



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 13, 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

VFW 2017 Public Service Award

Fiscal Year 2017 Quarterly Budget Update

Economic Development Update

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 - Change Order

Change order in the budgeted amount of \$72,219.92 for the existing Lower Floridan well project to be able to auger in the surface casing instead of vibrating in.

Item No. 2 - Proposal Award

Consider approval of Request for Proposals award to McDirmit Davis & Company, LLC. for auditing services. The contract amount is budgeted.

Item No. 3 - Contract Award

Consider request to piggyback the City of Tamarac contract with Office Depot, Inc. to purchase office supplies in the estimated annual budget amount of \$130,000.

Item No. 4 - Contract Award

Consider request to piggyback the City of St. Petersburg contract with Otto Environmental Systems, LLC to provide refuse container, compactors and related products in the estimated budgeted amount of \$82,000.

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Item No. 5 - Event Request and Open Container Allowance

Consider approval for the South Lake Chamber to have an open container area for their annual Taste of South Lake event at Waterfront Park on November 2, 2017.

Item No. 6 - Resolution No. 2017-26

Consider approval of resolution allowing the City to conduct bingo games at the Arts and Recreation Center.

Item No. 7 - Resolution No. 2017-27

Consider approval of resolution amending the fee schedule to include additional Parks and Recreation Department fees.

UNFINISHED BUSINESS

Item No. 8 - Ordinance No. 2017-24 *Final The Vue*

Consider request to amend the Planned Unit Development zoning by eliminating the apartments use for property located south of Highway 50, north of Hooks Street and west of Miss Florida Avenue.

NEW BUSINESS

Item No. 9 - Resolution No. 2017-28

Consider Resolution authorizing the issuance of not to exceed \$30,000,000 Master Plan Capital Projects Revenue Note, Series 2017 to Pinnacle Public Finance, Inc.

Item No. 10 - Letters of Interest for former Police Station

Present information on the letters of interest submitted to the city for the future reuse of the former police station.

Item No. 11 - Letters of Interest for 922 Minneola Ave.

The city sought letters of interest from qualified entities to leverage activation of the master plan site. Three submissions were received by the closing date of May 8, 2017.

Item No. 12 - Waterfront site plan presentation

Preliminary site plan presentation for property within the waterfront area. No action required.

**CITY OF CLERMONT
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Item No. 13 - Ordinance No. 2017-25 *Introduction
Comprehensive Plan Amendment*

Request for an administrative small-scale comprehensive plan amendment to change the future land use of 1.1 acres along Lake Minneola from Parks to Downtown Mixed Use.

ADJOURN

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

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Change Order		
Requested Action		
Recommend to approve the change order for the existing Lower Floridan well project to be able to auger in the surface casing instead of vibrating in. This method has proven to be more effective then the vibration method and will be less disruptive to the adjacent neighbors.		
Staff Report		
Environmental Services is requesting approval for this change order to hire in a third party crew to auger in the surface casing instead of vibrating it in. This method has proven to be more effective then the vibration method and will be less disruptive to the adjacent neighbors.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount of \$72,219.92 to the Lower Floridan well project is included in the approved FY 16/17 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$72,219.92	41533-66307-33112 - Cap Out Lower FL Aquifer	\$1,122,749.22
Exhibits Attached (copies of original agreements)		
1. Change Order 4 Change Order 4.pdf		

CHANGE ORDER FORM

Purchase Order Number: _____ Bid Number: RFB 16-027
 Change Order Number: 4 Change Order Date: 4/27/17
 Project Name: Sunburst WTP LFA Wells Department: _____
 Job Location: Clermont, Florida

VENDOR INFORMATION:

Company Name: A.C. Schultes of Florida, Inc.
 Address: 11865 Highway 41 South City, St., Zip: Gibsonton, FL 33534
 Contact Name: Greg Schultes Telephone: 813-741-3010

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Installation of 60-inch casing to 20 feet BLS; installation of 54-inch casing to estimated depth of up to 80 feet BLS; drilling of 52.5-inch bore hole to approximately 180 feet BLS, at total estimated cost of \$72,219.92. Total lump sum cost includes successful installation and grouting of 62-inch casing and 54-inch casings, and successful preparation of bore hole to total depth for installation of 48-inch casing. Installation of 48-inch casing not included in this change order and will be billed at installed line item cost provided in original bid form (schedule of values).

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE	\$ 2,098,060.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over 15% of contract price, not to exceed \$49,999 OR if funds are not available in the approved budget for the Department.</i>	\$ 72,219.92
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	% 3.4%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 75,352.69
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$ 147,572.61
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>15% Maximum</i>	% 7.0%
G.	NEW CONTRACT VALUE (A+E)	\$ 2,245,632.61

This Change Order is not valid without the following signatures:

CONTRACTOR _____ Date _____ PROJECT ARCHITECT / ENGINEER _____ Date _____
 DEPARTMENT DIRECTOR _____ Date _____ PURCHASING DIRECTOR / CITY MANAGER _____ Date _____

Change Orders over 15%, not to exceed \$49,999 of the original contract OR not budgeted, require the following signatures:

CITY OF CLERMONT	ATTEST:
_____	_____
Gail L. Ash, Mayor	Tracy Ackroyd, City Clerk
_____ Date _____	_____ Date _____



A.C. Schultes of Florida, Inc.
11865 US Hwy 41 S.
Gibsonton, FL. 33534
Phone: 813-741-3010
Fax: 813-741-3170

LFTPW-2 Additional Scope of Work

The proposal for the added costs resulting from the additional scope of work required to complete LFTPW-2 is attached. Two additional surface casings, 62" and 54", shall be installed in an effort to support the safe installation of the 48" casing to the Engineer and Owner's desired depth. A subcontractor shall be used to auger drill the boreholes for the two additional surface casings with assistance from A.C. Schultes ("ACS"). A 52.5" borehole shall be constructed by an ACS drill rig in an attempt to reach competent soil to land the 48" casing and cement in place.

A brief outline of the additional scope of work is as follows:

1. Acquire the material needed to perform the work and prepare for the work.
2. Auger a 66" hole to approximately 20' below ground surface, install 62" casing and cement in place.
3. Auger inside the 62" casing to approximately 60' - 80' below ground surface, install 54" casing, and cement in place.
4. Set up the drill rig to complete a 52.5" borehole to approximately 180' via direct mud rotary, install 48" casing, and cement in place.

L.N.	Description	Quantity	Unit	Unit Price	Total
LFTPW-2 - Additional Work					
1	48" x 0.375 API 5L B casing (line item 28 in SOV)	180	LF	\$ -	\$ -
2	Pilot hole drilling (line item 34 in SOV)	180	LF	\$ -	\$ -
3	52.5" Bit (Rental)	1	LS	\$ 8,500.00	\$ 8,500.00
4	52" stabilizer steel to construct	1	LS	\$ 986.99	\$ 986.99
5	Labor and equipment to handle & remove cuttings (augered holes)	1	Day	\$ 2,000.00	\$ 2,000.00
6	Labor and equipment to install 62" casing and cement in place	1	Day	\$ 2,500.00	\$ 2,500.00
7	Labor and equipment to install 54" casing and cement in place	2	Day	\$ 2,500.00	\$ 5,000.00
8	Cement Grout, Installed 62 / 54 / 48 (use line item 32 in SOV)	31	CY	\$ -	\$ -
9	Labor to make up / install bit 52.5" assembly	1	Day	\$ 2,000.00	\$ 2,000.00
10	Labor to remove 52.5" bit assembly / break it down	1	Day	\$ 2,000.00	\$ 2,000.00
11	Labor to Drill 52.5" hole from approx. 80' to 180'	3	Day	\$ 2,500.00	\$ 7,500.00
12	Quikgel for drilling 52.5" hole	192	Bags	\$ 10.38	\$ 1,992.96
13	Welding Rods for 54" casing	50	Lbs	\$ 3.75	\$ 187.50
14	Steel for lifting lugs & header on 54" casing	1	LS	\$ 1,269.54	\$ 1,269.54
15	Fuel	500	Gal	\$ 2.39	\$ 1,195.00
16	Hotel	14	Nights	\$ 93.95	\$ 1,315.30
			Subtotal		\$ 36,447.29
			Overhead	10.0%	\$ 3,644.73
			Total		\$ 40,092.02
Subcontractors					
1	R.W. Harris - Auger drill for 62" and 54" casings	1	LS	\$ 22,000.00	\$ 22,000.00
2	Crane - Install/remove the 54" bit assembly	8	HRS	\$ 378.00	\$ 3,024.00
3	Crane - Install 54" casing	8	HRS	\$ 378.00	\$ 3,024.00
4	Crane - Install 48" casing	0	HRS	\$ 378.00	\$ -
5	Certified Welders (54" casing install / stabilizer prep / cement header)	30	HRS	\$ 85.00	\$ 2,550.00
			Subtotal		\$ 30,598.00
			Overhead	5%	\$ 1,529.90
			Subcontractor Total		\$ 32,127.90
			TOTAL LUMP SUM COST		\$ 72,219.92
			TOTAL ESTIMATED DAYS		30



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AGENDA ITEM

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Meeting Date	
Tuesday, June 13, 2017	
Agenda Item Name	
Proposal Award	
Requested Action	
Recommend to approve contract between the City of Clermont and McDirmit Davis & Company, LLC. to provide auditing services.	
Staff Report	
The evaluation committee recommends approval of the above action. The Purchasing Department issued a Request for Proposal (RFP) number 17-031 on March 9, 2017 to obtain the services of a qualified firm to provide auditing services of the City of Clermont financial statements. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFP. The reduction in cost did not affect the level of service. An evaluation committee composed of six (6) members (five (5) voting members and one non-voting member) reviewed, scored and ranked the proposals. McDirmit Davis & Company, LLC. received the highest score and was the top ranked firm selected for their qualifications, knowledge and experience of auditing services. The Purchasing Director entered into negotiations with the top ranked firm, McDirmit Davis & Company, LLC., which resulted in a \$2,000 reduction in price for each fiscal audited year. This resulted in a \$10,000 savings during the initial five (5) year term of the agreement and an additional \$6,000 savings with optional three one-year renewal periods. The contract provides for an all inclusive price of \$40,000 per year, if no single audit services are required, for fiscal years 2017 - 2021. In the event, that single audit services are required during the those fiscal years, the all inclusive price will be \$44,000 per year. The auditing services work involves the auditing of the City's financial statements for fiscal year ending September 30, 2017, 2018, 2019, 2020 and 2021. The Purchasing Director may renew the agreement for an additional three (3) 1-year terms at the option and best interest of the City, with a possible audit ending date of 2024. The award recommendation is being made to the most qualified respondent McDirmit Davis & Company, LLC.	
Additional Analysis	

Fiscal Impact Summary		
The contract amount 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 17-031 Evaluation Summary	RFP 17-031 Evaluation Summary.pdf	
2. Negotiated Price Schedule	Negotiated Price Schedule.pdf	



City of Clermont Evaluation Summary

RFP No. 17-031 PROJECT TITLE: Auditing Services

Meeting Location and Time:

May 11, 2017 at 3:00 PM 2nd Floor Conference Room

Evaluation Committee Members:

Diane Travis	Council Member Seat 5
Jim Purvis	Appointed Resident
Joe Van Zile	Finance Director
Lacy Smith Castillo	Finance Manager
James Kinzler	Projects Director
Freddy Suarez	Purchasing Director (non-voting member)

	Points Received	Points Received	Points Received	Points Received	Points Received	Total Points	Ranking
Rehmann Robson	85	64	88	82	69	388	2
Baylis & Company	68	69	74	89	76	376	4
McDermitt Davis	87	90	92	90	77	436	1
Wardlow & Cash	56	64	80	80	74	354	5
EFPR Group	73	62	78	95	71	379	3

Notes:

The evaluation committee chose to rank the responses based on the scores. The committee chose to not have an informal meeting with the respondents and to negotiate a contract with the number one ranked respondent.

SECTION – J
PRICE SCHEDULE

TOTAL ALL-INCLUSIVE PRICE FOR EACH AUDIT FISCAL YEAR

Fiscal Year	Total All-Inclusive Price Without Single Audit
2017	\$40,000
2018	\$40,000
2019	\$40,000
2020	\$40,000
2021	\$40,000
2022	\$42,000
2023	\$42,000
2024	\$42,000

Fiscal Year	Total All-Inclusive Price With Single Audit
2017	\$44,000
2018	\$44,000
2019	\$44,000
2020	\$44,000
2021	\$44,000
2022	\$46,000
2023	\$46,000
2024	\$46,000

SECTION – J
PRICE SCHEDULE

QUOTED HOURLY RATES

The hourly rates indicated below will be used as billing rates for additional services.

Title	Hourly Rates
Partner (if any)	\$280
Manager	\$160
Supervisory Staff / Senior Auditor	\$120
Staff / Clerical	\$100
Other (specify): IT Staff	\$100

END OF SECTION J



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Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number 13-23R from the City of Tamarac with Office Depot, Inc. to purchase office supplies.		
Staff Report		
The Purchasing Department recommends approval of the above action. The Purchasing Department sought a contract from the City of Tamarac to lower the City's office supplies expenses. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1705-001 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends Council approve to piggyback the City of Tamarac contract. The City of Tamarac contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Varies per department approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Proposal Evaluation Worksheet	Proposal Evaluation Worksheet.pdf	
2. Agreement Highlights	City of Tamarac Agreement Highlights.pdf	
3. RFI	RFI 1705-001.pdf	

September 11, 2013

OFFICE SUPPLIES
Committee Evaluation Totals

RFP 13-23R

Proposer's Name:	Office Depot	OfficeMax	Staples Advantage
No Conflict of Interest			
Adhered to the Instructions			
Cost (Price)	\$251,919.17	\$275,658.32	\$292,305.48
	\$328,739.71		
RANKING			
Purchasing Agent,	1	3	2
Purchasing & Contracts,	2	3	1
Procurement Manager,	1	3	2
Purchasing Administrator,	1	3	2
TOTAL POINTS			
	5	12	7
TOTAL RANKING			
	1	3	2

Note: 1 = First (or Highest) Rating; 2 = 2nd Ranking; 3 = 3rd Ranking

Lowest Number of Points is the Most Advantageous Response

City of Tamarac Highlights

- Contract 13-23R
- Nationally piggy-backable, beginning April 18, 2017
- Contract good through October 18, 2019
- Pricing Structure
 - Over 20,000 items in contract assortment, plus full web assortment
 - Aggressive category discounts from manufacturer list price
 - Quarterly third-party audits
- More Cost Saving Solutions
 - **Print and copy services**
 - Save on professional full-service printing, binding and finishing through our print and copy services.
 - **Furniture**
 - We'll take care of your large multi-floor furniture projects, space planning or reconfigurations, project management and installation. Choose from a wide selection of quality furniture to fit your institution and budget.
 - **Technology**
 - From devices to infrastructure, we have what's needed to support a high-tech campus.
- Exceptional upfront pricing for all agencies eliminates the need for rebates
- Quarterly 3rd party Audits
- **Providing green choices to meet your institution's sustainability initiatives**
 - Vast selection of environmentally preferable products within the contract
 - Green spend reporting
 - Green leadership and consulting
 - Environmentally conscious deliver

Product Category	OEM List Less %	Private Brand List Less %
Breakroom & Cleaning Supplies	48%	65%
Folders, Binders & Accessories	71%	71%
Office Consumables (Art, Education & Envelopes)	66%	73%
Office Equipment	39%	43%
IT Peripherals	39%	50%
Paper - Other	69%	75%
Paper - White, Recycled & Virgin	85%	78%
Toner - OEM	50%	65%
Toner - Reman	65%	68%



REQUEST FOR INFORMATION

Intent to Utilize City of Tamarac Contract to Purchase Office Supplies

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1705-001	ISSUED DATE: May 17, 2017
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>May 25, 2017 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Purchasing

(b) Company Information: Office Depot

(c) Contract Number and Title: 13-23R / Office Supplies.

(d) Length of Contract: Contract ends October 17, 2019.

(e) Product or Service Provided: Office supplies to all City Departments.

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback of contract number 5580 from the City of St. Petersburg with Otto Environmental, LLC to provide refuse container, compactors and related products.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the City of St. Petersburg to provide refuse container, compactors and related products. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1705-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of St. Petersburg contract. The City of St. Petersburg contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Annual estimated cost of \$82,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1705-002 RFI 1705-002.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the City of St. Petersburg Contract for Refuse Container, Compactors and Related Products

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1705-002	ISSUED DATE: May 19, 2017
NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>May 31, 2017 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>		

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Otto Environmental Systems, LLC

(c) Contract Number and Title: RFQ No. 5580 titled Refuse Container, Compactors and Related Products

(d) Length of Contract: Contract expires January 31, 2018 with one (1) two-year renewal.

(e) Product or Service Provided: To provide refuse container, compactors and related products.

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Event Request and Open Container Allowance		
Requested Action		
Recommend to approve the South Lake Chamber to have open container for their annual Taste of South Lake event at Waterfront Park on November 2, 2017.		
Staff Report		
The South Lake Chamber is requesting permission to serve beer and wine at their annual "Taste of South Lake" event on Thursday, November 2nd from 5:00 PM - 8:30 PM at Waterfront Park. Beef 'O Brady's dba Mckenn Group Co. will be their licensed caterer for the event. The organization has agreed to comply with all recommendations and staffing requirements for the event. Please see attached map.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2017 Taste of South Lake 2017 Taste of South Lake Council Packet.pdf		



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 6/1/17
Name of Event Taste of South Lake and Business Expo
Date(s) of Event 11/2/2017 Estimated Attendance: 1200
Event Start Time: 5 p.m. Event End Time: 8:30 p.m.
Before Event Setup Time: 8 a.m. on 11/2 After Event Cleanup Time: 9:30 p.m. on 11/2
Name of Organization/Applicant South Lake Chamber of Commerce
tent setup 11/1 - p.m.
tent clean-up Fri, 11/3 a.m.

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # _____

Event Contact Chelsea Swart Email chelsea.s@southlakechamber-fl.com

Day Phone 352-394-4191 Cell Phone 352-989-0002

Address 620 W. Montrose St City Clermont State FL Zip 34711

Secondary Contact David Colby Phone # 352-394-4191

Briefly Describe Event: Expo style event that includes restaurant vendors
handing out samples of their specialty or signature dishes,
plus vendors/business booths providing information about their
business. Attended by local/non-local residents of all ages.

