



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, June 27, 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

PRESENTATION

Public Works 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 - Meeting Minutes

Consider approval of the April 11, 2017 and the May 23, 2017 Regular Council Meeting minutes.

Item No. 2 - Purchase Approval

Consider the purchase of a trailer mounted jetter in the budgeted amount of \$57,898 from the Florida Sheriff's Contract.

Item No. 3 - Purchase Approval

Consider the purchase of Trenchless Sewer Main Pipe lining services in the budgeted amount of \$80,520.

Item No. 4 - Purchase Approval

Consider approval of one time purchase between the City of Clermont and Ty Parker & Son, Inc. d/b/a Wildland Warehouse to procure firefighter protective clothing in the total budgeted amount of \$54,863.16.

Item No. 5 - Contract Award

Consider approval to piggyback the City of Plantation contract with Allied Universal Corporation for supply and delivery of Sodium Hypochlorite in the estimated annual budgeted amount of \$160,000 per year.

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| Item No. 6 - Interlocal Agreement | Consider approval of the Interlocal agreement with the Town of Montverde providing wholesale wastewater treatment for up to 200,000 gallons per day. |
| Item No. 7 - Resolution No. 2017-31 | Consider Resolution authorizing the purchase of property from John Kingman Keating, Tony H. Roper, and Bert E. Roper & Barbara C. Roper Family Limited Partnership for property located on Hancock Road consisting of 18 acres in the amended budget amount of \$1.8 Million Dollars. |
| Item No. 8 - Resolution No. 2017-32 | Consider Resolution approval to amend the Fiscal Year 2017 Budget. |

UNFINISHED BUSINESS

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| Item No. 9 - Ordinance No. 2017-24 <i>Final</i>
<i>The Vue</i> | 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. |
| Item No. 10 - Ordinance No. 2017-25 <i>Final</i>
<i>Comprehensive Plan Amendment</i> | Request to change the future land use of 1.1 acres along Lake Minneola from Parks to Downtown Mixed Use. |

NEW BUSINESS

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| Item No. 11 - Event Request and Open Container Allowance | Consider request from Pig On The Pond to approve event to be held March 9, 10, and 11, 2018; open container in approved area; fee waiver; signage; staff assistance; and trail closure. |
| Item No. 12 - Variance Request
<i>Mobil Gas Station</i> | Consider variance request to allow installation of native plants and no irrigation at a commercial site located east of the Highway 50 and U.S. Highway 27 interchange. |
| Item No. 13 - Variance Request
<i>Arnold</i> | Consider variance request to allow an 80-foot lot width instead of the required 100 feet on property located at 1651 Second Street. |

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Item No. 14 - Variance Request
Clermont Commons Lot 10

Consider variance request to allow for a reduction in the number of required parking spaces for property located in Clermont Commons, east of Hatteras Avenue.

Item No. 15 - Resolution No. 2017-23
Heritage Hills
Table to July 25, 2017

Consider tabling Conditional Use Permit request to remove a condition in the existing conditional use permit for a sidewalk along Hartwood Marsh Road.

Item No. 16 - Ordinance No. 2017-26 *Introduction*
Huber

Consider request to close an unimproved right-of-way located west of U.S. 27, north of Caspian Lane.

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
MINUTES
REGULAR COUNCIL MEETING
April 11, 2017

The Clermont City Council met in a regular meeting on Tuesday, April 11, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Travis and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and Acting City Clerk Noak.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Walker gave the invocation followed by the Pledge of Allegiance.

Mayor Ash announced Unfinished Business Items 14, 15, 16, and 17 regarding Anderson Hill were withdrawn by the applicant.

PROCLAMATION

Acting City Clerk Noak read the Altrusa Month proclamation aloud. Mayor Ash presented the proclamation to Lindsay Holt, Rebecca White, and Karen Rogers.

Acting City Clerk Noak read the Water Conservation Month proclamation aloud. Mayor Ash presented the proclamation to Bob Reed.

PRESENTATIONS

Quilts to Books

The students of Ms. Starr Olson from Cypress Ridge Elementary School read a presentation on their project and presented examples of the quilts they made.

South Lake Hospital Community Health Needs Assessment

Economic Development and CRA Director Schmidt introduced Lance Sewell with South Lake Hospital.

