BHollerand@clermontfl.org>; Rae Chidlow <RChidlow@clermontfl.org>

Cc: 'Josef Trapp' <joseftrapp@gmail.com>

Subject: FW: ROW

Mr. Trapp would like to continue the final hearing for the Lake Minneola Drive ROW until March 28, 2017.

John

-----Original Message-----

From: Josef Trapp [mailto:joseftrapp@gmail.com]

Sent: Tuesday, February 14, 2017 11:14 AM

To: John E. Kruse <jekruse@clermontfl.org>

Subject: ROW

Good morning John,

We would like to continue this to March 28, 2017. Thank you.

Josef Trapp

CITY OF CLERMONT
ORDINANCE No. 2017-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 40 FOOT RIGHT-OF-WAY OF LAKE SHORE DRIVE LYING NORTH OF LOTS 11 THRU 18, BLOCK 117, AS RECORDED IN THE PLAT OF JOHNSON'S REPLAT PLAT BOOK 8 PAGE 71 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

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

Section 1.

That any and all portions, closing and permanently abandoning the 40-foot wide right-of-way easement of Lake Shore Drive lying north of lots 11 thru 18, Block 117, as recorded in the plat of Johnson's Replat Plat Book 8 Page 71 Public Record of Lake County, Florida.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

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

Section 4.

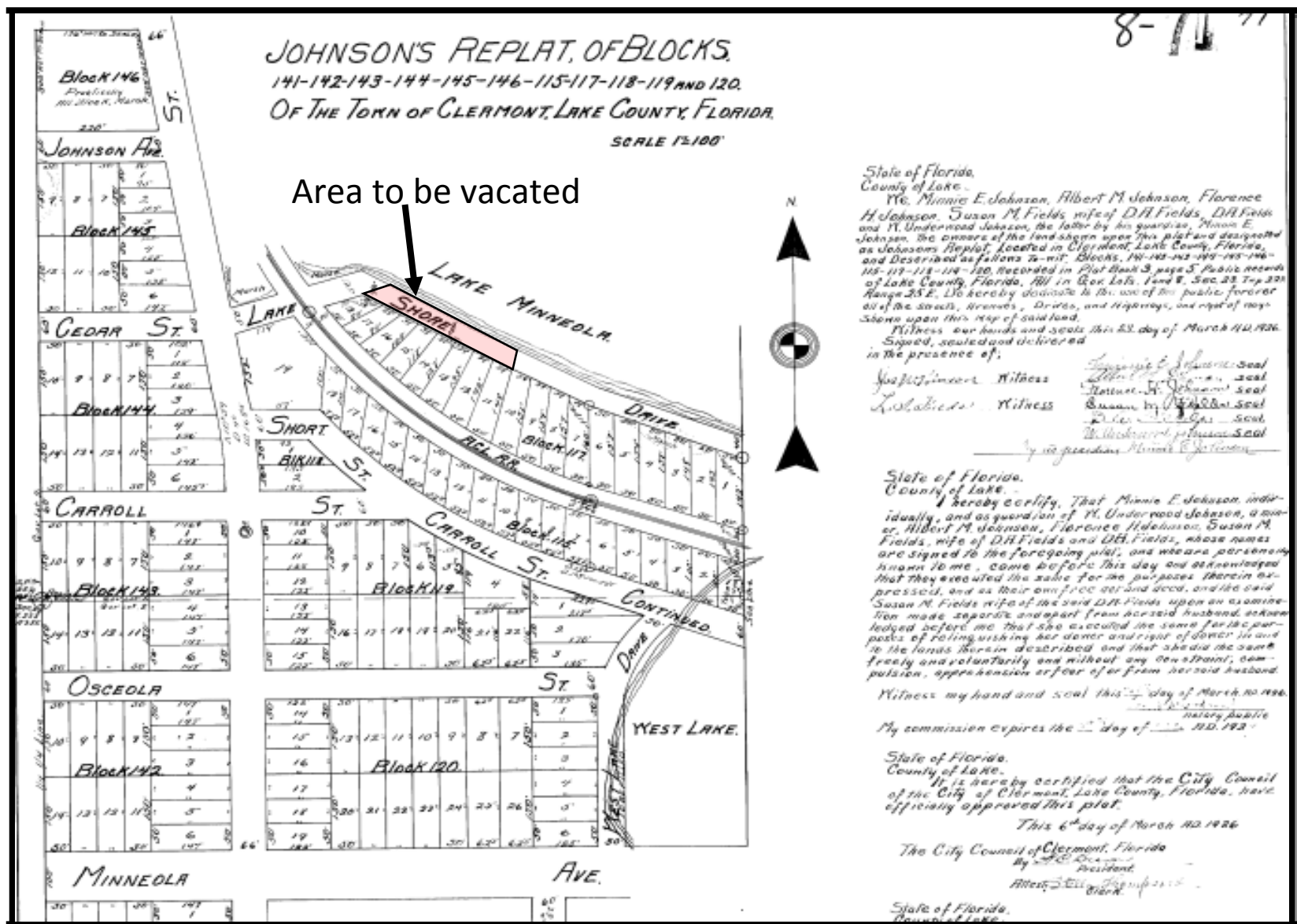
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 5.

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. 2017-10

Lake Shore Drive ROW Request



CITY OF CLERMONT
ORDINANCE No. 2017-10

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of March, 2017.

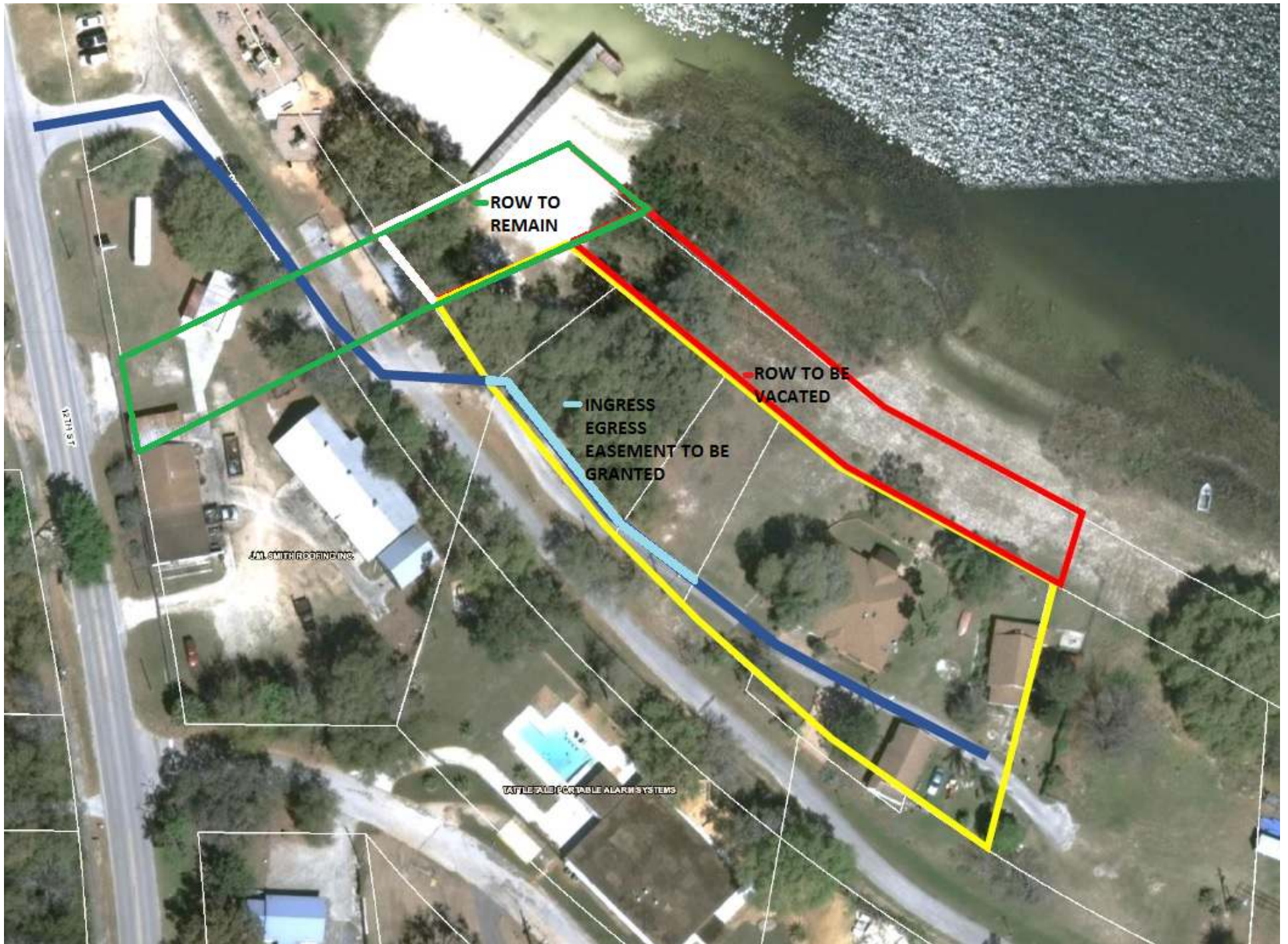
Gail L. Ash, Mayor

ATTEST:

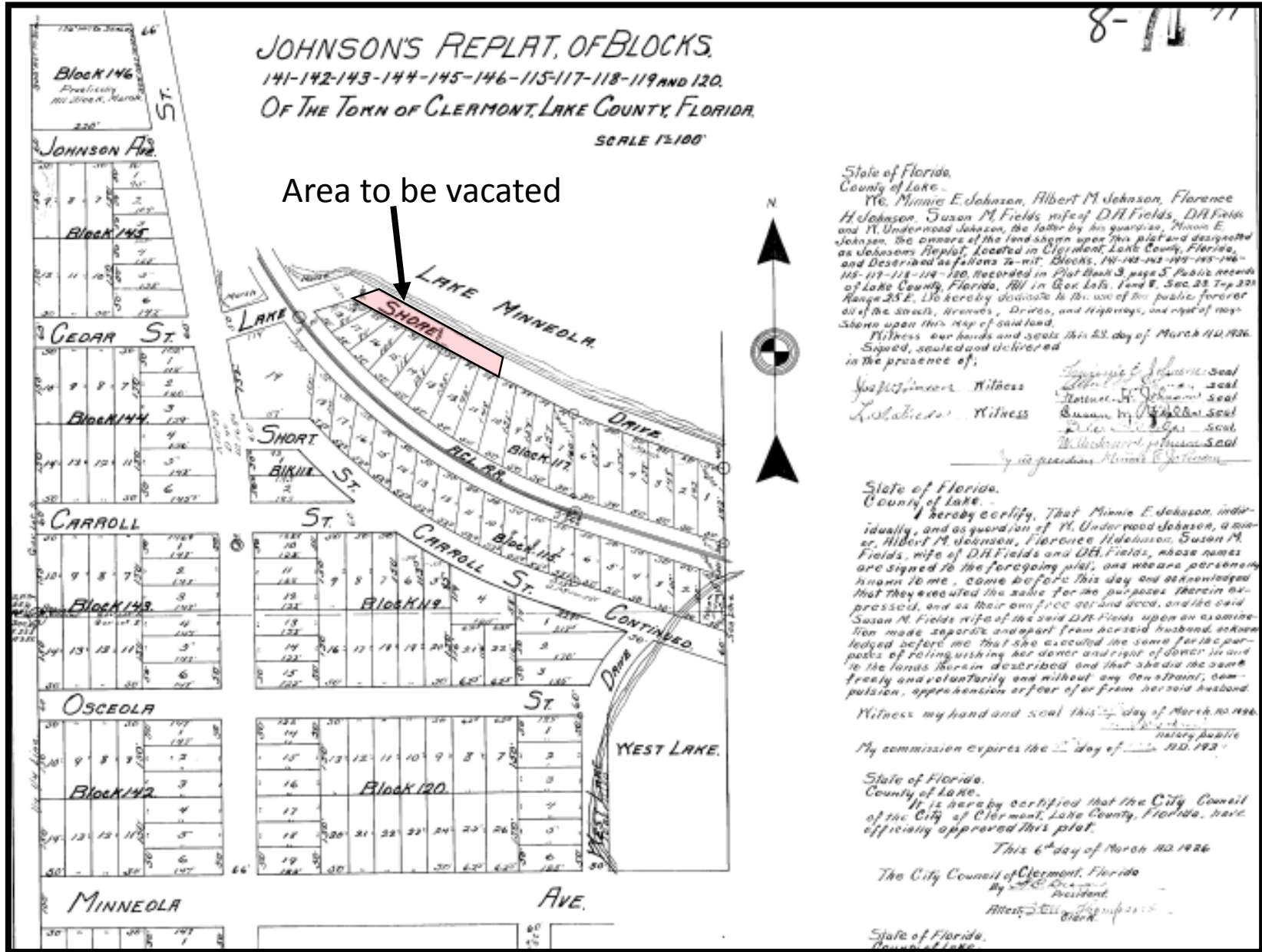
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Lake Shore Drive ROW Request



**PETITION FOR RIGHT-OF-WAY/EASEMENT CLOSING
CITY OF CLERMONT**

DATE: December 19, 2016

PETITIONERS NAME: Josef & Weena Trapp

PHONE # 407-823-9642

ADDRESS: 436 Short Pine Circle Orlando, Florida 32807

LEGAL DESCRIPTION OF PETITIONERS PROPERTY ABUTTING STREET TO BE

CLOSED: CLERMONT, JOHNSON'S REPLAT LOTS 11, 12, 13, 14, BLK 117 PB 8, PG 71, ORB 2548 PG 248 AND LOT 15 BLK 117 PB 8 PG 71, ORB 2633 PG 2110 AND LOTS 16, 17, 18 BLK 117 PB 8 PG 71, ORB 2632 PG 631

IF NAMED - NAME OF STREET TO BE CLOSED: Lake Shore Drive (not improved or used)

LEGAL DESCRIPTION OF PORTION TO BE CLOSED (FROM - TO): _____

Road easement of Lake Shore Drive which borders north side of JOHNSON'S REPLAT LOT JOHNSON'S REPLAT LOTS 11, 12, 13, 14, BLK 117 PB 8, PG 71, ORB 2548 PG 248 AND LOT 15 BLK 117 PB 8 PG 71, ORB 2633 PG 2110 AND LOTS 16, 17, 18 BLK 117 PB 8 PG 71, ORB 2632 PG 631

PURPOSE FOR CLOSING: Construction of new single family residence and establishing legal access to all property owners on established Lake Minneola Rd. Note that utilities as well as sanitation are all located under existing Lake Minneola Rd. In addition addressing has been established based on the existing Lake Minneola Rd. Therefore no change to addresses will be required for the property owners. We, Weena and Josef Trapp as well as Mr. Bruce Campbell will record an Ingress Egress Easement across our properties to provide legal access to Ms. Kathy Wright's property as shown in attached drawing.

Any person requesting a Right-of-way or Easement Closing shall file a complete application in the office of the Director of Planning forty-five (45) days prior to the final hearing date of the City Council. A Right-of-way or Easement Closing requires two readings by the City Council. The City Council meetings are held the second and forth Tuesday of every month.

All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. The applicant must supply fifteen (15) copies of the application and supplemental materials.

The petitioner shall furnish the following information to accompany this application:

1. A plot plan showing the location of that portion of the right-of-way or easement requested to be closed and permanently abandoned. (A survey of the property and right-of-way or easement involved may be deemed necessary by the City Council or the City Attorney).

2. A fee of \$25.00.

Josef Trapp
Weena Trapp

Josef Trapp
Weena Trapp

Signature of Petitioner

Name of Petitioner (please print)

Josef Trapp

From: Kathy Wright <kathyewright@hotmail.com>
Sent: Saturday, December 24, 2016 11:17 PM
To: Josef Trapp
Subject: Re: Vacating ROW Lake Shore Drive Clermont

I am in support of vacating the ROW abutting my property located at 1132 Lake Minneola Drive located in Clermont, Florida.

Thanks.
Kathy Wright

On Dec 21, 2016, at 5:43 PM, Josef Trapp <joseftrapp@gmail.com> wrote:

Hi Kathy,

I wanted to follow up with you on our conversation. I am forwarding the email below that Bruce Campbell wrote to include with the petition application. Could you please send your email soon, so that we can make the deadline before the filing fee increases to \$1000. I have attached the updated petition which now includes all of our legal descriptions. We are looking forward to hear from you.

Wishing you and your family a Merry Christmas and a Happy New Year.

Thank you,

Josef and Weena Trapp
436 Short Pine Circle
Orlando, FL 32807
JosefTrapp@gmail.com
Cell 407-963-4902

From: Bruce Campbell [<mailto:campbellbc42@yahoo.com>]
Sent: Wednesday, December 21, 2016 3:23 PM
To: Josef Trapp
Subject: vacating ROW Lake Shore Drive Clermont

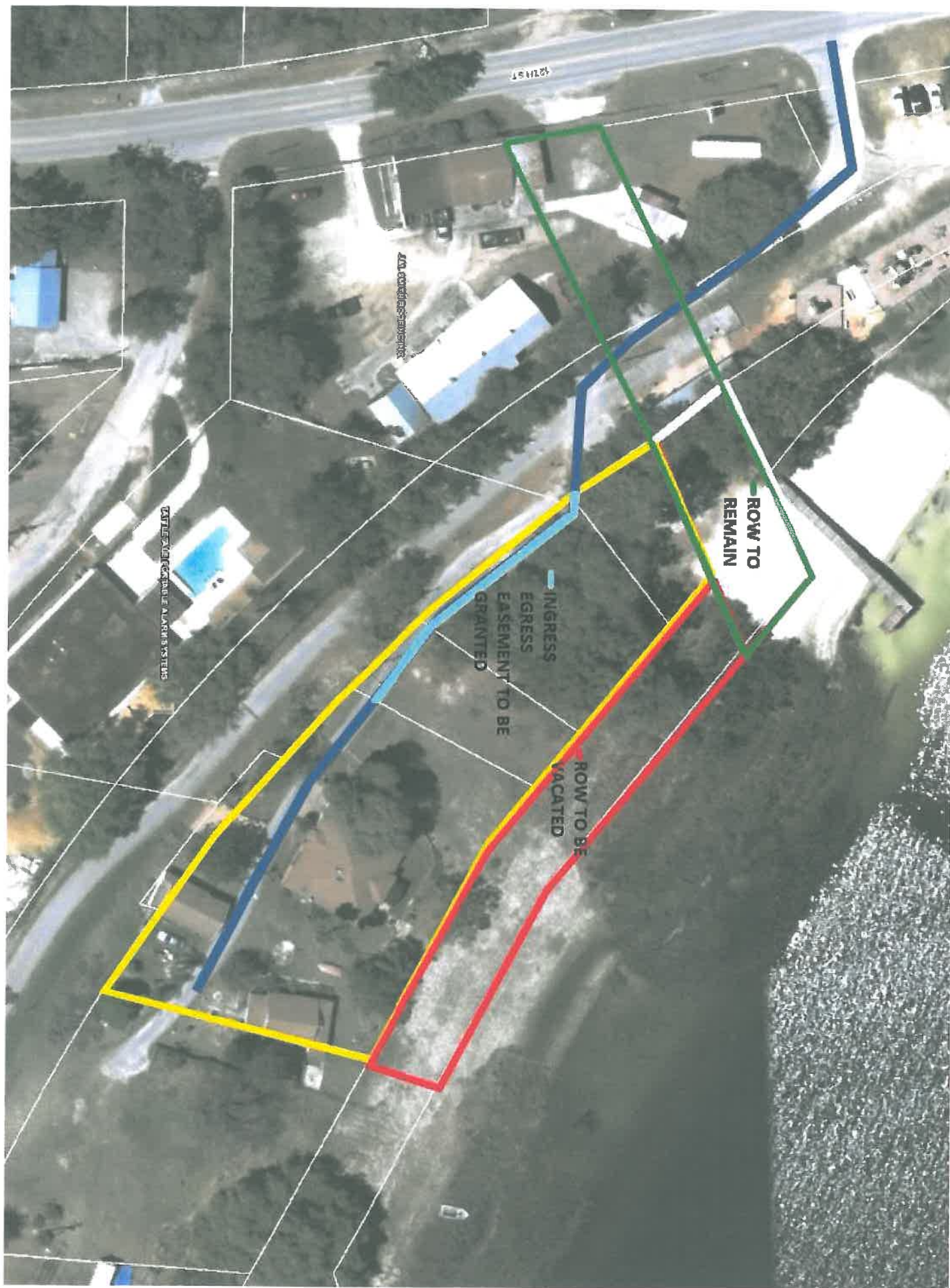
12/21/2016

We (Bruce and Janine Campbell) support vacating the ROW abutting our property at 1138 Lake Minneola Drive in Clermont FL. Legal description: CLERMONT, JOHNSON'S REPLAT LOT 15 BLK 117 PB 8 PG 710RB 2633 PG 2110 We will also record an Ingress Egress easement across our property to provide legal access to Ms. Kathy Wright's property.

Bruce Campbell
Janine Campbell

<Clermont Petition 12_19_16.pdf>

<Trapp ROW Drawing 12_12_16.pdf>



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, February 28, 2017 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. 2017-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 40 FOOT RIGHT OF WAY OF LAKE SHORE DRIVE LYING NORTH OF LOTS 11 THRU 18, BLK 117, AS RECORDED IN THE PLAT OF JOHNSON'S REPLAT PLAT BOOK 8 PAGE 71 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, 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
February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, February 28, 2017														
Agenda Item Name														
Ordinance No. 2017-11 <i>Final</i> <i>West Lake Small-Scale Comprehensive Plan Amendment</i>														
Requested Action														
Recommend approval of Ordinance 2017-11.														
Staff Report														
This administrative request is being heard concurrently with a request for a rezoning. The City is requesting a small-scale comprehensive plan amendment for City property located south of W. Minneola Avenue known as West Lake. The property is approximately one acre in size. The City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. The Downtown Mixed Use designation adjoins this property on three sides. Since this property is a part of the Victory Pointe project that will serve the downtown area, it is a logical extension of downtown. In addition, the change would promote the expansion of the Downtown Mixed Use future land use in the area. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Carol Thayer. The vote was unanimous to recommend approval.</i>														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"> <tr> <td>1.</td> <td>Ordinance 2017-11</td> <td>CPA Ord. 2017-11.doc</td> </tr> <tr> <td>2.</td> <td>Maps</td> <td>Maps.pdf</td> </tr> <tr> <td>3.</td> <td>Minutes</td> <td>P&Z Minutes.pdf</td> </tr> <tr> <td>4.</td> <td>Legal Ad</td> <td>CPA West Lake legal ad.docx</td> </tr> </table>			1.	Ordinance 2017-11	CPA Ord. 2017-11.doc	2.	Maps	Maps.pdf	3.	Minutes	P&Z Minutes.pdf	4.	Legal Ad	CPA West Lake legal ad.docx
1.	Ordinance 2017-11	CPA Ord. 2017-11.doc												
2.	Maps	Maps.pdf												
3.	Minutes	P&Z Minutes.pdf												
4.	Legal Ad	CPA West Lake legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2017-11

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.

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

That portion of West Lake lying south of W. Minneola Ave
Containing 1 +/- Acres

Alternate Key 3883583

CITY OF CLERMONT
ORDINANCE No. 2017-11

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM MEDIUM DENSITY RESIDENTIAL
TO DOWNTOWN MIXED USE

Section 2.