Location of Event on City Property: ☐ A ☒ B ☐ C ☐ D ☒ Map 1 ☐ Map 2

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 80' x 150' + 80' x 150'

**Tents larger than 900 sq ft will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: Power for lights + vendor booths

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No

Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Speakers and live Band/DJ

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Taste of South Lake and Business Expo

DATE OF EVENT: 11/2/2017

EVENT CONTACT: Chelsea Swart

REFUND MAILING ADDRESS: 620 W. Monrovia Street

Street Address

Clermont FL 34711

City ST Zip

CELL PHONE: 352-989-0002

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date

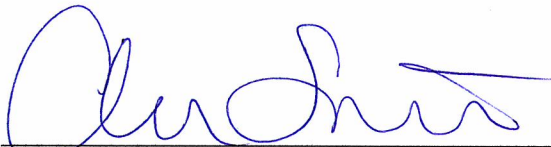
	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$70	\$110	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	\$150
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		\$400
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$100	\$190	Per Hour (2 Hour Minimum)	
Daily Fee	\$1000	\$1900		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	2 hr min, per staff	
Police Officer	\$30	\$30	4 hr min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
7% Sales Tax				
GRAND TOTAL				

PAID 1-9-17

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Director of Marketing

Title

Chelsea Swart

Printed Name

6/1/2017

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Police Department

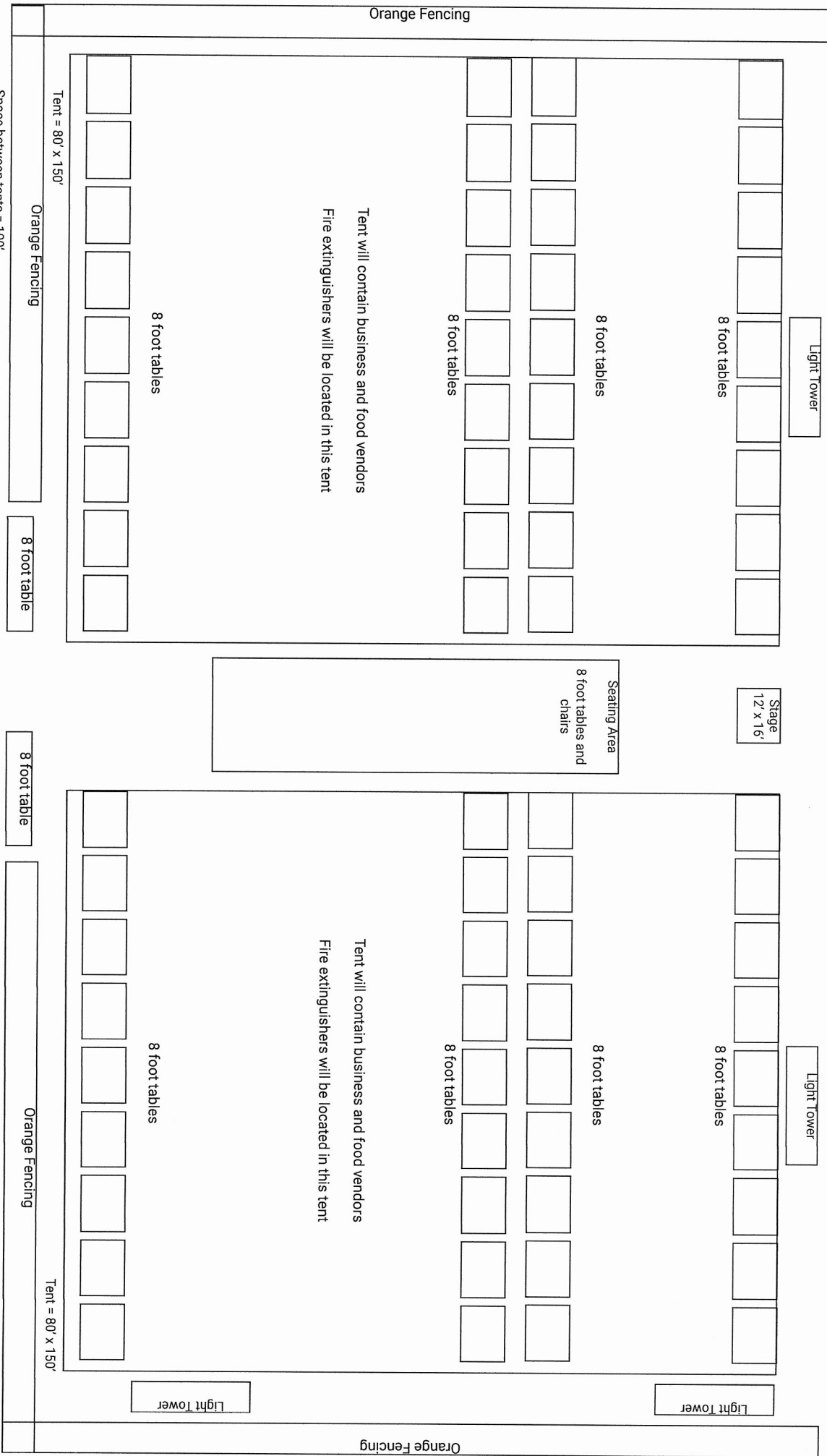
b) Development Services Dept

c) Public Works Department

d) Fire Department

e) Parks & Recreation Department

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.





CITY OF CLERMONT Alcohol Request Form

Today's Date 5/23/2017
Name of Event Taste of South Lake
Date(s) of Event November 2, 2017 Location Waterfront Park
Event Start Time: 5 pm Event End Time: 8:30 pm
Name of Organization/Applicant Southlake Chamber of Commerce
Email chelseas@southlakechamber-fl.com
Day Phone 352-394-4191 Cell Phone 352-989-0002
Address 620 W Montrose St City Clermont ST FL Zip 34711
Briefly Describe Event Business expo style with multiple vendors providing food samples to attendees. Live entertainment and prizes.
What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☐ Other
What is your beverage containment area? Map 1 - Area B
Outside event, attach diagram _____
Inside event, list rooms: _____
Who is your licensed beverage caterer*? Beef o Brady's (License on File at City)
*A copy of the caterer's license and insurance must be submitted with your request form
I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.
[Signature] 6/1/17
Applicant Signature Date

(Insurance will be issued 10 days prior to the event)

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:

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

SIGNATURE

TITLE

DATE

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV4503055

ISSUED: 09/26/2016

CATERER
MCKENN GROUP LLC
BEEF O BRADY OF CLERMONT
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch. 565 FS.
Expiration date : SEP 30, 2017

L1609260001910

The Following Items Must be Noted on Your Site Plan

Maximum Size of 8 1/2" X 11" including the following information:

☒	N/A	
☒	☐	Location of food vendor area(s)
☒	☐	Canopy/Tent Locations w/ sizes
☐	☒ N/A	Fuel storage/dispensing areas
☐	☒ N/A	Emergency Access Route for EMS & Fire
☐	☒ N/A	Location of vendor booths & games
☐	☒ N/A	Residential trailers for crews (carnivals)
☒	☐	Location of fire extinguishers and other safety equipment
☒	☐	Location of fire extinguishers & other required life safety equipment
☒	☐	Description of sound amplification facilities or equipment to be utilized
☐	☒ N/A	Location and description of Attention Getting Devices (Balloons, etc)
☒	☐	Location of generators
☐	☒ N/A	Location of temporary power drop
☐	☒ N/A	Rides with descriptions
☒	☐	Identify any fences/gates around event
☒	☐	Stage locations
☒	☐	Table, chair, and equipment layout
☐	☒ N/A	Traffic routing, road closures, separation of parking area from event
☐	☒ N/A	City facilities or equipment to be utilized
☐	☒ N/A	Location and description of banners or signage (not permitted in ROW)
☐	☒ N/A	Location of portable restrooms

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Applicant will be able to come to either the Parks and Recreation Department or City Hall to sign approved permit.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for council approval

DOCUMENTS TO BE INCLUDED WITH SIGNED/COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator.

- ☒ 1. Completed Application
- ☒ 2. Application Fee and Deposit
- ☒ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
will provide closer to the event
- ☒ 5. Alcohol Permit - (if applicable)
- ☐ N/A 6. Sign Requirements - (if applicable)
- ☐ N/A 7. Road Closure locations - (if applicable)
- ☐ N/A 8. Race Course Map - (if applicable) which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Resolution No. 2017-26		
Requested Action		
Recommend approval of resolution allowing the City to conduct bingo games at the Arts and Recreation Center.		
Staff Report		
This resolution will permit the City of Clermont to conduct bingo games at the Arts and Recreation Center as part of the Champions For A Lifetime senior program in accordance with Section 849.0931, Florida Statutes and all other applicable laws and regulations.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2017-26	Bingo Resolution No. 2017-26.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2017-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE USE OF CERTAIN CITY PROPERTY FOR THE CONDUCTING OF BINGO GAMES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 849.0931, Florida Statutes, authorizes under specified conditions bingo games; and

WHEREAS, Section 849.0931(11)(d), Florida Statutes, provides that bingo games can only be conducted on City-owned property with an express grant of authority by adopted resolution of the City Council.

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

SECTION 1.

The City Council authorizes the use of the facilities stated in Section 2 below for the conduct of bingo games, provided that the games, sponsors and participants act in accordance with Section 849.0931, Florida Statutes and all other applicable laws and regulations. Further the games, sponsors and participants shall be subject to and comply with all established rules, regulations and policies for the use of City facilities.

SECTION 2.

City facilities authorized for the conduct of bingo:

Clermont Arts and Recreation Center
3700 S. Hwy 27
Clermont, FL 34711

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-26

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 13th day of June, 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



AGENDA ITEM

Meeting Date														
Tuesday, June 13, 2017														
Agenda Item Name														
Resolution No. 2017-27														
Requested Action														
Recommend approval of resolution amending the fee schedule to include additional Parks and Recreation Department fees.														
Staff Report														
The Clermont Performing Arts Center is available for rental for ticketed performances outside of the City's performance season. Staff is requesting to add new fees that provide for a reduced rate during the off season. Staff is requesting to add the following new fees: Main Stage Rental Rates Off season <table> <tr> <td>Ticketed Performance Rental - One (1) day</td> <td>\$3,000.00</td> </tr> <tr> <td>Main Stage Second Show per day</td> <td>\$1,000.00</td> </tr> <tr> <td>Additional Day Main Stage Rental</td> <td>\$1,500.00</td> </tr> </table> Black Box Theatre Rental Rates Off season <table> <tr> <td>Ticketed Performance Rental – One (1) day</td> <td>\$1,000.00</td> </tr> <tr> <td>Black Box Second Show per day</td> <td>\$250.00</td> </tr> <tr> <td>Additional Day Black Box Rental</td> <td>\$500.00</td> </tr> </table>			Ticketed Performance Rental - One (1) day	\$3,000.00	Main Stage Second Show per day	\$1,000.00	Additional Day Main Stage Rental	\$1,500.00	Ticketed Performance Rental – One (1) day	\$1,000.00	Black Box Second Show per day	\$250.00	Additional Day Black Box Rental	\$500.00
Ticketed Performance Rental - One (1) day	\$3,000.00													
Main Stage Second Show per day	\$1,000.00													
Additional Day Main Stage Rental	\$1,500.00													
Ticketed Performance Rental – One (1) day	\$1,000.00													
Black Box Second Show per day	\$250.00													
Additional Day Black Box Rental	\$500.00													
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table> <tr> <td>1. Resolution 2017-27</td> <td>Fee Schedule Admendment.doc</td> </tr> <tr> <td>2. Schedule A</td> <td>Fee Schedule Update Schedule A.docx</td> </tr> </table>			1. Resolution 2017-27	Fee Schedule Admendment.doc	2. Schedule A	Fee Schedule Update Schedule A.docx								
1. Resolution 2017-27	Fee Schedule Admendment.doc													
2. Schedule A	Fee Schedule Update Schedule A.docx													

CITY OF CLERMONT
RESOLUTION NO. 2017-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR PLANNING AND ZONING, BUILDING SERVICES, FIRE REVIEW AND INSPECTION SERVICES, PARKS AND RECREATION, POLICE AND CITY CLERK USER FEES; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police and city clerk; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 86.112, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

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

SECTION 1.

The City Council does hereby amend the City of Clermont Fee Schedule for parks and recreation use, as set forth in Schedule A, attached hereto and incorporated herein. The schedule in its entirety shall be kept in the office of the City Clerk and shall be available for public review as reasonably appropriate.

SECTION 2.

All fees as set forth in Schedule A are subject to Federal, State and local sales taxes as applicable.

SECTION 3.

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

SECTION 4.

A copy of this Resolution shall be kept on file in the City Clerk's office and made available to the public upon request.

SECTION 5.

This resolution shall take effect immediately upon adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-27

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 13th day of June, 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

Section 1 - Planning & Zoning Fees

Public Hearing Applications *(Actual cost of required advertising is additional and billed separately)*

1. Conditional Use Permit	\$845.00
2. Rezoning	\$542.00
3. Variance (Multiple variances for one property charged at a single fee)	Existing SF residential \$300.00 All others \$600.00
4. Right of Way Closing	\$1,000.00
5. Annexation	\$155.00
6. Comprehensive Plan Amendment - map amendment (small-scale)	\$755.00
7. Comprehensive Plan Amendment - text and/or map amendment for 10+ acres (large-scale)	\$2,325.00

Site Plan Review

8. Commercial	\$1,300.00
9. Multifamily	\$1,300.00
10. Subdivisions	\$1,515.00
11. Commercial - Resubmittal	50% of Commercial Rate
12. Multifamily - Resubmittal	50% of Multifamily Rate
13. Subdivisions - Resubmittal	50% of Subdivisions Rate
14. Site grading, clearance, or stormwater management plan review in absence of commencement of formal approved development construction.	\$620.00

Subdivision Plat Review

15. Final Plat	\$250 + \$8/lot
16. Re-plat	\$300 + \$8/lot
17. Resubmission	\$50 + \$8/lot; max of \$775.00
18. Plat Coordination	\$205.00

Development Permit (Zoning Clearance)

19. All Commercial (New Construction)	\$100.00
20. All Residential/Existing Commercial/Miscellaneous	\$45.00
21. Tree Removal Permit	\$25.00; If After-the-Fact \$155.00

Section 1 - Planning & Zoning Fees**Miscellaneous**

22. Document Request (comprehensive plan, LDRS, etc.)	Actual reproduction costs rounded up to the nearest \$1 figure. Single page item or series of pages = \$.20/page
23. Concurrency Verification Letter (Non-binding analysis)	\$80.00
24. Zoning Verification Letter	\$55.00
25. Unity of Title	\$35.00
26. Lot Split	\$35.00

Section 2 - Building Services Fees

Administrative Fees

1. Change of Primary Contractor	\$85.00
2. Change of Sub Contractor	\$50.00
3. Modifying Construction Plans After Permit Issuance	\$85.00
4. Approve or Re-stamp Construction Plans (after permit issuance)	\$85.00
5. Pre-power Approval Forms for first 60 days	\$100.00
6. Temporary/Conditional Certificate of Occupancy	\$180.00
7. Replace Building Permit	\$10.00
8. Fax Permits (Local)	\$5.00
9. Fax Permits (Long Distance)	\$5.00
10. Extensions of Permits - only 90 day extensions may be granted	15% of original permit fee or \$55 whichever is greater
11. Permit Amendment Fee - other than contractor changes	\$40.00
12. Special Inspection Fee for after hours, weekend, and holiday	\$150 per hour; time calculated as departure from home to return to home
13. Customized Reports	\$40 per hour; one hour minimum

Residential Permit Fees (under roof)

14. Residential Building Permit (includes plan review, inspections, and admin)	\$0.35 per sq foot; \$75 minimum
15. Other Permit Items (under roof or impervious surface)	Residential - \$75 minimum
16. Other Permit Items - Residential (not covered elsewhere); includes demolitions	\$75 minimum or 2% cost of construction whichever is greater
17. Roofing/Re-roofing	\$0.05 per square foot or minimums whichever is greater
18. All Alterations/Renovations and Shell Only Permits	One half of the square foot rate Residential; \$75 minimum

Mobile Homes

19. Pre Mobile Home Set Up - health, safety, and structural inspection prior to used mobile home setup. (Pertains to used mobile homes only)	\$165.00
--	----------

Section 2 - Building Services Fees

Mobile Homes (Con't.)

- | | |
|--|---|
| 20. Manufactured Homes Permit Fees - Manufactured Home Permit - includes set-up, electric, plumbing, and mechanical | \$445.00 |
| 21. Fees for additions to manufactured homes shall be calculated the same as building permit fee/aluminum permit fee | \$0.35 per square foot residential;
\$0.25 per square foot aluminum;
\$75 minimum |
| 22. Modular Home Permit Fees | Same as Manufactured Homes |
| 23. Modular Buildings DEO Approved | Same as Manufactured Homes |

Commercial Permit Fees (under roof)

- | | |
|--|---|
| 24. Commercial Building Permit (includes building plan review, inspections, administrative) | \$0.50 per square foot;
\$150 minimum |
| 25. Warehouses: 0 to 400,000 square feet | \$0.20 per square foot |
| 26. Warehouses: 400,001 + square feet | \$0.15 per square foot |
| 27. Institutional | \$0.50 per square foot |
| 28. Other permit items (under roof or impervious surface) | Commercial - \$150 minimum |
| 29. Other Permit - Commercial (commercial hoods, walk in coolers, retaining walls, site lighting, demolition, and other miscellaneous permits not covered elsewhere) | \$200 minimum or 2%
cost of construction;
whichever is greater |
| 30. Roofing/Re-Roofing | \$0.05 per square foot or \$75
minimum; whichever is greater |
| 31. Marine | \$0.25 per square foot - \$75
Residential or \$150
Commercial minimum |
| 32. Foundations | \$0.05 per square foot |
| 33. All Alterations/Renovations and Shell Only Permits | One half of the square foot rate
Commercial - \$150 minimum |

Sign Permit Fees

- | | |
|---|---------------------------------|
| 34. Permit Fees (for issuing each sign) | \$125.00 |
| 35. Permit Fees (with electric) | \$165.00 |
| 36. In addition: Wall hung signs | \$0.40 per square foot per side |
| 37. Free Standing Signs | \$0.65 per square foot per side |

Section 2 - Building Services Fees

Swimming Pool Permit Fees

38. Spa (includes electrical, plan review, plumbing and gas)	\$125.00
39. Private Above-ground Swimming Pools (includes electrical, plan review, plumbing and gas)	\$110.00
40. Private In-ground Swimming Pools (includes electrical, plan review, plumbing, and gas)	\$370.00
41. Commercial Swimming Pools (includes electrical, plan review, plumbing, and gas)	\$515.00

Other Fees

42. Aluminum Construction Permit Fees	\$0.25 per square foot; \$75 minimum
43. Pool Enclosures	1/2 Aluminum rate \$75 minimum
44. Greenhouse Buildings	(including roofing) \$75 minimum
45. Plumbing Permit Fees	\$0.05 per square foot; \$75 minimum
46. Plumbing - Warehouse	1/2 plumbing rate \$75 minimum
47. Gas piping/fixtures	\$0.05 per square foot; \$75 minimum
48. Electrical Permit Fees	\$0.05 per square foot; \$75 minimum
49. Electrical - Warehouses	1/2 electrical rate \$75 minimum
50. Individual Basis - each service installation	\$115.00
51. Each distribution/sub panel/disconnect new or replacement	\$115.00
52. Mechanical Permit Fees	\$0.05 per square foot \$75 minimum
53. Mechanical - Warehouse	1/2 mechanical rate \$75 minimum
54. L/P and Natural Gas (greater than 125 gallons)	\$165.00
55. Fuel Storage	\$165.00

Section 2 - Building Services Fees**Other Fees (Con't.)**

56. Paint Booth	\$165.00
57. Shed (aluminum, wood, other)	\$0.25 per square foot; \$75 minimum
58. Fence	\$40 per 300 linear foot
59. Life Safety Inspection	\$75.00
60. Change of Building Use/Occupancy (inspection required)	\$125.00
61. Reinspection Fees	\$90.00
62. If the first inspection was never made - renewal must be at full current value	100%
63. Slab Inspection approved and slab poured	80%
64. Lintel Inspection approved	60%
65. Framing and Rough all inspections approved	40%
66. Insulation Inspection approved	20%
67. For Final Inspections only	10%
68. Electrical, Plumbing and Mechanical Permit Renewal Fee	Renewal or sub permits shall be the minimum permit fee
69. Work without a Permit	Double permit fee or \$150; whichever is greater
70. Contractor License Processing Fee	\$35.00
71. Mechanical (Rooftop Units) - Installation/Replacement	\$150 per unit; if over 2,000 CFM(over 5 tons), additional fire fee may apply
72. Expedited Plans Review	\$900.00

Section 3 - Fire Review and Inspection Services Fees

Inspection Fees

1. Reinspection	\$105.00
2. Fire Life Safety	\$0.013 per square foot; \$103 minimum
3. Courttest/Pre-Final	\$105.00
4. Requested Fire Inspection/Consultation	\$105.00
5. Food Truck Vendor	\$45 per 6 months
6. Fire Hydrant Flow Test	1 to 5 hydrants: \$128 Each additional group of 1 to 5 hydrants: \$64 Reinspection per group of 1 to 5 hydrants: \$64

Annual or Reoccurring Inspections

7. Licensure Fire Inspection	\$0.013 per square foot; \$103 minimum
8. Fire Alarm Monitoring (renewed annually)	\$130.00
9. Commercial Occupancy Fire Inspection	\$0.013 per square foot; \$103 minimum
10. Hazardous Materials Storage (EPCRA)	\$209.00

Administrative Fees

11. Contractor Initial Registration Fee	\$52.00
12. Change of Primary Contractor	\$52.00
13. Change of Sub Contractor	\$52.00
14. Modifying Construction Plans after Permit Issuance	\$52.00
15. Approve or Re-stamp Constructions Plans (after Permit issuance)	\$52.00
16. Replace Fire Permit	\$6.00
17. Extensions of Permits - only 90 day extension may be granted	13% of original permit fee or \$55, whichever is greater
18. Permit Amendment Fee - other than contractor changes	\$34.00
19. Resubmittal of Construction Plans	\$103 for the first 10 pages \$13 for each additional page

Section 3 - Fire Review and Inspection Services Fees

Administrative Fees (Con't.)

- | | |
|---|---|
| 20. Special Inspection Fee for after hours, weekend, or holiday | \$123 for first 2 hours plus \$79
for each additional hour |
| 21. Customized Reports | \$32 per hour; 1 hour minimum |
| 22. Work without a permit | Double permit fee or \$128 whichever is greater |

Fire Review Fees

- | | |
|---|---|
| 23. Commercial Building Permit | \$0.013 per square foot; \$164 minimum |
| 24. Warehouses: 0 to 400,000 square feet | \$0.013 per square foot |
| 25. Warehouses: 400,001 + square feet | \$0.013 per square foot |
| 26. Institutional | \$0.013 per square foot |
| 27. Marine | \$0.013 per square foot
\$75 Residential or \$150 Commercial minimum |
| 28. Other Permit Items (under roof or impervious surface) | Commercial - \$150 minimum |
| 29. Fire Review Alterations Renovations | One half of the square foot rate
Commercial - \$82 minimum |
| 30. Build out/Remodle | \$314.00 |
| 31. Fire Damage/Repair | \$314.00 |
| 32. Firewall/Penetration/Damper | \$314.00 |
| 33. Fire Alarm Systems | \$0.013 per square foot; \$246 minimum |
| 34. Fire Alarm Modification (up to 10 devices) | \$314.00 |
| 35. Fire Alarm Modification (greater than 10 devices not to exceed 30) | \$444.00 |
| 36. Low Voltage/Egress | \$96.00 |
| 37. Hood Suppression/Duct (Hood Light/Smoke) | \$184.00 |
| 38. Fire Sprinkler System | \$0.013 per square foot; \$348 minimum |
| 39. Fire Sprinkler System Modification (up to 10 heads) | \$314.00 |
| 40. Fire Sprinkler System Modification (greater than 10 heads not to exceed 30) | \$444.00 |
| 41. Fire Sprinkler System Residential | \$0.013 per square foot; \$82 minimum |
| 42. Fire Suppression (Wet/Dry) | \$209.00 |

Section 3 - Fire Review and Inspection Services Fees

Fire Review Fees (Con't.)