Mr. Sewell presented the Community Health Needs Assessment study which is completed every three years. The assessment is available on the South Lake Hospital website. The focus for the Lake County area will be on heart disease, diabetes, childhood/student obesity, and infant mortality.

Mayor Ash announced the applicant has requested tabling Unfinished Business Item 12; Ordinance 2017-10 Lake Shore Drive Vacate, to the April 25, 2017 meeting.

Item No. 12 – Ordinance No. 2017-10 *Final, Lake Shore Drive Vacate*

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

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

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Council Member Goodgame moved to table Ordinance 2017-10 to April 25, 2017; seconded by Council Member Mullins. The motion passed with all members present voting aye.

PUBLIC COMMENTS

Susy Gibson, 12310 Sunshine Drive, asked if her recent letter regarding the proposed Anderson Hill project was no longer part of the record. City Attorney Mantzaris stated her letter remained part of the record and the letter would be provided in the event the Anderson Hill project returns before the City Council for consideration.

REPORTS

City Manager Gray announced the April 18, 2017 Council Workshop was cancelled. The May 16, 2017 and June 20, 2017 Council Workshops will cover the required annual ethics training for the City Council.

City Attorney Mantzaris – No report.

Council Member Bates commented Council Member Travis did a good job presiding over the March 28, 2017 meeting in Mayor Ash's absence.

Council Member Goodgame reported on attending a Kiwanis Club meeting with Lake County School Superintendent Diane Kornegay speaking on the changes to school concurrency. Mr. Goodgame thanked Senior Planner Kruse for updating and collecting additional information on school concurrency. City Manager Gray will update the City Council on the information collected.

Council Member Goodgame thanked the Clermont Police Department for their presentation to Kings Ridge seniors.

Council Member Mullins commented the Farmer's Market would be closed on Easter Sunday.

Council Member Travis – No report.

Mayor Ash reported on holding Coffee with the Mayor at the Herb Spa & Shoppe; attending a fund raiser at the Mike Conley Hospice House, several of the Spring Games, the swearing in of several Police Officers, the South Lake Foundation meeting on hunger and homelessness, the Hancock Recreation Park opening, the Lake Apopka Natural Gas Board meeting, the Kiwanis Club meeting, and the Police Department Community Forum Day. Ms. Ash announced Clermont Earth Day will be held on April 22, 2017 from 8:00am to 2:00pm at Lake Hiawatha Preserve.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the February 28, 2017 Regular Council Meeting minutes.

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| Item No. 2 – Plat Approval | Consider approval of the Harvest Landing Phase 2B plat. |
| Item No. 3 – Plat Approval | Consider approval of the Innovation at Hidden Lake plat. |
| Item No. 4 – Surplus Request | Consider approval to declare end of life inventory as surplus from Environmental Services Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 5 – Event and Road Closure Request | Consider request to allow the Clermont Downtown Partnership to host their annual “Harvest Festival” on October 28, 2017 in Historic Downtown Clermont. |
| Item No. 6 – Special Event Signage Request | Consider request to allow The Caribbean American Association of Lake County to temporarily erect signage for the promotion of their annual “Clermont Jerk Festival”. |
| Item No. 7 – Interlocal Agreement
<i>Revised Contribution</i> | Consider request to revise the interlocal agreement with Lake County for the relocation of the City’s water main on John’s Lake Road. The City’s contribution increased from \$177,000.00 to \$316,991.92. The revised contribution amount is included in the Fiscal year 2017 approved budget. |
| Item No. 8 – Resolution No. 2017-13
<i>Budget Amendment</i> | Consider approval of a resolution to amend the Fiscal Year 2017 budget. |

Council Member Goodgame requested an overview of Consent Agenda Item 8.

Council Member Goodgame moved for approval of Consent Agenda Items 1 through 7; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Finance Director VanZile provided an overview of the quarterly budget amendment for Fiscal Year 2017. The amounts were large due to a carry forward of reserves and various Council actions. The budget is on target to remain balanced.