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

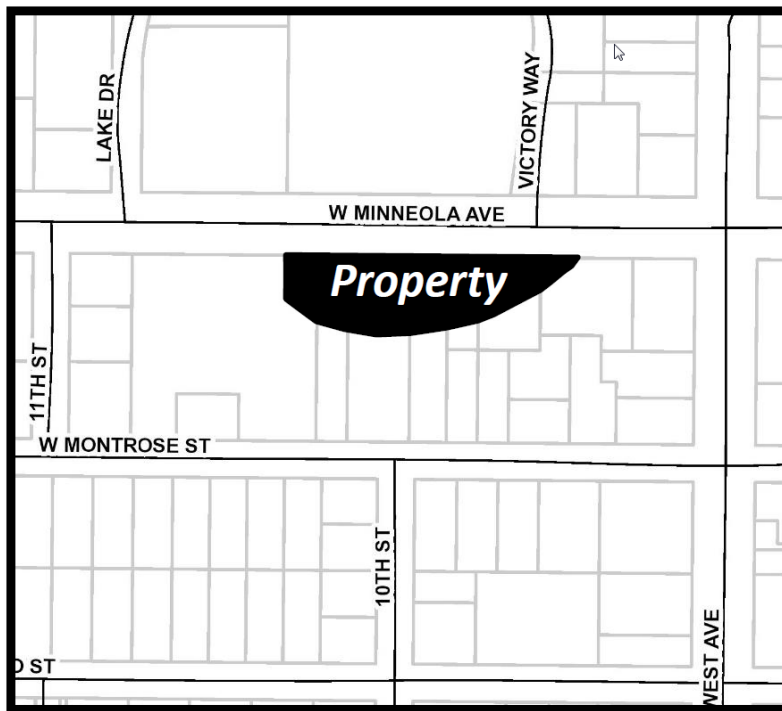
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – West Lake

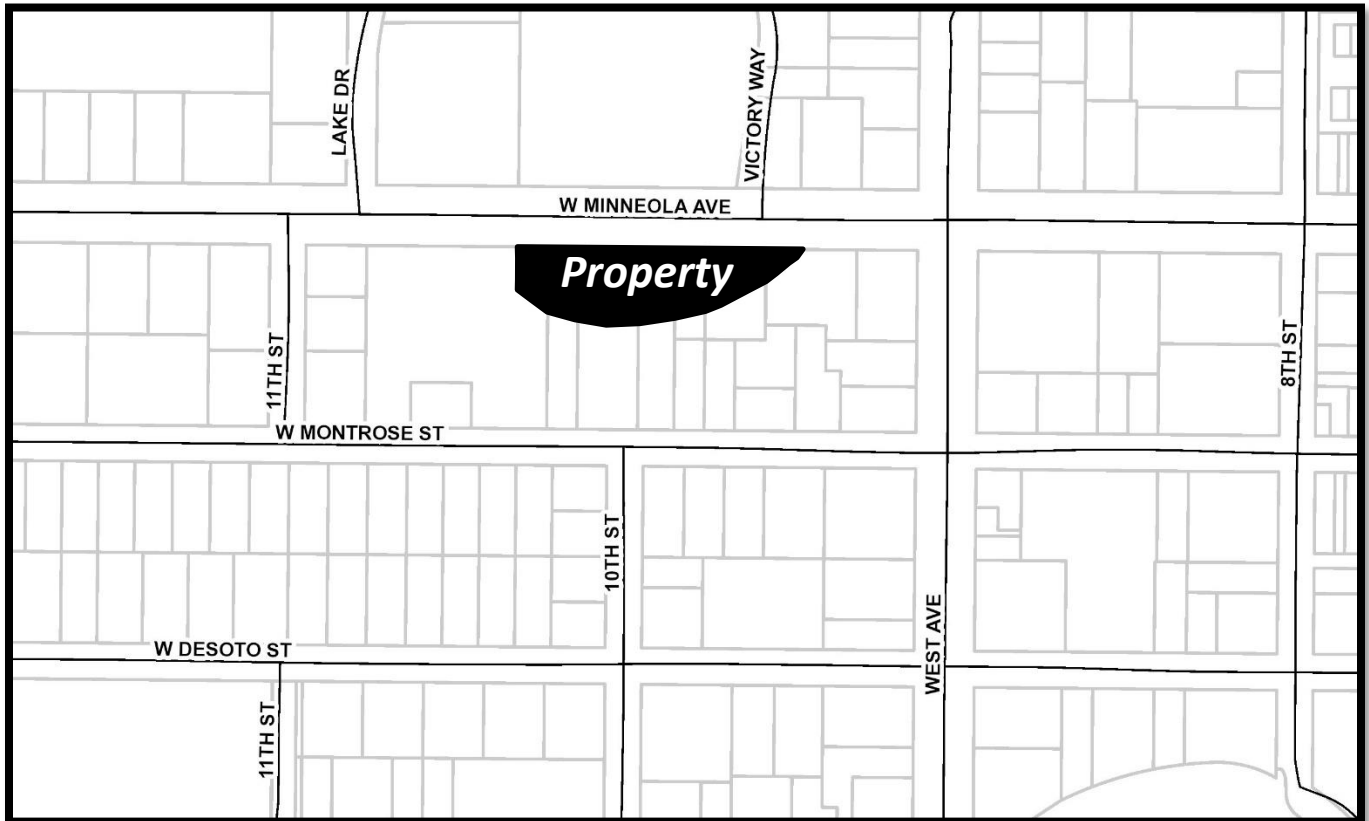


Exhibit – Future Land Use Map – West Lake

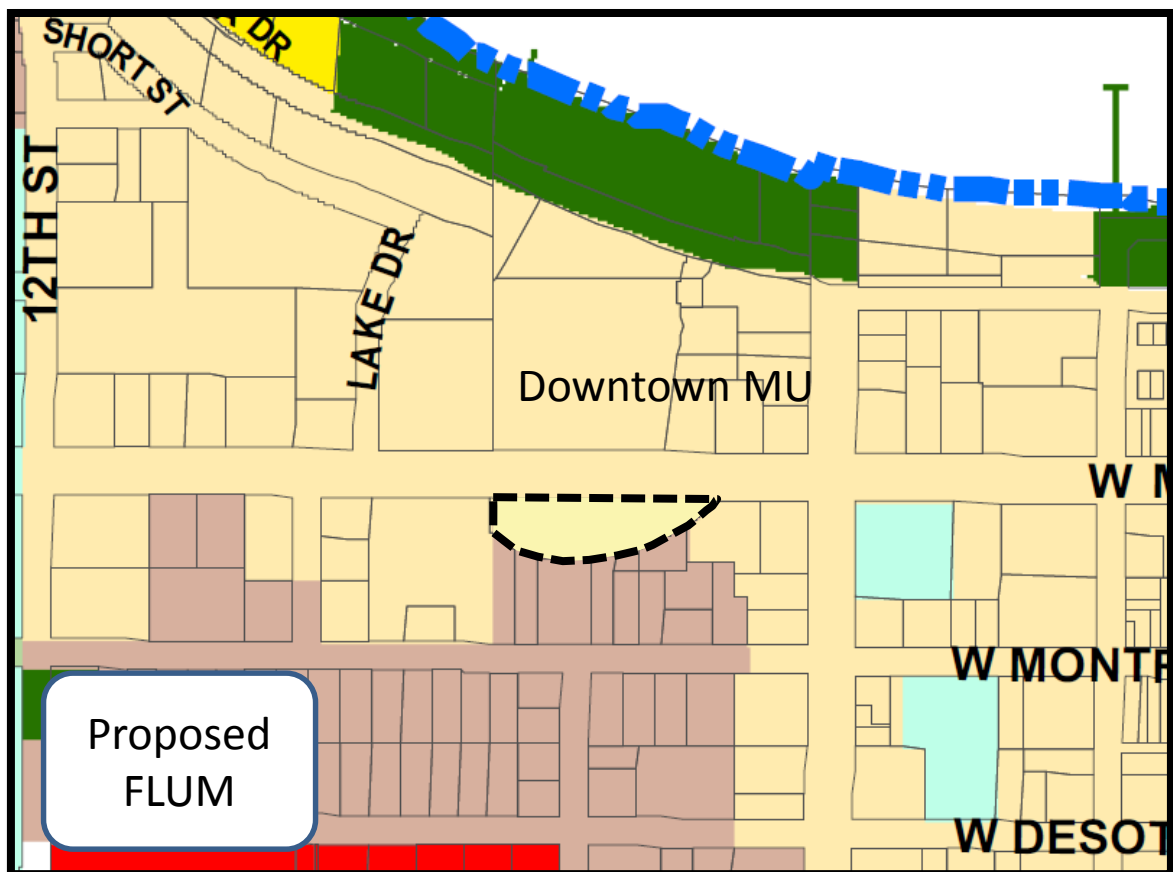
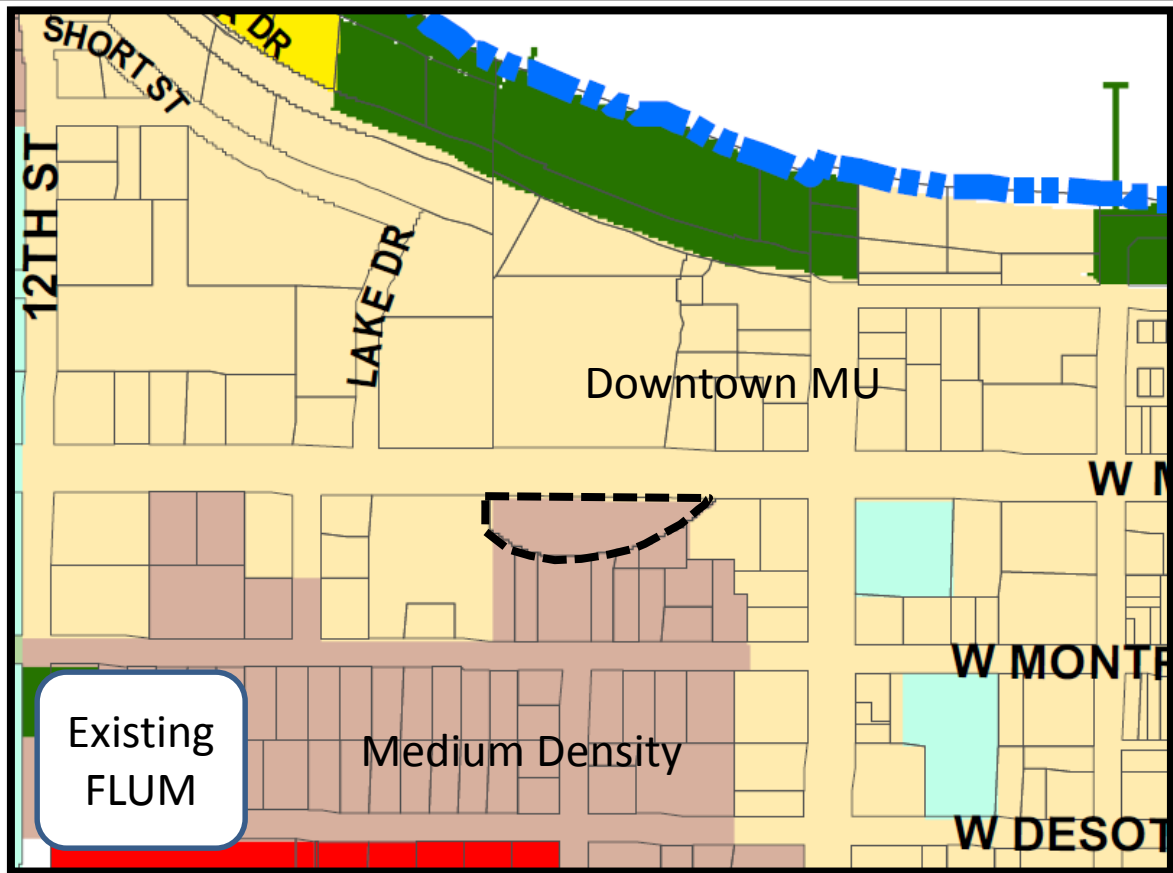


Exhibit – Zoning Map – West Lake



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 3

Mr. Mantzaris stated that the developer could still build, however they would be restricted to 12 units or less. He stated if they wanted over 12 units, they would need to adhere to the criteria.

Commissioner Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

2. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Staff

3. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:

The City is requesting a small-scale comprehensive plan amendment for City property located south of W. Minneola Avenue known as West Lake. The property is approximately one acre in size. The City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. The Downtown Mixed Use designation adjoins this property on three sides. Since this property is a part of the Victory Pointe project that will serve the downtown area, it is a logical extension of downtown. In addition, the change would promote the expansion of the Downtown Mixed Use future land use in the area.

The City is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately one acre in size, and the City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The Central Business District adjoins this property on three sides. The Victory Pointe project would be permitted under Section 122-243 (5) of the land development code. The rezoning also promote the expansion of the Central Business District in the area.

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 4

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Paul Gaynor

5. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Paul Gaynor

Senior Planner Kruse presented the staff report as follows:

The applicant, Paul Gaynor, is requesting a small-scale comprehensive plan amendment to develop the subject property, located south of West Lake and north of 10th Street. The property is currently vacant and is approximately a half acre in size.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. This property adjoins the City's West Lake property and would be a continuation of the Downtown Mixed Use district. This property will be adjacent to Victory Pointe, the City's regional stormwater pond and park.

They are also requesting a change from the R-3 Residential/Professional District to CBD Central Business District.

The requested rezoning will promote the expansion of the Central Business District in the area. Although the Downtown Mixed Use future land use district currently allows for a maximum density of 12 units per acre, the Council approved transmittal of a comprehensive plan amendment in December 2016 that would increase the base density in the Downtown Mixed Use future land use district to a maximum of 25 units per acre and allow for a density bonus up to 40 units per acre if specific development criteria was met. The adoption of that proposed future land use change will be considered at the Feb. 28, 2017 Council meeting.

The applicant has indicated that they would like to construct single-family condominiums at a density of up to 10 units, which is approximately 25 units per acre.

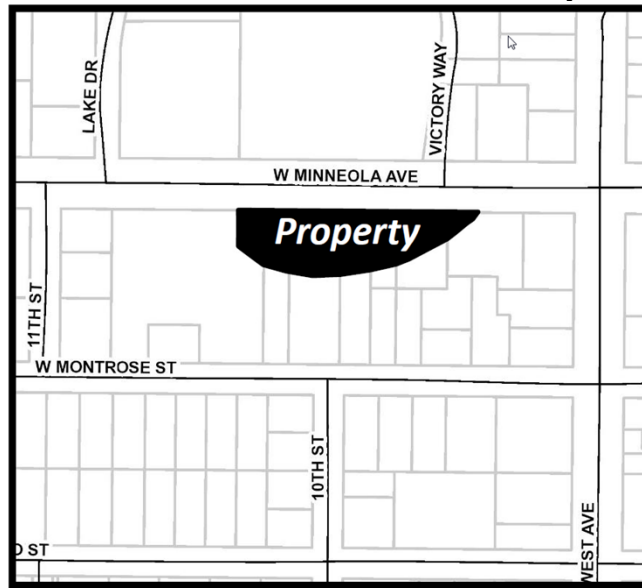
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-11

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, February 28, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 1 +/-acre parcel below from Medium Density Residential to Downtown Mixed Use. Alternate Key 3883583.



Location:
That portion of West Lake lying south of W. Minneola Ave

Ordinance #2017-11:

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.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 27 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, February 28, 2017														
Agenda Item Name														
Ordinance No. 2017-12 <i>Final</i> <i>West Lake Rezoning</i>														
Requested Action														
Recommend approval of Ordinance 2017-12.														
Staff Report														
This administrative request is being heard concurrently with a request for a small-scale comprehensive plan amendment. The City is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately one acre in size, and the City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The Central Business District adjoins this property on three sides. The Victory Pointe project would be permitted under Section 122-243 (5) of the land development code. The rezoning also promotes the expansion of the Central Business District in the area. Staff recommends approval of the rezoning to CBD Central Business District. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Carol Thayer. The vote was unanimous to recommend approval.</i>														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table><tr><td>1.</td><td>Ordinance 2017-12</td><td>REZ ORD 2017-12.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Maps.pdf</td></tr><tr><td>3.</td><td>Minutes</td><td>P&Z Minutes.pdf</td></tr><tr><td>4.</td><td>Legal Ad</td><td>REZ West Lake legal ad.docx</td></tr></table>			1.	Ordinance 2017-12	REZ ORD 2017-12.doc	2.	Maps	Maps.pdf	3.	Minutes	P&Z Minutes.pdf	4.	Legal Ad	REZ West Lake legal ad.docx
1.	Ordinance 2017-12	REZ ORD 2017-12.doc												
2.	Maps	Maps.pdf												
3.	Minutes	P&Z Minutes.pdf												
4.	Legal Ad	REZ West Lake legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2017-12

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

That portion of West Lake lying south of W. Minneola Ave
Containing 1 +/- Acres
Alternate Key 3883583

FROM R-3 Residential/Professional
TO CBD Central Business District

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

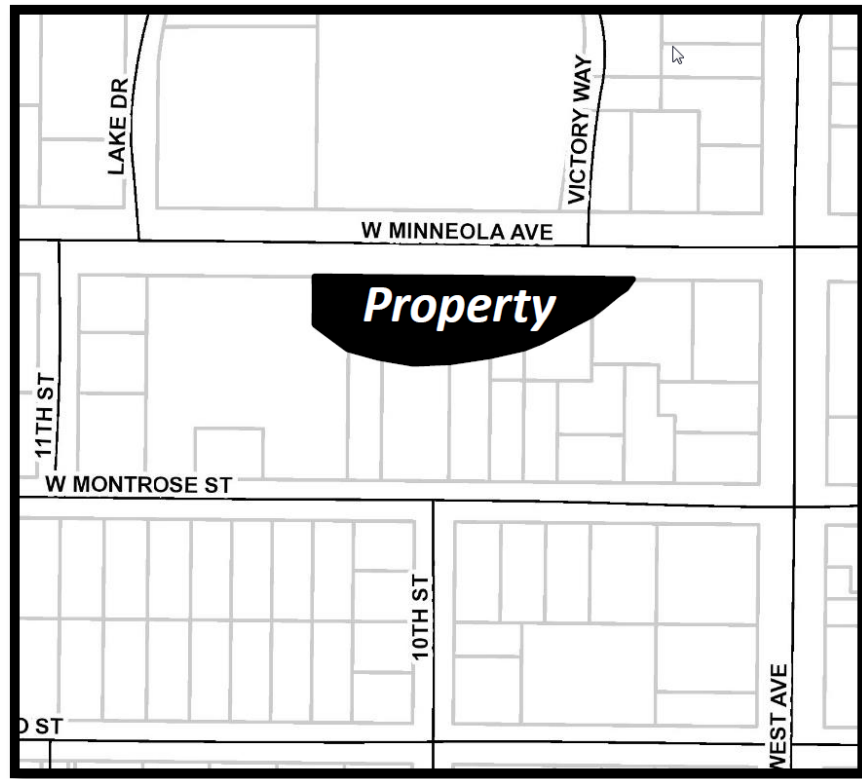
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

CITY OF CLERMONT
ORDINANCE No. 2017-12

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-12

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2017.

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 - Location Map – West Lake

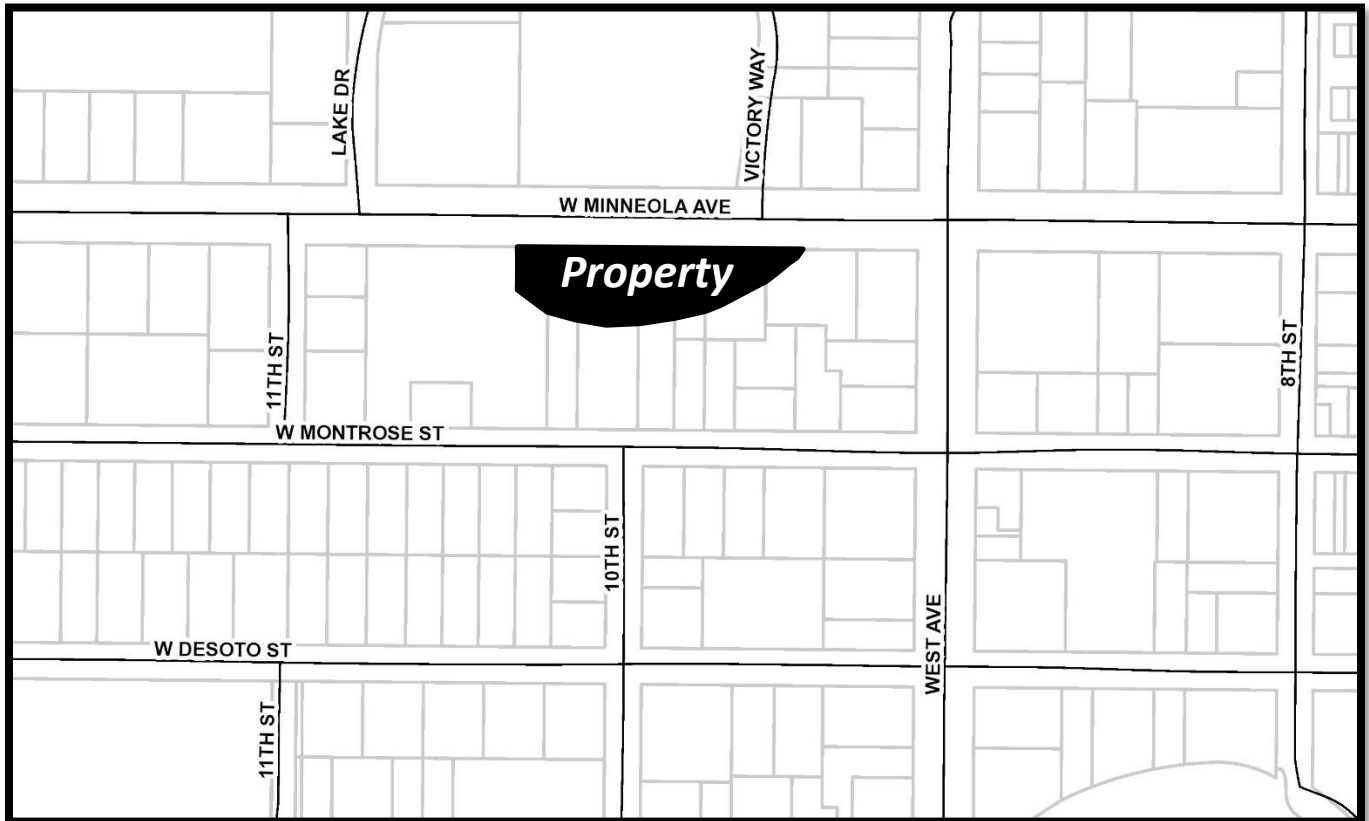


Exhibit – Future Land Use Map – West Lake

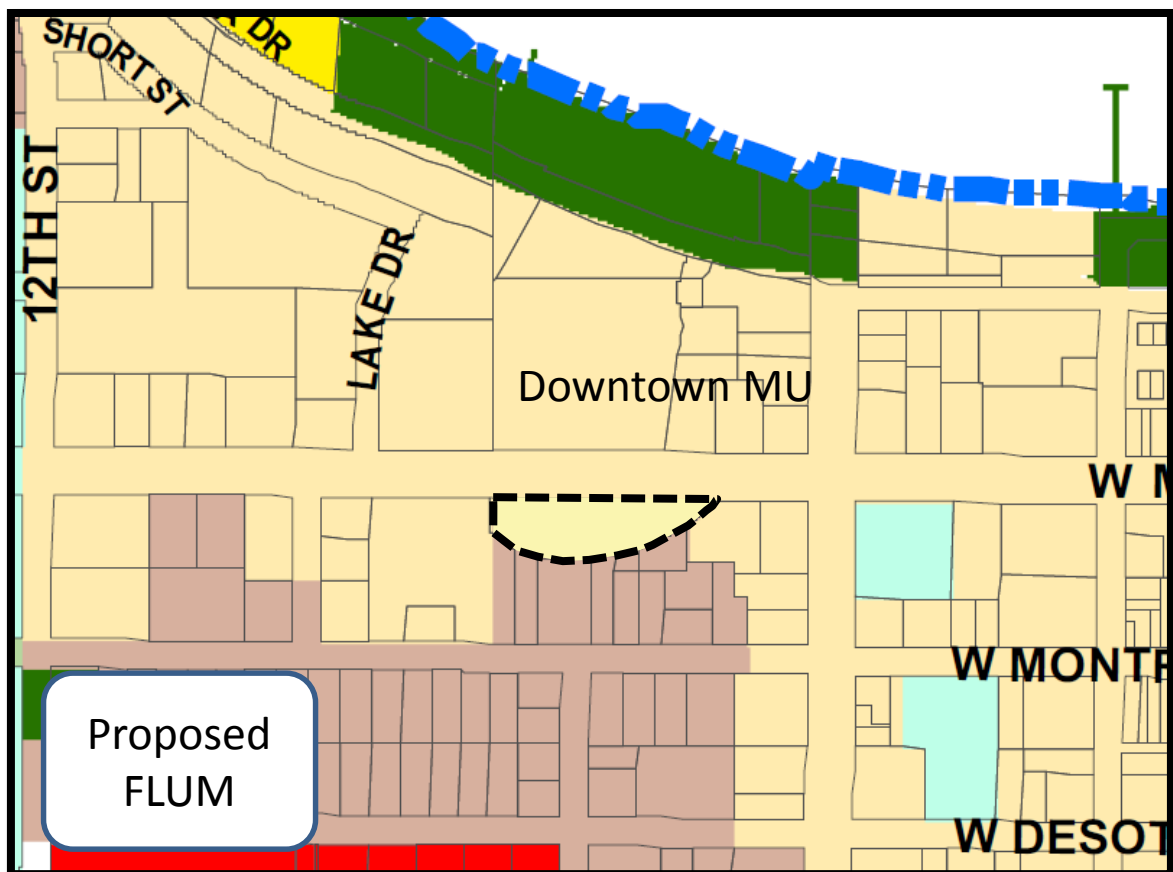
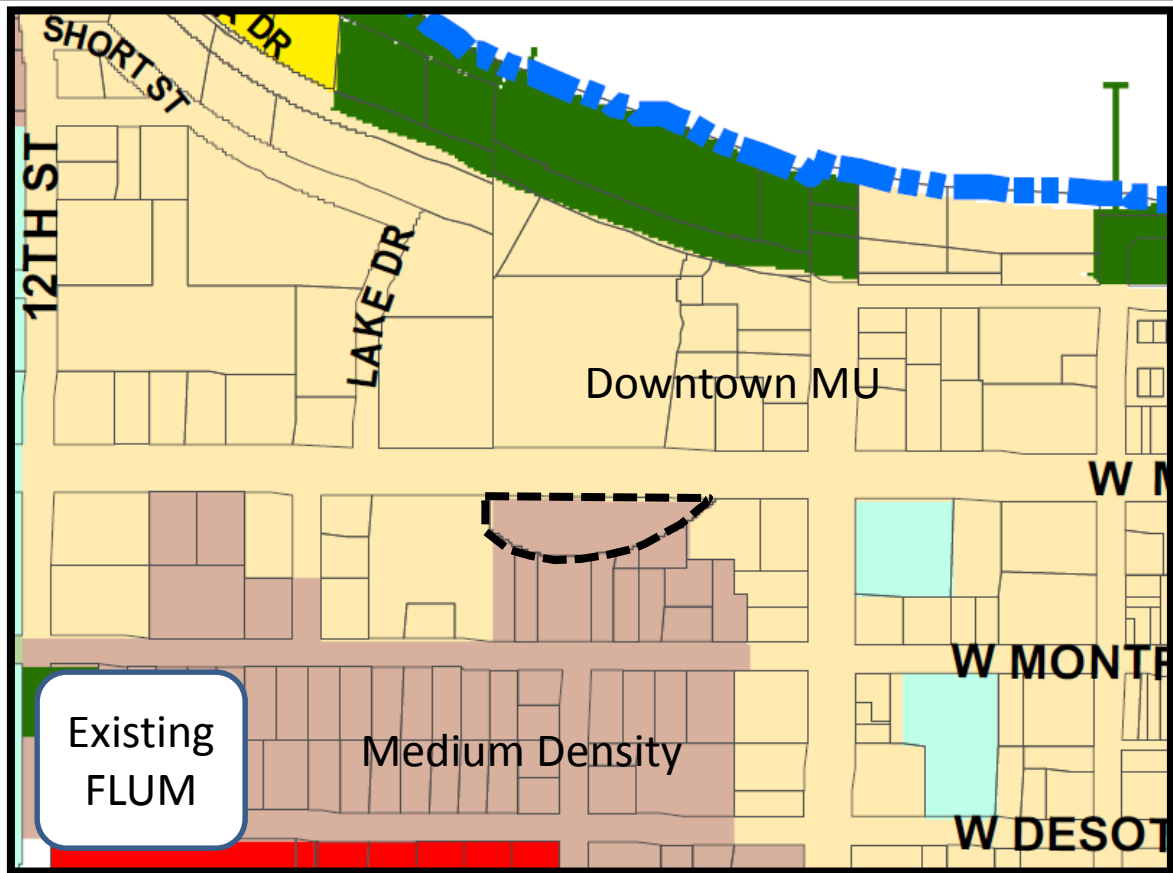


Exhibit – Zoning Map – West Lake



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 3

Mr. Mantzaris stated that the developer could still build, however they would be restricted to 12 units or less. He stated if they wanted over 12 units, they would need to adhere to the criteria.