43. Fire Protection System Plans (Hanlon and other specialty systems)	\$314.00
44. Standpipe	\$628.00
45. Underground Fire Line (includes line flush, underground hydro, and visual)	\$233 for the first 200 linear feet plus \$64 for ea additional 200 linear feet
46. Gated Entry Systems (residential and commercial) per gate	\$130.00
47. Monument Sign	\$105.00
48. Aluminum Construction Permet Fees	\$0.20 per square foot; \$75 minimum
49. Pool Enclosures	1/2 Aluminum rate - \$75 minimum
50. Shed (Aluminum, wood, other)	\$0.20 per square foot; \$75 minimum
51. Fence	\$32 per 300 linear feet
52. Generator	\$96.00
53. Tank	\$209.00
54. Hazardous Operations	\$209.00
55. L/P and Natural Gas (greater than 125 gallons)	\$130.00
56. Fireworks and Pyrotechnics Displays	\$314.00
57. Tent (greater than 900 square feet)	\$130.00
58. Change of Building Use/Occupancy (inspection required)	\$0..13 per square foot; \$164 minimum
59. Other Permit Items not covered elsewhere	\$200 minimum or 1.3% cost of construction; whichever is greater

Other Fire Fees

60. Special Events	Handled on a case-by-case basis. Typically requires 3 personnel at \$30 per hour; minimum of 3 hours
61. Crowd Management	Handled on a case-by-case basis. Typically requires 3 personnel at \$30 per hour; minimum of 3 hours
62. Sparkler Sales Fee (per location)	\$105.00

Section 4 - Parks and Recreation Fees

	<u>Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Youth and Senior League Fees</u>		
1. Per Team Each Season per League Team	\$175.00	\$175.00
<u>Field Use Rental Rates</u>		
2. Per Hour - Without Lights	\$15.00	\$25.00
3. Per Hour - With Lights	\$25.00	\$35.00
4. Field Prep Fee per Baseball or Softball Field	\$20.00	\$30.00
5. Field Paint Fee per Multi-Purpose Field (First Time)	\$100.00	\$125.00
6. Field Paint Fee per Multi-Purpose Field (Re-paint)	\$60.00	\$75.00
7. City Staff Fee per Hour - if needed during tournament (Min. 2 hours)	\$25.00	\$25.00
8. Tournament Deposit Fee - Deposit returned based on condition left of rental facilities/fields	\$400.00	\$400.00
<u>Court/Cage Rental Rates</u>		
9. Tennis Court per Court Hourly Rental	\$15.00	\$25.00
10. Basketball Court per Court Hourly Rental	\$15.00	\$25.00
11. Baseball/Softball Batting Cage Rental - Per Hour	\$5.00	\$10.00
<u>Concession Stand</u>		
12. League Use Only per Month	\$100.00	n/a
<u>City Sports Programs</u>		
13. City Adult Softball League (10 game season)	\$395.00	\$395.00
14. City Adult Softball League (8 game season)	\$350.00	\$350.00
15. City Adult Basketball League (8 game season)	\$300.00	\$300.00
<u>Park Area Rental Rates</u>		
16. Application Fee for all usage of Park Buildings, Events, Facilities, Play Areas	\$10.00	\$10.00
17. City Hall Park rental per hour	\$25.00	\$50.00
18. City Hall Park rental refundable deposit	\$150.00	\$150.00
19. Park Area Event Deposit	\$150.00	\$150.00
20. Park Picnic pavilion or beach pavilion four (4) hour block (9 am - 1 pm or 2 pm - 6 pm)	\$50.00	\$100.00

Section 4 - Parks and Recreation Fees

	<u>Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Park Area Rental Rates (Con't.)</u>		
21. Picnic or Beach pavilion - per day	\$100.00	\$200.00
22. Waterfront Park Section A - Deposit	\$250.00	\$250.00
23. Waterfront Park Section A - per hour (2 hour minimum)	\$100.00	\$200.00
24. Waterfront Park Section A - Daily Fee	\$700.00	\$1,100.00
25. Waterfront Park Section B - Deposit	\$150.00	\$150.00
26. Waterfront Park Section B - per hour (2 hour minimum)	\$25.00	\$50.00
27. Waterfront Park Section B - Daily Fee	\$200.00	\$300.00
28. Waterfront Park Section C - (entire park) Deposit	\$350.00	\$350.00
29. Waterfront Park Section C - (entire park) per hour (2 hour minimum)	\$200.00	\$300.00
30. Waterfront Park Section C - (entire park) Daily Fee	\$1,500.00	\$2,500.00
31. Waterfront Park Section C - (entire park) each additional consecutive day	\$1,200.00	\$2,000.00
32. Highlander Deposit	\$150.00	\$150.00
33. Highlander Rental Fee Full Building per hour	\$60.00	\$125.00
<u>Clermont City Center</u>		
34. Entire CCC Building Rental (per hour) (2 hour minimum)	\$125.00	\$150.00
35. Meeting Room A (per hour)	\$60.00	\$80.00
36. Meeting Room B (per hour)	\$45.00	\$65.00
37. Meeting Room C (per hour)	\$35.00	\$45.00
38. Meeting Room D (per hour)	\$25.00	\$35.00
39. Meeting Room E (per hour)	\$20.00	\$30.00
40. Board Room	\$20.00	\$30.00
41. Outside Patio Area (per hour)	\$35.00	\$45.00

Section 4 - Parks and Recreation Fees

	<u>Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Clermont City Center (Con't)</u>		
42. Kitchen (per hour) (2 hour minimum) Cleaning Fee - If building is not cleaned properly by user then cleaning funds are taken out of deposit	\$25.00	\$35.00
43. Event Deposit (Under 500 Square Foot Usage)	\$50.00	\$50.00
44. Event Deposit (Over 501 Square Foot Usage) Deposit will adjust with attendees and type of event	\$200 - \$500	\$200 - \$500
<u>Waterfront Park</u>		
45. Daily Boat Launch Fee (per boat)	\$5.00	\$5.00
46. Annual Boat Launch Fee (per boat cost) (Residential)	\$35.00	n/a
47. If an approved event requires additional personnel, an hourly charge shall be paid to the City of Clermont and shall be agreed to by the applicant prior to approval of an event. (per person, per hour)	\$25.00	\$25.00
48. Additional Park Staff - per person, per hour (2 hour minimum)	\$25.00	\$25.00
49. Late Payment fee per week	10% of Total Fees/week	10% of Total Fees/week
<u>Champions Splash Park</u>		
50. General Admission	\$2.00	\$2.00
51. Group Rental Rates: Includes Exclusive use of Splash park for 2 hours, space for 74 guests, and Splash Park Attendant	\$150.00	\$200.00
<u>Arts and Recreation Center</u>		
<u>Pool Rates</u>		
52. Daily, Individual	\$2.00	\$3.00
53. Week Pass (7 days)	\$10.00	\$15.00
54. Monthly	\$30.00	\$50.00
55. Individual Season Pass	\$80.00	\$140.00
56. Family Season Pass	\$200.00	\$300.00
<u>Pool Rental Rates</u>		
57. Half pool rental per 1.5 hour block	\$65.00	\$80.00
58. Full pool rental per 1.5 hour block	\$125.00	\$140.00
59. Exclusive Lap Lane rental per hour	\$15.00	\$20.00
60. Lifeguards - per hour	\$15.00	\$15.00

Section 4 - Parks and Recreation Fees

	<u>Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Arts and Recreation Center (Con't.)</u>		
<u>Pool Rental Rates (Con't.)</u>		
61. Pool refundable deposit	\$50.00	\$50.00
<u>Gymnasium Admission Rates</u>		
62. Daily	\$2.00	\$3.00
63. Monthly Pass	\$30.00	\$45.00
64. Annual Gymnasium Pass	\$200.00	\$300.00
<u>Gymnasium Rental Rates (per hour)</u>		
65. Full Court	\$55.00	\$75.00
66. Refundable Deposit	\$200.00	\$200.00
<u>Outdoor Field Rental Rates (Per Hour)</u>		
67. Bahia Grass Field	\$15.00	\$25.00
<u>Main Stage Rental Rates</u>		
68. Ticketed Performance Rental - one (1) day	\$4,250.00	\$4,250.00
<u>Off season</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
69. Main Stage Second Show per day	\$1,500.00	\$1,500.00
<u>Off season</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
70. Additional Day Main Stage Rental	\$2,000.00	\$2,000.00
<u>Off season</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
71. Room/Floor Space Only per hour	\$175.00	\$200.00
72. Room and Stage per hour	\$225.00	\$250.00
73. Banquet package with stage per hour (includes 40 tables and 350 chairs)	\$275.00	\$300.00
74. Banquet package without stage per hour (includes 40 tables and 350 chairs)	\$245.00	\$270.00
75. Theatre seating package per hour (includes seating for up to 800)	\$275.00	\$300.00
76. Refundable Deposit	\$500.00 - \$1,000.00 Dependent Upon Use	\$500.00 - \$1,000.00 Dependent Upon Use
<u>Black Box Theatre Rental Rates</u>		
77. Ticketed performance rental one (1) day	\$1,500.00	\$1,500.00
<u>Off season</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>

Section 4 - Parks and Recreation Fees

	<u>Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Arts and Recreation Center (Con't.)</u>		
<u>Black Box Theatre Rental Rates (Con't.)</u>		
78. Black Box Second Show per day	\$500.00	\$500.00
<u>Off season</u>	<u>\$250.00</u>	<u>\$250.00</u>
79. Additional day Black Box Rental	\$750.00	\$750.00
<u>Off season</u>	<u>\$500.00</u>	<u>\$500.00</u>
80. Theatre with General Stage Light and 1 Microphone	\$100.00	\$125.00
81. Refundable Deposit	\$50.00 - \$100.00 Dependent Upon Use	\$50.00 - \$100.00 Dependent Upon Use
<u>Other Rental Rates (Per Hour)</u>		
82. Kitchen	\$60.00	\$75.00
83. Kitchen Refundable Deposit	\$200.00	\$200.00
84. Clermont Room (2200 sq ft room)	\$60.00	\$70.00
85. Clermont Room Refundable Deposit	\$200.00	\$200.00
86. Citrus Room (600 sq ft room)	\$25.00	\$30.00
87. Classrooms (300 sq ft room)	\$15.00	\$20.00
88. Citrus Room and Classroom Refundable Deposit	\$100.00	\$100.00
<u>Miscellaneous</u>		
89. Application Fee	\$10.00	\$10.00
90. Additional Staff (two hour minimum) per worker	\$25.00	\$25.00
91. Police, Fire, or Medical Staff (two hour minimum); Fee is based on the current rate and may have a minimum number of hours paid by the renter.	Varies	Varies
92. Entertainment Tech I (4 hour minimum) \$25.00 per hour	\$100.00	\$100.00
93. Entertainment Tech II (5 hour minimum) \$40.00	\$200.00	\$200.00
94. Tables	\$2.00	\$2.00
95. Chairs	\$1.00	\$1.00
96. Microphone	\$15.00	\$15.00
97. Podium	\$25.00	\$25.00
98. Portable Projector	\$40.00	\$40.00
99. Portable Screen	\$20.00	\$20.00
100. Portable Speaker	\$40.00	\$40.00

Section 4 - Parks and Recreation Fees

	<u>Resident/Non-Profit</u>	<u>Non-Resident</u>
<u>Arts and Recreation Center (Con't.)</u>		
<u>Miscellaneous (Con't.)</u>		
101. 55" TV with DVD Player	\$35.00	\$35.00
102. Laptop	\$40.00	\$40.00
103. Rear Screen Projector (Main Stage Only)	\$100.00	\$100.00
104. Dance Floor (Main Stage Only)	\$250.00	\$250.00
105. Risers (Main Stage Only)	\$200.00	\$200.00
106. Projector and Screen (Black Box Only)	\$75.00	\$75.00
107. Floor Plan Review Fee	\$25.00	\$25.00
108. Late Payment Fee per week	10% of Total Fees/week	10% of Total Fees/week
<u>Event Request and Application Fees</u>		
109. All Events, Rentals and Tournaments	\$10.00	\$10.00

**Note: For-profit businesses may utilize the resident rate only if the business physical address is within the City limits.
Rentals for the intended use of a business function must utilize the business physical address.**

Section 5 - Police Fees

- | | | |
|----|---------------------|--|
| 1. | Equipment Violation | \$4 per violation |
| 2. | Finger Printing | \$5 per card |
| 3. | Report Copies | \$0.15 per page |
| 4. | Parking Tickets | \$25 if paid within first 10 days, \$50 afterwards |
| 5. | Off Duty Officer | Extra \$2 per hour |

Section 6 - City Clerk Fees

- | | |
|----------------------------|--|
| 1. Documents (letter size) | \$.15 per page or \$.20 double sided per page,
per, F. S. Chapter 119 |
| 2. Documents (legal size) | \$.15 per page or \$.20 double sided per page,
per, F. S. Chapter 119 |
| 3. Documents (ledger size) | \$1.50 per page |
| 4. Documents (24 x 36) | \$3.50 per page |
| 5. Documents (36 x 48) | \$9.00 per page |
| 6. Certified Copies | \$1.00 per page
per, F. S. Chapter 119 |
| 7. Compact Discs | \$1.50 per CD |
| 8. Cassette Tapes | \$2.00 per tape |



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 13, 2017	
Agenda Item Name	
Ordinance No. 2017-24 <i>Final</i> <i>The Vue</i>	
Requested Action	
Recommend denial of Ordinance 2017-24.	
Staff Report	
The applicant, AC-Fulcrum, is requesting an amendment to a Planned Unit Development zoning that was originally granted in June 2016. The 42 +/- acre property is located south of Highway 50, west of Miss Florida Avenue and north and south of Hooks Street. The original approval is for 10.5 acres of C-2 General Commercial all along Highway 50 and up to 324 multi-family units on the south side of the project fronting Hooks Street. The applicant has discovered the originally approved waivers will not allow for their development to be constructed as proposed. The applicant is proposing to give up the already approved 324 multi-family portion of the project in favor of developing this area as senior housing or age-restricted housing with 324 units. The applicant believes the multi-family apartments were a source of contention, and eliminating the use of the previously approved apartments will ease the concern of the other needed waivers that are being requested. In order to develop the site as proposed, the applicant still needs waivers to the Planned Unit Development. These waivers are as follows: 1. 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 28 feet of fill, and up to a 28-foot cut in portions of the project area. 2. The applicant is 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 believe the allowable 10-foot signs will be effective for the businesses. The applicant is requesting five "shopping center" signs to be a maximum height of 22 feet. 3. For the final amendment, the applicant is asking to amend the language for allowable uses. The applicant would like to add the uses of: • veterinary use • self-storage use • assisted living facility • daycare • private and charter schools The previously approved Planned Unit Development 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 center line of Highway 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 berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30% more landscaping 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. However, staff cannot support the proposed excessive topography changes and taller monument sign heights requested by the applicant.

At the May 2, 2017 Planning and Zoning Commission meeting, Commissioner Judy Proli recommended denial of the request, seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend denial of the amendment.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	REZ ORD 2017-24 with Conditions.docx
2.	Map	Map.pdf
3.	Site plan	The Vue at Clermont Full Set 5-10-17.pdf
4.	Minutes	May 2 2017 P&Z Commission minutes.pdf
5.	Application	Application.pdf
6.	Legal ad	REZ May legal ad 2.docx

CITY OF CLERMONT
ORDINANCE No. 2017-24

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 southwestly 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. 2017-24

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. 2017-24

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. 2017-24

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. 2017-24

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:

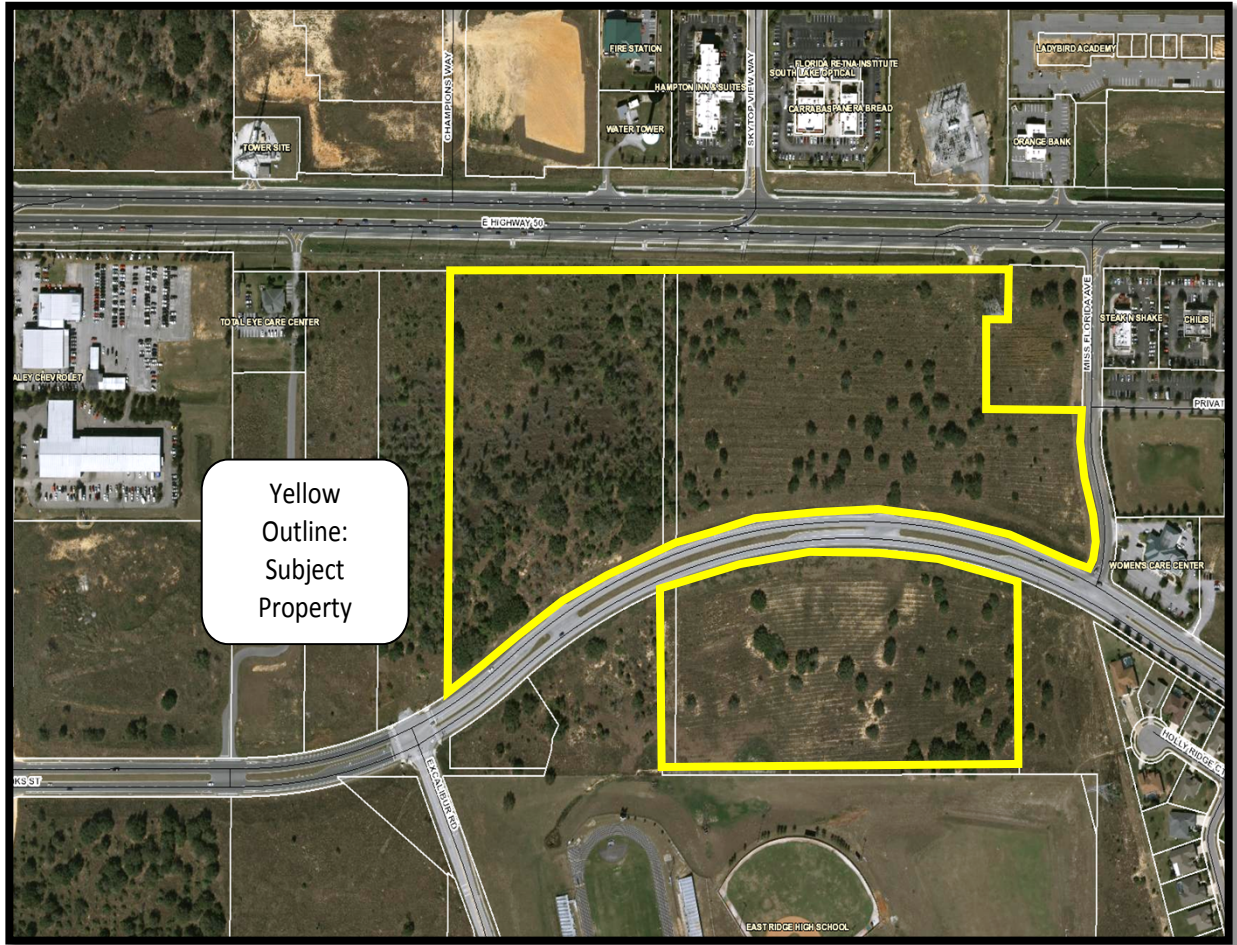
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from 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. 2017-24

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of June, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit "A"



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 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 OFFICIAL RECORDS BOOK 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 PLAT BOOK 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 STATE ROAD NUMBER 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 OFFICIAL RECORDS BOOK 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 STATE ROAD NO. 50, (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070); THENCE CONTINUE N85°06'23"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S00°51'39"E, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (DRB 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 PLAT BOOK 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 STATE ROAD NO. 50; THENCE S89°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 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 (LEASEMENT ESTATE)

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE INGRESS-EGRESS EASEMENT GRANTED BY AKRAM ISMAIL TO MAYNARD K. KNAPP, TRUSTEE, TO RECDPRICAL EASEMENT AGREEMENT RECORDED APRIL 17, 2015, IN OFFICIAL RECORDS BOOK 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 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 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 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 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 STATE ROAD NO. 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 OF S 70°37'05" W, A DISTANCE OF 31.85 FEET; THENCE 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 STATE ROAD NO. 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 ACRES, MORE OR LESS.