Council Member Goodgame moved for approval of Consent Agenda Item 8; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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UNFINISHED BUSINESS

Item No. 9 – Ordinance No. 2017-08 *Final, Firefighters Pension Plan Amendment*

Acting City Clerk Noak read Ordinance 2017-08 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the City of Clermont Firefighters' Pension Trust Fund, as adopted by Ordinance No. 304-C; providing plan benefit revisions; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Finance Director VanZile presented the changes amending the Firefighters' Pension Plan. The significant changes were to the death benefit and the Share Plan portion of the Firefighters' Pension Plan. The death benefit revisions were modeled after the benefit provided by the Florida Retirement System. The Share Plan provisions were the result of the collective bargaining agreement with the Firefighters' Union.

Council Member Mullins asked if the death benefit was in addition to their life insurance. Finance Director VanZile stated the benefit was in addition to their life insurance.

Council Member Bates inquired if the death benefit was payable when a firefighter passed away while off-duty. Finance Director VanZile indicated the additional death benefit was for an in line of duty death.

Mayor Ash opened the public hearing.

Susy Gibson; 12310 Sunshine Drive, spoke in favor of the changes to the Firefighter's Pension Plan.

Mayor Ash closed the public hearing.

Council Member Bates moved for approval of Ordinance 2017-08; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Item No. 10 – Ordinance No. 2017-09 *Final, Police Officers Pension Plan Amendment*

Acting City Clerk Noak read Ordinance 2017-09 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the City of Clermont Police Officers' Pension Trust Fund, as adopted by Ordinance No. 304-C; providing plan benefit revisions; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Finance Director VanZile presented the changes amending the Police Officers' Pension Plan. The changes were similar to the changes to the Firefighter's Pension Plan.

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

Council Member Bates moved for approval of Ordinance 2017-09; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

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Item No. 11 – Ordinance No. 2016-38 *Final, South Lake Medical Arts Center/Lofts*

Acting City Clerk Noak read Ordinance 2016-38 aloud by title only.

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

Senior Planner Kruse stated the City Council approved the transmittal of a proposed Large Scale Comprehensive Plan Amendment at the February 14, 2017 Council meeting. The request was for a future land use change from Office to Residential/Office. The Florida Department of Economic Opportunity issued a letter on March 30, 2017 stating there were no objections to the amendment. Staff recommended approval of the Large Scale Comprehensive Plan Amendment.

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

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

Item No. 13 – Variance Request *College Station*

Senior Planner Kruse commented the request was withdrawn at the March 14, 2017 meeting to allow time for the applicant to update the site plan and variance requests. The request was re-advertised for the March 28, 2017 meeting and was tabled to the April 11, 2017 meeting to allow the request to be considered by a full Council.

The applicant is requesting variances to allow for a reduction of 17 parking spaces, allow for a reduced perimeter landscape buffer, and allow for 20 percent of the parking to be compact parking spaces.

The applicant is proposing to construct a 11,232 square foot building with a 500 square foot outdoor patio. The uses will consist of retail and restaurant use, with the outdoor patio for restaurant use. The applicant is providing 100 onsite parking spaces, 20 of which will be compact parking spaces. The off-site parking will consist of 17 parking spaces across the main access point that enters from Hancock Road. Staff is concerned for pedestrian safety when crossing the access road.

The applicant is requesting a reduced landscape buffer between abutting properties to the south and west property line. The property to the west has a 10-foot landscape buffer. The applicant indicated it would be difficult to establish a 10-foot buffer due to the configuration of the proposed building, proposed parking, and the existing utilities and roads. The applicant is proposing a varying buffer from 5 to 9 feet. The landscape buffer along the southern property line is only 5 feet within the land parcel and the additional 5 feet located within the dedicated private drive.

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Staff recommended denial of the variance requests.

Sean Cashen; Gulf Coast Consulting, stated a parking study of the College Station complex discovered there were 74 parking spaces available in the southern part of the retail area. The retail area has agreed to allow the unoccupied parking spaces to be used by employees of the proposed project. The buffer area near the dumpster is 5 feet from the property boundary and the buffer at the loading zone is approximately 8 feet from the property boundary. The average buffer along the west property boundary is 10.4 feet. The buffer on the south side of the property does come within 5 feet of the property line in an area; however, it is difficult to average. The proposed request for 20 percent compact parking spaces will allow for maintaining the minimum requirement for landscape islands. The compact parking spaces will be 9 feet wide.