Commissioner Whitehead moved to recommend approval of the land development code amendment; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

2. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Staff

3. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:

The City is requesting a small-scale comprehensive plan amendment for City property located south of W. Minneola Avenue known as West Lake. The property is approximately one acre in size. The City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. The Downtown Mixed Use designation adjoins this property on three sides. Since this property is a part of the Victory Pointe project that will serve the downtown area, it is a logical extension of downtown. In addition, the change would promote the expansion of the Downtown Mixed Use future land use in the area.

The City is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately one acre in size, and the City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The Central Business District adjoins this property on three sides. The Victory Pointe project would be permitted under Section 122-243 (5) of the land development code. The rezoning also promote the expansion of the Central Business District in the area.

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 4

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Paul Gaynor

5. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Paul Gaynor

Senior Planner Kruse presented the staff report as follows:

The applicant, Paul Gaynor, is requesting a small-scale comprehensive plan amendment to develop the subject property, located south of West Lake and north of 10th Street. The property is currently vacant and is approximately a half acre in size.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. This property adjoins the City's West Lake property and would be a continuation of the Downtown Mixed Use district. This property will be adjacent to Victory Pointe, the City's regional stormwater pond and park.

They are also requesting a change from the R-3 Residential/Professional District to CBD Central Business District.

The requested rezoning will promote the expansion of the Central Business District in the area. Although the Downtown Mixed Use future land use district currently allows for a maximum density of 12 units per acre, the Council approved transmittal of a comprehensive plan amendment in December 2016 that would increase the base density in the Downtown Mixed Use future land use district to a maximum of 25 units per acre and allow for a density bonus up to 40 units per acre if specific development criteria was met. The adoption of that proposed future land use change will be considered at the Feb. 28, 2017 Council meeting.

The applicant has indicated that they would like to construct single-family condominiums at a density of up to 10 units, which is approximately 25 units per acre.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-12

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

That portion of West Lake lying south of W. Minneola Ave
Alternate Key 3883583

LEGAL DESCRIPTION

That portion of West Lake lying south of W. Minneola Ave
Containing 1 +/- Acres

FROM R-3 Residential/Professional
TO CBD Central Business District

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Daily Commercial
January 31 and February 14, 2017

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Ordinance No. 2017-13 <i>Final</i> <i>Victory Pointe, LLC Small-Scale Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance 2017-13.		
Staff Report		
This request is being heard concurrently with a request for a rezoning. The applicant, Paul Gaynor, is requesting a small-scale comprehensive plan amendment to develop the subject property, located south of West Lake and north of 10th Street. The property is currently vacant and is approximately a half acre in size. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. This property adjoins the City's West Lake property and would be a continuation of the Downtown Mixed Use district. This property will be adjacent to Victory Pointe, the City's regional stormwater pond and park. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2017-13	CPA Ord. 2017-13.doc
2.	Maps	Victory Pointe LLC Maps.pdf
3.	Minutes	P&Z Minutes.pdf
4.	CPA Application	CPA application.pdf
5.	Legal Ad	CPA Victory Pointe LLC legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-13

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.

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171) Less the East 10.00 feet of Tenth Street.

CITY OF CLERMONT
ORDINANCE No. 2017-13

Containing 0.432 +/- Acres
Alternate Key 1789419

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM MEDIUM DENSITY RESIDENTIAL
TO DOWNTOWN MIXED USE

Section 2.

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

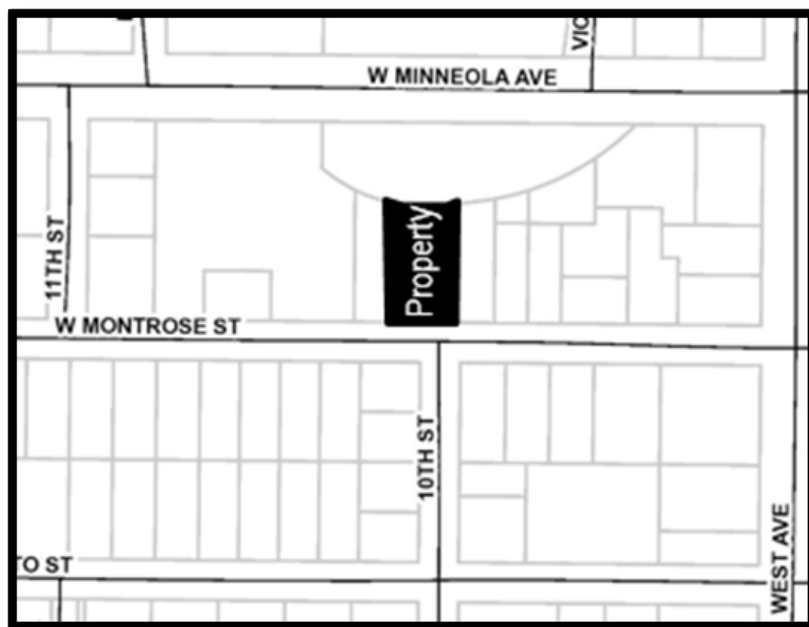
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-13

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Victory Pointe LLC

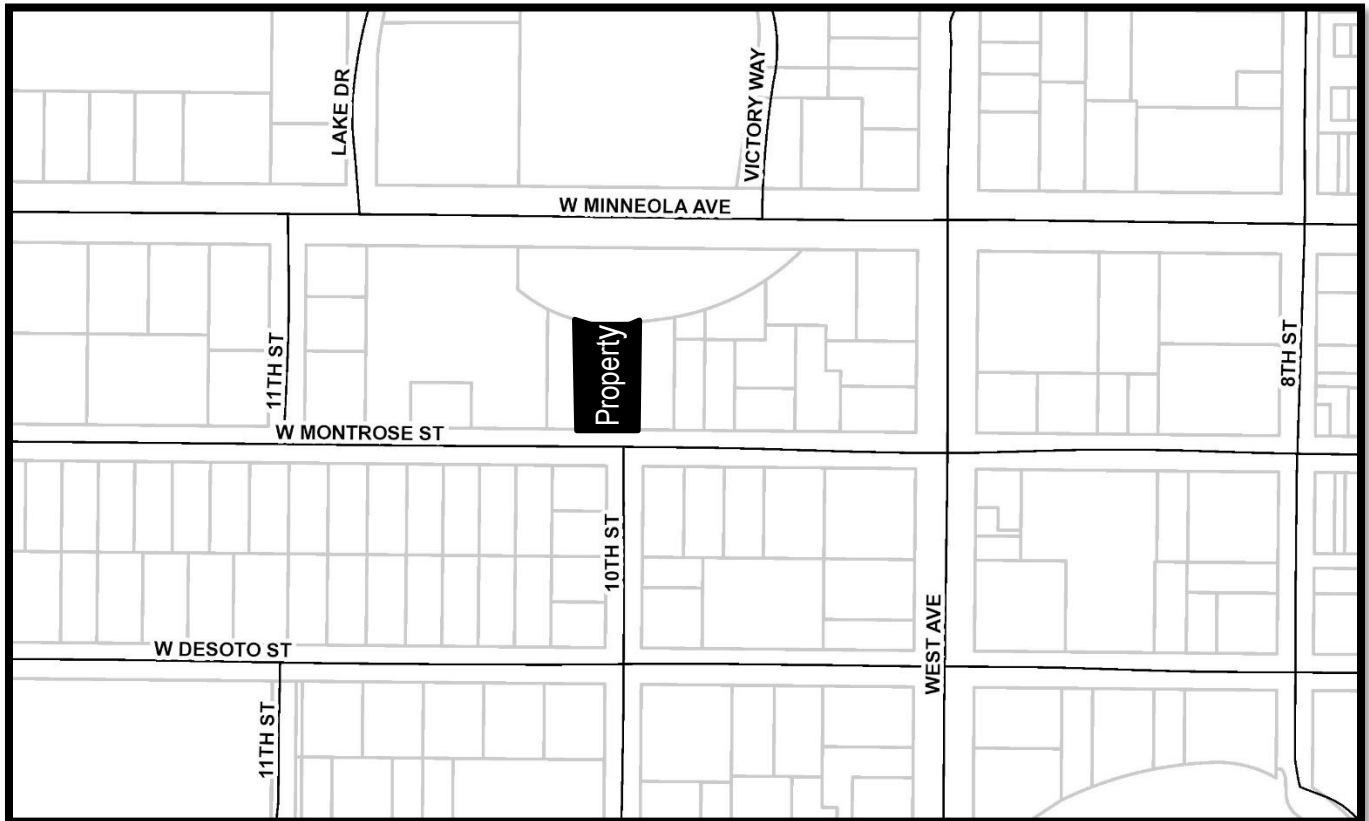


Exhibit – Future Land Use Map – Victory Pointe LLC

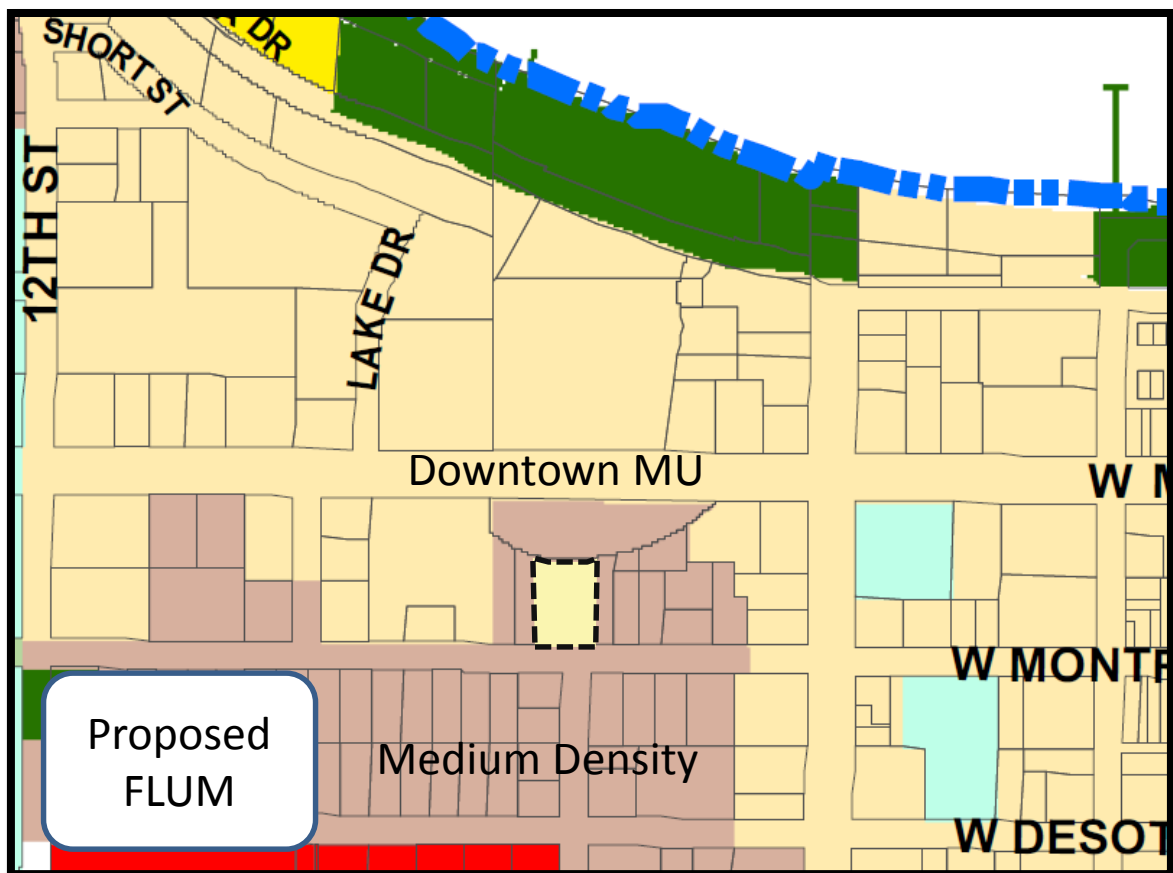
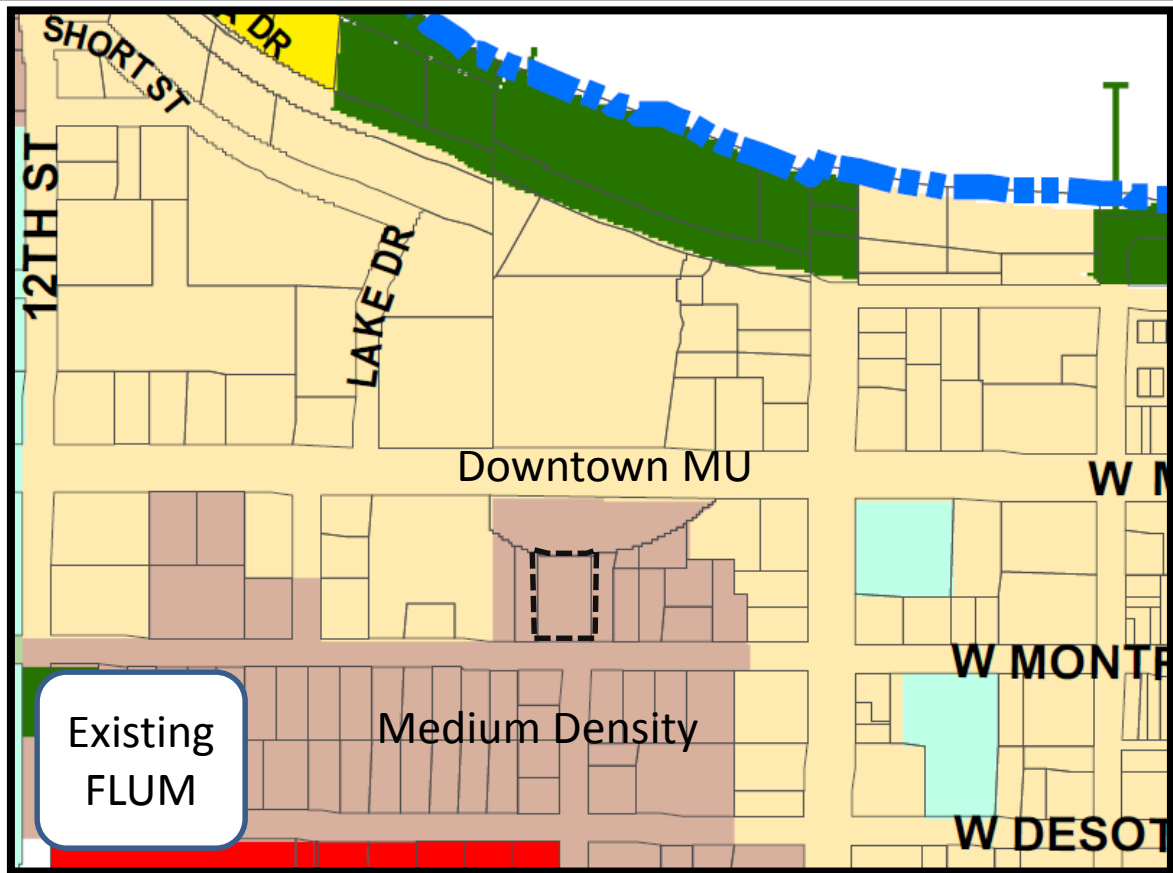


Exhibit – Zoning Map – Victory Pointe LLC



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 4

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Paul Gaynor

5. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Paul Gaynor

Senior Planner Kruse presented the staff report as follows:

The applicant, Paul Gaynor, is requesting a small-scale comprehensive plan amendment to develop the subject property, located south of West Lake and north of 10th Street. The property is currently vacant and is approximately a half acre in size.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. This property adjoins the City's West Lake property and would be a continuation of the Downtown Mixed Use district. This property will be adjacent to Victory Pointe, the City's regional stormwater pond and park.

They are also requesting a change from the R-3 Residential/Professional District to CBD Central Business District.

The requested rezoning will promote the expansion of the Central Business District in the area. Although the Downtown Mixed Use future land use district currently allows for a maximum density of 12 units per acre, the Council approved transmittal of a comprehensive plan amendment in December 2016 that would increase the base density in the Downtown Mixed Use future land use district to a maximum of 25 units per acre and allow for a density bonus up to 40 units per acre if specific development criteria was met. The adoption of that proposed future land use change will be considered at the Feb. 28, 2017 Council meeting.

The applicant has indicated that they would like to construct single-family condominiums at a density of up to 10 units, which is approximately 25 units per acre.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 5

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

Mark Graff, 1944 Brantley Circle, stated that he is looking to be the first project to make use of the Density Bonus Criteria.

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low Density to City of Clermont Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

7. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

8. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district.

APPLICANT: Anderson Hill Commercial/AVID Group

Senior Planner Kruse presented the staff report as follows:

The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The property's physical characteristics and its U.S. Highway 27 frontage support the Commercial designation. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 12/30/16

FEE: \$500

Project Name (if applicable): _____

Applicant: Paul Gaynor

Contact Person: Paul Gaynor

Address: 1200 Oakley Seaver Dr. Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

E-Mail: pgaynor@grattholdings.com

OWNER: Victory Pointe, LLC

Address: 1200 Oakley Seaver Dr. Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

E-Mail: pgaynor@grattholdings.com

General Location: W. Montrose St. and 10th St.

Legal Description (include copy of survey): Clermont lot 1 BIK 114
that part of tenth st lying E of lot
1 BIK 114 - LESS E 10 FT - PG 8 PG 17
ORB 4874 PG 488

Property size (in acres or square feet): 0.432

Flood hazard area (yes) ☐ and approx. acreage _____ (no) ☒

Existing (Actual) Land Use: ~~Medium Density Residential~~ Vacant

Existing Zoning: R-3

Existing Future Land Use: Medium Density Residential

Proposed Future Land Use: Downtown Mix Use

Type of development proposed: Build new custom, high end,
single family condos.



Proposed density (dwelling units/acre) or intensity: Maximum Downtown Mixed Use
Proposed Zoning District: CBD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Utilizing vacant property around city
property as well as utilizing how close
the property is to the downtown area.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Paul Gaynor, Victory Pointe, LLC, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Medium Density Residential to Downtown Mixed Use for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Paul Gaynor

Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

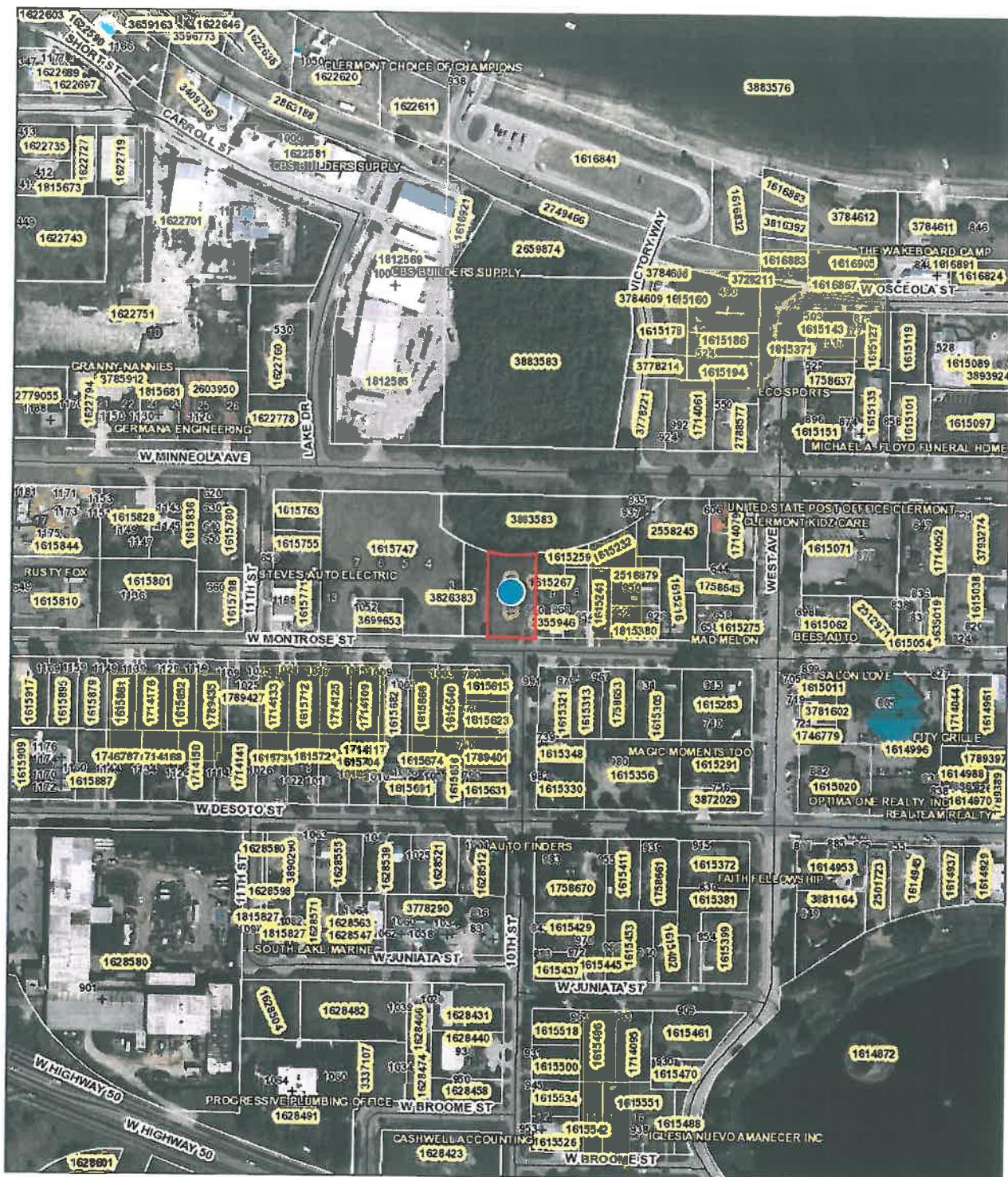
SWORN to and SUBSCRIBED before me by Paul David Gaynor
or personally known by me this 30 day of December, 2016.