Legal Description:

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).

Legal Description:

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 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 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 STATE ROAD NO. 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 N 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 1750.00 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.

Legal Description:

THAT PORTION OF TRACT 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; LYING SOUTHERLY OF HOOK STREET, (COUNTY DISTRICT NO. 2-1346).

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

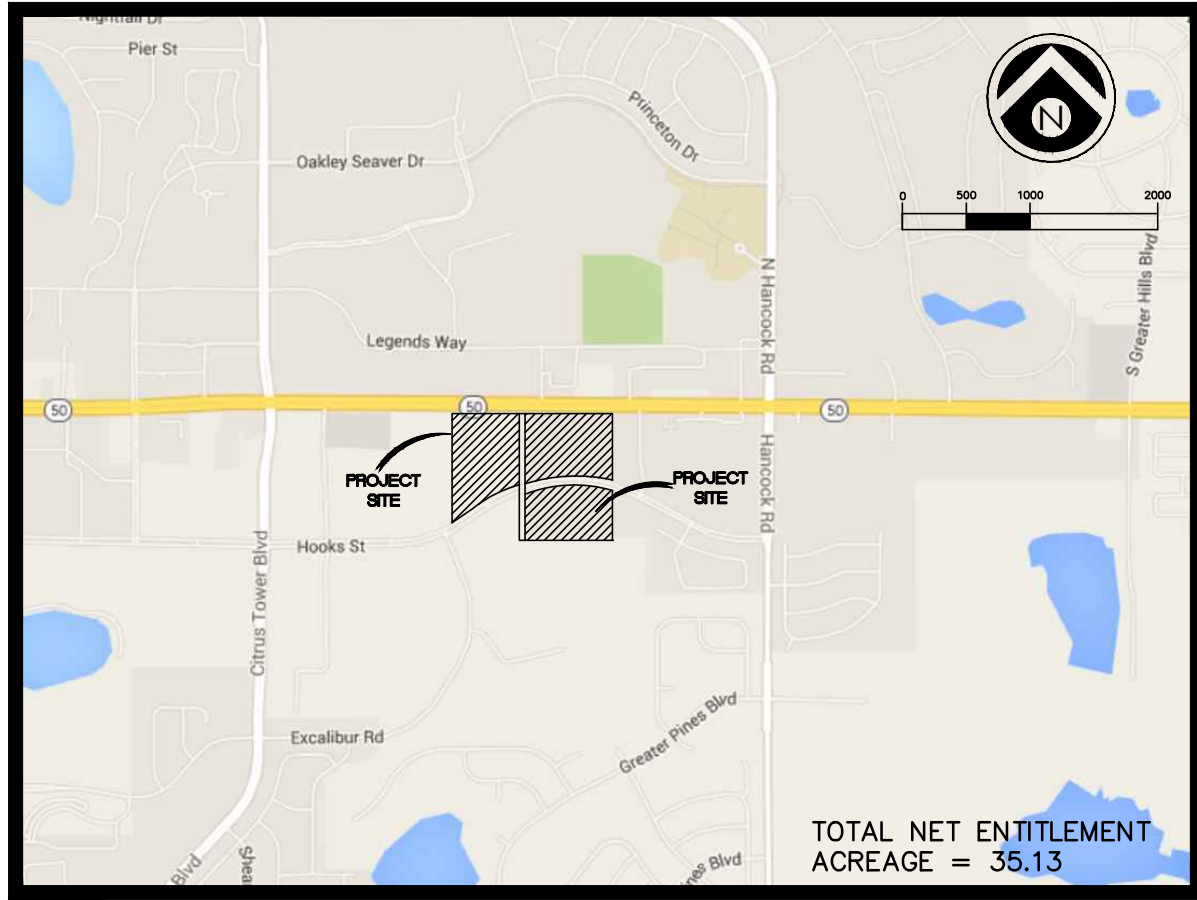
ENVIRONMENTALIST

ECOLOGICAL CONSULTING SOLUTIONS
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FLORIDA 32789
PHONE: 407-869-9434

ARCHITECT

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

LOCATION MAP -
PROJECT AREA BREAKDOWN



SECTION 9 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: 9/22S/26E
PROPERTY AREA: ±42.57 AC
PROJECT AREA: (NET ACREAGE): 33 ACRES
EXISTING ZONING: C-2/UE
EXISTING USE: VACANT
PROPOSED PARCEL USE: (ENTIRE PARCEL PUD: ALL PERMITTED C2 USES (INCLUSIVE OF 1 RETAILER LESS THAN 100,000 S.F. BUT GREATER THAN 20,000 S.F.).

ADDITIONAL PERMITTED USES: (SOUTH SIDE ALONG HOOKS STREET) SELF-STORAGE, VET, ALL FORMS OF SENIORS HOUSING, PRIVATE SCHOOL, AND DAYCARE (SEE SHEET CUP-4)
*SELF-STORAGE SHALL BE LOCATED ON HOOKS STREET SIDE OF THE DEVELOPMENT

COMMERCIAL: 13 ACRES
SENIOR'S HOUSING AREA 20 ACRES
SENIOR'S/TOWNHOME/CONDOS DENSITY: 12 DU/AC MAX = 324 UNITS

*NOTE: TRADITIONAL APARTMENTS HAVE BEEN REMOVED

VARIANCES: APPLY TO ENTIRE PROPERTY AS DETAILED ON FOLLOWING PAGES

ARCHITECTURE: ANY PROPOSED SELF-STORAGE FACILITIES SHALL BE REQUIRED TO SUBMIT EXTERIOR ELEVATIONS TO CITY COUNCIL FOR AN AESTHETIC REVIEW PRIOR TO RELEASE OF BUILDING PERMITS

ELEVATORS: ANY SENIORS HOUSING BUILDINGS WITH THREE (3) STORY UNITS OR GREATER SHALL REQUIRE ELEVATORS

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 120069
CLERMONT, FL 34712
PHONE: 352-241-7335

PHONE

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

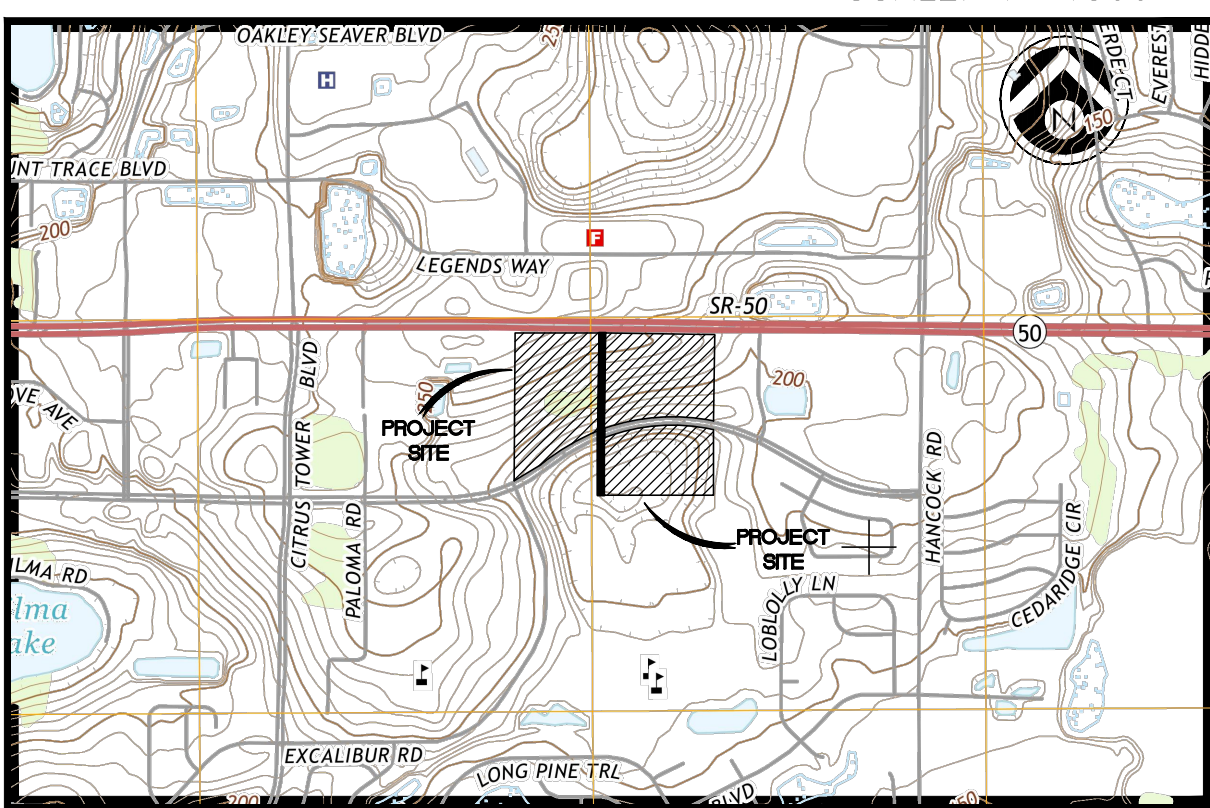
CABLE

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

NOTES:

1. PROPOSED FFE AND GRADING SHOWN AS CONCEPTUAL.
2. THE FINAL ENGINEERING PLANS WILL BE CONSISTENT WITH NFPA AND CITY OF CLERMONT CODE. THIS INCLUDES CUL-DE-SACS AND HAMMERHEADS FOR ANY DEAD END EXCEEDING 150 FEET.
3. LANDSCAPE ISLAND WILL BE A MINIMUM OF 300 S.F. AT FINAL ENGINEERING.
4. A SECONDARY EMERGENCY ACCESS POINT WILL BE PROVIDED AT FINAL ENGINEERING. THIS ACCESS MAY CONSIST OF STABILIZED REINFORCED GRASS PAVERS AND CRASH GATES.

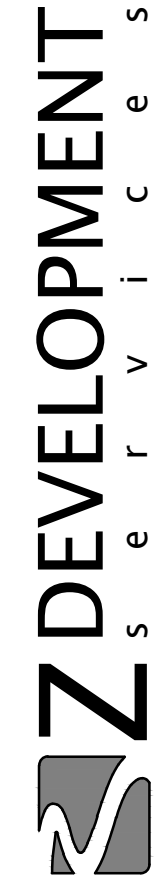
USGS MAP



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



CA 29354

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

POTENTIAL VARIANCE REQUESTS:

SEC. 54–78. – DRIVEWAY CONSTRUCTION STANDARDS.
(a) DRIVEWAYS CONSTRUCTED BELOW STREET GRADE MUST RISE TO AN ELEVATION AT LEAST TO THE TOP OF THE CURB HEIGHT ON CITY RIGHTS–OF–WAY BEFORE REACHING THE OWNER’S PROPERTY LINE. DRIVEWAYS CONSTRUCTED ABOVE THE STREET GRADE SHOULD NOT EXCEED A GRADE OF THREE–FOURTHS OF AN INCH PER FOOT FROM THE TOP OF THE CURB TO PROVIDE FOR VEHICULAR CLEARANCE, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

WAIVER REQUESTS: IT MAY BE POSSIBLE THE RETAIL DRIVEWAY AND PARKING WILL BE BELOW THE CENTERLINE OF SR 50. WE ARE REQUESTING A VARIANCE FROM THIS CODE AND DEFER TO THE CITY ENGINEER TO APPROVE PROPOSED GRADING TO ENSURE ADEQUATE OUTFALL AND PROTECTION OF THE FINISHED FLOOR ELEVATION.

SEC. 94–195. – CLEARING AND GRADING REVIEW CRITERIA. (H)(3)
THE MAXIMUM DEPTH OF CUT OR FILL FOR CONSTRUCTION OF ANY ROADWAY SHALL BE 15 FEET, AS MEASURED AT THE CENTERLINE OF THE ROADWAY.

WAIVER REQUESTS: FINAL GRADES WILL BE DETERMINED AT THE TIME OF FINAL ENGINEERING. IT MAY BE POSSIBLE TO EXCEED THE MAXIMUM CUT AND/OR FILL IN PORTIONS OF THE SITE. WE ARE REQUESTING A MAXIMUM CUT OF UP TO 28 FEET AND A MAXIMUM FILL OF UP TO 28 FEET, AS DEPICTED ON SHEET CUP–6.

SEC. 94–195. – CLEARING AND GRADING REVIEW CRITERIA. (D)(4,5,7)
(4) ELEVATION CHANGES IN TOPOGRAPHY SHALL BE LIMITED TO 15 FEET.
(5) TRANSITIONS BETWEEN MULTI–LEVEL CONSTRUCTION SHALL BE ACCOMPLISHED USING SLOPES OF NO GREATER THAN 5:1 OR WITH RETAINING WALLS NOT TO EXCEED SIX FEET IN HEIGHT.
(7) TERRACES SHALL INCLUDE A MINIMUM FIVE–FOOT LANDSCAPE BUFFER ALONG THE BOUNDARY.

WAIVER REQUESTS: AS STATED ABOVE, WE ARE REQUESTING A MAXIMUM CUT OF 28 FEET AND A MAXIMUM FILL OF 28 FEET. WE ARE ALSO REQUESTING A MAXIMUM WALL HEIGHT OF 13 FEET PER SECTION AND USING 5 FEET WIDE TERRACES WHERE WALLS ARE NEEDED IN EXCESS OF 13 FEET. IF TOTAL WALL HEIGHT EXCEEDS 40 FEET, DEVELOPER SHALL INSTALL ONE 20 FT WIDE LANDSCAPE AREA SOMEWHERE WITHIN THE TOTAL WALL AREA.

SEC. 122–185 (4) BUILDING HEIGHT NOT TO EXCEED 45’

WAIVER REQUESTS: THE BUILDING HEIGHT WILL VARY DEPENDING ON THE GRADE AND LOCATION. ARCHITECTURAL FEATURES MAY EXTEND ABOVE 45’. THE MAXIMUM BUILDING HEIGHT WILL BE 55’.

SEC. 98–6. – RATIO OF FULL SIZE PARKING SPACES TO COMPACT AND OVERSIZED SPACES.
(a)THE RATIO OF FULL SIZE PARKING SPACES TO COMPACT SPACES SHALL BE 90 TO TEN. THIS RATIO SHALL BE MAINTAINED FOR THE TOTAL NUMBER OF PARKING SPACES PROVIDED AND SHALL APPLY ONLY TO BUILDINGS AND USES WHERE THE REQUIRED NUMBER OF PARKING SPACES IS 25 OR GREATER AND 300 OR LESS. DEVELOPERS MAY INCREASE THE RATIO, THUS INCREASING THE NUMBER OF FULL SIZE SPACES, HOWEVER, IN NO CASE SHALL THE RATIO OF COMPACT SPACES BE PERMITTED TO EXCEED THIS RATIO. COMPACT SPACES SHALL NOT BE PERMITTED FOR BUILDINGS AND USES REQUIRING LESS THAN 25 PARKING SPACES OR FOR RESIDENTIAL USES. PROJECTS REQUIRING MORE THAN 300 PARKING SPACES SHALL BE CONSIDERED THRESHOLD DEVELOPMENTS WHERE FINAL DECISION ON THE RATIO OF PARKING SHALL BE DETERMINED BY THE DEVELOPMENT REVIEW COMMITTEE IN CONSIDERATION OF TRAFFIC ENGINEERING AND PLANNING DATA THAT IS APPROPRIATE TO THE PROPOSED DEVELOPMENT AND INTENDED USE.
(b)THE PROVISION OF OVERSIZED PARKING SPACES TO ACCOMMODATE RECREATIONAL VEHICLES AND THE LIKE SHALL BE APPLIED TO RETAIL BUSINESS FACILITIES WHERE REQUIRED PARKING IS 100 SPACES OR MORE. THE RATIO OF THREE OVERSIZED PARKING SPACES PER EACH 100 REQUIRED SPACES OR PORTION THEREOF SHALL BE MAINTAINED FOR THE TOTAL NUMBER OF PARKING SPACES PROVIDED.

WAIVER REQUESTS: WE ARE REQUESTING A VARIANCE TO USE 9’x18’ SPACES FOR 30% OF THE DEVELOPMENT COUNT. THIS WILL MINIMIZE CUT AND FILL OPERATIONS. THIS WILL ALSO MAXIMIZE AVAILABLE PARKING WHILE SIGNIFICANTLY REDUCING THE UNNECESSARY ENVIRONMENTAL POLLUTANT RUNOFF, INCREASING GREEN SPACES THROUGHOUT.

SEC. 122–226. – YARDS.
MINIMUM YARD REQUIREMENTS FOR THE C–2 DISTRICT ARE AS FOLLOWS:
(1) FRONT YARD. PROPERTY ADJACENT TO HARTWOOD MARSH ROAD, SR 50 AND U.S. 27 SHALL MAINTAIN A 50–FOOT SETBACK. THE SETBACK ON ALL OTHER STREETS SHALL BE 25 FEET.
(2) SIDE YARD. THE MINIMUM SIDE YARD SETBACK IS 12 FEET. ON CORNER LOTS WHERE A SIDE YARD SETBACK OF 50 FEET SHALL BE MAINTAINED ON HARTWOOD MARSH ROAD, STATE ROAD 50 AND U.S. HIGHWAY 27 AND A SIDE YARD SETBACK OF 25 FEET SHALL BE MAINTAINED FROM ALL OTHER STREETS AND 12 FEET ON THE INTERIOR SIDE YARD. HOWEVER, A SIDE SETBACK OF 25 FEET SHALL BE MAINTAINED ON THE SIDE ADJACENT TO PROPERTY THAT IS EITHER ZONED OR USED AS RESIDENTIAL.
(3) REAR YARD. THE MINIMUM REAR YARD SETBACK IS 25 FEET EXCEPT WHERE A REAR YARD ABUTS HARTWOOD MARSH ROAD, SR 50 OR U.S.27, A SETBACK OF 50 FEET SHALL BE MAINTAINED. THE REAR BUILDING LINE OF LAKEFRONT PROPERTY SHALL BE MEASURED FROM THE ESTABLISHED HIGH–WATER MARK. NO CONSTRUCTION ENCROACHMENT MAY OCCUR IN ANY DESIGNATED 100–YEAR FLOODPLAIN EXCEPT IN ACCORDANCE WITH POLICIES OF THE ADOPTED COMPREHENSIVE PLAN AND AFTER FORMAL APPROVAL OF A SITE DEVELOPMENT PLAN BY THE ADMINISTRATIVE OFFICIAL.
(4) BUFFER STRIP. WHEN A CONDITIONAL OR COMMERCIAL USE ABUTS A RESIDENTIAL USE, THE CONDITIONAL OR COMMERCIAL USE SHALL PROVIDE A LANDSCAPED BUFFER STRIP ALONG THE ABUTTING PROPERTY LINE.
(5) OTHER SETBACKS. ALL YARD SETBACKS FOR PRINCIPAL BUILDINGS SHALL BE A MINIMUM OF 25 FEET FROM ESTABLISHED HIGH–WATER MARKS. NO CONSTRUCTION ENCROACHMENT MAY OCCUR IN ANY DESIGNATED 100–YEAR FLOODPLAIN EXCEPT IN ACCORDANCE WITH POLICIES OF THE ADOPTED COMPREHENSIVE PLAN AND AFTER FORMAL APPROVAL OF A SITE DEVELOPMENT PLAN BY THE ADMINISTRATIVE OFFICIAL.

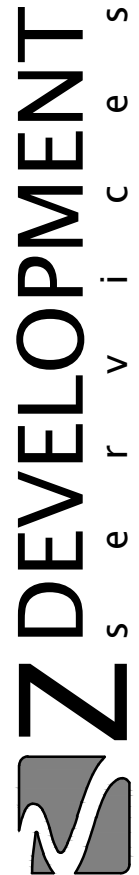
WAIVER REQUESTS: SEE EXHIBIT BELOW. THE LANDSCAPE BUFFER OF 15’ IS PROPOSED ADJACENT TO SR 50 DUE TO THE PRESENCE OF A LARGE BERM WITHIN WHICH EXISTING UTILITIES ARE RUNNING THAT ARE IN THE RIGHT OF WAY. NOTE ALSO THE 83’± DISTANCE FROM THE FROM THE EDGE OF SR 50 PAVEMENT TO THE PROPOSED EDGE OF PARKING PROVIDING EXTENSIVE BUFFERING. GRADING CANNOT EXCEED 5:1 IN THE LANDSCAPE BUFFER. REDUCING THE LANDSCAPE BUFFER TO 15’ WILL ALLOW ADDITIONAL GRADING WHICH WILL REDUCE THE WALL HEIGHT BY 3± VERTICAL FEET. NOTE THE EXISTING 5’± BERM ABOVE THE SR 50 GRADE PROVIDES MAXIMUM SOUND BUFFERING/ABSORPTION. PLEASE NOTE, HOOKS STREET LANDSCAPE BUFFER WILL BE INSTALLED ADJACENT TO THE STORMWATER CONVEYANCE SWALE ON THE NORTH SIDE OF HOOKS STREET.