Mayor Ash opened the public hearing.

Christy Clark; 12150 Lake Shore Drive, expressed concern of the parking space widths and pedestrian safety.

Phil Kirkpatrick; Applicant, understands the concern of parking and did not anticipate a shortage of parking spaces. The traffic flow at Starbucks and Chick Fil A is a serious concern. The complex will be undergoing future improvements and the traffic circulation issues will be addressed.

Council Member Travis asked of the traffic flow for the proposed project. Mr. Kirkpatrick commented the proposed project will not have a drive-thru and the entrance would be an in-only from Highway 50 and exit onto Hancock Road.

Council Member Travis was opposed to the number of compact parking spaces.

Council Member Goodgame expressed concern of exiting onto Hancock Road and was opposed to the number of compact parking spaces.

Council Member Mullins was opposed to the size of the proposed project at the location.

Council Member Bates was opposed to the landscape buffer variances.

Council Member Travis asked of the reason the landscape requirements could not be met. Mr. Cashen stated the average is 10 feet with the exception of a few areas. The loading zone on the southwest end is 8.5 feet off the property boundary. The compactor in the northwest area is 5 feet from the property boundary; however, adjustments can be made to increase the distance to 7.5 feet from the property boundary.

Council Member Goodgame inquired of how the refuse trucks would enter to empty the dumpster. Mr. Cashen indicated the trucks would likely pick up at Chick-Fil-A first, then enter the proposed project and make a three-point turn and back out to exit.

Council Member Goodgame asked how often each week the refuse trucks would empty the dumpster. Mr. Cashen stated once or twice a week.

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Council Member Travis spoke of reducing the size of the building. Mr. Kirkpatrick commented rotating the building would block the view of others in the shopping center. The building size had been reduced from 15,000 square feet and it would not be financially feasible to further reduce the size.

Mr. Kirkpatrick stated parking spaces could be increased to 10 feet wide and have more parking to the south.

Council Member Mullins commented future tenants on the south of the complex may need to use more parking. Mr. Kirkpatrick indicated Starbucks was not properly designed, creating the parking issue with the complex.

Mayor Ash asked of the effect of having all the parking spaces 10 foot by 20 foot. City Manager Gray stated the change would cause a deficit of 19 parking spaces.

Mr. Cashen indicated additional trees and shrubs will be added on the western edge. The dumpster can be setback to 7.5 feet from the property boundary.

Council Member Travis asked of the buffer deficiency. Mr. Cashen indicated the northwest buffer would be 7.5 feet and the loading zone in the southwest would be 8.5 feet off the property boundary.

Mayor Ash clarified the landscape reduction is 7.5 feet on the northwest section and 8.5 feet on the southwest section, and the remaining buffers would be at least 10 feet.

Council Member Travis asked of the landscape buffer deficiency on the southern boundary. Mr. Cashen indicated approximately 60 feet would be 5 feet off the property boundary, the remainder would comply with code.

City Manager Gray stated the search of the City Code resulted in the project requiring two dumpsters.

Mr. Cashen proposed locating the dumpsters where there would be two access points.

Mayor Ash commented if the dumpsters were moved, the landscape buffer would not be under 7.5 feet.

Council Member Goodgame asked of the amount of compact parking spaces. The amount would be the 10 percent allowed in the City Code.

Council Members Mullins and Goodgame were opposed to allowing compact parking.

Mr. Cashen indicated the project would lack 20 spaces to meet code.

Council Member Travis moved for approval of the variance request with no compact parking spaces which results in a reduction of 20 spaces, and the buffer reductions as discussed; seconded by Council Member Mullins.

Senior Planner Kruse clarified the landscape buffer reduction would be 7.5 feet on the west boundary and 5 feet on the south boundary.

Council Member Mullins asked of stair-stepping the parking and landscaping on the southern boundary. Mr. Cashen agreed to stair-stepping the parking to maximize the green space area.

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Council Member Travis amended the motion to include stair-stepping the parking; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 14 – Ordinance No. 2017-15 *Final, Anderson Hill Annexation*

The request was withdrawn by the applicant.