X [Signature]
Notary Public, State of Florida at Large

My Commission Expires:



JOELL FOLMAR
MY COMMISSION # FF 009885
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services



December 30, 2016

pointLayer



Override 1

polygonLayer



Override 1



County Boundary



Street Names



Local Streets



Subdivision Lot Numbers



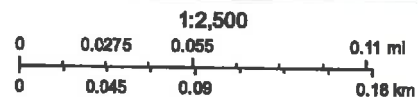
Address Locations

Property Name

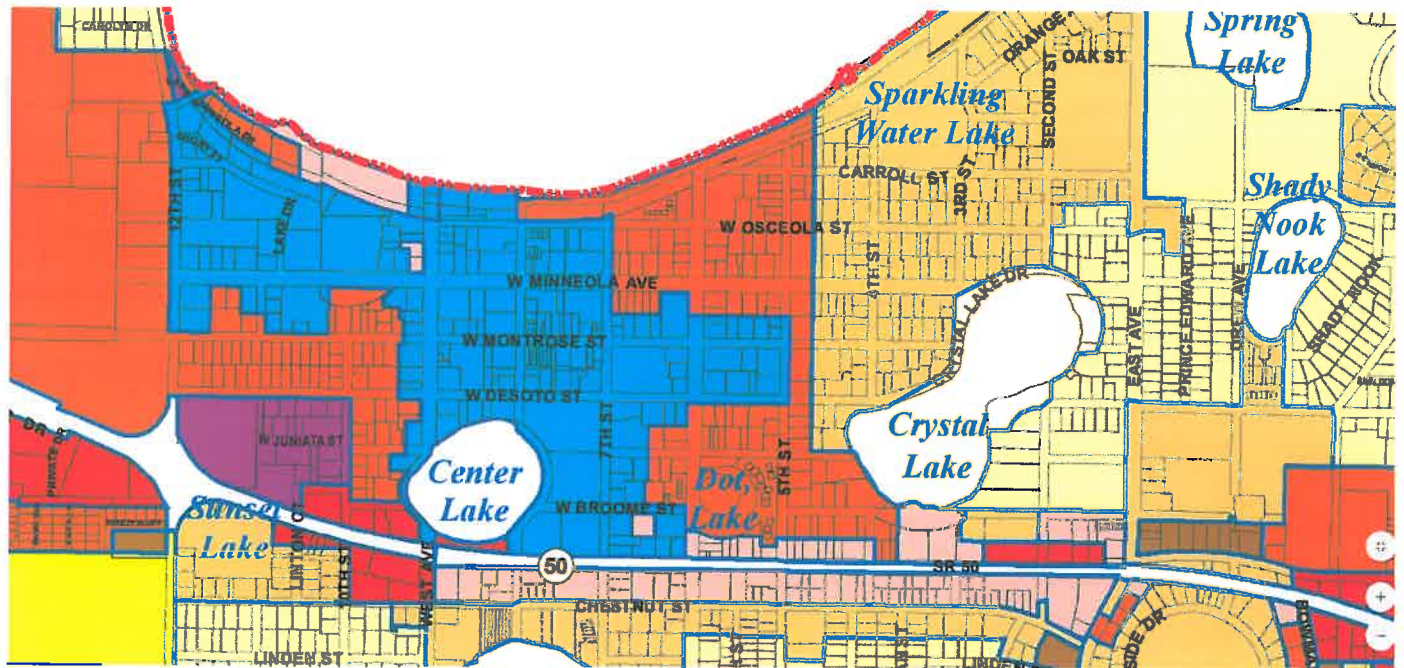
Tax Parcels Alternate Key

Tax Parcels

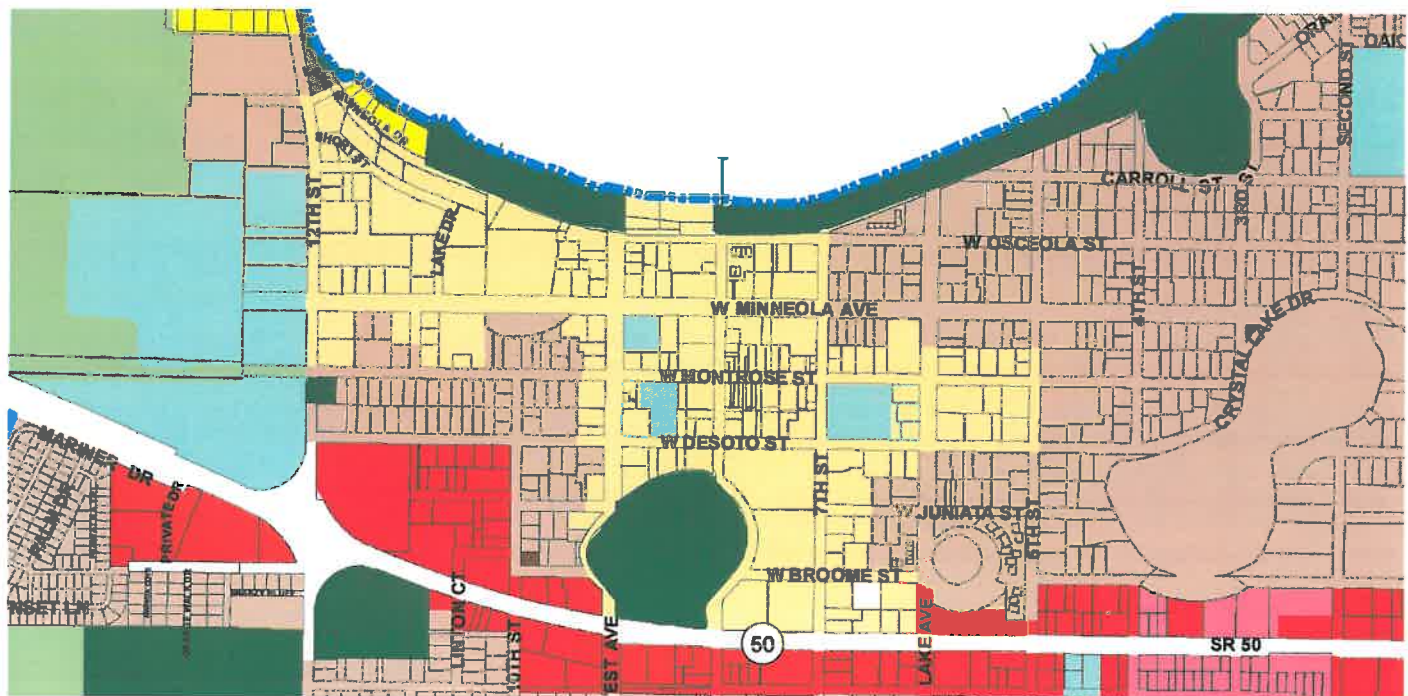
Surrounding Counties



Zoning: Change from R-3 to Central Business District (CBD)



Future Land Use: Change from Medium Density Residential to Downtown Mixed Use



PROPERTY RECORD CARD

General Information

Owner Name:	VICTORY POINTE LLC	Alternate Key:	1789419
Mailing Address:	1200 OAKLEY SEAVER DR STE 203 CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	24-22-25-010011400100
		Millage Group and City:	00C1 (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	--- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT LOT 1 BLK 114, THAT PART OF TENTH ST LYING E OF LOT 1 BLK 114—LESS E 10 FT—PB 8 PG 17 ORB 4874 PG 488		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	100	170		100	FF	\$0.00	\$18,683.00

Miscellaneous Improvements

There is no Improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified Vacant/Improved		Sale Price
4874 / 488	12/2/2016	Warranty Deed	Qualified	Vacant	\$53,500.00
4679 / 1544	9/11/2015	Warranty Deed	Unqualified	Vacant	\$15,000.00
4601 / 1995	3/18/2015	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
4546 / 2097	10/24/2014	Warranty Deed	Multi-Parcel	Vacant	\$70,000.00
4304 / 1243	3/20/2013	Warranty Deed	Multi-Parcel	Vacant	\$20,000.00
3966 / 898	10/25/2010	Warranty Deed	Multi-Parcel	Vacant	\$158,600.00
3470 / 959	7/5/2007	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Vicki Burns

At Home Title, LLC

211 N. Market Blvd., Suite B

Webster, Florida 33597

Property Appraisers Parcel Identification (Folio) Numbers:

2422250100-114-00100

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 2nd day of December, 2016 by CHARLES ELLRODT, herein called the grantor, to VICTORY POINTE, LLC, a Florida Limited Liability Company, whose post office address is 1200 Oakley Seaver Drive, Suite 203, Clermont, FL 34711, hereinafter called the Grantee: (Wherever 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)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

Lots 1, Block 114, of Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, (as abandoned by Ordinance No. 112-M, City of Clermont, a copy of such ordinance being recorded in Official Records Book 654, Page 2171, Public Records of Lake County, Florida, LESS AND EXCEPT the East 10 feet thereof.

Subject to easements, restrictions and reservations of record and to taxes for the year 2017 and thereafter.

THE PROPERTY BEING CONVEYED HEREIN IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR. THE PROPERTY IS VACANT LAND.

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, and hereby 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, 2016.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Deanna A. Alaniz
Witness #1 Signature

Deanna A. Alaniz
Witness #1 Printed Name

Chris Alaniz
Witness #2 Signature

Chris Alaniz
Witness #2 Printed Name

Charles Ellrodt
CHARLES ELLRODT

16891 RIDGEWOOD AVE., MONTVERDE, FLORIDA
34756

STATE OF FLORIDA
COUNTY OF LAKE

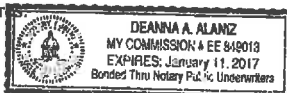
The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by CHARLES ELLRODT who is personally known to me or has produced Driver's License as identification.

SEAL

Deanna A. Alaniz
Notary Public

Deanna A. Alaniz
Printed Notary Name

My Commission Expires



Map of Boundary Survey

Description:

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 554, Page 2171)
Less the East 10.00 feet of Tenth Street.

Lake County

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zones X & A.

Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 18,798 SF or 0.432 acres, more or less, and is subject to any rights of way or easements of record.

LEGEND:

- Denotes found 1/2" iron rod & cap marked "LB 7227"
- Denotes set 1/2" iron rod & cap marked "LB 6980"

Scale = 1"=30'

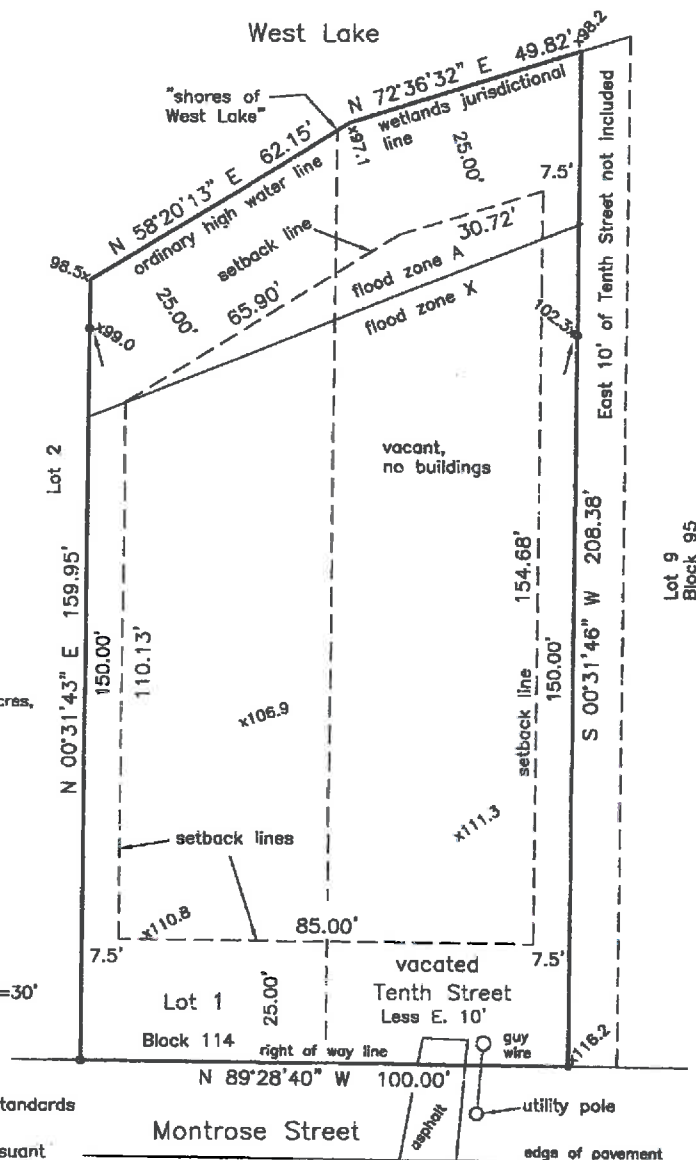
Surveyor's Certification

I hereby certify to Paul Gaynor

that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden 11/14/16
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



Montrose Street

Field Date 11/18/16	Prepared for: Paul Gaynor	18076.001
Drawn by: JPR	Rhoden Land Surveying, Inc.	
Scale: 1"=30'	LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-13

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, February 28, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 0.43 +/-acre parcel below from Medium Density Residential to Downtown Mixed Use. Alternate Key 1789419.



Location:

Vacant parcel lying north of the intersection of 10th Street and W. Montrose Street

Ordinance #2017-13:

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.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 27 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Ordinance No. 2017-14 <i>Final Victory Pointe, LLC Rezoning</i>		
Requested Action		
Recommend approval of Ordinance 2017-14.		
Staff Report		
This request is being heard concurrently with a request for a small-scale comprehensive plan amendment. The applicant, Paul Gaynor, is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately a half acre in size and is currently vacant. The Central Business District adjoins this property on its north side through Victory Pointe, the City's regional stormwater pond and park. The requested rezoning will promote the expansion of the Central Business District in the area. Although the Downtown Mixed Use future land use district currently allows for a maximum density of 12 units per acre, the Council approved transmittal of a comprehensive plan amendment in December 2016 that would increase the base density in the Downtown Mixed Use future land use district to a maximum of 25 units per acre and allow for a density bonus up to 40 units per acre if specific development criteria was met. The adoption of that proposed future land use change will be considered at the Feb. 28, 2017 Council meeting. The applicant has indicated that they would like to construct single-family condos at a density of up to 10 units, which is approximately 25 units per acre. Staff recommends approval of the rezoning to CBD Central Business District. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2017-14 REZ ORD 2017-14.doc		
2. Maps Victory Pointe LLC Maps.pdf		

3.	Minutes	P&Z Minutes.pdf
4.	Rezoning Application	REZ application.pdf
5.	Rezoning Legal ad	REZ Victory Pointe LLC legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-14

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171) Less the East 10.00 feet of Tenth Street. Alternate Key 1789419.

Containing 0.432 +/- Acres

FROM R-3 Residential/Professional
TO CBD Central Business District

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

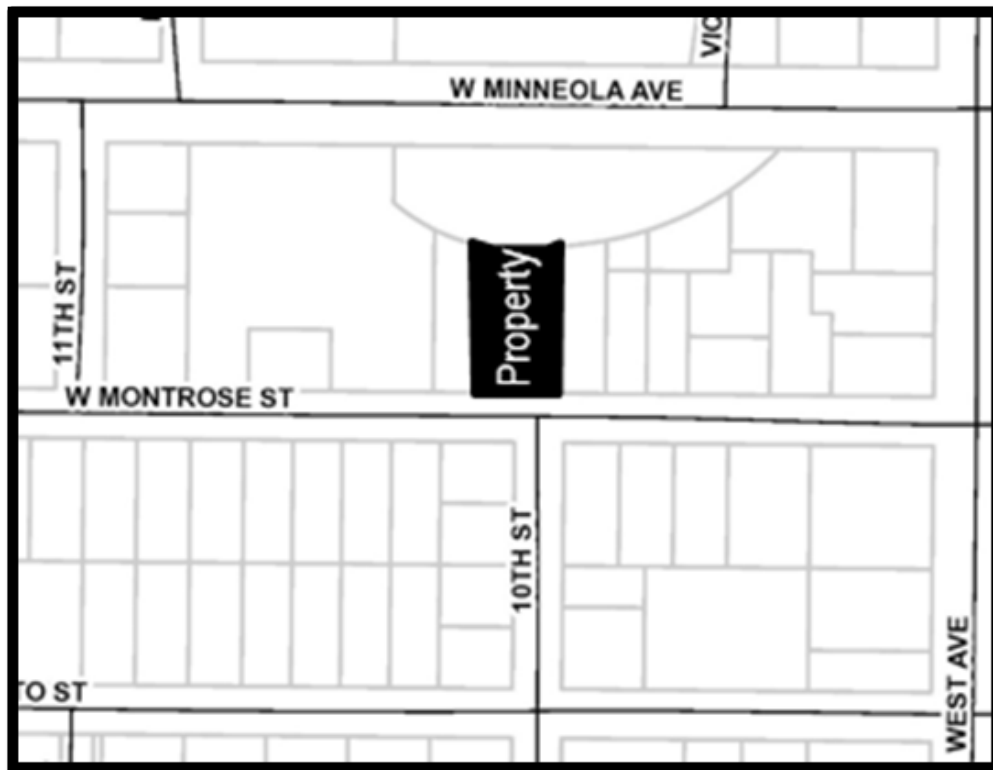
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

CITY OF CLERMONT
ORDINANCE No. 2017-14

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2017.

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 - Location Map – Victory Pointe LLC

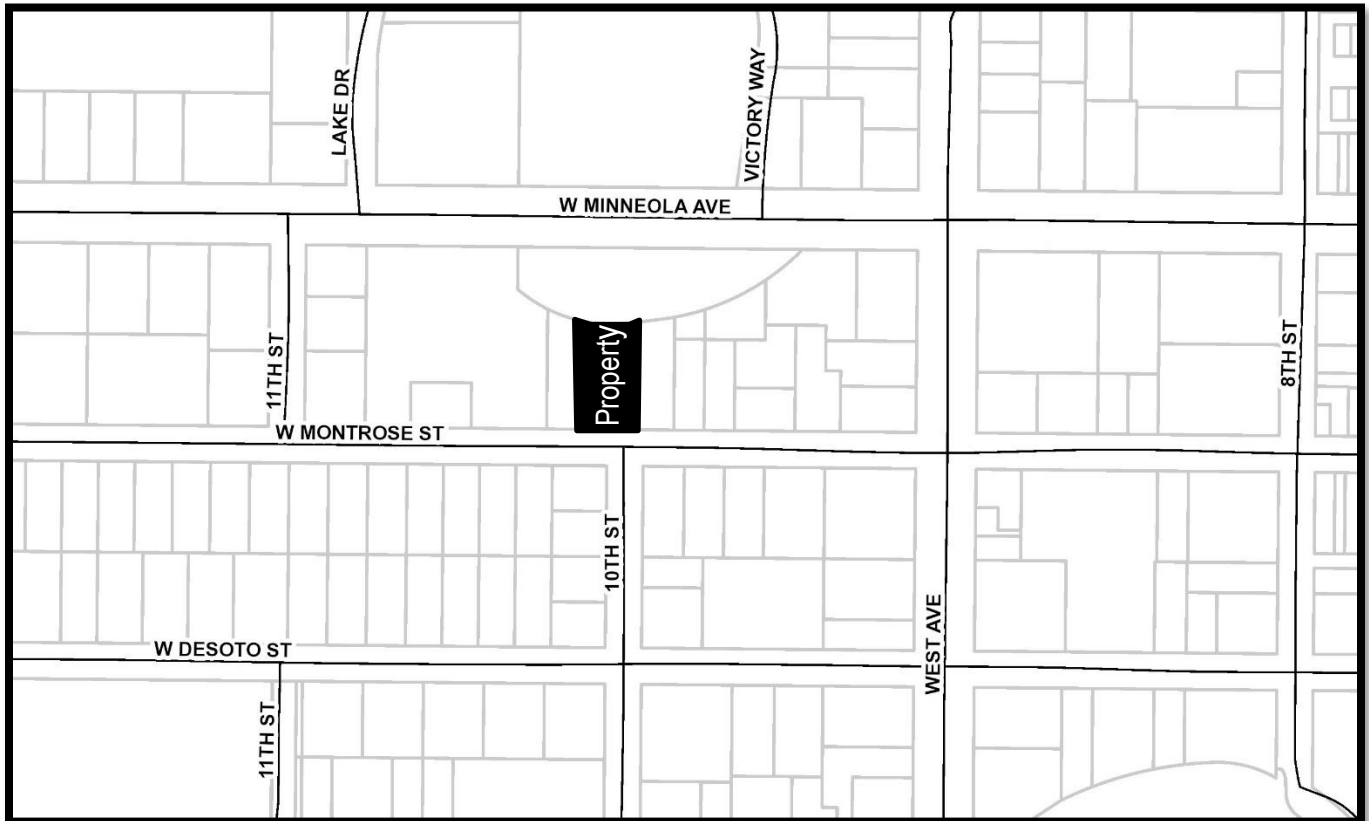


Exhibit – Future Land Use Map – Victory Pointe LLC

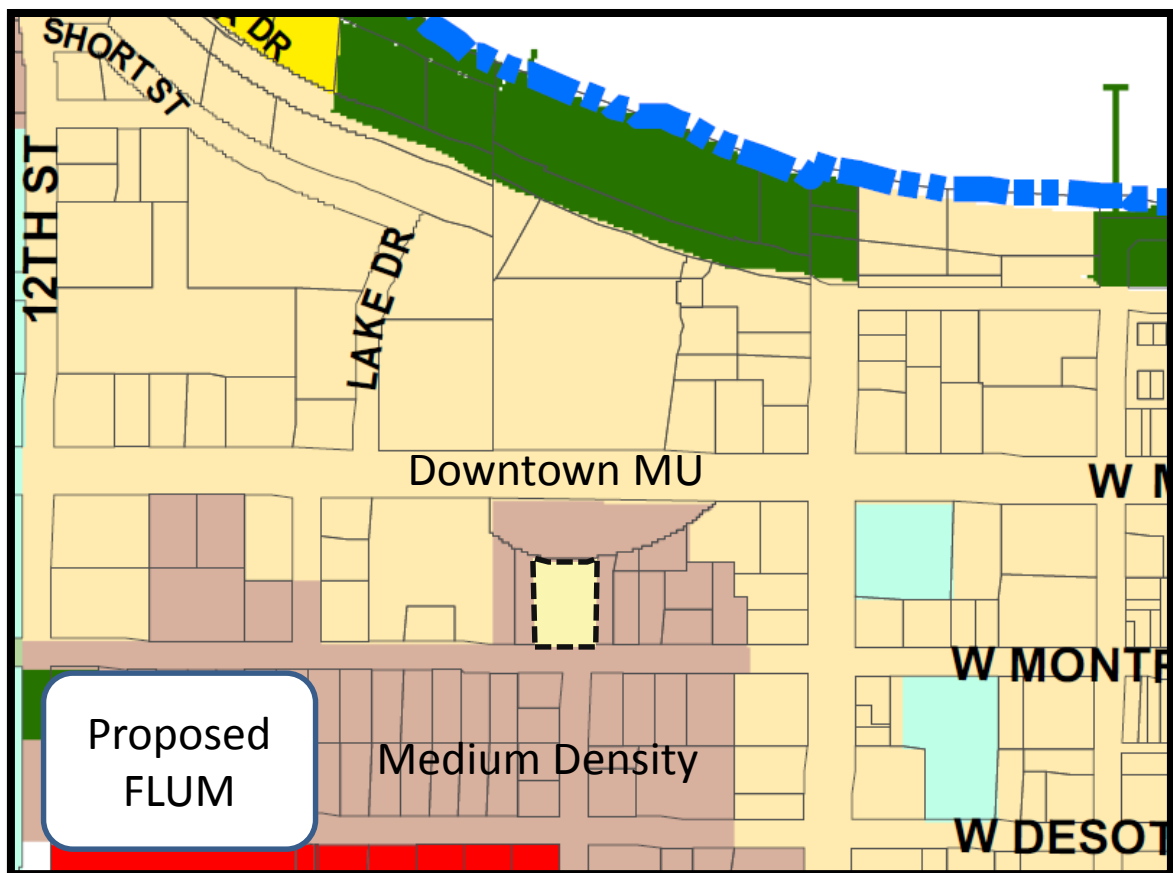
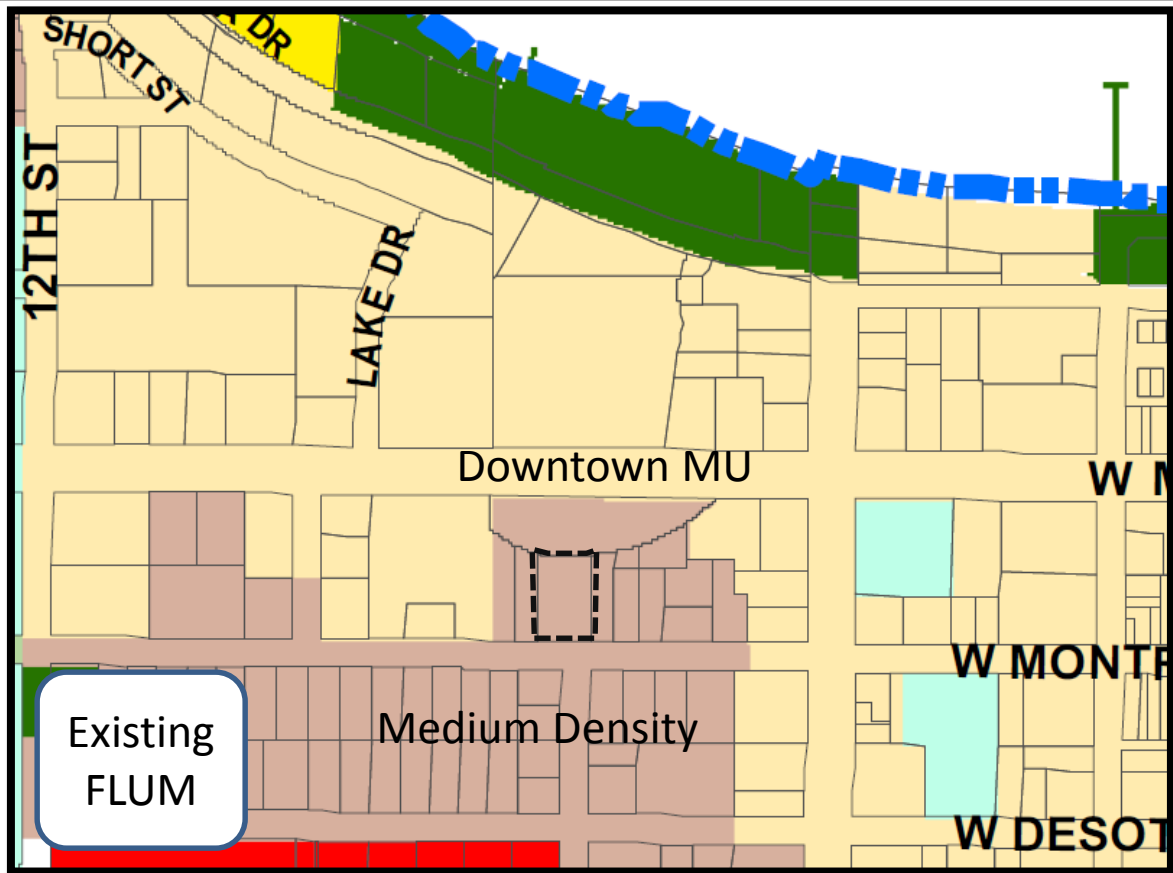


Exhibit – Zoning Map – Victory Pointe LLC



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 4

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Medium Density Residential to Downtown Mixed Use

APPLICANT: Paul Gaynor

5. REQUEST FOR REZONING

REQUEST: To change the zoning from R-3 Residential/Professional to Central Business District

APPLICANT: Paul Gaynor

Senior Planner Kruse presented the staff report as follows:

The applicant, Paul Gaynor, is requesting a small-scale comprehensive plan amendment to develop the subject property, located south of West Lake and north of 10th Street. The property is currently vacant and is approximately a half acre in size.