POWER LINE EASEMENT LANDSCAPE VARIANCE:
NO PLANTING OR IMPROVEMENTS WITHIN THE DUKE POWER EASEMENT AND/OR RIGHT–OF–WAY.

SEC. 102–15. – PERMITTED SIGNS
(a)(1)a. ALL SIGNS SHALL BE GROUND SIGNS.

WAIVER REQUEST: WE ARE REQUESTING THAT FIVE (5) MARQUEE SIGNS (MULTI–TENANT) WITH A MAXIMUM HEIGHT OF 22 FEET BE PERMITTED DUE TO THE EXISTING BERM ALONG SR 50 BLOCKING VISIBILITY. PLEASE REFER TO SHEET CUP–3 FOR THE APPROXIMATE SIGN LOCATIONS. OFFSITE SIGNAGE SHALL BE PERMITTED, AND WE ARE ALSO REQUESTING THAT THE SIGN AREA BE PERMITTED AT 175 SF PER SIGN IN LIEU OF THE PREVIOUSLY PROPOSED SINGLE TENANT SIGNS, WHICH WOULD HAVE BEEN A TOTAL OF 13 INDIVIDUAL SIGNS BASED ON THE CURRENT LOT PLAN (REFER TO SHEET CUP–3).

VARIANCE REQUESTS



Development Services

CA 29354

708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803

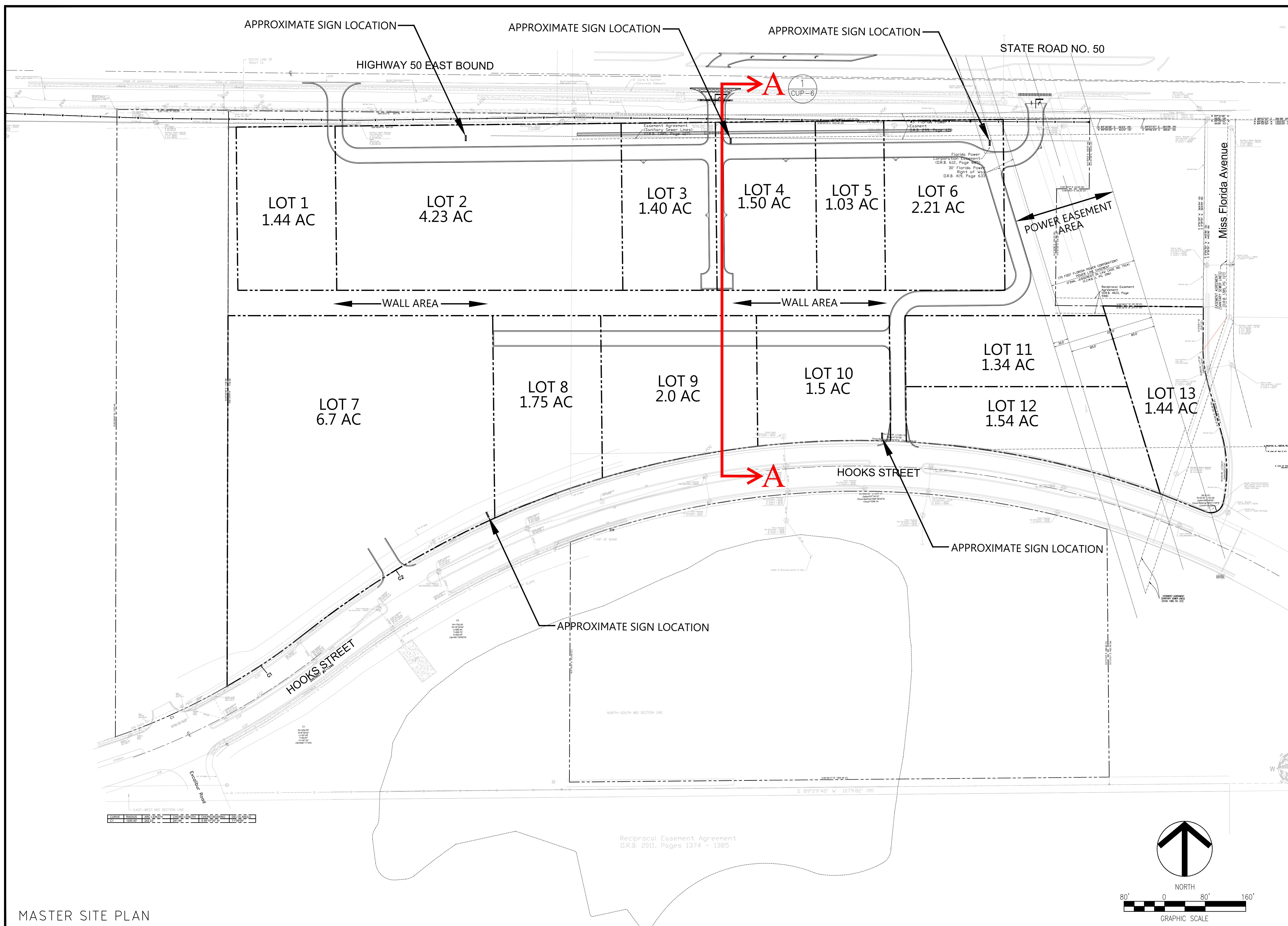
PH: (407) 271-8910
FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

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

CUP-2
VARIANCE
REQUESTS
PROJECT NO.: 2015.196



REVISION	DATE	REVISION	DATE

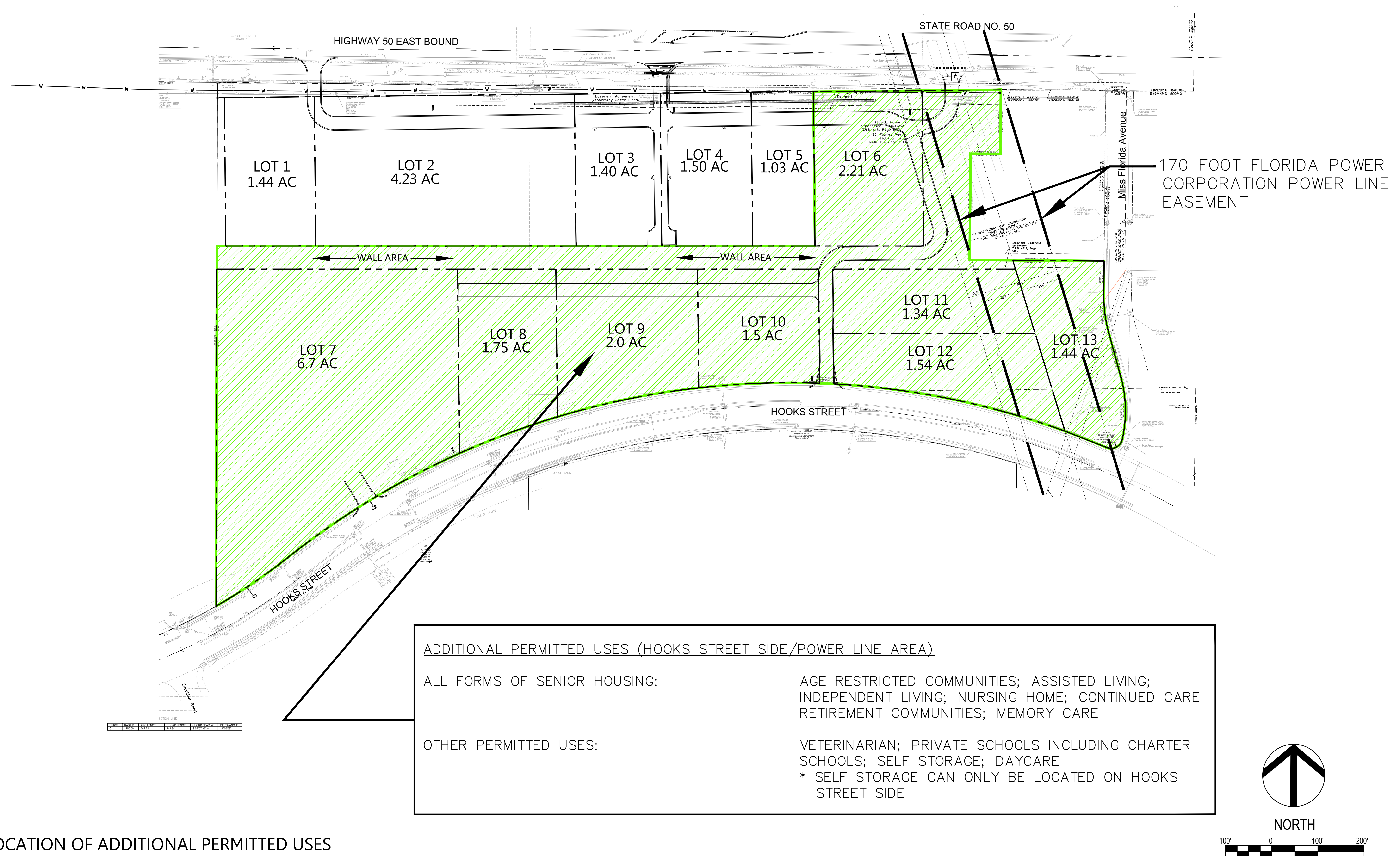
ROBERT ZIEGENFUSS, P.E., LEED AP
FL REG # 56752

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

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

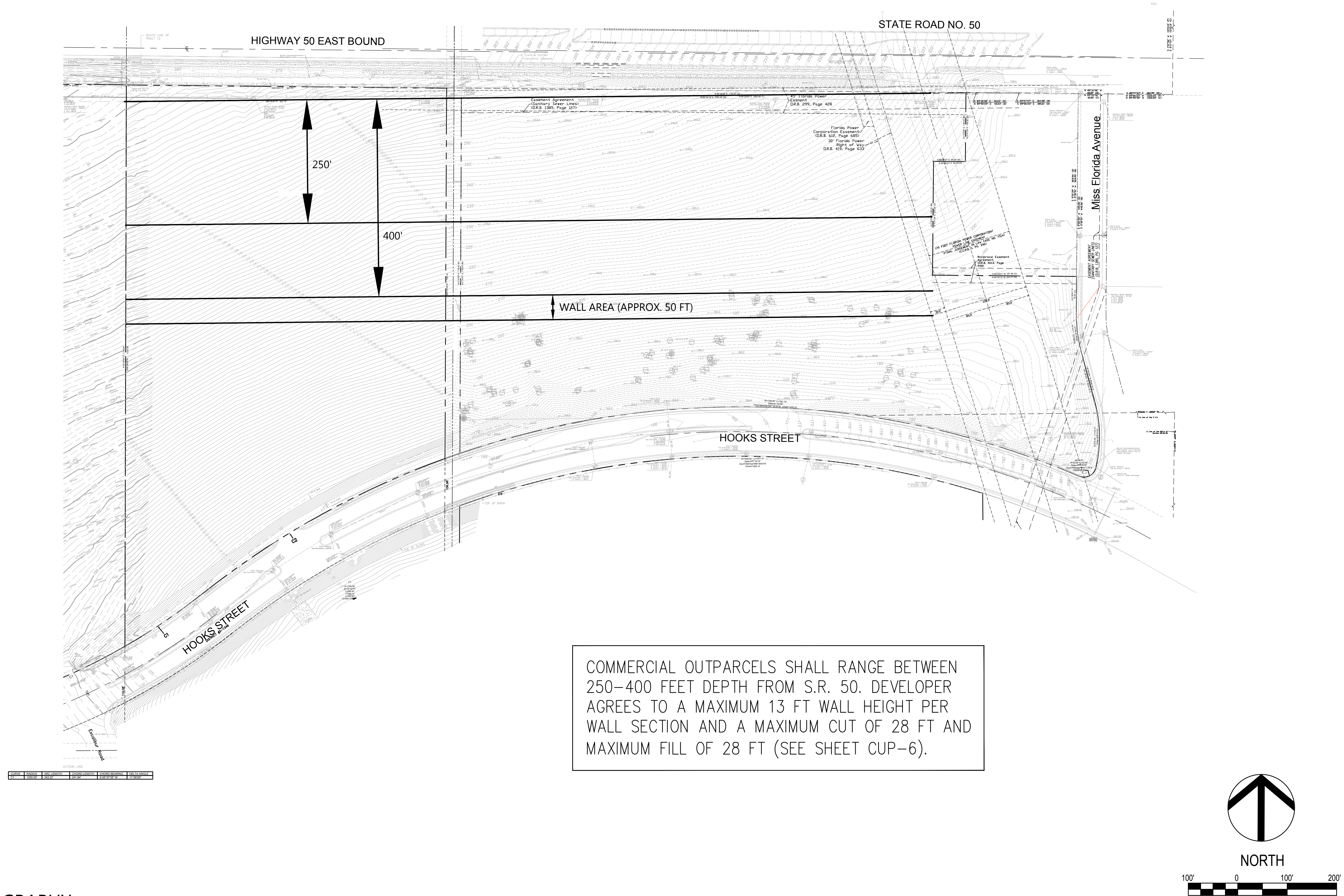
CUP-3
MASTER SITE
PLAN
PROJECT NO.: 2015.196

ADDITIONAL PERMITTED USES

[illegible]

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

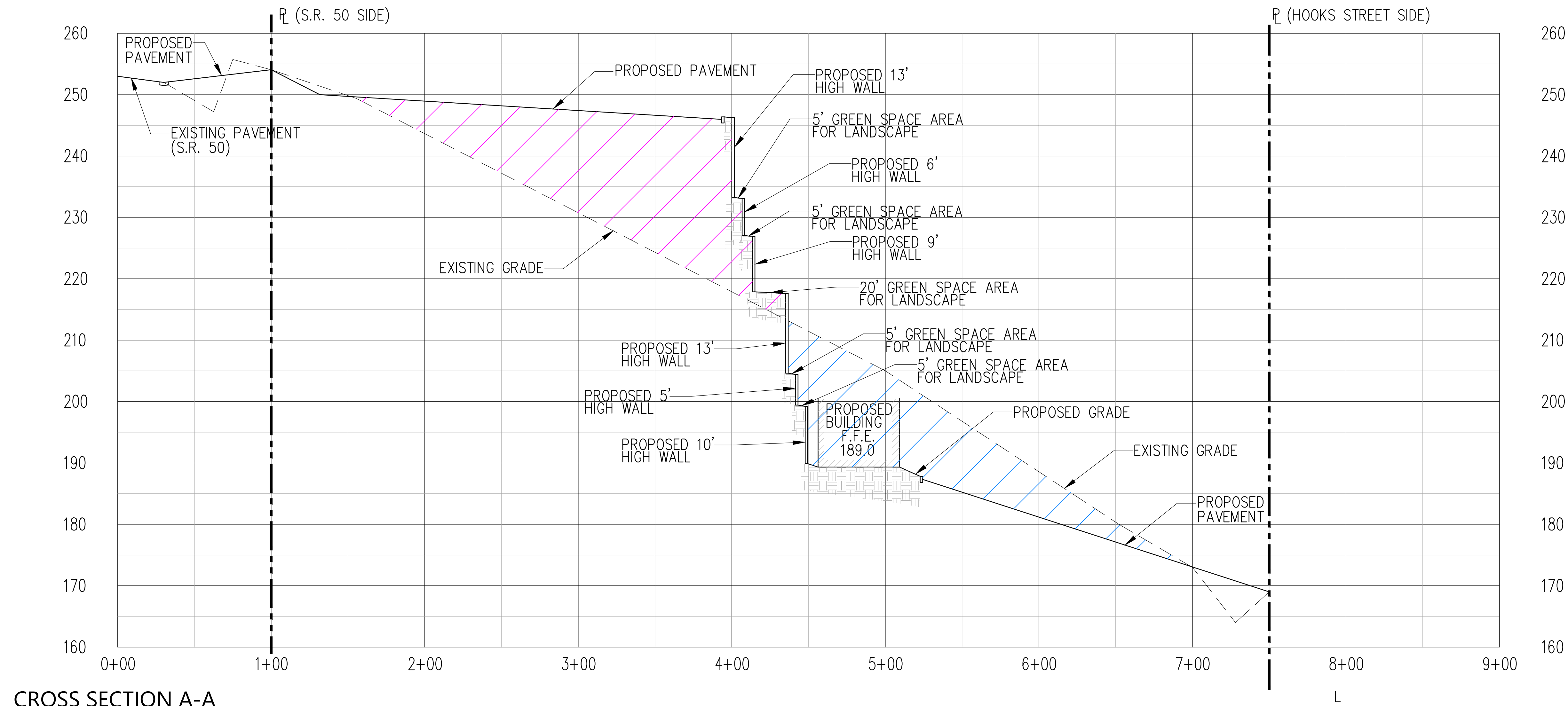
DATE: 08/01/16
DRAWN: SS
CHECKED: RZ
CUP-4
LOCATION OF
ADDITIONAL
PERMITTED USES
PROJECT NO.: 2015.196



PROJECT TOPOGRAPHY

REVISION	DATE	REVISION	DATE

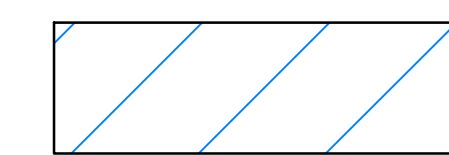
THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA



LEGEND



FILL NEEDED



CUT NEEDED

SAMPLE CROSS SECTION AT MAXIMUM CUT/FILL OF 28 FEET



CA 29354

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

DATE	REVISION	DATE	REVISION

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

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 2

He said he would like to build a porch in front of the building so that patrons could enjoy the view of the lake. He stated that there are 42 public parking spaces available, 21 on the street, and another 21 behind the restroom facility. He stated that he is the only business on the block and that the street parking is not utilized.

Chairman Jones asked if this issue had been addressed before. Mr Johnson said it was, when he came before the commission and wanted to have a banquet type facility.

Jackie Donatuccio, 3756 Fallscrest Circle said this project looks like something that is in Mascotte. She said it will not enhance the downtown area, and whatever goes in needs to be a little more family friendly. She stated that she no longer feels safe in Clermont, and wishes the downtown area would be more like Winter Garden.

Mr. Johnson said the building was built in 1925 and has served as many different things. It is a barn roofed building, and he wants to take it back to its original state. He wants the new building to look new, and the old part to look more rustic. He said that breweries are a big draw for many downtown areas. The brewery will service its patrons, and will not be a distribution brewery with trucks picking up product to be sold elsewhere.

Commissioner Proli asked if Mr. Johnson was from the Clermont area. He responded that he has been here for 25 years and his wife is 3rd generation.

She said there are many families and seniors here in Clermont and this doesn't fit in. She said it should be a restaurant and not a brewery.

Chairman Jones said it could be an asset for downtown.

Commissioner Smith said he has known Mr. Johnson for many years, and that all of his projects have been done very well.

Mr. Henschel explained that the question at hand was not if it can be a brewery, but rather if the building can be over 3,000 square feet in the Central Business District.

Commissioner Smith moved to approve the request, Commissioner Hubbard seconded the motion. The request was approved by a vote of 3-1 with Commissioner Proli voting against.

**2. REQUEST FOR AN AMENDMENT TO A PLANNED UNIT
DEVELOPMENT REZONING.**

APPLICANT: AC-Fulcrum

Planning Manager Henschel presented the staff report as follows:

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 3

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 324 multi-family units on the south 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 is proposing to give up the already approved 324 multi-family portion of the project in favor of developing this area as a senior housing or age restricted with 324 units. The applicant believes the multi-family apartments were a source of contention and by eliminating the use of the previously approved apartments will ease the concern of the other needed waivers that are being requested.

In order to develop the site as proposed, the applicant still needs waivers to the Planned Unit Development. These waivers are as follows:

1. 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 28 feet of fill, and up to a 28 foot cut in portions of the project area.
2. 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 5 “shopping center” signs to be a maximum height of 22 feet.
3. For the final amendment, the applicant is asking to amend the language for allowable uses on the site. The applicant would like to add uses of :

Veterinary use, self-storage use, assisted living facility, daycare, private and charter schools.

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 Highway 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.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 4

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 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 and taller monument sign heights requested by the applicant.

Chairman Jones opened the floor to the public.

Jackie Donatuccio, 3756 Fallscrest Circle said she is ashamed to be living in a development. She said that everything here is done for financial gain with no regard for the fact that developers are destroying the hills. She asked when the building is going to stop. She said she doesn't like the direction Clermont is going: too much traffic, more crime etc.

There being no one else who wished to speak, Chairman Jones closed the public portion.

Chairman Jones said the elevations that require 30 or 40 foot walls aren't compatible with what Clermont is. He said the severity of the terrain will cause the city to see if there isn't another way to develop this site. He said he finds it hard to support the request.

Commissioner Proli spoke about a website called “next door” where people complain about the growth here. She said that people are upset that developers are slaughtering our hills and spoiling our city.