Item No. 15 – Ordinance No. 2017-16 *Final, Anderson Hill Small Scale Comprehensive Plan Amendment*

The request was withdrawn by the applicant.

Item No. 16 – Ordinance No. 2017-17 *Final, Anderson Hill Rezoning*

The request was withdrawn by the applicant.

Item No. 17 – Resolution No. 2017-04 *Anderson Hill Conditional Use Permit*

The request was withdrawn by the applicant.

The following two items were presented concurrently and voted on separately.

Item No. 18 – Resolution No. 2017-14 *Bees Auto, Inc./Weatherbee Conditional Use Permit*

Acting City Clerk Noak read Resolution 2017-14 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an automotive service center in the Central Business District.

NEW BUSINESS

Item No. 19 – Variance Request *Bees Auto, Inc./Weatherbee*

City Attorney Mantzaris stated the property has been involved in long standing situation with the City regarding the use of the property as an automobile repair facility. The matter was under litigation which has concluded and there is no litigation pending. The City has agreed to serve as the applicant's representative in the matter and the applicant has signed the petition for the Conditional Use Permit.

City Manager Gray thanked Council Member Travis for her assistance in resolving the matter.

Planning Manager Henschel presented the request for a Conditional Use Permit to operate an automotive and truck repair service center in the Central Business District. An automotive and truck repair service center has operated on the site in the past; however, the operation ceased and requires a Conditional Use Permit. The owner wished to redevelop the site, which incorporates site improvements including a 1,345 square foot building addition, buffer fencing, landscaping, entrances, on-site water retention, and parking

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spaces. The automotive and light truck repair service would be limited to cars, SUVs, vans, recreational vehicles, and small utility trucks. Semi-trailer or heavy equipment repairs, parking, or storage will not be allowed. Staff recommended approval of the Conditional Use Permit.

Planning Manager Henschel presented the variances to allow for less than a 15-foot landscape buffer adjacent to a right-of-way, to allow for less than a 10-foot landscape buffer adjacent to an adjoining property, and to allow for grass parking. Staff recommended approval of the variance request.

Mayor Ash opened the public hearing.

Susy Gibson; 12310 Sunshine Drive, spoke in favor of the request.

Mayor Ash closed the public hearing.

Council Member Mullins stated he supported the request. Mr. Mullins expressed concern of the vehicle outside storage clause may create an issue and suggested providing leeway due to the nature of the business. Planning Manager Henschel commented the intention was for the vehicle storage to be located behind the buffered fence and not in public view.

Council Member Mullins asked of including a clause in which removal of the surrounding neighbors fence, the applicant would have to install a fence.

City Attorney Mantzaris suggested the variance be conditioned around the fence remaining or the variance would no longer exist until a fence was installed.

Council Member Mullins expressed concern of having grass parking due to oil leaks. City Attorney Mantzaris commented the City has allowed for grass parking in the past.

Council Member Goodgame suggested using mulch in the parking area.

Council Member Mullins asked of clarifying the parking area and the storage of vehicles. City Attorney Mantzaris suggested adding the language “no outside storage of vehicles except for areas designated as parking”. The intent was to prevent parking vehicles in various stages of repair.

Mayor Ash asked if the vehicles would be located behind the privacy fence at all times. City Attorney Mantzaris indicated there was a possibility a vehicle would be visible while waiting to be placed in a repair bay.

Council Member Goodgame suggested including no overnight parking outside the fenced area.

City Attorney Mantzaris suggested adding language to say no outside storage in parking area.

Mayor Ash spoke in opposition of an automotive business in the downtown area where the City is developing projects to enhance the downtown and waterfront area.

Council Member Travis moved for approval of Resolution 2017-14 as amended; Council Member Mullins seconded the motion. The motion passed 4 to 1 with Mayor Ash in opposition.

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Council Member Mullins moved for approval of the variances with the addition of the fence replacement condition; seconded by Council Member Travis. The motion passed 4 to 1 with Mayor Ash in opposition.

ADJOURN: With no further comments, this meeting was adjourned at 8:31pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 23, 2017

Clermont City Council met in a regular meeting on Tuesday, May 23, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Travis and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and Acting City Clerk Noak.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Bond gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

Mayor Ash read the Mayor's Election Proclamation aloud.