The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. This property adjoins the City's West Lake property and would be a continuation of the Downtown Mixed Use district. This property will be adjacent to Victory Pointe, the City's regional stormwater pond and park.

They are also requesting a change from the R-3 Residential/Professional District to CBD Central Business District.

The requested rezoning will promote the expansion of the Central Business District in the area. Although the Downtown Mixed Use future land use district currently allows for a maximum density of 12 units per acre, the Council approved transmittal of a comprehensive plan amendment in December 2016 that would increase the base density in the Downtown Mixed Use future land use district to a maximum of 25 units per acre and allow for a density bonus up to 40 units per acre if specific development criteria was met. The adoption of that proposed future land use change will be considered at the Feb. 28, 2017 Council meeting.

The applicant has indicated that they would like to construct single-family condominiums at a density of up to 10 units, which is approximately 25 units per acre.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 5

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

Mark Graff, 1944 Brantley Circle, stated that he is looking to be the first project to make use of the Density Bonus Criteria.

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low Density to City of Clermont Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

7. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

8. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district.

APPLICANT: Anderson Hill Commercial/AVID Group

Senior Planner Kruse presented the staff report as follows:

The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The property's physical characteristics and its U.S. Highway 27 frontage support the Commercial designation. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east.



CITY OF CLERMONT
REZONING
APPLICATION

DATE: 12/30/16

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Paul Graynor

CONTACT PERSON: Paul Graynor

Address: 1200 Oakley Seaver Dr. suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

E-Mail: Pgraynor@graffholdings.com

OWNER: Victory Pointe, LLC.

Address: 1200 Oakley Seaver Dr. Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

Address of Subject Property: Northwest corner of W. Montrou Street and 10th Street

Legal Description (include copy of survey): Clermont lot 1 Blk 114,
that part of tenth st lying E of lot
1 Blk 114 - LESS E 10 FT - PB 8 PG 17
ORB 4874 PG 488

Acres: 0.432 Land Use: Medium Density Residential
(City verification required)

Present Zoning: R-3 Proposed Zoning: CBD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**

Page 2

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

What are you proposing to do that would require a rezoning?

Build new custom, high end, single
family Condos.

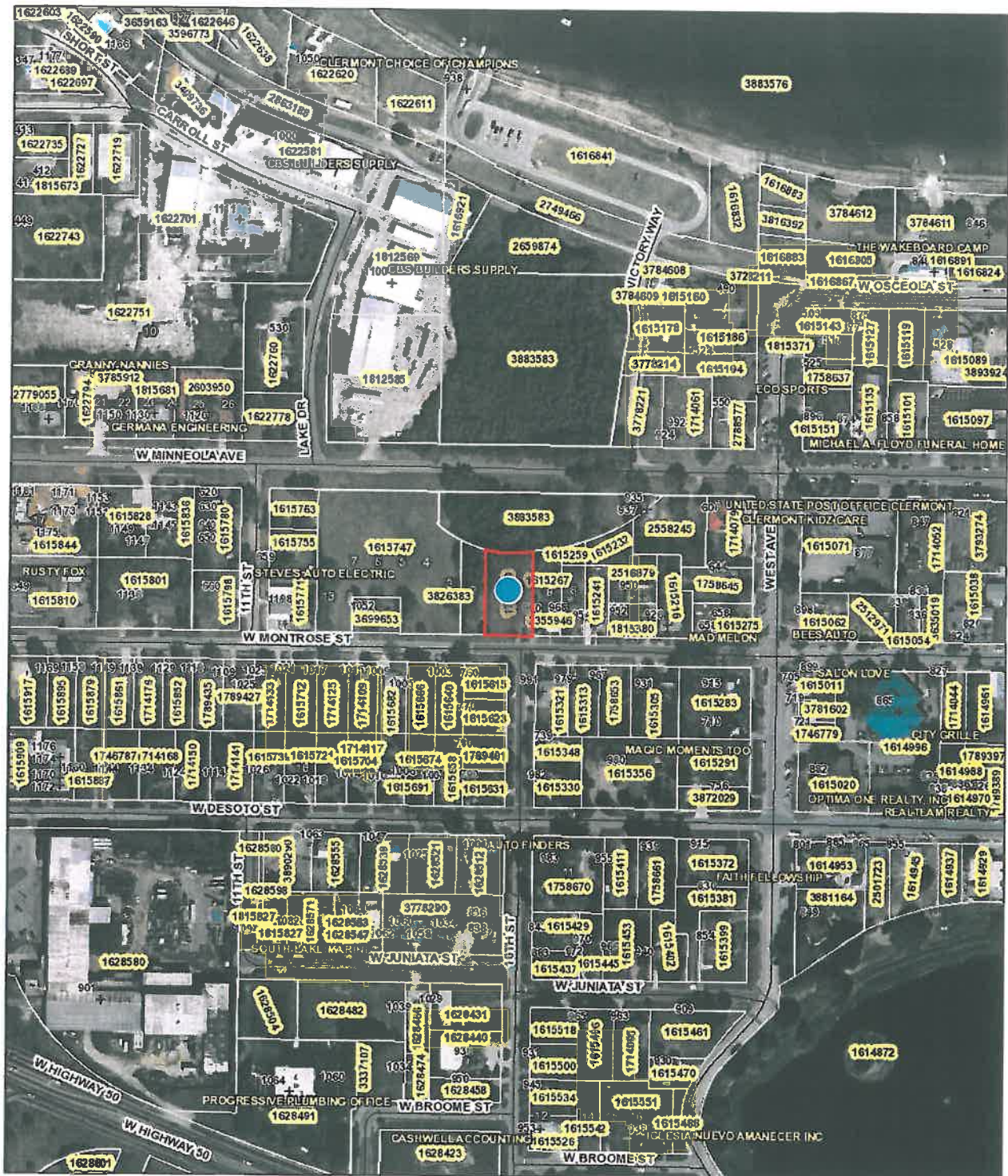
Paul Gaynor
Applicant Name (print)

Paul Gaynor
Owner Name (print)

x Paul Gaynor
Applicant Name (signature)

x Paul Gaynor
Owner Name (signature)

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



December 30, 2016

pointLayer



Override 1

polygonLayer



Override 1



County Boundary

Street Names



Local Streets



Subdivision Lot Numbers



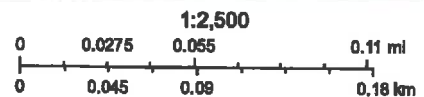
Address Locations

Property Name

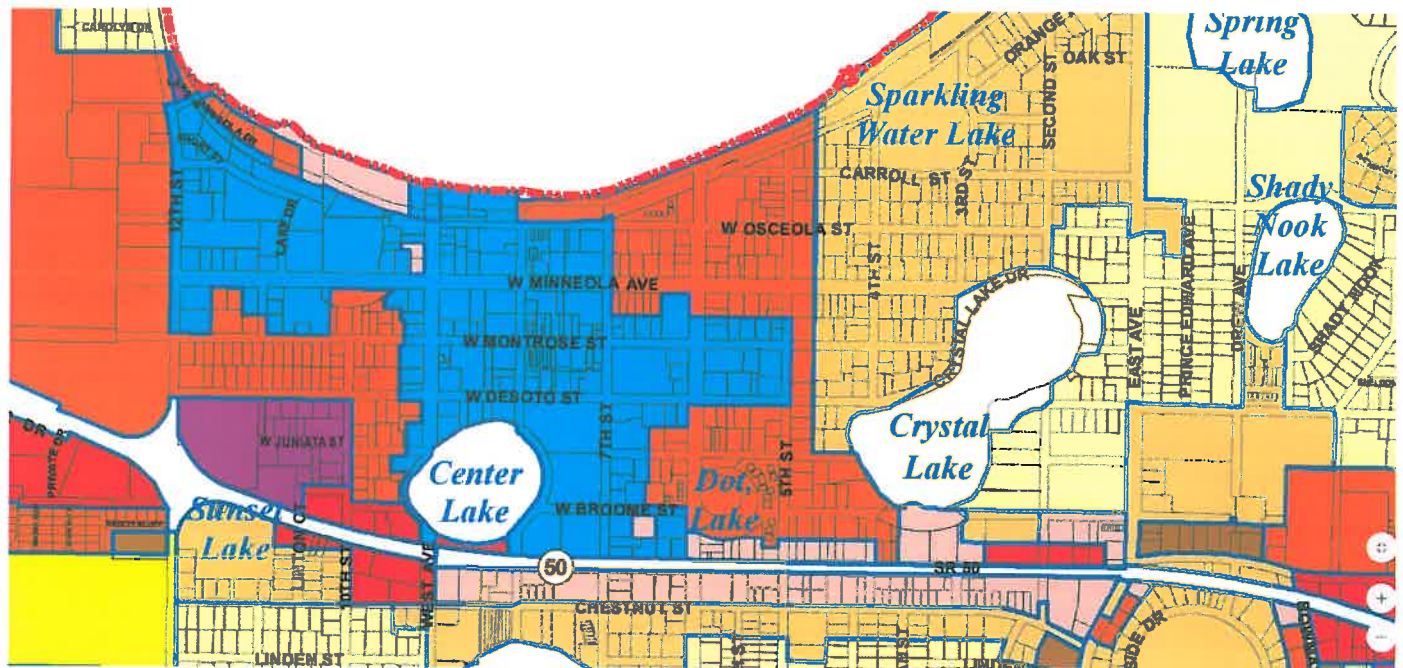
Tax Parcels Alternate Key

Tax Parcels

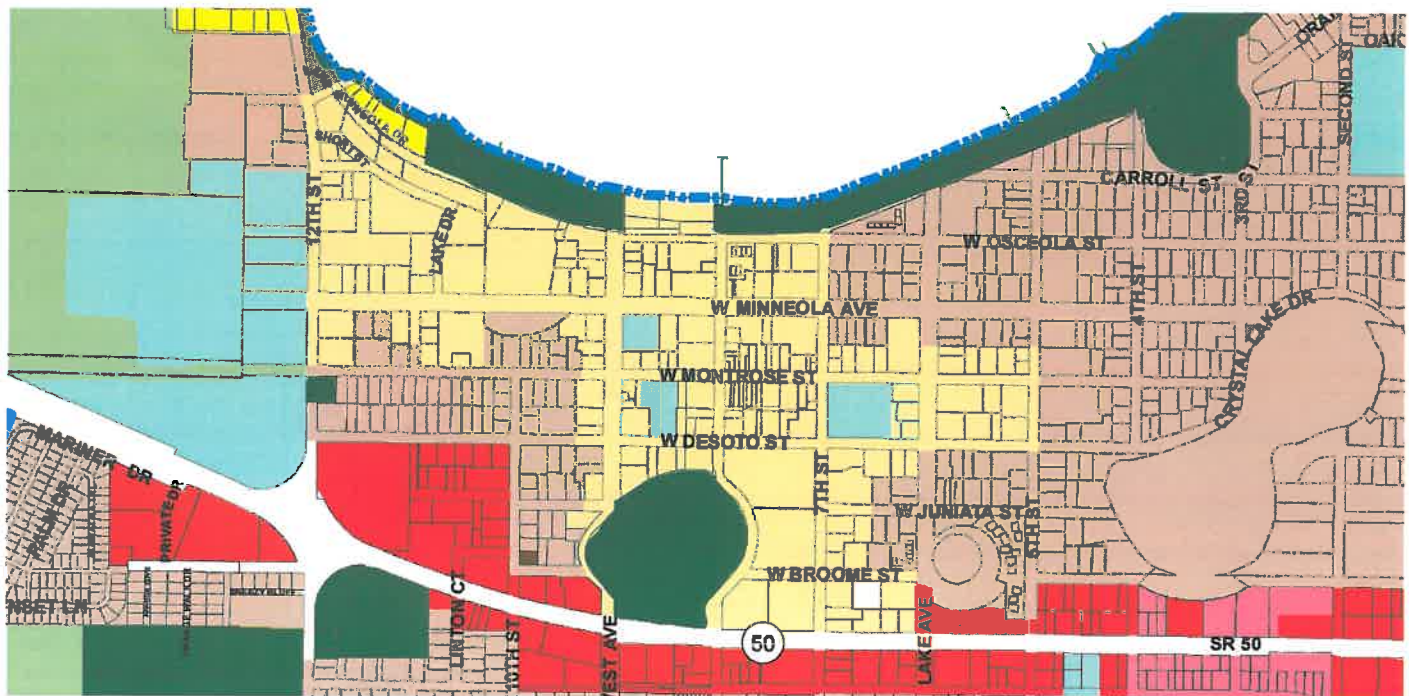
Surrounding Counties



Zoning: Change from R-3 to Central Business District (CBD)



Future Land Use: Change from Medium Density Residential to Downtown Mixed Use



PROPERTY RECORD CARD

General Information

Owner Name: VICTORY POINTE LLC
Alternate Key: 1789419
Mailing Address: 1200 OAKLEY SEAVER DR STE 203 CLERMONT, FL 34711
[Update Mailing Address](#)
Parcel Number: 24-22-25-010011400100
Millage Group and City: 00C1 (CLERMONT)
Total Certified Millage Rate: 18.0915
Trash/Recycling/Water/Info: [My Public Services Map](#) ⓘ
Property Location: CLERMONT FL 34711
[Update Property Location](#) ⓘ
Property Name: [Submit Property Name](#) ⓘ
School Locator: [School and Bus Map](#) ⓘ
Property Description: CLERMONT LOT 1 BLK 114, THAT PART OF TENTH ST LYING E OF LOT] 1 BLK 114—LESS E 10 FT—PB 8 PG 17 | ORB 4874 PG 488 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	100	170		100	FF	\$0.00	\$18,683.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4874 / 488	12/2/2016	Warranty Deed	Qualified	Vacant	\$53,500.00
4679 / 1544	9/11/2015	Warranty Deed	Unqualified	Vacant	\$15,000.00
4601 / 1995	3/18/2015	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
4546 / 2097	10/24/2014	Warranty Deed	Multi-Parcel	Vacant	\$70,000.00
4304 / 1243	3/20/2013	Warranty Deed	Multi-Parcel	Vacant	\$20,000.00
3966 / 898	10/25/2010	Warranty Deed	Multi-Parcel	Vacant	\$158,600.00
3470 / 959	7/5/2007	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Vicki Burns

At Home Title, LLC

211 N. Market Blvd., Suite B

Webster, Florida 33597

Property Appraisers Parcel Identification (Folio) Numbers:

2422250100-114-00100

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 2nd day of December, 2016 by CHARLES ELLRODT, herein called the grantor, to VICTORY POINTE, LLC, a Florida Limited Liability Company, whose post office address is 1200 Oakley Seaver Drive, Suite 203, Clermont, FL 34711, hereinafter called the Grantee:
(Wherever 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)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

Lots 1, Block 114, of Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, (as abandoned by Ordinance No. 112-M, City of Clermont, a copy of such ordinance being recorded in Official Records Book 654, Page 2171, Public Records of Lake County, Florida, LESS AND EXCEPT the East 10 feet thereof.

Subject to easements, restrictions and reservations of record and to taxes for the year 2017 and thereafter.

THE PROPERTY BEING CONVEYED HEREIN IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR. THE PROPERTY IS VACANT LAND.

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, and hereby 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, 2016.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Deanna A. Alaniz
Witness #1 Printed Name

Witness #2 Signature

Chris Alaniz
Witness #2 Printed Name

CHARLES ELLRODT
16891 RIDGEWOOD AVE., MONTVERDE, FLORIDA
34756

STATE OF FLORIDA
COUNTY OF LAKE

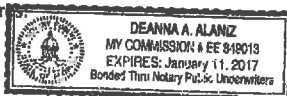
The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by CHARLES ELLRODT who is personally known to me or has produced Driver's License as identification.

SEAL

Notary Public

Printed Notary Name

My Commission Expires



Map of Boundary Survey

Description:

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171)
Less the East 10.00 feet of Tenth Street.

Lake County

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zones X & A.

Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 18,798 SF or 0.432 acres, more or less, and is subject to any rights of way or easements of record.

LEGEND:

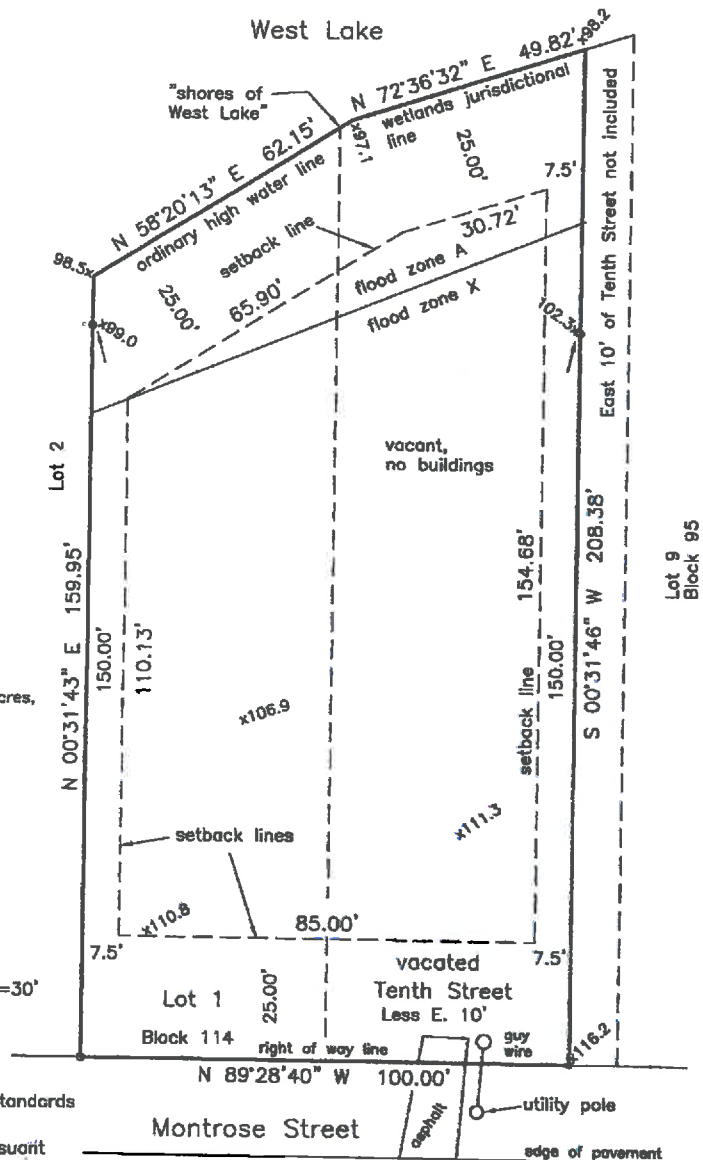
- Denotes found 1/2" iron rod & cap marked "LB 7227"
- Denotes set 1/2" iron rod & cap marked "LB 6980"

Scale = 1"=30'

Surveyor's Certification

I hereby certify to Paul Gaynor that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden 11/19/16
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



Field Date 11/18/16	Prepared for: Paul Gaynor
Drawn by: JPR	Rhoden Land Surveying, Inc. LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255
Scale: 1"=30'	

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-14

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Vacant parcel lying north of the intersection of
10th Street and W. Montrose Street
Alternate Key 1789419

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171) Less the East 10.00 feet of Tenth Street.
Containing 0.432 +/- Acres

FROM R-3 Residential/Professional
TO CBD Central Business District

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 28, 2017	
Agenda Item Name	
Ordinance No. 2017-21 <i>Final</i> <i>The Shops at WaterBrooke Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2017-21.	
Staff Report	
The applicant, UP Fieldgate US Investments – Clermont Hills, LLC, is requesting a rezoning to Planned Unit Development (PUD) for the subject property that consists of 18.38 acres. The property is south of S.R. 50 at the intersection of Emil Jahna Road and S.R. 50. The property has more than 1,500 lineal feet of frontage on S.R. 50. The subject property consists of the existing FDOT stormwater pond and a portion of the applicant's property. If the zoning is approved, the applicant will relocate the existing stormwater pond to the rear of the property. FDOT is aware of the applicant's proposal and has not objected. The applicant is requesting the northern portion of their site and FDOT's parcel to be rezoned to PUD for a commercial shopping center consisting of retail and restaurant uses. The proposed uses would be limited to the uses permitted under the C-2 General Commercial zoning. The applicant is proposing a total building area of 107,000 square feet for the project. The applicant has indicated several buildings that are greater than 20,000 square feet on the submitted plot plan, prepared by Thomas L. Knight, P.E., dated Dec. 31, 2016. The plan has a 42,000-square-foot building (Retail B), a 35,000-square-foot building (Retail A), a 25,000-square-foot building (Retail C-1/C-2), and a 5,000-square-foot building (Retail D). Not included in this total is the development that may occur on the 2.58 +/- acre "future parcel" indicated on the plot plan. The required number of parking spaces has been indicated on plan. The applicant has identified six waivers to the land development code (LDC) needed to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads from 15 to 7; (2) a reduction in the required number of loading zones from 11 to 6; (3) an increase in the maximum number of parking spaces without a landscape break from 10 to 11; (4) maximum grade changes from 15 feet to 30 feet, primarily due to the filling of the existing FDOT pond and relocation; (5) elimination of the 10-foot interior landscaping buffer between abutting property boundaries; and (6) allowing buildings to occupy more than 20,000 square feet of floor space, up to a maximum building floor space of 42,000 square feet. Staff understands that the very nature of the PUD zoning allows waivers to the LDC for flexible development purposes. Staff has reviewed the waivers and agrees that a majority of the waivers presented have been granted in the past with previous developments. However, staff believes that landscaping between the interior property boundaries should be done, such as sharing a buffer between properties or clustering landscaping within the lot. Staff has reviewed the applicant's request for a rezoning from Urban Estate to PUD zoning. The future land use is Commercial, and the applicant's proposal reflects uses appropriate in this future land use. Staff believes the proposal meets the standards with regard to Section 122-315, Review Criteria for a PUD. Therefore, staff	

recommends approval of Ordinance 2017-21 for a PUD.