Jonathan Moore, the applicant, said this is the third time he has come before the commission. He gave a synopsis of how he got to this point. He said the land is super hilly, and he offered to widen a landscape buffer to allow for trees to hide the 20 foot wall. He said you are going to find that if his request is approved the trees will cover the walls. He said the hills will remain and the walls will be covered up. He is requesting taller signs because the signage that was originally granted would not be seen behind the berm. He said he is getting rid of regular apartments, and instead having apartments for seniors. That will mean less traffic to the site and the surrounding area.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 5

Commissioner Proli asked if the wall will obstruct the view from the assisted living facility. Mr. Moore said that it would not. She then asked why he wants to put in a charter or private school which would add to the traffic on Hooks Street.

Commissioner Smith said this is the third time this has come before the commission, and staff has still not approved these plans. He said he doesn't see how it will work.

Mr. Hubbard said he is still against this development because the property is too steep.

Commissioner Jones said he loves the idea of building into a hill. He said there are ways to develop a piece like this, but it will be a much more painful process. More thought and imagination would allow the creation of a San Francisco type theme on this property. You could make it much more appealing than to develop this property to resemble other developments in the area. He suggested that it could be made into a one of a kind property and be a big draw.

Commissioner Proli moved to deny the request, seconded by Commissioner Hubbard. The vote was unanimous to deny approval.

There being no further business, the meeting was adjourned at 7:26 p.m.

Nick Jones, Chairman

ATTEST:

Jane C. McAllister – Planning Specialist



CITY OF CLERMONT
REZONING
APPLICATION

DATE: 3/28/17

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: 14 Acres SR 50, LLC

Address: 1701 Spring Lake Drive

City: Orlando State: FL Zip: 32804

Phone: _____ Fax: _____

Address of Subject Property: Clermont, FL 34711

Legal Description (include copy of survey): _____

Acreage: 14 Land Use: Vacant Commercial
(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 shown in Exhibit "A" attached. We are seeking to amend the previously approve PUD by removing the use of traditional apartments. This use has caused many concerns to the various city council members and we feel it is clear we should remove them entirely in trade for solving the much larger problem of tremendous grade changes on the parcel. We will retain the right to the various types of senior's housing, and include the additional uses of veterinary clinics, daycare, private and charter schools and self-storage facilities. 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 of these it will render the property undevelopable.

AC-Fulcrum
Jonathan Moore
Applicant Name (print)

X [Signature]
Applicant Name (signature)

14 AC 5150, 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. 34712-0219
(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. Malick

Print Name: LAUREN Y DETZEL

Charles E. Bosserman III
CHARLES E. BOSSERMAN, III

Print Name: Brian M. Malick

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: _____

Lauren Y. Detzel
Print Name:

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: 8/2/2014

STATE OF FLORIDA
COUNTY OF ORANGE

NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD982337
EXPIRES 8/2/2014
BONDED THRU 1-888-NOTARY1

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: _____

Lauren Y. Detzel
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

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. 2017-24

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

Amendment to a Planned Unit Development

A public meeting to consider the request will be held before the City Council on Tuesday, June 13, 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.

Denise Noak
Acting City Clerk

Daily Commercial
May 30, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Resolution No. 2017-28		
Requested Action		
Recommend to approve Resolution No. 2017-28		
Staff Report		
On April 11, staff presented a financing plan to fund the construction of the following master plan projects: Victory Pointe, Boat Ramp Relocation, Downtown Waterfront District Revitalization, Legacy Loop Trail Spur and Public Wi-Fi Network. The plan provided for the use of approved grants, reserves and a bank loan up to the amount of \$24 million. On May 5, the City received loan proposals (see attached summary of proposals) from BBVA Compass, Capital One, Fifth Third Bank and Pinnacle Public Finance through a solicitation process managed by the city's financial advisory firm, Public Financial Management (PFM). After a detailed analysis of the proposals, PFM has recommended the City accept the loan proposal from Pinnacle Public Finance providing for a fixed interest rate of 2.63% for fifteen years. Considering the favorable loan terms provided by Pinnacle, staff directed PFM to determine if Pinnacle would increase the loan amount to \$30 million. The additional loan amount would provide financing for the City limits signage and the construction of a new Public Works Complex (see attached funding plan). On June 2, Pinnacle agreed to increase the loan amount to \$30 million based on the same terms included in their original proposal. At the \$30 million loan amount, the average annual debt service amount will be approximately \$2.4 million starting with the first payment in December 2017 (see attached loan analysis). The Infrastructure Sales Tax, Recreation Impact Fees, Stormwater Fees and Sanitation Fees will be used to pay the debt service.		
Additional Analysis		
Fiscal Impact Summary		
All budgetary accounts impacted by this financing will be included in the quarterly budget amendment resolution scheduled for approval at the June 27 meeting.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2017-28	2017-28 Master Plan Bond Resolution.docx	
2. Master Plan Loan Proposals Summary	Bank Loan RFP Summary (2017) - City of Clermont FL.pdf	

- | | | |
|----|-----------------------------------|---|
| 3. | Master Plan Projects Funding Plan | Master Plan Projects Funding Plan.pdf |
| 4. | Master Plan Loan Analysis | Clermont - Master Plan Cap Projects Rev Note Series 2017 FINAL
NUMBERS.pdf |

CITY OF CLERMONT
RESOLUTION NO. 2017-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 MASTER PLAN CAPITAL PROJECTS REVENUE NOTE, SERIES 2017 TO FINANCE ALL OR A PART OF THE COSTS OF CERTAIN MASTER PLAN CAPITAL PROJECTS DESCRIBED HEREIN AND TO PAY RELATED CLOSING COSTS; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1 - Authority for this Resolution.

This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Clermont, Florida and other applicable provisions of law (collectively, the "Act").

Section 2 - Definitions.

All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Authorized City Officer" for the performance on the behalf of the City of any act of the City or the execution of any instrument on behalf of the City shall mean any person authorized by resolution or certificate of the City to perform such act or sign such document.

"Business Day" shall mean any day except any (i) Saturday or Sunday, (ii) day on which the Principal Office of the Original Purchaser is lawfully closed (solely during such time as the Original Purchaser owns the 2017 Note or any interest therein) or (iii) day on which commercial banks are required or authorized to be closed in the State.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the City.

"City Clerk" shall mean the City Clerk or any assistant or deputy City Clerk of the City.

"City Council" shall mean the City Council of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Costs" when used in connection with the Project, shall mean costs of the Project paid by the City on or after February 24, 2017, which are permissible uses of the Pledged Revenues consisting of (i) the City's costs of physical construction, (ii) costs of acquisition by or for the City of the Project, (iii) costs of land and interest therein and the costs of the City incidental to such acquisition, (iv) the cost of any indemnity and surety bonds and premiums for insurance during construction, (v) all interest due to be paid on the 2017 Note during the construction period of the Project and for a reasonable period thereafter, (vi) engineering, legal and other consultant fees and expenses, (vii) costs and expenses incidental to the issuance of the 2017 Note, (viii) costs of machinery, furnishings or equipment required by the City for the commencement of operation of the Project and (ix) any other costs properly attributable to the issuance of the 2017 Note and such construction or acquisition, as determined by generally accepted accounting principles and may include reimbursement to the City of any such items of Costs heretofore paid by the City on or after February 24, 2017.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the 2017 Note pursuant to Section 10 hereof.

"Finance Director" shall mean the Finance Director of the City, or his designee.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"City" shall mean the City of Clermont, Florida, a municipal corporation of the State of Florida.

"2017 Maturity Date" shall mean December 1, 2032.

"Mayor" shall mean the Mayor of the City, or his designee. The Mayor is authorized, but is not bound, to designate the City Administrator and/or the Finance Director to execute certificates, agreements and all other documents in connection with the issuance of the 2017 Note.

"Non-Ad Valorem Revenues" shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property.

"2017 Note" shall mean the City's Master Plan Capital Projects Revenue Note, Series 2017 authorized by Section 4 hereof.

"Note Counsel" shall mean Foley & Lardner LLP, or other nationally recognized bond counsel firm.

"Original Purchaser" shall mean Pinnacle Public Finance, Inc., and its successors and assigns.

"Owner" or *"Owners"* shall mean the Person or Persons in whose name or names the 2017 Note shall be registered on the books of the City kept for that purpose in accordance with provisions of this Resolution.

"Permitted Lender" shall mean any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or other financial institution and their affiliates.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund, including any earnings thereon, and any proceeds of the 2017 Note on deposit in the Project Fund as provided herein.

"Principal Office" shall mean with respect to the Original Purchaser, the office located at 8377 East Hartford Drive, Suite 115, Scottsdale, Arizona 85255, or such other office as the Original Purchaser may designate to the City in writing.

"Project" shall mean the Master Plan capital projects described in Exhibit A hereto.

"Project Fund" shall mean Project Fund established with respect to the 2017 Note pursuant to Section 11 hereof.

"Resolution" shall mean this Resolution, pursuant to which the 2017 Note is authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

Section 3 - Findings.

(A) For the benefit of its citizens, the City finds, determines and declares that it is beneficial for the continued preservation of the welfare and convenience of the City and its citizens to finance the costs of the Project.

(B) Debt service on the 2017 Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the 2017 Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The City shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the 2017 Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The 2017 Note shall not constitute a lien on any property owned by or situated within the city limits of the City other than the Pledged Revenues.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the City, in amounts sufficient to provide for the payment of the principal of and interest on the 2017 Note and all other payment obligations hereunder.

(E) The City, after soliciting proposals in response to a request for loan proposals distributed by the City on April 21, 2017 for financing the costs of the Project, and receiving multiple responses complying with the structure described in such request, has selected the Original Purchaser to purchase the 2017 Note.

Section 4 - Authorization of the 2017 Note and Project.

Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Clermont, Florida Master Plan Capital Projects Revenue Note, Series 2017" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$30,000,000 for the purpose of financing all or a part of the costs of the Project, and paying the costs of issuing the 2017 Note. The use of the proceeds of the 2017 Note as heretofore described is authorized. The Project is also hereby authorized.

Because of the characteristics of the 2017 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the 2017 Note, it is in the best interest of the City to accept the offer of the Original Purchaser to purchase the 2017 Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the 2017 Note, the City shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit C and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit D.

Section 5 - This Resolution to Constitute Contract.

In consideration of the acceptance of the 2017 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and such Owner.

Section 6 - Description of the 2017 Note.

The 2017 Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the City and the Original Purchaser, subject to the following terms:

- (A) 2017 Interest Rate. The 2017 Note shall have a fixed interest rate equal to 2.63% per annum calculated on a 30/360-day basis, subject to adjustment as provided in the 2017 Note.
- (B) 2017 Principal and Interest Payment Dates. Interest on the 2017 Note shall be paid semi-annually on each June 1 and December 1, commencing December 1, 2017. Principal on the
- (C) Prepayment of the 2017 Note. The 2017 Note shall be subject to prepayment as described
- (D) Form of the 2017 Note. The 2017 Note is to be in substantially the form set forth in Exhibit B attached
- (E) Original Denomination of the 2017 Note. The 2017 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.
- (F) Maximum Average Annual Debt Service. The maximum average annual debt service on the 2017

Section 7 - Execution and Delivery of the 2017 Note.

The 2017 Note shall be executed in the name of the City by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the City or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the City who shall have signed or sealed the 2017 Note shall cease to be such officer or officers of the City before the 2017 Note so signed and sealed shall have been actually sold and delivered, such 2017 Note may nevertheless be sold and delivered as if the persons who signed or sealed such 2017 Note had not ceased to hold such offices. The 2017 Note may be signed and sealed on behalf of the City by such person who at the actual time of the execution of such 2017 Note shall hold the proper office, although at the date of such execution of the 2017 Note such person may not have held such office or may not have been so authorized.

Section 8 - Registration and Exchange of the 2017 Note; Persons Treated as Owner.

The 2017 Note is initially registered to the Original Purchaser. The 2017 Note shall be delivered in physical form and will not be assigned a CUSIP number. So long as the 2017 Note shall remain unpaid, the City will keep books for the registration and transfer of the 2017 Note. The 2017 Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers, in whole or in part, or enter into participation agreements or securitization transactions with respect to the 2017 Note; provided, however, such transfers shall be only to Permitted Lenders and the 2017 Note may not be transferred in a denomination of less than \$500,000 (or the total principal amount outstanding thereunder if less than \$500,000).

The Person in whose name the 2017 Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such 2017 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2017 Note to the extent of the sum or sums so paid.

Section 9 - Payment of Principal and Interest; Limited Obligation.

The City promises that it will promptly pay, by wire transfer of funds pursuant to instructions provided to the City by the Owners, the principal of and interest and other amounts due on the 2017 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The 2017 Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The 2017 Note shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the 2017 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such 2017 Note, or be entitled to payment of such 2017 Note from any funds of the City except from the Pledged Revenues as described herein.

Section 10 - Covenant to Budget and Appropriate.

- (A) Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the 2017 Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have

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been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 20 hereof),

nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the 2017 Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the 2017 Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the 2017 Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the City.

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There is hereby created and established the "City of Clermont, Florida Master Plan Capital Projects Revenue Note, Series 2017 Debt Service Fund," which fund shall be a trust fund held by the Finance Director, which shall be held solely for the benefit of the Owner of the 2017 Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The City may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the 2017 Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the City the duties of the City in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the City and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the 2017 Note.

Section 11 - Application of Proceeds of 2017 Note.

The proceeds received from the sale of the 2017 Note shall be applied by the City simultaneously with the delivery of the 2017 Note to the Original Purchaser, as follows:

- (A) To the extent not reimbursed therefor by the Original Purchaser of the 2017 Note, the City shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2017 Note; and
- (B) Remaining proceeds shall be deposited in the Project Fund (as hereinafter created).

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The City covenants and agrees to establish a special fund to be designated "City of Clermont, Florida Master Plan Capital Projects Revenue Note, Series 2017, Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the City for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the 2017 Note. Costs of the Project will be paid from the Project Fund.

The City covenants that the acquisition, construction and equipping of the Project will be completed without delay and in accordance with sound engineering practices. The City shall make disbursements or payments from the Project Fund

to pay the Costs of the Project upon the filing with the City Clerk of documents and/or certificates signed by an Authorized City Officer stating with respect to each disbursement or payment to be made: (i) the item number of the payment, (ii) the name and address of the payee to whom payment is due, (iii) the amount to be paid, (iv) the purpose by general classification for which payment is to be made and (v) that (A) each obligation item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Costs of Project and is a proper charge against the Project Fund and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the City, is a reimbursement of the part of the Costs of the Project, is a proper charge against the Project Fund, has not been theretofore reimbursed to the City or otherwise been the basis of any previous disbursement or payment and the City is entitled to reimbursement thereof. The City Clerk shall retain all such documents and/or certificates of the Authorized City Officers for seven (7) years from the dates of such documents and/or certificates. The City Clerk shall make available the documents and/or certificates at all reasonable times for inspection by the Owner or the agent or representative of the Owner. The City shall provide to the Owner a quarterly accounting of the application of proceeds deposited in the Project Fund during the construction period, commencing with the calendar quarter ending June 30, 2017.

The date of completion of the Project shall be determined by an Authorized City

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Section 12 - Permitted Investments.

Moneys on deposit in the Project Fund and Debt Service Fund may be invested in accordance with the City's Investment Policy approved pursuant to Resolution No. 2015-14 adopted by the City Council on March 24, 2015, as such Investment Policy may be amended from time to time by resolution of the City Council.

Section 13 - Tax Covenant.

- (A) The City hereby covenants with the Owners of the 2017 Note that in order to maintain the ex
- (B) The City hereby covenants with the Owners of the 2017 Note that it shall make any and all payments required to be made to the United States Department of the Treasury in cor
- (C) So long as necessary in order to maintain the exclusion from gross income of

Section 14. - Audit, Budget and Other Information.

The City will furnish to the Owners (i) within 210 days of the end of each Fiscal Year, a comprehensive annual financial report of the City for such Fiscal Year which shall include a balance sheet as of the end of such fiscal year, audited without scope limitations by independent certified public accountants, (ii) within 30 days of such adoption the annual budget of the City for the upcoming Fiscal Year, a copy of such annual budget, and (iii) upon the written request of the

Owners such other information as the Owners may require. Reports shall be prepared in accordance with generally accepted accounting principles and provided to the Owners without charge.

Section 15 - Amendment.

This Resolution shall not be modified or amended in any respect subsequent to the issuance of the 2017 Note, except with the written consent of the Owners of at least 66 2/3% in outstanding principal amount of the 2017 Note.

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Section 16 - Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the 2017 Note is intended or shall be construed to give to any person other than the City and the Owners any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained. This Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owners.

Section 17 - 2017 Note Mutilated, Destroyed, Stolen or Lost.

In case the 2017 Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver new 2017 Note of like tenor as the 2017 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated 2017 Note, or in lieu of and in substitution for the 2017 Note destroyed, stolen or lost and upon the Owner furnishing the City proof of ownership thereof and indemnity reasonably satisfactory to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The 2017 Note so surrendered shall be canceled.

Section 18 - Impairment of Contract.

The City covenants with the Owners of the 2017 Note that it will not, without the written consent of the Owner of at least 66 2/3% in outstanding principal amount of the 2017 Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the 2017 Note hereunder.

Section 19 - Events of Default; Remedies of the Owner of the 2017 Note.

The following shall constitute "Events of Default": (i) if the City fails to pay any payment of principal of or interest on the 2017 Note or other debt payable from any Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the City defaults in the performance or observance of any covenant or agreement contained in this Resolution or the 2017 Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof or from the date when the City was required under the immediately succeeding paragraph to provide notice thereof to the Owner of the 2017 Note; (iii) filing of a petition by or against the City relating

to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days undismissed or undischarged or (iv) one or more non-appealable judgments in an amount in the aggregate in excess of \$5,000,000 shall be entered or filed against the City and remain unvacated, unpaid, unbonded or unstayed for a period of sixty (60) days and an Owner deems such an occurrence to be an Event of Default.

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Upon the occurrence and during the continuation of any Event of Default, the Owners of the 2017 Note may, in addition to any other remedies set forth in this Resolution or the 2017 Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the City. Upon the occurrence of any Event of Default, upon the direction of the Owners of the 2017 Note, all amounts in the Project Fund shall promptly be applied to repayment of principal and interest and other amounts due on the 2017 Note.

No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

No delay or omission of the Owners to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Resolution to the Owners may be exercised from time to time and as often as may be deemed expedient.

The City shall reimburse the Owners (and their agents) for all reasonable legal and collection costs incurred in the exercise of remedies hereunder, to collect payments due under the 2017 Note or to enforce the provisions of this Resolution.

Section 20 - Anti-Dilution Test.

The City may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year (as reflected in the City's audited financial statements) were at least 1.25 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues including the the additional debt to be issued (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(A) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

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(B) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness

shall be

Section 21 - Severability.

If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the 2017 Note issued thereunder.

Section 22 - Business Days.

In any case where the due date of interest on or principal of 2017 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owners.

Section 23 - Applicable Provisions of Law.

This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 24 - Rules of Interpretation.

Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 25 - Captions.

The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

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Section 26 - Members of the City Council Not Liable.

No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any person executing the 2017 Note shall be liable personally on the 2017 Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the 2017 Note or this Resolution.

Section 27 - Authorizations.

The members of the City Council, the Mayor, the Finance Director and the City's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the 2017 Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Original Purchaser to effectuate the sale of the 2017 Note. All action taken to date by the members of the City Council, the Mayor, the Finance Director and the City's officers, attorneys and other agents and employees in furtherance of the issuance of the 2017 Note is hereby approved, confirmed and ratified.

Section 28 - Superseding of Inconsistent Resolutions.

This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

Section 29 - Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 13th day of June, 2017.

**CITY COUNCIL OF THE CITY OF THE
CITY OF CLERMONT**

(OFFICIAL SEAL)

By: _____
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to Form:

Daniel F. Mantzaris, City Attorney

EXHIBIT A**PROJECT DESCRIPTION**

The Project consists of the acquisition, construction, equipping and/or installation of the following Master Plan capital projects:

Victory Pointe - Victory Pointe is a regional stormwater project with a unique wetland filter marsh. It also has boardwalks, trails, a new event area, a pavilion and triathlon beach.

Boat Ramp Relocation – In connection with the Victory Pointe project, the existing antiquated boat ramp will be improved and relocated. The improved boat ramp will provide for additional parking, safer and reduced trail crossing, improved lighting and improved vehicle-trailer stacking. The new boat ramp will be located on the western bank of Lake Minneola, adjacent to Lake Hiawatha Park.

Downtown Waterfront District Revitalization - The Downtown Waterfront District area includes Montrose Street, Minneola Street and Osceola Street between 7th and 8th. The proposed improvements will consist of streetscape, landscaping, bathrooms, lighting, upgrades for event lighting and music, banners and beautification. A focal point will be created at City Hall Park to anchor downtown visitors, creating a destination and meeting point in the heart of downtown Clermont. The improvements will include a refurbished park at the 8th Street Pier named “Meet us in the Middle” Plaza. This plaza will be the demarcation and celebration of the half-way point of the Coast-to-Coast Trail.