At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning with removing the landscape waiver; seconded by Commissioner Carol Thayer. The vote was unanimous to recommend approval.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2017-21	REZ Ord. 2017-21.doc
2.	Maps	Shops at WaterBrooke Maps.pdf
3.	Plot Plan/Site Plan	Site Plan PDF.pdf
4.	FDOT Letter	FDOT Non Object Ltr.pdf
5.	Letter of Opposition	Mattamy letter.pdf
6.	Minutes	P&Z Minutes.pdf
7.	Application	Application.pdf
8.	Legal ad	REZ Shops at WaterBrooke legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-21

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

That portion of the East 222.00 feet of the Southeast 1/4 of Northwest 1/4 together with a portion of the Southwest 1/4 of Northeast 1/4, all lying in Section 27, Township 22 South, Range 26 East, Lake County Florida, being more particularly described as follows:

Commencing at the North 1/4 corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida, run South 00°30'12" West, along the West line of the Northeast 1/4 of said Section 27, a distance of 1363.52 feet to a point on the South right way line of State Road 50, per F.D.O.T. right of way Map Section 11070-2505, this being the Point of Beginning; thence run South 89°06'29" East, along said South right of way line, a distance of 554.31 feet to the Westerly line of that parcel as described in Official Record Book 3153, Page 2149 of the Public Records of Lake County, Florida; thence run South 00°53'31" West, along said Westerly line, a distance of 325.00 feet; thence run South 89°06'29" East, along the Southerly line of said parcel and the parcel described in Official Record Book 591, Page 1222 of the Public Records of Lake County, Florida, a distance of 549.99 feet to the Easterly line of said parcel described in Official Record Book 591, Page 1222; thence run North 00°53'31" East, along said Easterly line, a distance of 325.00 feet; thence run South 89°06'29" East, along said South right of way line a distance of 203.70 feet to a point on the East line of the Southwest 1/4 of the Northeast 1/4 of Section 27; thence run South 00°25'59" West, along said East line, a distance of 1293.07 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 88°58'56" West, along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 1309.61 feet to the Southwest corner of said Southwest 1/4 of the Northeast 1/4; thence run North 88°58'56" West, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 27, a distance of 222.01 feet to a point, 222.00 feet, Westerly of, when measured perpendicular to the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 00°30'12" East, along a line parallel with the west line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; a distance of 1289.70 feet to a point

CITY OF CLERMONT
ORDINANCE No. 2017-21

on the aforesaid South right of way line; thence run South 89°06'29" East, along said South right of way line, a distance of 222.00 feet to the Point of Beginning.
Alternate Key 3868854 and a portion of 3868851

FROM UE Urban Estate
TO Planned Unit Development

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

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

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

SECTION 5: General Conditions:

This application is for a Planned Unit Development to allow for a commercial shopping center consisting of retail and restaurant uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Thomas L. Knight, P.E., dated December 31, 2016. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

CITY OF CLERMONT
ORDINANCE No. 2017-21

2

SECTION 6: Land Uses and Specific Conditions:

1. A total of up 107,000 square feet of building area shall be allowed on the site. The overall site has a 2.58 acre outparcel that is not included in this allocation and will be developed independently.
2. The required number of dumpster pads have been reduced from 15 to 7.
3. The required number of loading zones have been reduced from 11 to 6.
4. Parking spaces before a required landscape break has been increased from 10 to 11 spaces.
5. The project may have elevation changes of up to 30 feet with regards to filling the existing FDOT stormwater system and relocation of it. These changes will be submitted to the City Engineer at the time of final engineering.
6. Interior landscape buffers between abutting property boundaries may be eliminated.
7. Buildings may be greater than 20,000 square feet but not more than 45,000 square feet.
8. By virtue of the transportation system needs for the project, the developer shall dedicate a minimum of 120 feet for right-of-way for Hooks Street within the 40 +/- acre parcel. This will be required within 90 days of City Council approval of Ordinance 2017-21. Failure to do so will make this Ordinance null and void.
9. The developer will agree to construct that segment of Hooks Street lying within the property boundaries in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County.
10. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 7:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 8:

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

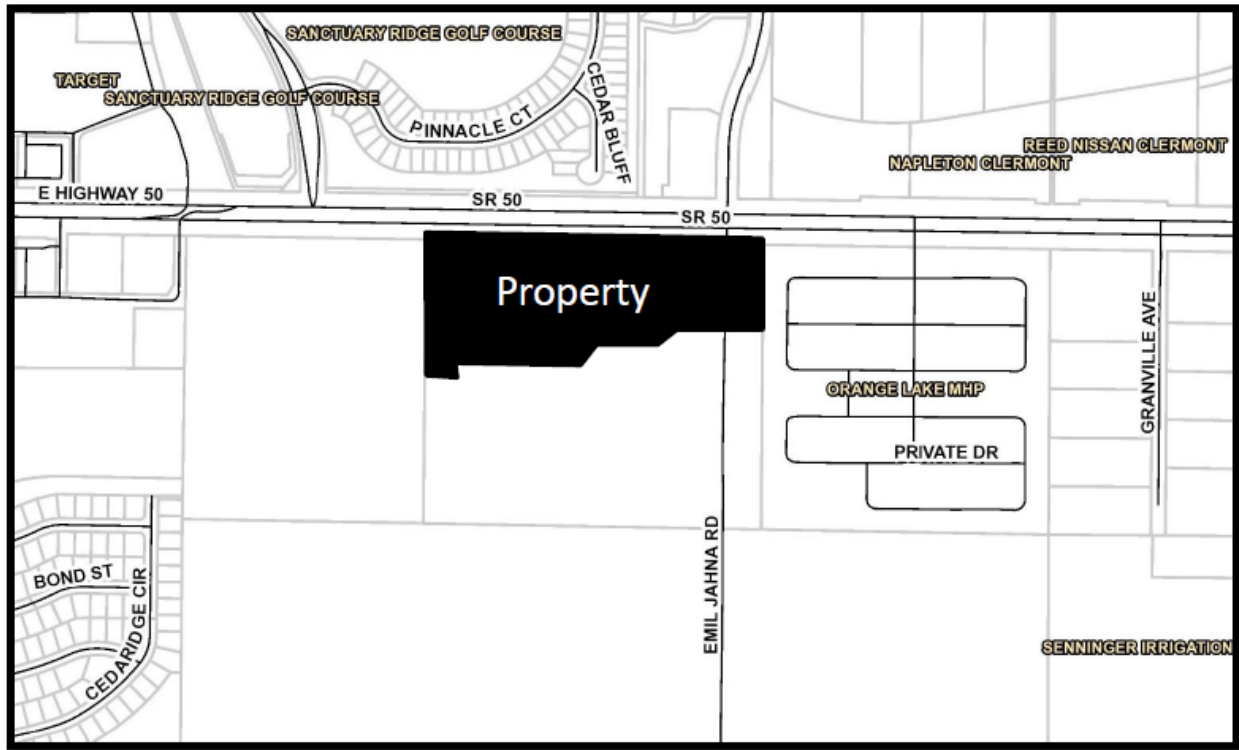
CITY OF CLERMONT
ORDINANCE No. 2017-21

3

SECTION 9:

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

Location map:



4

CITY OF CLERMONT
ORDINANCE No. 2017-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2017.

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 - Location Map The Shops at WaterBrooke

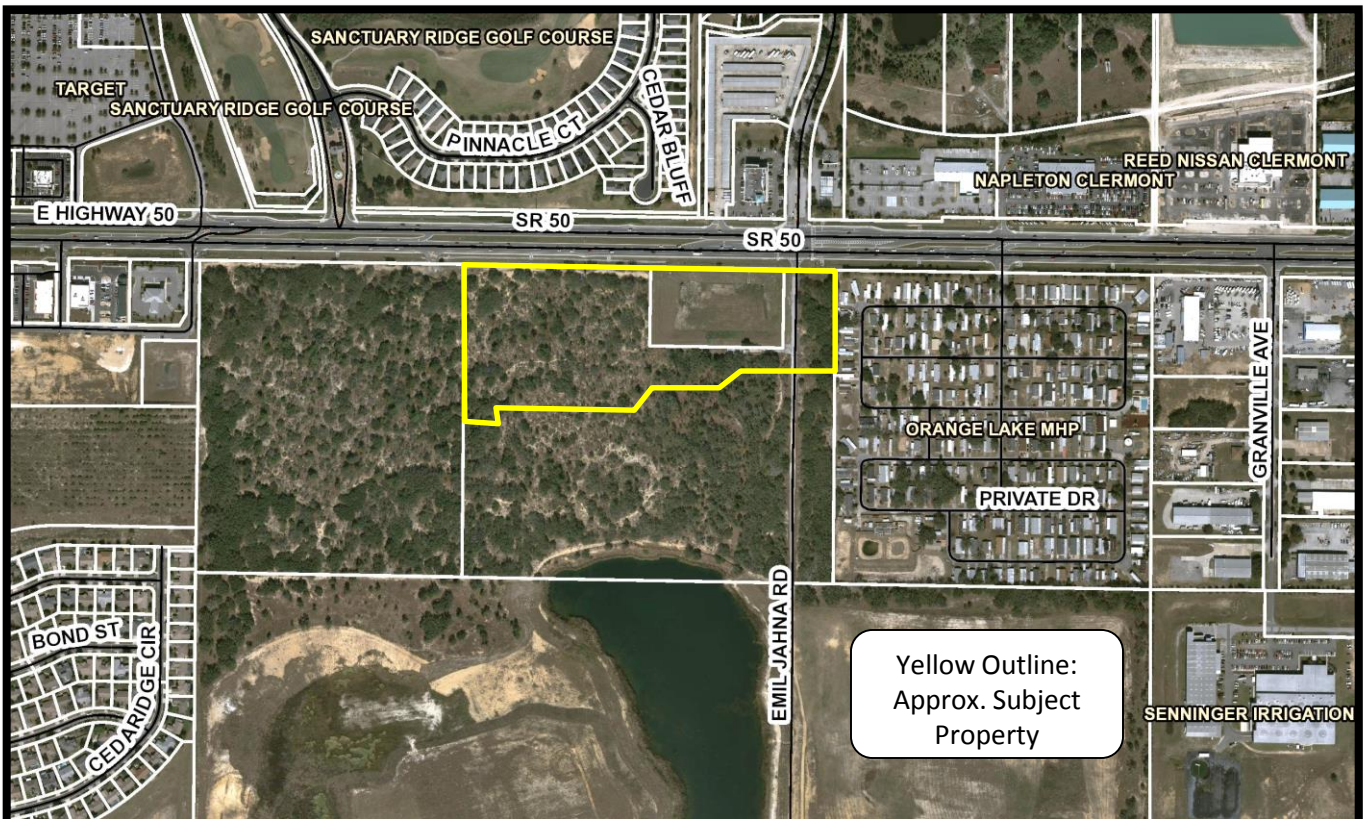
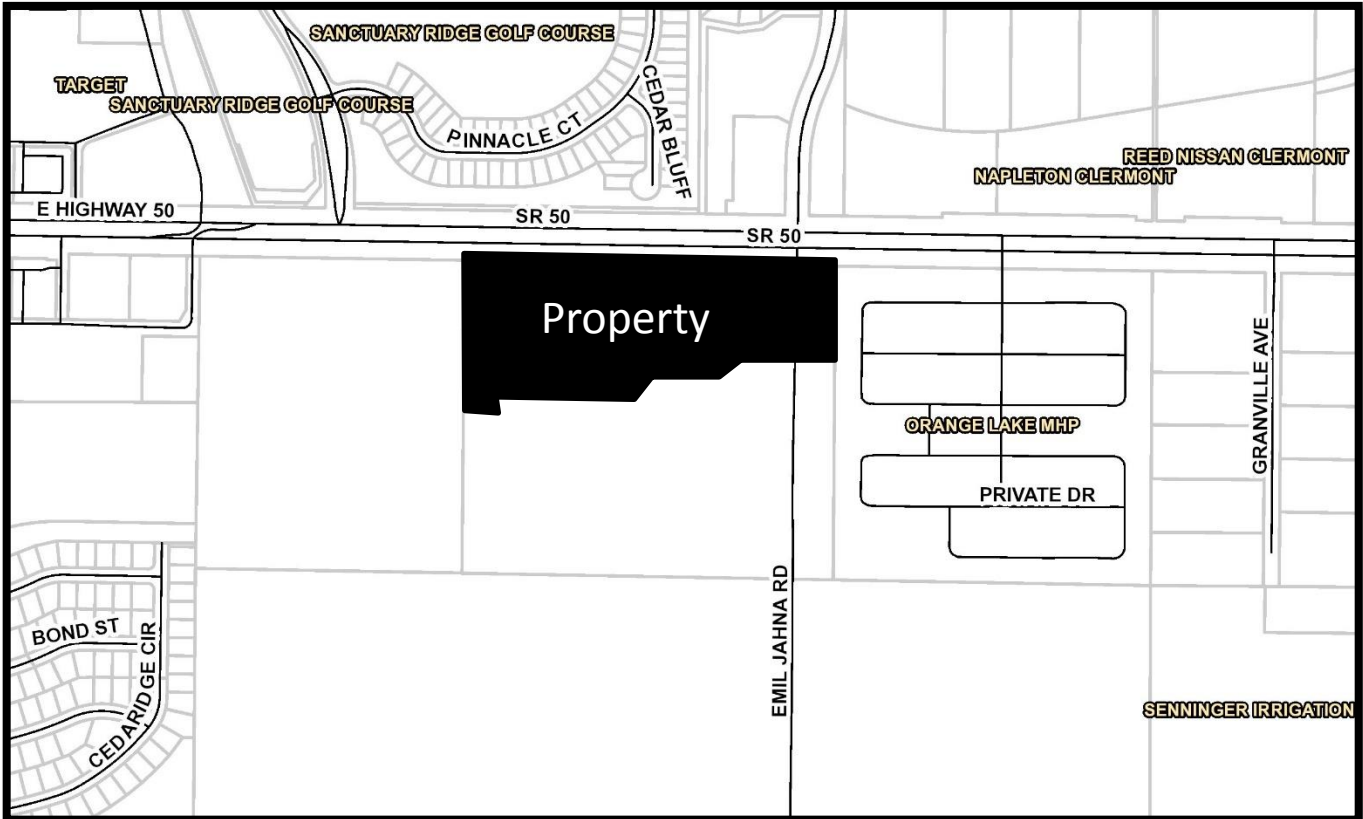
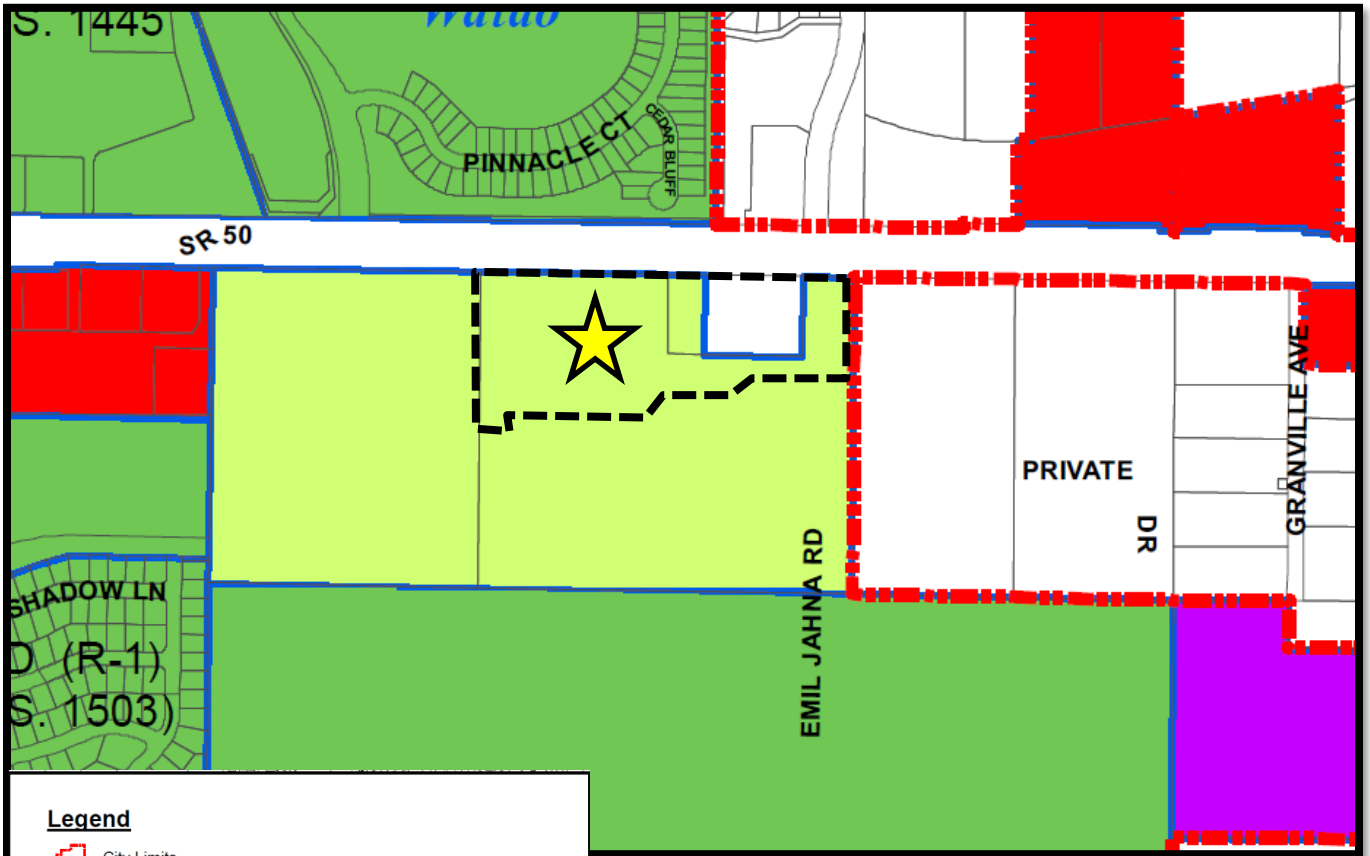


Exhibit – Zoning

The Shops at WaterBrooke



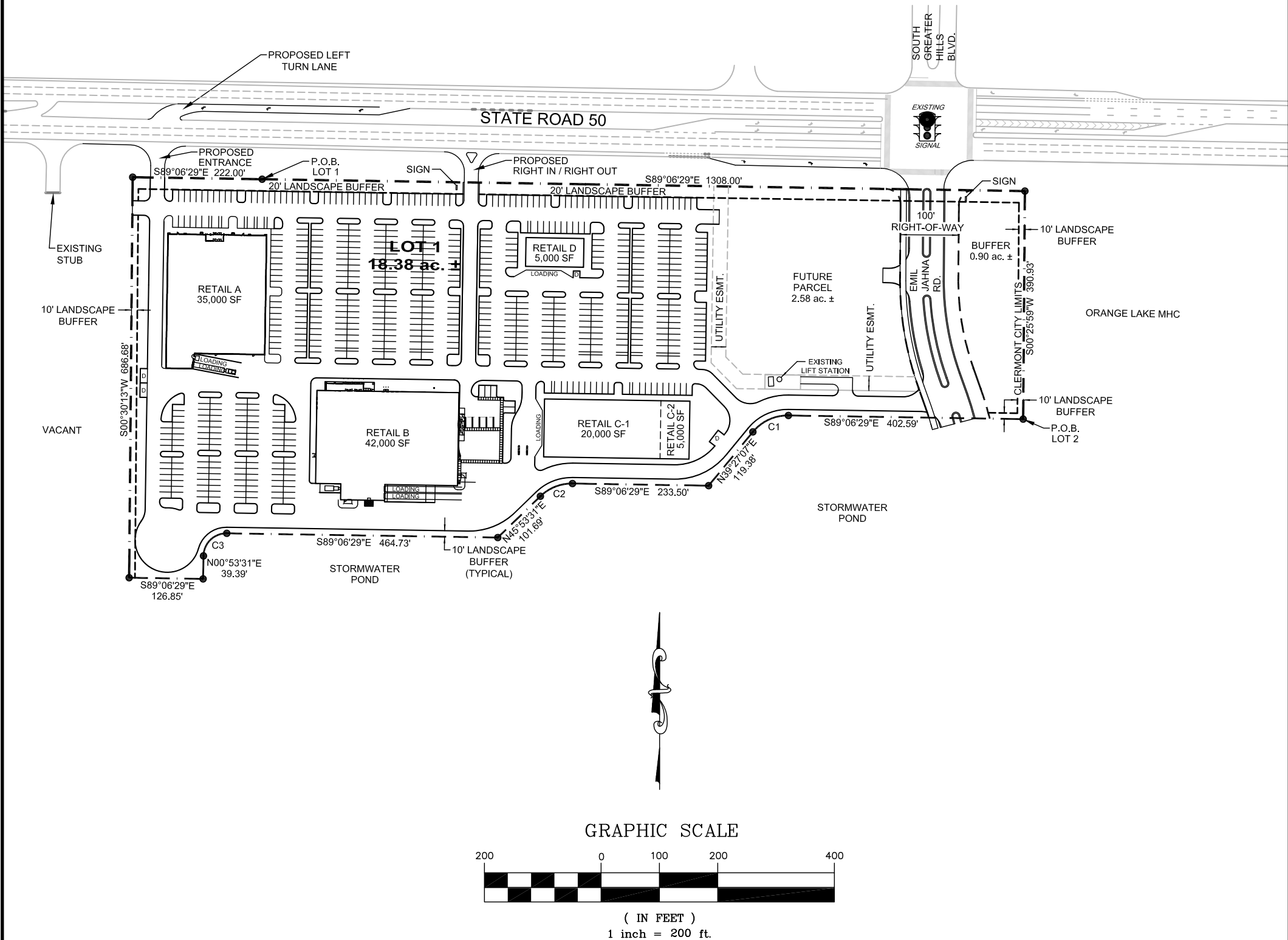
Legend

 City Limits

Zoning Designations

-  UT URBAN TRANSITION DISTRICT
-  UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
-  R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
-  R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
-  R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
-  O-1 OFFICE DISTRICT
-  C-1 LIGHT COMMERCIAL DISTRICT
-  C-2 GENERAL COMMERCIAL DISTRICT
-  CBD CENTRAL BUSINESS DISTRICT
-  M-1 INDUSTRIAL DISTRICT
-  CD COMMERCE DISTRICT
-  PR PARKS AND RECREATION DISTRICT
-  PUD PLANNED UNIT DEVELOPMENT
-  AREAS NOT WITHIN THE CITY LIMITS

CURVE TABLE			
	C1	C2	C3
Radius	77.33'	77.33'	39.33'
Central Angle	49°39'22"	45°00'00"	45°00'00"
Arc Length	69.42'	60.74'	61.78'
Chord Length	67.12'	59.19'	55.63'
Chord Bearing	N65°10'19"E	N68°23'31"E	N45°53'31"E



PROJECT DATA (LOT 1):
PROJECT AREA: 18.38 ac.
EXISTING ZONING: UE (URBAN ESTATES)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)
EXISTING USE: VACANT
2030 FUTURE LAND USE: COMMERCIAL
EXISTING USE: VACANT
TOTAL PROPOSED BUILDING AREA: 107,000 sq.ft.
PROPOSED USES: RETAIL AND RESTAURANT
MAXIMUM PROPOSED IMPERVIOUS AREA: 80%
PROPOSED ISR: 0.80

PARKING REQUIREMENTS
RESTAURANT USES
MAXIMUM RESTAURANT PATRON SPACE: 9,650 sq.ft. (60%)
PARKING REQUIRED: 9,650/50 = 193 PARKING SPACES
NUMBER OF RESTAURANT EMPLOYEES: 32
PARKING REQUIRED: 32/4 = 8 PARKING SPACES
RETAIL USES
REMAINING RETAIL SPACE: 90,917 sq.ft.
REQUIRED PARKING: 90,917/200 = 455 PARKING SPACES
TOTAL REQUIRED PARKING: 193+8+455 = 656 PARKING SPACES
TOTAL PROVIDED PARKING: 656 PARKING SPACES
TOTAL REQUIRED HANDI-CAP PARKING: 14 PARKING SPACES (2.0%)
TOTAL PROVIDED HANDI-CAP PARKING: 37 PARKING SPACES (5.6%)

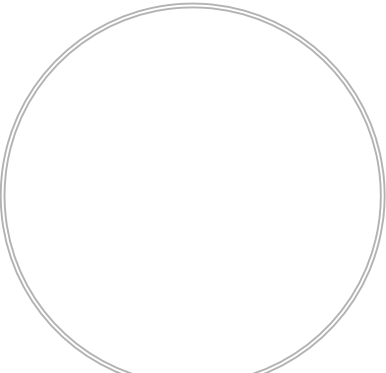
CITY OF CLERMONT CODE WAIVERS:
1. REQUIRED NUMBER OF DUMPSTER PADS - SECTION 114-6 (a)(2) REQUIRES ONE DUMPSTER PAD WITH AN APPROVED ENCLOSURE PER 7,500 SQ.FT. OF RETAIL SPACE. THE CODE REQUIRED NUMBER OF DUMPSTER PADS IS 15. THE PROPOSED NUMBER OF DUMPSTER PADS IS 7.
2. REQUIRED NUMBER OF LOADING ZONES - SECTION 98-8 (d) REQUIRES ONE LOADING BERTH PER 10,000 SQ.FT. OF RETAIL FLOOR AREA. THE CODE REQUIRED NUMBER OF LOADING BERTHS IS 11. THE PROPOSED NUMBER OF LOADING BERTHS IS 6.
3. MAXIMUM NUMBER OF CONTINUOUS PARKING SPACES - SECTION 118-38(b)(2) STATES THAT A MAXIMUM OF TEN CONTINUOUS PARKING SPACES ARE PERMITTED WITHOUT A LANDSCAPE BREAK. THE PROPOSED MAXIMUM NUMBER OF CONTINUOUS PARKING SPACES WITHOUT A LANDSCAPE BREAK IS 11.
4. MAXIMUM GRADE CHANGE - SECTION 94-195(d)(4) STATES THAT ELEVATION CHANGES IN TOPOGRAPHY SHALL BE LIMITED TO 15 FEET. PORTIONS OF THE EXISTING F.D.O.T. POND HAVE BEEN CUT APPROXIMATELY 30 FEET, THEREFORE, THE PROPOSED MAXIMUM ELEVATION CHANGE IN TOPOGRAPHY IS 30 FEET WHERE THE EXISTING F.D.O.T. POND IS LOCATED. THIS AREA IS TO BE FILLED AS NECESSARY TO DIVERT STORMWATER TO THE PROPOSED NEW STORMWATER POND.
5. INTERIOR LANDSCAPE BUFFERS - SECTION 118-37 (a)(1) STATES THAT A MINIMUM TEN FOOT WIDE LANDSCAPE BUFFER SHALL BE PROVIDED BETWEEN ABUTTING PROPERTY BOUNDARIES. ANY PARCEL WHICH MAY BE SPLIT IN THE FUTURE WILL NOT REQUIRE AN INTERIOR LANDSCAPE BUFFER BETWEEN THE ABUTTING PROPERTY BOUNDARIES.
6. MAXIMUM FLOOR SPACE - SECTION 122-223 STATES THAT ANY BUSINESS ESTABLISHMENT OR STRUCTURE PROPOSING TO OCCUPY MORE THAN 20,000 SQ.FT. OF FLOOR SPACE SHALL REQUIRE CONDITIONAL USE PERMIT. THE PROPOSED MAXIMUM BUILDING FLOOR SPACE IS 42,000 SQ.FT.

GENERAL NOTES (LOT 1):
1. SIDEWALKS NOT SHOWN. SIDEWALKS WILL BE PROVIDED PER CITY OF CLERMONT AND ADA CODE REQUIREMENTS.
2. BICYCLE RACKS NOT SHOWN. THE CITY OF CLERMONT CODE REQUIRES THE NUMBER OF BICYCLE RACKS TO BE 2% OF THE NUMBER OF REQUIRED PARKING SPACES. THE CODE REQUIRED NUMBER OF PARKING SPACES IS 656. THE CODE REQUIRED NUMBER OF BICYCLE RACKS IS 14. THE PROPOSED NUMBER OF BICYCLE RACKS IS 14.
3. THE PROJECT SITE, AS DEPICTED HEREON, CONSISTS OF TWO SEPARATE PARCELS. THE MAIN PARCEL IS OWNED BY THE APPLICANT AND HAS ALTERNATE KEY #3868851. THE SECOND PARCEL IS OWNED BY THE STATE OF FLORIDA AND HAS ALTERNATE KEY #3868854.

LOT 1 DESCRIPTION:
THAT PORTION OF THE EAST 222.00 FEET OF THE SE 1/4 OF NW 1/4 TOGETHER WITH A PORTION OF THE SW 1/4 OF NE 1/4, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

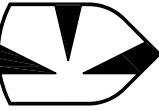
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN S 00°30'12" W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING; THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1308.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; THENCE RUN S 00°25'59" W, ALONG SAID EAST LINE, A DISTANCE OF 390.93 FEET TO A POINT ON SAID EAST LINE; THENCE RUN S 89°06'29" E, A DISTANCE OF 402.59 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 77.33 FEET, A CENTRAL ANGLE OF 49°39'22", AN ARC LENGTH OF 69.42 FEET, A CHORD LENGTH OF 67.12 FEET, AND A CHORD BEARING OF N 65°10'19" E; THENCE RUN N 39°27'07" E, A DISTANCE OF 119.38 FEET; THENCE RUN S 89°06'29" E, A DISTANCE OF 233.50 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 77.33 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 60.74 FEET, A CHORD LENGTH OF 59.19 FEET, AND A CHORD BEARING OF N 68°23'31" E; THENCE RUN N 45°53'31" E, A DISTANCE OF 101.69 FEET; THENCE RUN S 89°06'29" E, A DISTANCE OF 464.73 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 39.33 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.78 FEET, A CHORD LENGTH OF 55.63, AND A CHORD BEARING OF N 45°53'31" E; THENCE RUN N 00°53'31" E, A DISTANCE OF 39.39 FEET; THENCE RUN S 89°06'29" E, A DISTANCE OF 126.85 FEET, TO A POINT, 222.00 FEET, WESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, THENCE RUN N 00°30'12" E, ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 886.68 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S 89°06'29" E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING OF LOT 1.

CONTAINING 18.38 ACRES, MORE OR LESS.



THOMAS L. KNIGHT
#47614

THOMAS L. KNIGHT, P.E.
PROFESSIONAL ASSOCIATION
Planning, Design, Permitting, Inspection
865 Tildenville School Rd., Winter Garden, FL 34787
Phone: (352) 394-8514
E-mail: tknight@tknighteng.com
Certificate of Authorization No. 00029972



THE SHOPS AT WATERBROOKE
SECTION 27, TOWNSHIP 22S, RANGE 26E, LAKE COUNTY, FLORIDA
APPLICANT: UP FIELDGATE US INVESTMENTS - CLERMONT HILLS LLC
ADDRESS: 3201 E. COLONIAL DRIVE, ORLANDO, FLORIDA 32803

DATE:
12/31/2016
DRAWN BY:
TLK
APPROVED BY:
TLK
SCALE:
1" = 200'
REVISIONS:

TLK PROJECT NO.
T1701

PLOT
PLAN

SHEET # 1

This is a preliminary plan for review only.



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

719 S. Woodland Blvd.
Deland, FL 32720

**JIM BOXOLD
SECRETARY**

January 11, 2017

RE: Relocation of Pond
State Road No.: 50
County: Lake

To whom it may concern:

The Florida Department of Transportation has received a request to consent to the rezoning land classification of the Department's property Parcel 2722260001-000-032000 intersection of SR 50 and Emil Jahna Rd in Lake County. While the Department does not have the legal authority to consent to such rezoning requests, this letter is to advise you that we have no objection to this rezoning and will take no action to prohibit or otherwise block your attempt to rezone this property.

We are currently entertaining a request from a private company, UP Fieldgate US Investments – Clermont Hills, LLC, wherein the DOT will convey the existing DOT Pond as described on the attached Exhibit "A". The new pond will be on the adjacent parcel and shared as a joint use pond with the DOT upon approval and completion of construction and certification.

Todd Moynihan
Property Management Administrator
Florida Department of Transportation – District 5
(386) 943-5082
todd.moynihan@dot.state.fl.us



Cecelia Bonifay

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904
Tel: 407.423.4000
Fax: 407.843.6610

Dir: 407.419.8540
Dir Fax: 407.254.4230
cecelia.bonifay@akerman.com

February 14, 2017

VIA EMAIL

Darren Gray, City Manager
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

Re: Ordinance No. 2017-21 Introduction/The Shops at WaterBrooke Rezoning

Dear Darren:

I am writing on behalf of Mattamy Orlando LLC ("Mattamy") in regard to the rezoning application of UP Fieldgate US Investments – Clermont Hills, LLC ("UP"). The UP rezoning is on first reading on the City Council agenda for today, February 14, 2017.

As you and the Council are aware, Mattamy has spent a great deal of time and money in the acquisition of the old Jahna mine site accessed from SR 50 via Emil Jahna Road and the planning of its new development WaterBrooke. As part of the development approvals, Mattamy has worked on the design and widening of Emil Jahna Road, the design of the extension of Hartle Road and the design and construction of utilities to serve the Mattamy site, which includes the design and construction of capital lines for water and sewer. Mattamy also dedicated right of way on its site for the future construction of Hooks Street, as required by the City.

Mattamy has been dealing in good faith with the predecessor in interest of the property now owned by UP as well as with the UP representatives. Given the interrelated nature of the two properties, Mattamy felt that total cooperation would be the best method for the developers of both properties to realize their objectives.

However, we now find that UP has taken occasion to renegotiate the terms of the agreement between the parties. Specifically, the items on which UP is withholding its approval are the expanded ROW for Emil Jahna Road as required by the City, the agreement as to the placement of utilities, the easement for signage, as well as the handling of the stormwater for both the Mattamy site and the UP site on the Mattamy property. Mattamy has already accounted

akerman.com

for the future stormwater capacity for UP's property, which is reflected in the approved ERP. This has greatly benefitted the UP property through the removal of any stormwater ponds on its site and the increase in developable acreage.

We do not want to debate these issues in front of the City Council through opposition to the UP rezoning, however, we find that we have no other position. We did not oppose the project before the P&Z Commission, as we were advised by the representatives of UP, that they would provide us with an agreement and negotiate in good faith. To date, we have not received the agreement or any other document on which we could move forward.

We, therefore, request that this item not be moved forward to a second and final hearing until the parties have worked through the issues recited above and can evidence to the City an agreement which documents how these items will be handled and by whom. An alternative solution would be to add some specific conditions to their approval, which would allow Mattamy to begin development in the WaterBrooke community.

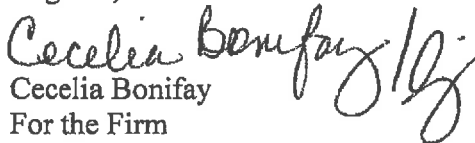
Summary:

i) UP commits to providing all needed Utility Easements and Right of Way needed to support Mattamy's plans as submitted. This needs to be done in writing, a recorded instrument which satisfies the single remaining Utility Comment on our plans; and

ii) UP will work with Mattamy to equitably cost share the shared improvements.

Your time and assistance is appreciated as always.

Regards,


Cecelia Bonifay
For the Firm

CB/lj

cc (via e-mail):

Mayor Gail L. Ash
Mayor Pro Tem Diane Travis
Council Member Ray Goodgame
Council Member Keith Mullins
Council Member Timothy Bates
Dan Mantzaris, Esq. – City Attorney
Barbara B. Hollerand – Development Services Director
John E. Kruse, AICP – Senior Planner

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

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recommends approval of the request for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 zoning district with the conditions contained in Resolution 2017-05.

Attorney Jimmy Crawford stated that he is representing Tommy's of Clermont.

Commissioner Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

12. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development

APPLICANT: The Shoppes at WaterBrooke/Paul "J.J." Johnson, Jr.

Senior Planner Kruse presented the staff report as follows:

The applicant, UP Fieldgate US Investments – Clermont Hills, LLC, is requesting a rezoning for the subject property that consists of 18.38 acres. The property is south of SR 50 at the intersection of Emil Jahna Road and SR 50. The property has over 1,500 lineal feet of frontage on SR 50. The subject property consists of the existing FDOT stormwater pond and a portion of the applicant's property. If the zoning is approved, the applicant will relocate the existing stormwater pond to the rear of the property. FDOT is aware of the applicant's proposal and has not objected. The applicant is requesting the northern portion of their site along with FDOT's parcel to be rezoned to Planned Unit Development (PUD) for a commercial shopping center consisting of retail and restaurant uses. The proposed uses would be limited to the uses permitted under the C-2 General Commercial zoning.

The applicant is proposing a total building area of 107,000 square feet for the project. The submitted plot plan, as prepared by Thomas L. Knight, P.E. dated 12/31/2016, has several buildings that are greater than 20,000 square feet. The plan has a 42,000 sf building (Retail B), 35,000 sf building (Retail A), 25,000 sf building (Retail C-1/C-2), and a 5,000 sf building (Retail D). Not included in this total is the development that may occur on the 2.58 +/- acre future parcel indicated on the plot plan. The required number of parking spaces have been indicated on plan.

The applicant has identified six waivers to the land development code in order to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 11

from 15 to 7, (2) a reduction in the required number of loading zones from 11 to 6, (3) increase in the maximum number of parking spaces without a landscape break from 10 to 11, (4) maximum grade change from 15 feet to 30 feet, primary due to the filling of the existing FDOT pond and relocation, (5) elimination of the 10 foot interior landscaping buffer between abutting property boundaries, and (6) allowing buildings to occupy more than 20,000 square feet of floor space, up to a maximum building floor space of 42,000 square feet.

Staff understands that the very nature of the PUD zoning allows waivers to the LDC for flexible development purposes. Staff has reviewed the waivers and agrees that a majority of the waivers presented have been granted in the past with previous developments. However, staff believes landscaping between the interior property boundaries should be done, such as sharing a buffer between properties or a clustering of the landscaping within the lot.

Staff has reviewed the applicant's request for a rezoning from Urban Estate to PUD zoning. The future land use is Commercial and the applicant's proposal reflects uses appropriate in this future land use. Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2017-21 for a PUD.

JJ Johnson representing UP Development stated that he was present to answer any questions.

Commissioner Thayer stated that the landscape needs to be included rather than eliminated.

Commissioner Whitehead stated that she does not agree with all the waivers included in the planned unit development.

Commissioner Whitehead moved to recommend approval of the rezoning with removing the landscape waiver; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

There being no further business, the meeting was adjourned at 8:27 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist



CITY OF CLERMONT
REZONING
APPLICATION

DATE: January 3, 2017

FEE: ~~\$350.00~~
\$542

PROJECT NAME (if applicable): The Shops at Waterbrooke

APPLICANT: UP Fieldgate US Investments - Clermont Hills, LLC

CONTACT PERSON: Paul "J.J." Johnson, Jr.

Address: 3670 Maguire Blvd, Ste 250

City: Orlando State: Florida Zip: 32803

Phone: (407) 622-6751 Fax: (866) 440-1211

E-Mail: jj.johnson@sloaneandjohnson.com

OWNER: UP Fieldgate US Investments - Clermont Hills, LLC

Address: 3660 Maguire Blvd, Ste 102

City: Orlando State: Florida Zip: 32803

Phone: (407) 896-1132 Fax: _____

Address of Subject Property: State Road 50, Clermont, Florida

Legal Description (include copy of survey): Refer to Plot Plan

Acreage: 18.38 Land Use: Commercial
(City verification required)

Present Zoning: UE Proposed Zoning: PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?

Commercial shopping center

Paul "J.J." Johnson, Jr.

Applicant Name (print)

X

[Signature]
Applicant Name (signature)

Scott D. Fish, Manager

Owner Name (print)

X

[Signature] **Richard Lee Brewster**
as attorney in fact
Owner Name (signature)

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

STATEMENT OF JUSTIFICATION FOR REZONING

UP FIELDGATE US INVESTMENTS – CLERMONT HILLS, LLC
SR 50 and Emil Jahna Rd/S Greater Hills Blvd, Clermont, Florida

I. INTRODUCTION

UP Fieldgate US Investments – Clermont Hills, LLC, a Florida limited liability company (the “Applicant”), is proposing to develop a site located at the intersection of State Road 50 and Emil Jahna Road/South Greater Hills Boulevard in the City of Clermont, Florida (the “Property”), for commercial/retail use with three to four large primary or anchor retail buildings and one to two smaller outlots and which may include, but will not be limited to, a smaller retailer, a convenience store, a gas station, a restaurant and a bank with drive through. The Altkeys of the parcels for which the rezoning is sought are 3868851 (belonging to the Applicant) and 3868854 (belonging to the State of Florida and to be acquired by Applicant). The Property is currently zoned UE (Urban Estate Low Density Residential District), and the Applicant respectfully requests to rezone the Property as PUD (Planned Unit Development). Applicant has formally requested the Florida Department of Transportation (“FDOT”) provide a “Letter of No Objection” to this application and to be delivered as soon as possible. With the following Statement of Justification, we submit the rezoning request is consistent with the City of Clermont Code of Ordinances, Land Development Code and is compatible with the surrounding development patterns.

About the Developer

Applicant, through its affiliated company, UP Development Company, LLC, a Florida limited liability company, is a premier retail developer focused predominately in the Southeastern United States. With over 20 years of experience. Applicant has positioned itself as a go-to shop for developers, financiers, and owners with troubled assets that require creative and unique workout solutions.

Applicant has successfully designed, permitted, and developed retail centers anchored by national retailers including but not limited to Whole Foods, Wal-mart, Home Depot, Lowe's, Target, Meijer, Kroger, Publix, Belk's, Toys-R-Us/Babies-R-Us, and Dick's Sporting Goods, among others. Within Lake County, Applicant built the Dick's Sporting Goods at 1325 Sandy Grove Avenue in Clermont, and that property is owned by UP Fieldgate US Investments - Clermont, LLC, a Florida limited liability company that is also under common control by Applicant.

II. Justification for Rezoning

The purpose of the rezoning is to develop the Property into an attractive commercial project that will serve the surrounding residents as well as the broader community. This part of the SR 50 corridor is ideally suited for such a project, as it has good automobile and transit access, and it is located near several residential developments (and planned residential developments) to be served by the Property's occupants as well as small commercial developments in the area. The Property's legacy of agricultural use is evident in the current zoning which only permits single-family estate dwellings and horticulture, which is no longer suitable in comparison to the residential and commercial uses nearby. Given the surrounding uses, it is unrealistic to expect the Property to redevelop as low density residential. The general area is

appropriate for PUD zoning, given the surrounding uses, as it would be entirely consistent with the overall local development pattern and within the criteria contained in Sections 122-313 and 122-315, Article IV – Planned Unit Developments, Chapter 122 – Zoning, Code of Ordinances.

Sec. 122-313 – General requirements.

- (1) *Minimum area.* **The Property is greater than one acre.**
- (2) *Unified control.* **The Applicant owns a majority of the Property, and has formally begun the process of obtaining ownership of the remaining land from the FDOT.**
- (3) *Development Approval.* **The Applicant is concurrently seeking a Conditional Use Permit for the proposed use of the Property.**

Sec. 122-315 – Review criteria.

- (1) *Location.*
 - a. *Relation to major transportation facilities.* **The Property fronts State Road 50, minimizing creation of traffic along local and collector streets outside the Property.**
 - b. *Relation to public utilities, facilities, and services.* **The Property will include a unified stormwater system, including the relocation of an existing FDOT pond and creation of a Joint Use Pond that will served the needs of the FDOT and the Property and to be maintained by Applicant. All other necessary utilities, facilities and services are readily available or shall be provided by Applicant such that the net costs for such services should not be greater than the current zoning.**
 - c. *Physical character of site and relation to surrounding property.* **The proposed development of the site is suitable to the physical character of the site and the surrounding properties, in Applicant's opinion.**
- (2) *Uses, density, open space, living area per family and other regulations.* **The planned uses of the Property are encompassed by permitted uses in existing zoning districts.**

III. CONCLUSION

Based on the foregoing analysis, the Applicant believes that the proposed request is justified and is consistent with the City of Clermont Land Development Code. Applicant respectfully requests that the Planning & Zoning Commission recommend approval to the City Council to rezone the Property from UE to PUD.

Exhibit "A"
(Legal Description)

THAT PORTION OF THE EAST 222.00 FEET OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°30'12" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE SOUTH RIGHT WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 554.31 FEET TO THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3153, PAGE 2149 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°53'31" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 89°06'29" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 591, PAGE 1222 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 549.99 FEET TO THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 591, PAGE 1222; THENCE RUN NORTH 00°53'31" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 203.70 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; THENCE RUN SOUTH 00°25'59" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 88°58'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 88°58'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 00°30'12" EAST, ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-21

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Southwest corner of Highway 50 and Emil Jahna Road
Alternate Key 3868854 and a portion of 3868851

LEGAL DESCRIPTION

That portion of the East 222.00 feet of the Southeast 1/4 of Northwest 1/4 together with a portion of the Southwest 1/4 of Northeast 1/4, all lying in Section 27, Township 22 South, Range 26 East, Lake County Florida, being more particularly described as follows: Commencing at the North 1/4 corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida, run South 00°30'12" West, along the West line of the Northeast 1/4 of said Section 27, a distance of 1363.52 feet to a point on the South right of way line of State Road 50, per F.D.O.T. right of way Map Section 11070-2505, this being the Point of Beginning; thence run South 89°06'29" East, along said South right of way line, a distance of 554.31 feet to the Westerly line of that parcel as described in Official Record Book 3153, Page 2149 of the Public Records of Lake County, Florida; thence run South 00°53'31" West, along said Westerly line, a distance of 325.00 feet; thence run South 89°06'29" East, along the Southerly line of said parcel and the parcel described in Official Record Book 591, Page 1222 of the Public Records of Lake County, Florida, a distance of 549.99 feet to the Easterly line of said parcel described in Official Record Book 591, Page 1222; thence run North 00°53'31" East, along said Easterly line, a distance of 325.00 feet; thence run South 89°06'29" East, along said South right of way line a distance of 203.70 feet to a point on the East line of the Southwest 1/4 of the Northeast 1/4 of Section 27; thence run South 00°25'59" West, along said East line, a distance of 1293.07 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 88°58'56" West, along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 1309.61 feet to the Southwest corner of said Southwest 1/4 of the Northeast 1/4; thence run North 88°58'56" West, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 27, a distance of 222.01 feet to a point, 222.00 feet, Westerly of, when measured perpendicular to the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 00°30'12" East, along a line parallel with the west line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; a distance of 1289.70 feet to a point on the aforesaid South right of way line; thence run South 89°06'29" East, along said South right of way line, a distance of 222.00 feet to the Point of Beginning.

Containing 18.38 +/- Acres

From: Urban Estate
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and February 14, 2017



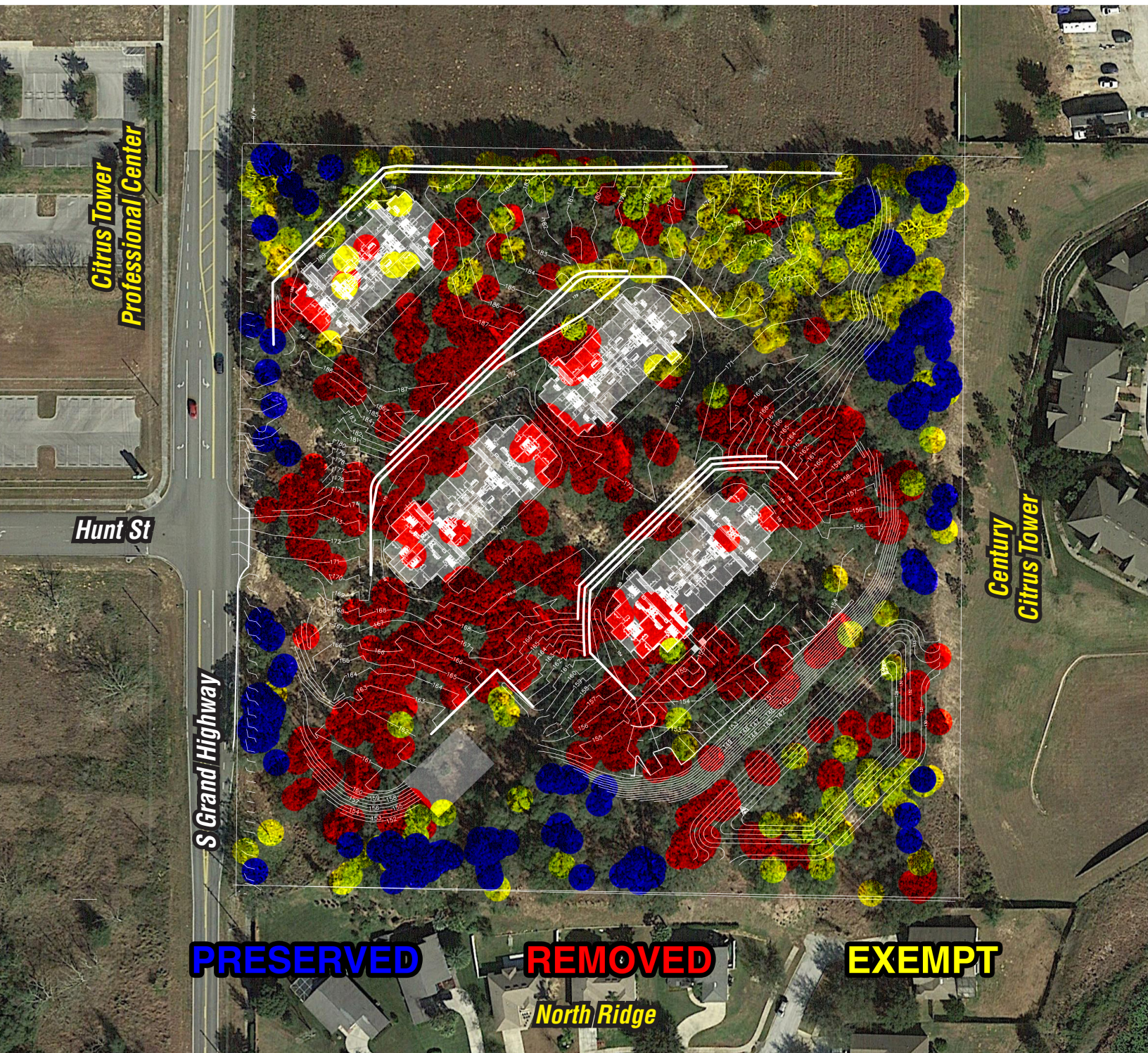
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