Legacy Loop Trail Spur - The Legacy loop and smaller connectivity projects will encourage trail users to travel through downtown from the heavily utilized South Lake Trail. The path of the loop is proposed to run along Minneola Avenue from 7th street to West of Victory Pointe. The first leg of the loop is between 7th and 8th on the North side of Minneola.

Public Wi-Fi Network - Construction of a public Wi-Fi- network along the Clermont city limits of the Coast-to-Coast Trail (South Lake Trail). This project will allow for safer and more accurate navigation of the Coast-to-Coast Trail.

Public Works Complex – Construction of a new Public Works Complex, including land purchase. The City has outgrown the current complex which was built in 1989. The new complex is anticipated to be approximately 40,000 square feet and will house the City's Fleet, Facilities, Ground and Streets maintenance operations.

City Limits Entryway Signs – The network of signs will identify the City's boundaries, differentiating the City from unincorporated areas, create a destination and magnify the City's brand of "Choice of Champions."

EXHIBIT B

FORM OF 2017 NOTE

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF CLERMONT
MASTER PLAN CAPITAL PROJECTS REVENUE NOTE
SERIES 2017**

Dated Date: June __, 2017 **Interest Rate:** 2.63%, **Maturity Date:** December 1, 2032
subject to adjustment
as provided herein

KNOW ALL MEN BY THESE PRESENTS that the City of Clermont (the "City"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Pinnacle Public Finance, Inc., or registered assigns (hereinafter, the "Owner"), the principal sum of \$_____, on the Maturity Date set forth above, except to the extent earlier prepaid, upon presentation and surrender hereof to the City, and to pay interest on the outstanding principal balance hereof at the "Interest Rate" described above and herein, calculated on a 30/360-day basis, on each June 1 and December 1, commencing on December 1, 2017, provided, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law.

Upon the occurrence of an Event of Taxability (defined below) resulting from an act or omission of the City and following a Determination of Taxability (defined below), this Note or the affected portions thereof will bear interest at a rate of interest per annum from the date of the Event of Taxability (defined below) relating thereto equal to 4.05% per annum (the "Taxable Rate"). "Determination of Taxability" means (i) receipt by the City of a final judgment by a court of competent jurisdiction or a final official action of the Internal Revenue Service determining that an Event of Taxability has occurred, (ii) receipt by the City and the Owner of an unqualified opinion of a nationally recognized bond counsel firm selected by the Owner to the effect that the interest on this Note has become includable in the gross income of the Owner, or (iii) at such time as the City and the Owner have mutually agreed that an Event of Taxability has occurred (the date of the Determination of Taxability, the "Taxable Date"). "Event of Taxability" means the circumstance of any interest paid or payable with respect to this Note being includable or becoming includable in the gross income of the Owner for federal income tax purposes. In addition to the payments of interest on this Note at the Taxable Rate on and after the Taxable Date, the City hereby agrees to pay to the Owner, within 30 days of the occurrence of a Determination of Taxability, (A) an amount equal to the difference between (x) the amount of interest actually paid on this Note during the Prior Taxable Period and (y) the amount of interest that would have been paid on this Note during the Prior Taxable Period had this Note borne interest at the Taxable Rate plus (B) an amount equal to all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest on this Note due and through the Taxable Date) that are imposed on the interest on this Note or the Owner as a result of the loss of the exclusion. "Prior Taxable

Period” means, with respect to this Note, the period which elapses from the earliest date on which the interest on this Note is includable in the gross income of the holder thereof (which may be as early as the Dated Date) to the Taxable Date.

In the event any principal of or interest on this Note is not paid when due and payable, this Note shall bear interest at the Default Rate. “Default Rate” means the rate per annum equal to the lesser of (i) 6.00% or, if an Event of Taxability resulting from an act or omission of the City has occurred, 7.00%, or (ii) the maximum rate of interest permitted by law, in either case, from the date any principal of or interest on this Note has not been paid when due and payable until such principal or interest has been paid.

All payments by the City pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

Unless earlier prepaid, the principal amount of this Note shall be prepaid pursuant to mandatory sinking fund prepayments, without prior notice to the Owner, in the following Amortization Amounts on the following dates:

<u>Dates</u>	<u>Amortization Amounts</u>
12/01/2018	
12/01/2019	
12/01/2020	
12/01/2021	
12/01/2022	
12/01/2023	
12/01/2024	
12/01/2025	
12/01/2026	
12/01/2027	
12/01/2028	
12/01/2029	
12/01/2030	
12/01/2031	
12/01/2032*	

*Maturity

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

Except as provided in the next succeeding paragraph, this Note may not be prepaid and redeemed at the option of the City prior to December 1, 2022. On and after December 1, 2022, the City may prepay and redeem this Note in whole but not in part at any time upon five Business Days' prior written notice to the Owner at a redemption price equal to the principal amount of this Note to be prepaid, plus accrued interest thereon to the prepayment date. Such prepayment notice shall specify the amount of the prepayment which is to be made.

On and prior to June __, 2019, the City shall have one-time extraordinary prepayment option and may prepay and redeem this Note in part, in a principal amount not to exceed \$3 million, at any time upon five Business Days' prior written notice to the Owner at a redemption price equal to the principal amount of this Note to be prepaid, plus accrued interest thereon to the prepayment date. Such prepayment notice shall specify the prepaid amount of prepayment which is to be made.

Notwithstanding anything herein or in the Resolution to the contrary, the Owner shall not be required to (i) surrender or cancel this Note until it has received all amounts owing and due thereunder and under the Resolution, or (ii) surrender this Note for prepayment or principal installment payments.

A partial prepayment resulting from an extraordinary optional prepayment of this Note as described above shall be applied and credited to the unpaid Amortization Amounts specified above (including the Amortization Amount payable on the Maturity Date) payable pursuant to the mandatory sinking fund prepayments required hereunder on a pro rata basis treating each Amortization Amount as a maturity. In the event that the entire unpaid balance of the principal of this Note is to be prepaid, such prepayment shall be made upon presentation and surrender of this Note at the office of the Owner. If on the prepayment date moneys for the payment of the principal amount to be prepaid on this Note, together with interest to the prepayment date on such principal amount shall have been paid to the Owner as above provided and if notice of prepayment shall have been given to the Owner as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such principal amount of this Note shall continue to bear interest until payment thereof at the rate or rates provided for herein.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City and other applicable provisions of law, and a resolution duly adopted by the City on June __, 2017, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the City and, a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the City and in the manner provided in the Resolution.

The City to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

No official, agent or employee of the City approving or executing this Note shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance of this Note.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Clermont, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form by its City Attorney, either manually or with their facsimile signatures, and the corporate seal of the City, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF CLERMONT, FLORIDA

(OFFICIAL SEAL)

By: _____
Gail L. Ash, Mayor

**ATTESTED AND
COUNTERSIGNED:**

Approved as to Form:

Tracy Ackroyd Howe, City Clerk

Daniel F. Mantzaris, City Attorney

EXHIBIT C

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Pinnacle Public Finance, Inc. (the "Purchaser") has not required the City of Clermont, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance by the City of its \$_____ Master Plan Capital Projects Revenue Note, Series 2017 (the "2017 Note"). No inference should be drawn that the Purchaser, in the acceptance of said 2017 Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney, _____ (the "City Attorney"). Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Council of the City on June ___, 2017 (the "Resolution").

We are aware that purchase of the 2017 Note involves various risks, that the 2017 Note is not a general obligation of the City or payable from ad valorem tax revenues, and that the payment of the 2017 Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the 2017 Note and can bear the economic risk of our purchase of the 2017 Note.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered, in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the 2017 Note for our own loan portfolio and not with a present view to a resale or other distribution to the public. We understand that the 2017 Note may be transferred in whole or in part; provided, however, we understand that the 2017 Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the 2017 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are directly or indirectly controlled by BankUnited, National Association, a national banking association..

DATED this __ day of June, 2017.

PINNACLE PUBLIC FINANCE, INC.

By:_____

Name: Cathleen D. Jimenez

Title: Managing Director/Executive Vice
President

EXHIBIT D

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with City of Clermont, Florida (the "City") for the private purchase of its \$_____ Master Plan Capital Projects Revenue Note, Series 2017 (the "2017 Note"). Prior to the award of the 2017 Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the 2017 Note (such fees and expenses to be paid by the Purchaser):

\$7,500

Chapman and Cutler LLP, Purchaser's Counsel
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the 2017 Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the 2017 Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

Unless earlier prepaid, the 2017 Note is expected to be repaid by December 1, 2032; at an interest rate of 2.63%, total interest paid over the life of the 2017 Note is estimated to be \$_____.

The 2017 Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in a resolution of the City adopted on June ___, 2017 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the 2017 Note is estimated to result in an annual average of approximately \$_____ of revenues of the City not being

available to finance the services of the City during the life of the 2017 Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this ____ day of June, 2017.

PINNACLE PUBLIC FINANCE, INC.

By: _____
Name: Cathleen D. Jimenez
Title: Managing Director/Executive Vice
President



City of Clermont, Florida

Master Plan Capital Projects Revenue Note, Series 2017

Bank Loan RFP Summary

Proposal Requirements	BBVA Compass	Capital One	Fifth Third Bank	Pinnacle Public Finance
Contact Information	Josh Johnson, Vice President 5500 SW College Road Ocala, Florida (352) 342-1050 josh.johnson@bbva.com	Jacqueline Bretz, Vice President 275 Broadhollow Road Melville, NY 11747 (631) 457-9582 jaci.bretz@capitalone.com	Nimit Kapoor, Vice President 200 E. Robinson Street Orlando, Florida 32801 (407) 999-3036 nimit.kapoor@53.com	Blair Swain, Senior Vice President 8377 E. Hartford Drive, Suite 115 Scottsdale, Arizona 85255 (480) 419-3634 bswain@ppf-inc.com
Not to Exceed Par Amount	\$24,000,000	\$24,000,000	\$24,000,000	\$24,000,000
Final Maturity	12/1/2032	12/1/2032	12/1/2032	12/1/2032
Tax-Exempt Interest Rate	<u>Level Debt Service</u> Indicative: 2.86% <u>Deferred Debt Service</u> Indicative: 2.91%	<u>Level Debt Service</u> Fixed: 3.15% <u>Deferred Debt Service</u> Fixed: 3.25%	<u>Both Structures</u> Indicative: 2.68%	<u>Level Debt Service</u> Fixed: 2.63% <u>Deferred Debt Service</u> Fixed: 2.89%
Rate Locked to Closing, or Date to be set	Rates are indicative and subject to change. Actual rate will be determined upon formal selection and will be held for 60 days	Rates are locked until closing, assuming loan closes by June 15, 2017	Rate is indicative and based on current underlying rates. Actual rate will be fixed at funding or locked upon the execution of a forward rate lock contract. Rate may be held upon notification of selection	Rates are valid through June 20, 2017
Interest Rate Adjustments	Subject to gross-up in the event of taxability based on the action or inaction of the City	None	Subject to gross-up at any time in the event of a change in the corporate tax rate and subject to gross-up upon in the event of taxability for any reason	Subject to gross-up in the event of taxability based on the action or inaction of the City
Prepayment Options	Subject to make whole provision. Upon receipt of Grant Proceeds, \$3,200,000 will be used to prepay the outstanding principal balance	No call until 12/1/2024, then in whole at par on any interest payment date	No prepayment penalties	Prepayable in whole, but not in part, at par beginning December 1, 2024. Lender will allow a one-time Extraordinary Prepayment Option as described in the RFP
Legal/Other Fees	\$7,500	\$0	\$5,500	\$7,500
Other Conditions & Notes	1) Term Sheet expires June 15, 2017 2) Must provide annual audited financial statements within 180 days of fiscal year end, annual budget within 30 days of beginning of fiscal year, and Non-Ad Valorem tax Revenue Calculation within 18- days of fiscal year end	1) Term Sheet expires if not accepted by May 12, 2017 2) Loan must close by July 15, 2017 3) Must provide annual audited financial statements within 270 days of the fiscal year end 4) Subject to final credit approval	1) Must provide annual audited financial statements within 180 days of the fiscal year end, and annual budget within 30 days of adoption	1) Proposal is subject to final credit approval by Pinnacle's parent BankUnited 2) Must provide annual audited financial statements within 210 days of the fiscal year end and other reasonably requested information 3) Lender prefers the proceeds be deposited into an escrow to manage disbursements during the construction phase 4) Default rate will equal 6% and 7% if also deemed taxable

City of Clermont
Master Plan Projects Funding Plan
June 5, 2017

<u>Project</u>	<u>Total</u>	<u>Grants</u>	<u>Reserves</u>	<u>Property Sales</u>	<u>Loan</u>
Victory Pointe	\$9,750,367	\$3,795,090			\$5,955,277
Boat Ramp Relocation	\$1,900,000		\$1,000,000		\$900,000
Downtown Waterfront District	\$11,000,000				\$11,000,000
Legacy Loop Trail Spur	\$1,900,000				\$1,900,000
Public Wi-Fi Network	\$750,000				\$750,000
City Limits Signage	\$550,000				\$550,000
Public Works Complex	<u>\$12,838,723</u>	<u></u>	<u>\$1,500,000</u>	<u>\$2,450,000</u>	<u>\$8,888,723</u>
Total	<u>\$38,689,090</u>	<u>\$3,795,090</u>	<u>\$2,500,000</u>	<u>\$2,450,000</u>	<u>\$29,944,000</u>

SOURCES AND USES OF FUNDS

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Dated Date	06/19/2017
Delivery Date	06/19/2017

Sources:

Bond Proceeds:	
Par Amount	30,000,000.00
	30,000,000.00

Uses:

Project Fund Deposits:	
Project Fund	29,944,000.00
 Delivery Date Expenses:	
Cost of Issuance	56,000.00
	30,000,000.00

BOND SUMMARY STATISTICS

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Dated Date	06/19/2017
Delivery Date	06/19/2017
First Coupon	12/01/2017
Last Maturity	12/01/2032

Arbitrage Yield	2.630099%
True Interest Cost (TIC)	2.630099%
Net Interest Cost (NIC)	2.630000%
All-In TIC	2.654300%
Average Coupon	2.630000%

Average Life (years)	8.933
Duration of Issue (years)	7.825

Par Amount	30,000,000.00
Bond Proceeds	30,000,000.00
Total Interest	7,048,347.40
Net Interest	7,048,347.40
Total Debt Service	37,048,347.40
Maximum Annual Debt Service	2,446,699.20
Average Annual Debt Service	2,397,951.29

Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount

Bid Price	100.000000
-----------	------------

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	30,000,000.00	100.000	2.630%	8.933	23,256.20
	30,000,000.00			8.933	23,256.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	30,000,000.00	30,000,000.00	30,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-56,000.00	
- Other Amounts			
Target Value	30,000,000.00	29,944,000.00	30,000,000.00
Target Date	06/19/2017	06/19/2017	06/19/2017
Yield	2.630099%	2.654300%	2.630099%

BOND PRICING

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	12/01/2018	1,657,000	2.630%	2.630%	100.000
	12/01/2019	1,701,000	2.630%	2.630%	100.000
	12/01/2020	1,746,000	2.630%	2.630%	100.000
	12/01/2021	1,791,000	2.630%	2.630%	100.000
	12/01/2022	1,839,000	2.630%	2.630%	100.000
	12/01/2023	1,887,000	2.630%	2.630%	100.000
	12/01/2024	1,937,000	2.630%	2.630%	100.000
	12/01/2025	1,987,000	2.630%	2.630%	100.000
	12/01/2026	2,040,000	2.630%	2.630%	100.000
	12/01/2027	2,093,000	2.630%	2.630%	100.000
	12/01/2028	2,148,000	2.630%	2.630%	100.000
	12/01/2029	2,205,000	2.630%	2.630%	100.000
	12/01/2030	2,263,000	2.630%	2.630%	100.000
	12/01/2031	2,322,000	2.630%	2.630%	100.000
	12/01/2032	2,384,000	2.630%	2.630%	100.000
		30,000,000			

Dated Date	06/19/2017	
Delivery Date	06/19/2017	
First Coupon	12/01/2017	
Par Amount	30,000,000.00	
Original Issue Discount		
Production	30,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	30,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	30,000,000.00	

BOND DEBT SERVICE

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2017			355,050.00	355,050.00
12/01/2018	1,657,000	2.630%	789,000.00	2,446,000.00
12/01/2019	1,701,000	2.630%	745,420.90	2,446,420.90
12/01/2020	1,746,000	2.630%	700,684.60	2,446,684.60
12/01/2021	1,791,000	2.630%	654,764.80	2,445,764.80
12/01/2022	1,839,000	2.630%	607,661.50	2,446,661.50
12/01/2023	1,887,000	2.630%	559,295.80	2,446,295.80
12/01/2024	1,937,000	2.630%	509,667.70	2,446,667.70
12/01/2025	1,987,000	2.630%	458,724.60	2,445,724.60
12/01/2026	2,040,000	2.630%	406,466.50	2,446,466.50
12/01/2027	2,093,000	2.630%	352,814.50	2,445,814.50
12/01/2028	2,148,000	2.630%	297,768.60	2,445,768.60
12/01/2029	2,205,000	2.630%	241,276.20	2,446,276.20
12/01/2030	2,263,000	2.630%	183,284.70	2,446,284.70
12/01/2031	2,322,000	2.630%	123,767.80	2,445,767.80
12/01/2032	2,384,000	2.630%	62,699.20	2,446,699.20
	30,000,000		7,048,347.40	37,048,347.40

BOND DEBT SERVICE

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2017			355,050.00	355,050.00	355,050.00
06/01/2018			394,500.00	394,500.00	
12/01/2018	1,657,000	2.630%	394,500.00	2,051,500.00	2,446,000.00
06/01/2019			372,710.45	372,710.45	
12/01/2019	1,701,000	2.630%	372,710.45	2,073,710.45	2,446,420.90
06/01/2020			350,342.30	350,342.30	
12/01/2020	1,746,000	2.630%	350,342.30	2,096,342.30	2,446,684.60
06/01/2021			327,382.40	327,382.40	
12/01/2021	1,791,000	2.630%	327,382.40	2,118,382.40	2,445,764.80
06/01/2022			303,830.75	303,830.75	
12/01/2022	1,839,000	2.630%	303,830.75	2,142,830.75	2,446,661.50
06/01/2023			279,647.90	279,647.90	
12/01/2023	1,887,000	2.630%	279,647.90	2,166,647.90	2,446,295.80
06/01/2024			254,833.85	254,833.85	
12/01/2024	1,937,000	2.630%	254,833.85	2,191,833.85	2,446,667.70
06/01/2025			229,362.30	229,362.30	
12/01/2025	1,987,000	2.630%	229,362.30	2,216,362.30	2,445,724.60
06/01/2026			203,233.25	203,233.25	
12/01/2026	2,040,000	2.630%	203,233.25	2,243,233.25	2,446,466.50
06/01/2027			176,407.25	176,407.25	
12/01/2027	2,093,000	2.630%	176,407.25	2,269,407.25	2,445,814.50
06/01/2028			148,884.30	148,884.30	
12/01/2028	2,148,000	2.630%	148,884.30	2,296,884.30	2,445,768.60
06/01/2029			120,638.10	120,638.10	
12/01/2029	2,205,000	2.630%	120,638.10	2,325,638.10	2,446,276.20
06/01/2030			91,642.35	91,642.35	
12/01/2030	2,263,000	2.630%	91,642.35	2,354,642.35	2,446,284.70
06/01/2031			61,883.90	61,883.90	
12/01/2031	2,322,000	2.630%	61,883.90	2,383,883.90	2,445,767.80
06/01/2032			31,349.60	31,349.60	
12/01/2032	2,384,000	2.630%	31,349.60	2,415,349.60	2,446,699.20
	30,000,000		7,048,347.40	37,048,347.40	37,048,347.40

COST OF ISSUANCE

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Cost of Issuance	\$/1000	Amount
Bond Counsel Fee	0.89333	26,800.00
Financial Advisor Fee	0.66667	20,000.00
Bond Counsel Expenses	0.04167	1,250.00
Financial Advisor Expenses	0.00833	250.00
Bank Counsel Fee	0.25000	7,500.00
Miscellaneous	0.00667	200.00
	1.86667	56,000.00

FORM 8038 STATISTICS

City of Clermont, Florida
Master Plan Capital Projects Revenue Note, Series 2017

FINAL NUMBERS

Loan Provider: Pinnacle Public Finance, Inc.