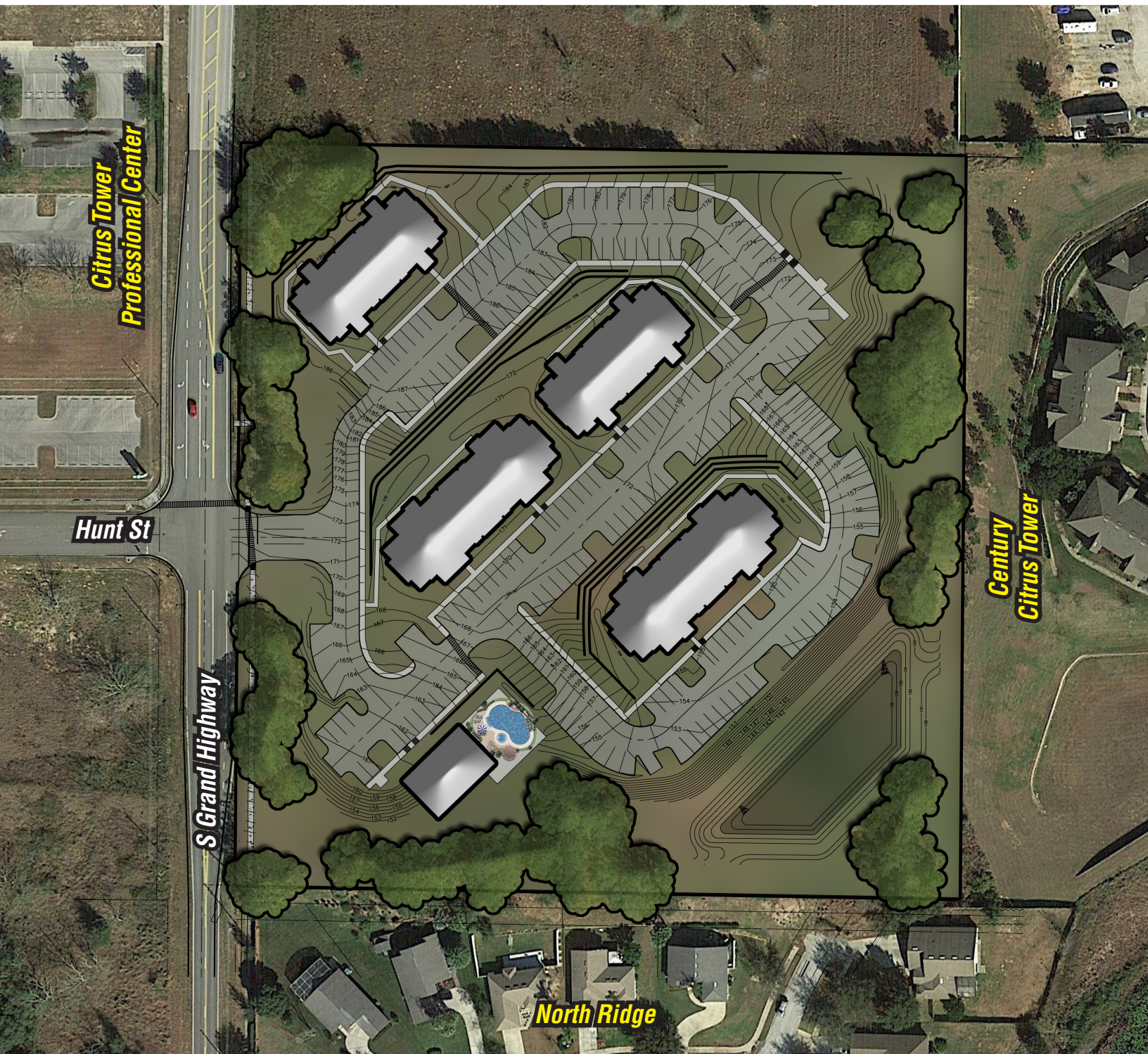
Meeting Date		
Tuesday, February 28, 2017		
Agenda Item Name		
Variance Request <i>Woodwinds</i>		
Requested Action		
Recommend denial of the variance requests.		
Staff Report		
The applicant is requesting two variances to Section 118-113 of the land development code (LDC) to reduce the required payment for replacement trees and to allow for 3-inch caliper replacement trees instead of the required 6-inch caliper trees. The applicant is proposing a multi-family development on a heavily wooded parcel located on Grand Highway, north of North Ridge Boulevard. When designing the project, much effort has been placed on preserving as many of the existing trees on site, but the majority of the trees will be required to be removed. When using the applicant-requested 3-inch caliper tree replacement requirement (instead of the code-required 6-inch caliper tree requirement), the total mitigation for the site equates to 1,542 3-inch caliper trees. When calculating the replacement trees that are not able to be replanted on site, the total comes to 1,217 3-inch caliper trees, estimated to cost \$324,827. The applicant is seeking relief from this requirement, and is proposing to pay 10 percent of the total, or \$32,482.70. Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variances.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit	WOODWINDS tree replacement exhibits.pdf	
2. Application	VAR application.pdf	
3. 86-174 Review Criteria	Woodwinds Apt Variance Sec 86-174 Review Criteria.docx	
4. Legal ad	VAR Legal AD Woodwinds Tree.docx	

Tree Preservation Plan



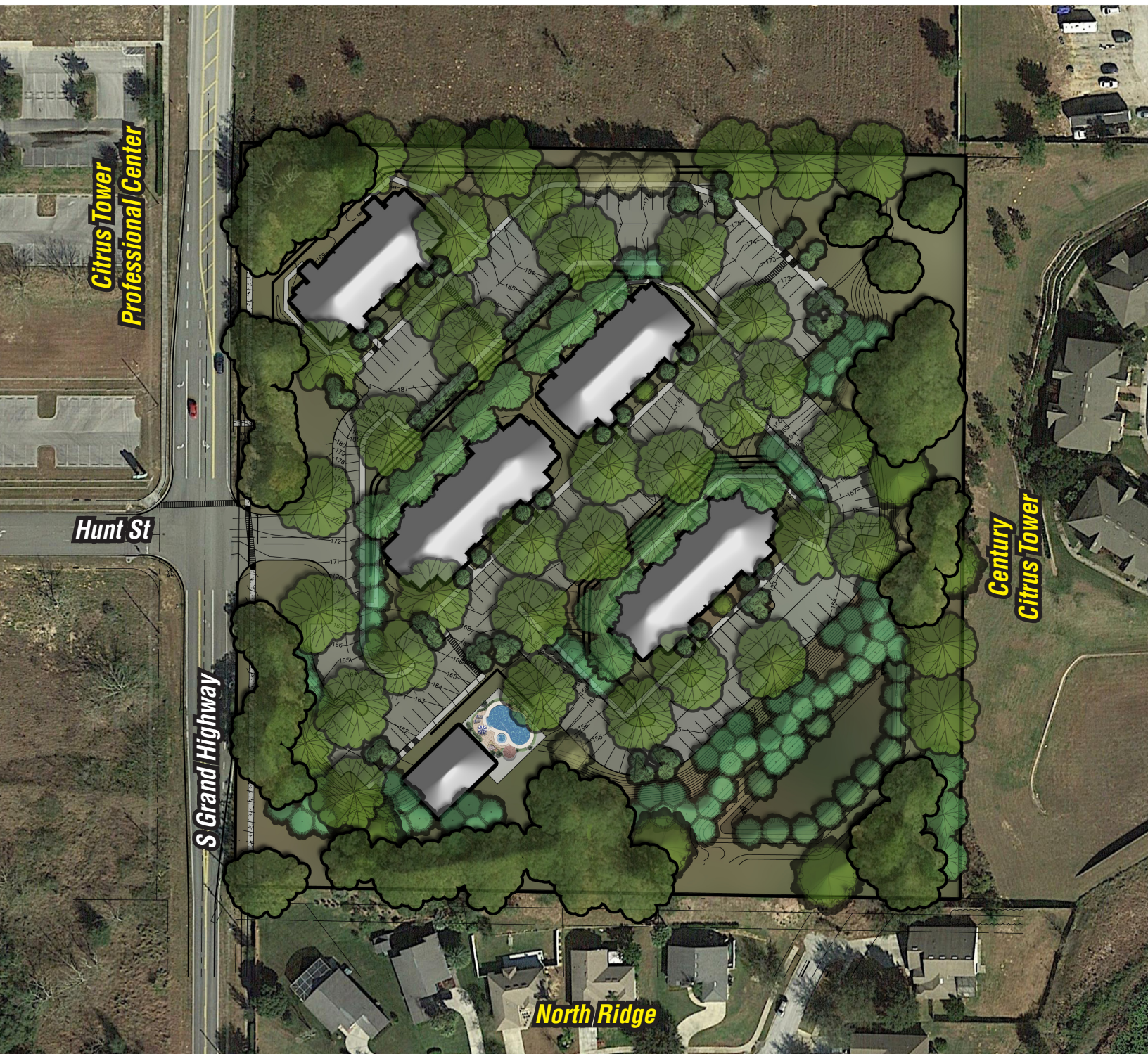
Woodwinds Apartments
Clermont, Florida

Proposed Site Plan



Woodwinds Apartments
Clermont, Florida

Tree Replacement Plan



Woodwinds Apartments
Clermont, Florida



CITY OF CLERMONT
VARIANCE
Application

DATE: 1-12-17

FEE: \$ 600

PROJECT NAME (if applicable): Woodwinds Apartments

APPLICANT: Jimmy D. Crawford

CONTACT PERSON: " " "

Address: 1201 West Hwy 50

City: Clermont State: FL Zip: 34711

Phone: (352) 394-7408 Fax: (352) 394-7298

E-Mail: jimmy.crawford@mngellaw.com

OWNER: New Beginnings of Central Florida, Inc

Address: PO Box 121129

City: Clermont State: Florida Zip: 34711

Phone: (352) 394-7408 Fax: (352) 394-7298

Address of Subject Property: N/A

General Location: East Side of Grand Hwy; across from
Hunt St. intersection

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

Land Use (City verification required): High Density Residential



Zoning (City verification required): _____

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:

- § 118-113(d)(2) - replace with 3" trees instead of 6"
- § 118-113(d)(6) - cost of replacement trees.

What are you proposing to do that would require a variance and why? We are requesting
a reduction in the replacement tree cost fee due to
the City.

How does the Code create a hardship? This parcel is excessively treed with
small scrub oak (not protected scrub oak habitat) and other
non-desirable, but protected trees. The fee required for removal
leaving all trees as practical, would be over \$500,000 making the project
unfeasible.

**** The following justifications must be completed ****

for any variance requested:

Variance requested – subject and code section: 118-113(d)(2) tree removal
and replacement standards § 118-113(d)(6)

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;

See attached aerial photo - The tract is heavily wooded, unlike
almost every other tract in R-3 zoning district.

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

The wooded condition existed prior to the current
owner purchasing the 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;

Other properties are able to develop their land without paying the City a fee of over \$50,000 per acre.

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

See Attached Statement in Support.

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

The owner and their engineers and architects have reduced the tree removal to the minimum required, increasing buffers and leaving existing trees onsite. See Attached Site Plan.

(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;

As noted above, no other existing R-3 site is as heavily treed, and every R-3 owner has the opportunity to request a variance.

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

Property values will be protected by the required landscape buffers and existing trees remaining on site.



**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.

This variance will allow a valuable public/private partnership to continue, consistent with Clermont code and plan. Further, the trees replaced will be healthier and of ecological benefit to the City.

Jimmy D. Crawford
Applicant Name (print)

X [Signature]
Applicant Name (signature)

NEW BEGINNINGS OF
Owner Name (print) CENTRAL FLORIDA, INC.
by Steve Smith, President

X [Signature]
Owner Name (signature)

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

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

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

**STATEMENT IN SUPPORT
RESPONSE REGARDING VARIANCE CRITERIA NO. 4
TREE REMOVAL REPLACEMENT COST
NEW BEGINNINGS/WOODWINDS**

New Beginnings of Central Florida, Inc., has been a leading community service non-profit corporation in South Lake County since 2003, whose Mission Statement is to:

... transform and restore the lives of families who have lost their job and their home ... by providing comprehensive and structured programs including transitional housing, permanent affordable housing, professional counseling, case management, life skills, job training and placement...

In that effort, New Beginnings has partnered with Blue Sky Communities, an experienced builder of affordable workforce housing communities in Florida, in the planned construction of Woodwinds, a workforce housing apartment community. The City Council of Clermont approved the Woodwinds project on December 9, 2014, in Conditional Use Permit No. 2014-21.

During the approval and development project the community as well as state and local governments have come together to provide support and assistance, financial and otherwise, for the project. Recognizing the important public benefit of Woodwinds by providing affordable quality housing for Clermont and South Lake County's working citizens, the State of Florida has committed \$19,100,000 to assist the Woodwinds project. Lake County has also assisted in providing \$37,500 in matching assistance.

Woodwinds is planned for a 10-acre property on Grand Highway, an ideal location due to its proximity to New Beginnings existing service centers. However, the site is heavily wooded, with **1,079 trees** that the City labels as "protected", which therefore require replacement under Chapter 118 of the City Code.

In order to reduce costs and to satisfy the spirit and intent of the City Code, Woodwinds has taken every conceivable step to minimize the tree removal and to plant additional trees onsite, over and above what is required by the City Code.

We believe a variance is justified for two main reasons; (1) the non-profit public/private partnership aspect and the undeniable public benefit of Woodwinds; and (2) the Woodwinds site is much more heavily treed than any similar site in R-3 zoning. Due to these two very unique aspects, granting a variance would have no precedential value with other properties in the City – there simply isn't another site like this site nor another public benefit project like Woodwinds.

Therefore, we are requesting a variance to the cost repayment provisions of Chapter 118, and asking the City to recognize this unique project and its benefits to the City and the surrounding community. We request to make a payment of \$37,846 to the City Tree Fund in lieu of the full amount required under Section 118-113(d)(6).

1/16/2017

Calculation of # of Trees to be replaced	<18"	>=18"	Total
Existing Preferred Trees	1,047 trees	32 trees	
Existing Preferred Tree Inches	7,841 inches	639 inches	
Dead/Diseased/Dying Preferred Trees	4 trees	3 trees	
Dead/Diseased/Dying Preferred Tree Inches	38 inches	54 inches	
Total Existing Preferred Trees	1,043 trees	29 trees	
Total Existing Preferred Tree Inches	7,803 inches	610 inches	
25% Thinning credit	(1,951) inches	(153) inches	
Effective Existing Preferred Tree Inches	5,852 inches	458 inches	
LESS Preserved onsite	1,605 inches	79 inches	
EQUALS To be Removed	4,247 inches	379 inches	4,626 inches
Replacement Trees Required (all 3")			1,542 trees

Replacement Detail			
To be planted Onsite			325
To be planted Offsite			1,217
60% Live Oak	730		
Price \$365 ea.		\$	266,450
40% Wax Myrtle	487		
Price \$230 ea.		\$	112,010
Total Offsite Cost		\$	378,460

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation

A QUALITY PLANT, INC.

Filing Information

Document Number P05000135303
FE/EIN Number 20-3561707
Date Filed 10/03/2005
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 11/26/2012

Principal Address

901 4TH AVENUE SW
RUSKIN, FL 33570

Mailing Address

901 4TH AVENUE SW
RUSKIN, FL 33570

Registered Agent Name & Address

WALL, MARK M
101 EAST KENNEDY BOULEVARD
SUITE 3700
TAMPA, FL 33602

Officer/Director Detail**Name & Address****Title P**

PITTMAN, ROBERT
901 4TH AVENUE SW
RUSKIN, FL 33570

Title S

PITTMAN, ROBERT
901 4TH AVENUE SW
RUSKIN, FL 33570

Annual Reports

Report Year	Filed Date
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ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 38-2.002, F.A.C.
1911 S.W. 34th St., P.O. Box 147100, Gainesville, FL 32614-2100 (352) 395-4700

B706711

ISSUED TO:

A QUALITY PLANT
PUTNAM, ROB
1998 19TH AVE NE
ROSKIN, FL 33570-7932

THIS CERTIFICATE EXPIRES: 05/20/2017

FEE PAID: \$110.40

REGISTRATION NO.: 47236096

DATE ISSUED: 07/15/2016

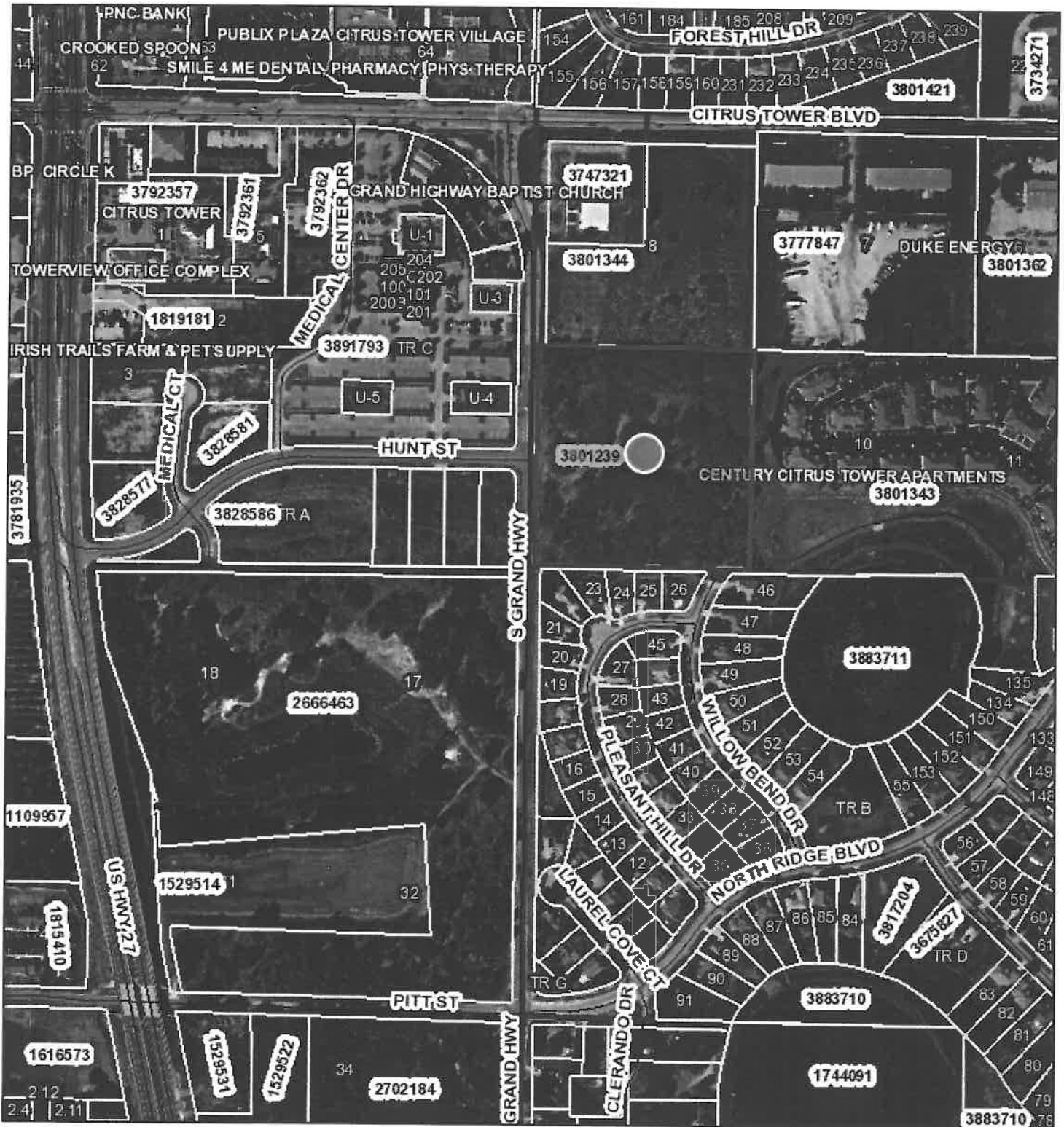
THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED OF in the immediate possession of any person engaged in the sale or distribution of nursery stock.

FDACS-08002 Revised 05/05

ADAM H. PUTNAM
Commissioner of Agriculture

Woodwinds/New Beginnings



January 25, 2017

pointLayer

Override 1

polygonLayer

Override 1

County Boundary

Street Names

Local Streets

Subdivision Lot Numbers

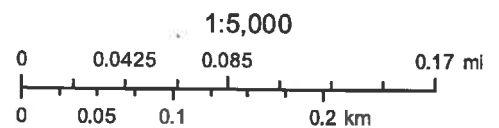
Property Name

Tax Parcels Alternate Key

Tax Parcels

Surrounding Counties

Annexations



PROPERTY RECORD CARD

General Information

Owner Name:	NEW BEGINNINGS OF CENTRAL FLORIDA INC	Alternate Key:	3801239
Mailing Address:	PO BOX 121129 CLERMONT, FL 34712- 1129 Update Mailing Address	Parcel Number:	09-22-26- 080500900000
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	CLERMONT FL 34711 Update Property Location	Property Name:	Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, LAKE HIGHLANDS 20-22-26 TRACT 9 PB 3 PG 30 ORB 4567 PG 1789		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT INSTITUTIONAL (7000)	0	0		10	AC	\$0.00	\$700,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

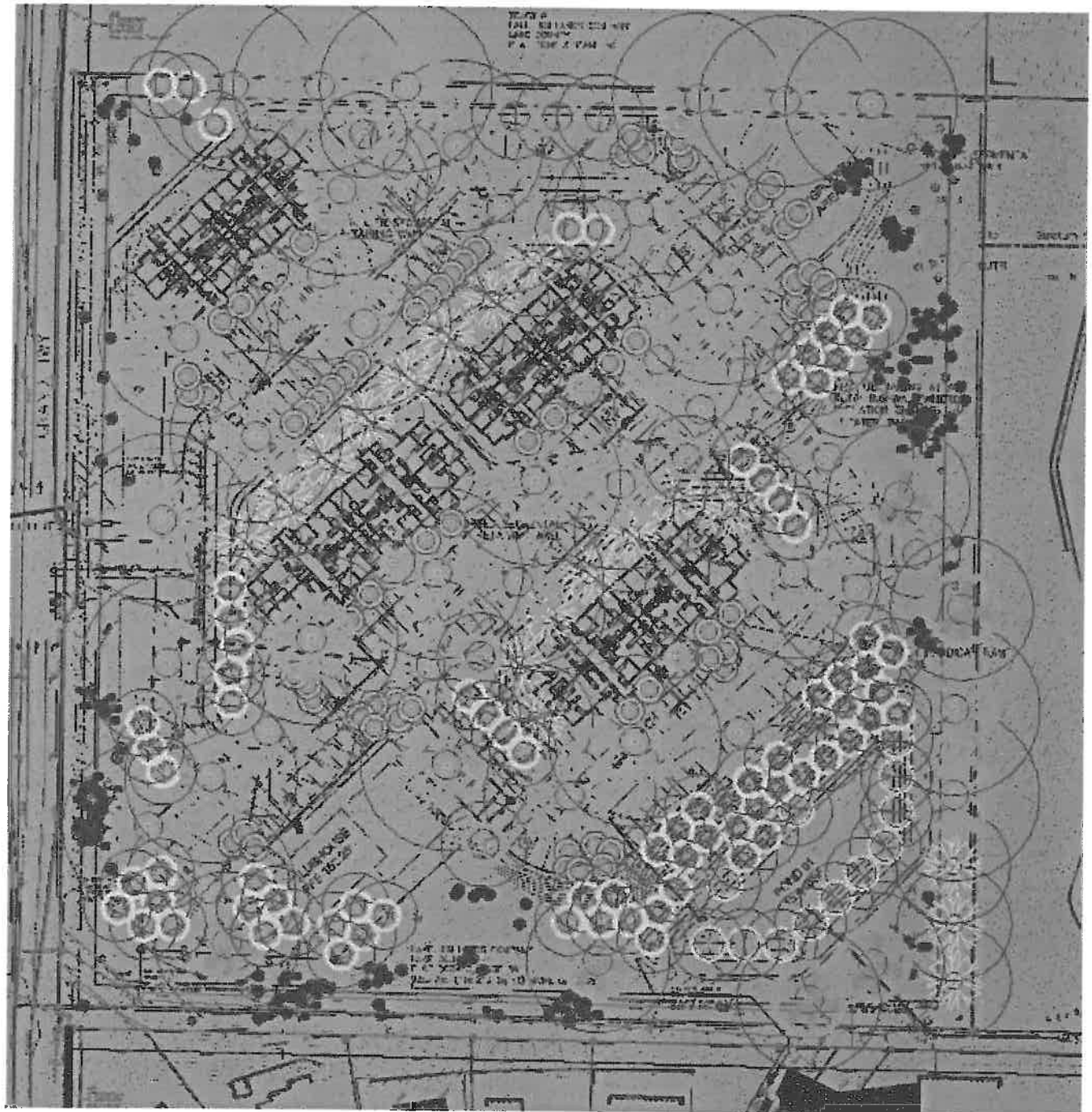
Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4567 / 1789	12/23/2014	Warranty Deed	Unqualified	Vacant	\$864,000.00
2767 / 2041	1/19/2005	Warranty Deed	Unqualified	Vacant	\$0.00
1780 / 1768	12/24/1999	Warranty Deed	Qualified	Vacant	\$80,000.00
959 / 320	3/1/1988	Warranty Deed	Qualified	Vacant	\$93,000.00

[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
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LAKE COUNTY BCC GENERAL



Woodwinds Tree Variance

Exhibit – Sec. 86-174 Review Criteria and Findings

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *The tract is heavily wooded unlike almost every other tract in the R-3 zoning district.*

Staff comments: *Staff agrees that special conditions or circumstances are demonstrated in the development of this parcel. There are very few tracts that remain heavily wooded such as this one.*

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *The wooded condition existed prior to the current owner purchasing the property.*

Staff comments: *Staff agrees that the current owner or applicant did not create this condition.*

Positive 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: *Other properties are able to develop their land without paying the city a fee of over 50,000 per acre.*

Staff comments: *Per code requirement, replacement trees are required. Other parcels have paid into the tree fund without variance requests.*

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: *See attachment in support.*

Staff comments: *The variance is solely based on a reduced development cost.*

Negative 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: The owner and their engineers and architects have reduced the tree removal to the minimum required, increasing buffers and leaving existing trees on site.

Staff comments: Staff feels the remaining trees plus the replacement trees added to the site will 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: As noted above, no other existing R-3 site is as heavily treed, and every R-3 owner has the opportunity to request a variance.

Staff comments: Variances for reduced mitigation have not been approved in the recent past.

Negative 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: Property values will be protected by the required landscape buffers and existing trees remaining on site.

Staff comments: The site will be planted per code and will not diminish property value.

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: This variance will allow a valuable public/private partnership to continue consistent with Clermont code and plan. Further, the trees replaced will be healthier and of ecological benefit to the city.

Staff comments: The staff feels that the proposed project will be in harmony with the general intent and purpose of the land development code. Site characteristics make the site challenging to develop.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight that do not meet these findings. Therefore, staff recommends denial of the three variance requests by the applicant to the Clermont Land Development Code.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the request for the following variances: (1) to allow for 3 inch caliper replacement trees instead of 6 inch caliper replacement trees, (2) to allow for a reduced fee in lieu of replacement for tree removal, as required by the Land Development Code, Section 118-113 at the following location:

LOCATION:

Woodwinds Apartments
East side of Grand Highway, across from Hunt Street intersection
Alt. Key 3801239

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, February 28, 2017 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, MMC
City Clerk

Daily Commercial
February 21, 2017