Dated Date 06/19/2017
Delivery Date 06/19/2017

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	12/01/2018	1,657,000.00	2.630%	100.000	1,657,000.00	1,657,000.00
	12/01/2019	1,701,000.00	2.630%	100.000	1,701,000.00	1,701,000.00
	12/01/2020	1,746,000.00	2.630%	100.000	1,746,000.00	1,746,000.00
	12/01/2021	1,791,000.00	2.630%	100.000	1,791,000.00	1,791,000.00
	12/01/2022	1,839,000.00	2.630%	100.000	1,839,000.00	1,839,000.00
	12/01/2023	1,887,000.00	2.630%	100.000	1,887,000.00	1,887,000.00
	12/01/2024	1,937,000.00	2.630%	100.000	1,937,000.00	1,937,000.00
	12/01/2025	1,987,000.00	2.630%	100.000	1,987,000.00	1,987,000.00
	12/01/2026	2,040,000.00	2.630%	100.000	2,040,000.00	2,040,000.00
	12/01/2027	2,093,000.00	2.630%	100.000	2,093,000.00	2,093,000.00
	12/01/2028	2,148,000.00	2.630%	100.000	2,148,000.00	2,148,000.00
	12/01/2029	2,205,000.00	2.630%	100.000	2,205,000.00	2,205,000.00
	12/01/2030	2,263,000.00	2.630%	100.000	2,263,000.00	2,263,000.00
	12/01/2031	2,322,000.00	2.630%	100.000	2,322,000.00	2,322,000.00
	12/01/2032	2,384,000.00	2.630%	100.000	2,384,000.00	2,384,000.00
		30,000,000.00			30,000,000.00	30,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/01/2032	2.630%	2,384,000.00	2,384,000.00		
Entire Issue			30,000,000.00	30,000,000.00	8.9333	2.6301%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	56,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, June 13, 2017			
Agenda Item Name			
Letters of Interest for former Police Station			
Requested Action			
Staff Report			
An appraisal was completed on the city owned asset, former police station located on 865 W. Montrose Street. The property was valued at \$785,000. The city sought letters of interest from qualified entities for the future reuse of the site. The letters of interest submitted requirements included a site plan, site program, anticipated financial and non-financial benefits, alignment with master-plan, activation of economic opportunity, financial plan and timing; along with the bios and information of the entity. Two submissions were received by the closing date of May 8, 2017.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Letters of Interest for 922 Minneola Ave.		
Requested Action		
Staff Report		
The city sought letters of interest from qualified entities to leverage activation of the site in the spirit of the master-plan. The letters of interest submitter requirements included a site plan, site program, anticipated financial and non-financial benefits, alignment with master-plan, activation of economic opportunity, financial plan and timing; along with the bios and information of the entity. Lastly, qualified developers or entities were required to submit three examples of previous development experience. Three submissions were received by the closing date of May 8, 2017.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, June 13, 2017			
Agenda Item Name			
Waterfront site plan presentation			
Requested Action			
Information only.			
Staff Report			
A presentation of a preliminary site plan for reuse of city owned property. The preliminary site plan will be a brief introduction.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2017		
Agenda Item Name		
Ordinance No. 2017-25 <i>Introduction Comprehensive Plan Amendment</i>		
Requested Action		
Recommend introduction of Ordinance 2017-25.		
Staff Report		
On March 23, 2015, the Council approved the Downtown and Waterfront Master Plan. This plan identified strategies and projects that would drive development, redevelopment, and infill in and around the downtown area. A few of the projects, such as the gateway on Eighth Street and State Road 50, have been completed. A key project now starting construction is Victory Pointe, formerly known as the West Lake wetlands park. Victory Pointe is a utility stormwater pond serving the western downtown area. This infrastructure improvement allows full development and redevelopment in this area without the need for a stormwater system on the site. City staff has identified an existing City-owned and operated stormwater pond fronting Lake Minneola that will no longer be needed once Victory Pointe is completed. The stormwater that is currently directed to this pond will later be conveyed to Victory Pointe for treatment. City staff has initiated this small-scale comprehensive plan amendment to change the future land use from Parks to Downtown Mixed Use. The Downtown Mixed Use designation will allow the City to move forward on using the property for the highest and best use in the future. The affected area encompasses a little more than one acre, containing the existing pond and maintenance area around the pond. The area is directly south of Lake Minneola and north of the West Avenue and Osceola Street intersection. Future redevelopment of the site will be forthcoming, and the future land use change sets the framework for this opportunity. The current zoning is Central Business District, which is consistent with the requested Downtown Mixed Use future land use. Because the focus of the master plan is to enhance the downtown and waterfront areas, the redevelopment of the existing stormwater system is important. In order to advance the highest and best use of the property, staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Parks to Downtown Mixed Use.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2017-25.docx	
2. Maps	FLU and Zoning.pdf	
3. FLU Descriptions	FLU Descriptions.pdf	

CITY OF CLERMONT
ORDINANCE No. 2017-25

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

FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 22S, RANGE 25E, PROCEED EAST ALONG THE MID SECTION LINE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF ALTERNATE KEY #1616832 AS POB, RUN NORTH TO THE SHORES OF LAKE MINNEOLA, EASTERLY ALONG THE SHORELINE OF LAKE MINNEOLA TO THE EAST LINE OF WEST AVE EXTENDED, SOUTH TO NORTH RIGHT OF WAY LINE OF OSCEOLA STREET, WEST ALONG THE NORTH RIGHT OF WAY OF OSCEOLA STREET TO THE WEST LINE OF WEST AVE, CONTINUE NORTHWESTERLY AND WESTERLY TO THE POB. CONTAINING 1.10 +/- ACRES. AK 1616832, 1616883, 3816392, 3728211 AND A PORTION OF 2749466

CITY OF CLERMONT
ORDINANCE No. 2017-25

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM PARKS
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.

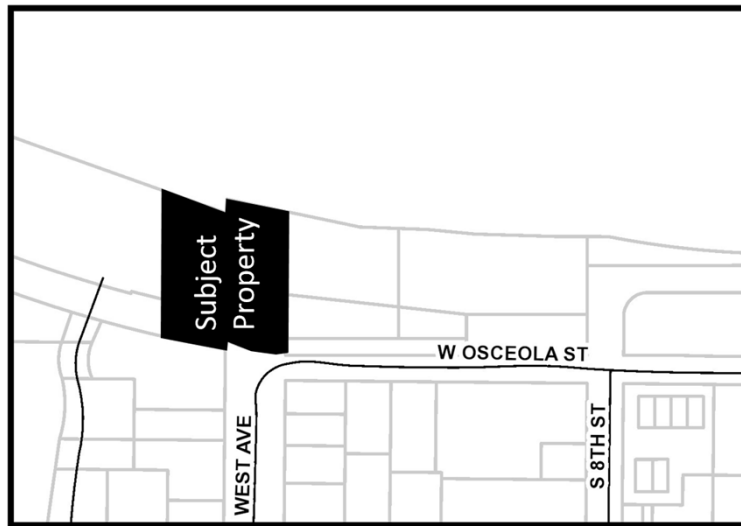
Section 3.

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. 2017-25

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of June, 2017.

Gail L. Ash, Mayor

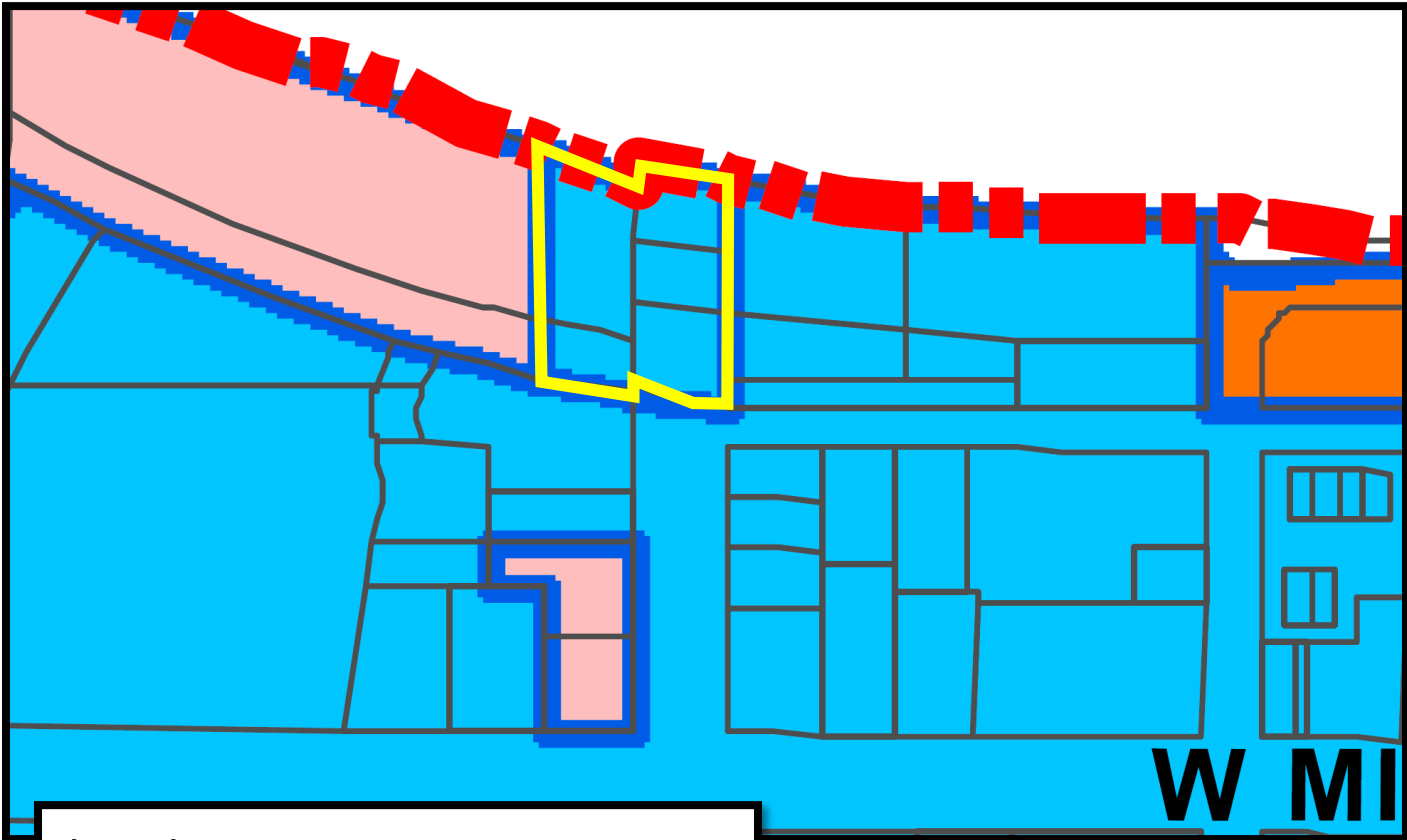
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

City of Clermont Zoning



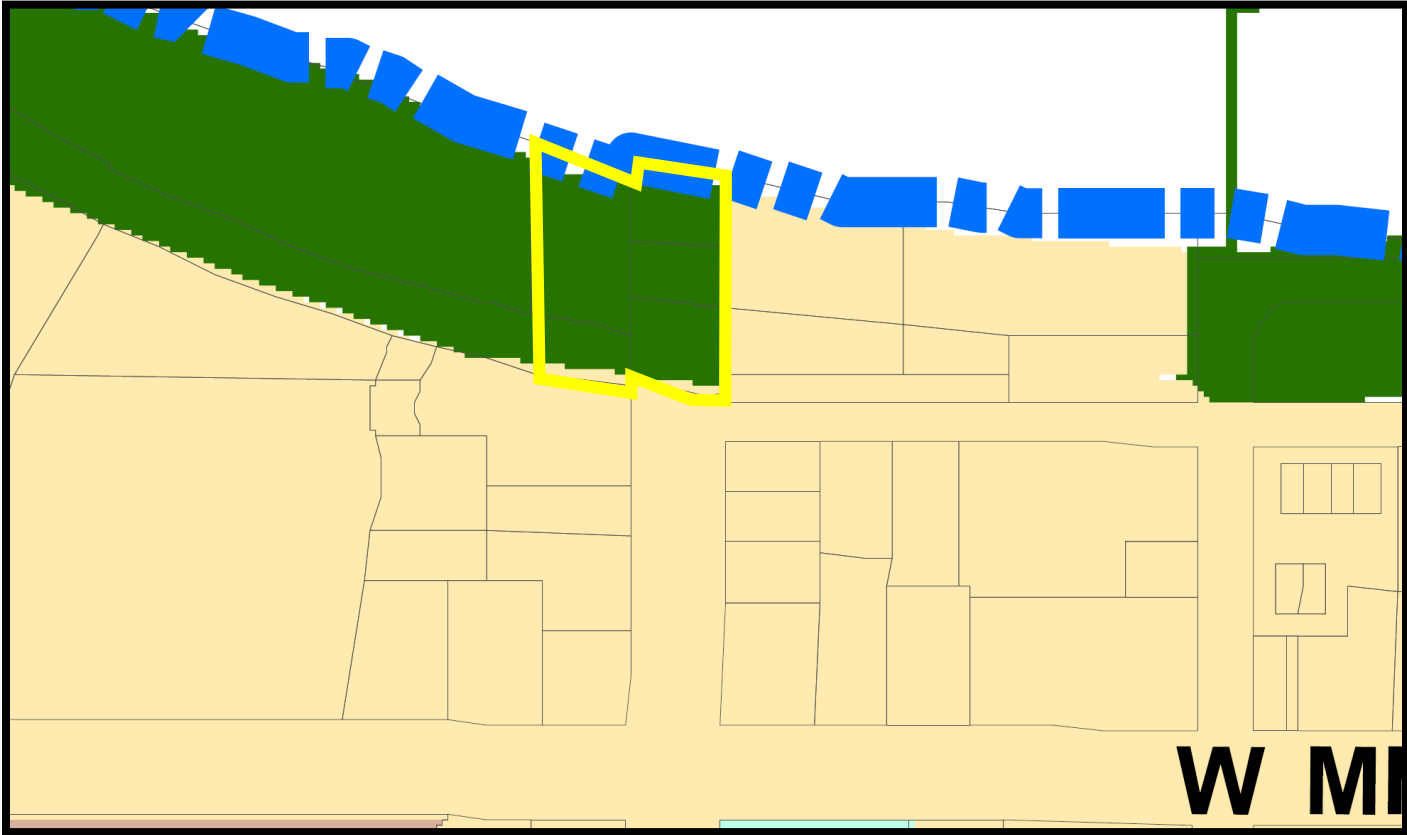
Legend

 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

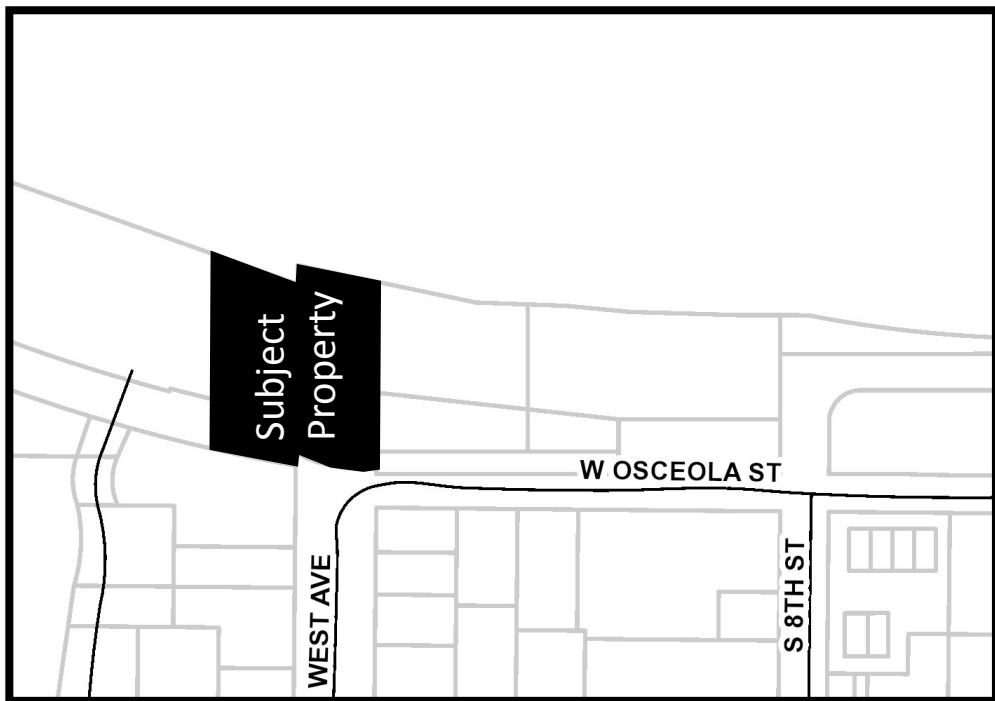
City of Clermont Future Land Use



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



City of Clermont



The bounded area in yellow consists of AK 1616832, 1616883, 3816392, 3728211, and a portion of 2749466.

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Conservation	Not Developable
Parks	N/A
Public Facilities/Institutional	0.25 FAR
Residential	
Low-Density	3 units per acre
Medium-Density	8 units per acre
High-Density	12 units per acre
Office	1.0 FAR
Mixed-Use	
Residential/Office	12 units per acre/0.25 FAR
Master Planned Development	12 units per acre/0.25 FAR
Downtown Mixed-Use	12 units per acre/3.0 FAR
Commercial	12 units per acre/0.25 FAR
Industrial	1.0 FAR

Objective 1.3: Conservation Land Use Category. The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.

Policy 1.3.1: Only passive open space and passive recreational activities shall be allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

Policy 1.3.2: Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.

Policy 1.3.3: If it is impractical to designate the area containing conservation resources as conservation land use due to size, location or other factors, the City shall have the option of obtaining a conservation easement from the property owners to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as conservation land use on the FLUM.

Policy 1.3.4: No development is permitted within the conservation category, except where state and/or federal agencies having jurisdiction already allow development rights. The applicant shall bear the burden of proof in determining that development shall not adversely impact conservation resources. Site alteration, where allowed, shall be limited to 10 percent of the entire site.

Objective 1.4: Parks Land Use Category. The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use.

Policy 1.4.1: The parks land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. The maximum intensity of buildings on site shall be 0.25 Floor-Area-Ratio (FAR).

Policy 1.4.2: Not all parks and recreational facilities are required to be shown as parks on the FLUM. Park and recreation uses shall be allowed in other categories as support uses.

Objective 1.5: Public Facilities/Institutional Land Use Category. The public facilities/institutional category is established for publicly-owned institutional parcels and privately-owned, non-profit institutional parcels meeting threshold sizes established herein.

Policy 1.5.1: The public/institutional land use designation is intended to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar activities. The maximum intensity of institutional activity shall be 0.25 FAR.

Policy 1.5.2: Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.3: Public and private schools on parcels greater than five acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.4: The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

Objective 1.6: Residential Land Use Categories. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit. 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.

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.

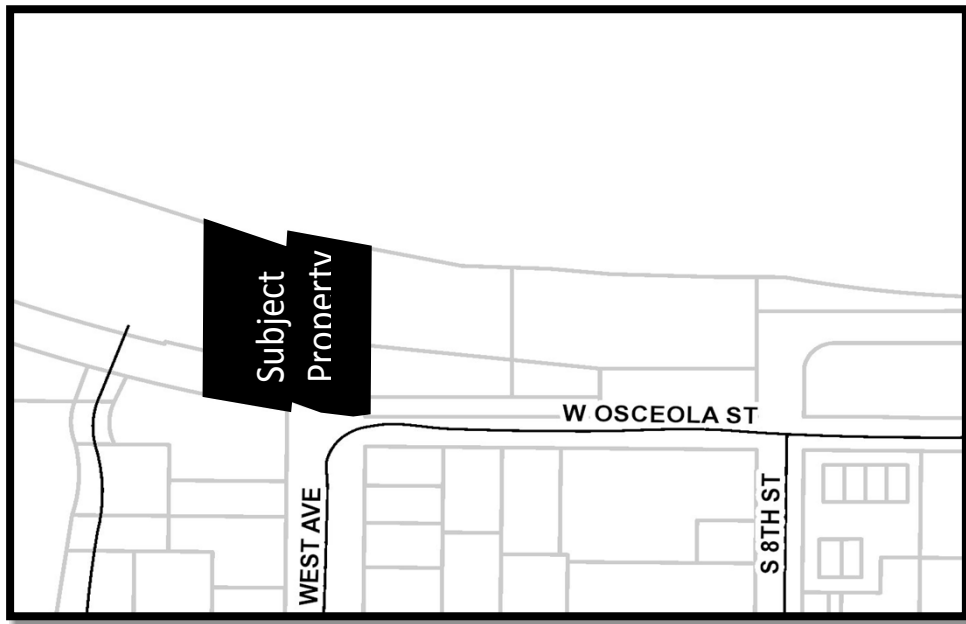
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-25

The City of Clermont will hold public hearings on Tuesday, June 6, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, June 13, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, June 27, 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 1.10 +/-acre parcel below from City of Clermont Parks to City of Clermont Downtown Mixed Use. Alternate Key 1616832, 1616883, 3816392, 3728211 and a portion of 2749466.



Location:

North and Northwest of the intersection of West Ave. and W. Osceola St.

Ordinance #2017-25:

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
May 26 and June 13, 2017