PRESENTATIONS

Swimming for Life

Jim Harrison was unable to be present.

Navy Sea Cadet Program Update

Mayor Ash introduced Clermont Battalion Commanding Officer Schindele. Mr. Schindele stated there are 27 Cadets in the Unit, 14 adult instructors, and the support of surrounding community veterans. The first meeting was held in January 2017 and a video was shared of the Cadets' training sessions. Mr. Schindele brought the Clermont Battalion forward and thanked the City Council, Police Chief Broadway, and the Parks and Recreation Department for their support.

Fiscal Year 2016 Annual Financial Report

Finance Manager Smith-Castillo commented the State of Florida required an annual audit of municipal financial records and introduced Tammy Campbell with the auditing firm McDirmit-Davis, who presented the audit results. The Independent Auditor's Report was unmodified, which is the best opinion a municipality can receive and their assessment indicated a favorable overall financial condition.

PUBLIC COMMENTS

Sterling Frey; 1647 First Street, commented snipe signs are still a problem and requested the Council hold a workshop to discuss the matter. City Manager Gray indicated a workshop on snipe signs could be held later in the fall as the Council has prior commitments for the upcoming months. Mr. Gray stated the City continues to pick up signs and extra personnel have been asked to assist in removing signs.

Mr. Frey inquired if City Attorney Mantzaris attended City Council workshops. City Attorney Mantzaris commented he attends workshops at the request of the City Council and the City Manager.

Mr. Frey commented there were legal aspects to the snipe signs and City's ordinance was not being enforced. City Manager Gray stated the ordinance could be discussed at a workshop. The City is enforcing the ordinance.

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Mr. Frey asked of the number of fines which have been filed and collected. City Attorney Mantzaris stated snipe signs are a difficult enforcement issue. The majority of snipe signs are placed on public property and, from the Code Enforcement prospective, you would be initiating a case against the governmental agency who owns the property. The City has issued citations and collected fines.

Council Member Mullins asked of using an anti-littering ordinance. City Attorney Mantzaris commented snipe signs are complicated and the most effective way to handle the signs is to have staff members pull them as soon as possible.

Allison Strange; PFX Athletics, invited everyone to attend an event hosted by PFX Athletics for the National Association of Intercollegiate Athletics College World Series at Waterfront Park beginning at 5:30pm on Thursday, May 25, 2017 at 5:30pm.

REPORTS

City Manager Gray – No report.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame – No report.

Council Member Mullins reported the Lake Emergency Management Services Board met to discuss the consultants' report on ways to deliver ambulance service to the citizens of Lake County.

Council Member Travis thanked the Clermont Police Department, Lake County Sheriff's Department, and the Parks and Recreation Department for their services during the Ride of Silence.

Mayor Ash reported she attended the City Staff Recognition Breakfast, the Lost Lake Elementary School event honoring volunteers, the Caribbean American Association Mother's Day Dinner, the Belk's National Police Week event, met with two juniors who were applying for scholarships, held Coffee with the Mayor at Lou's Place, attended the Lake Apopka Natural Gas Board Meeting, and attended the Police Officer Swearing-in Ceremony for Officers Rappoport and Lane. Ms. Ash met with a business owner to discuss issues currently facing downtown businesses and the impact of future development.

CONSENT AGENDA

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

Item No. 1 – Surplus Property

Consider request to declare end of life inventory as surplus from the Information Technology Department and dispose of in accordance with the Purchasing Policy.

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Item No. 2 – Force Main Easement Agreement

Consider approval of the purchase of an easement located at 1040 12th Street at Lift Station 5 to make improvements to the lift station force main.

Item No. 3 – Grant Agreement

Consider approval of grant agreement with the State of Florida Department of Environmental Protection Land and Water Conservation Fund in the amount of \$200,000.00 for the Victory Pointe Project.

Item No. 4 – Resolution No. 2017-24

Florida Division of Cultural Affairs Cultural Facilities

Consider approval of resolution allowing the City to apply for the Florida Division of Cultural Affairs Cultural Facilities Grant Program for the City Hall Park Plaza Project in the amount of \$500,000.00.

Council Member Goodgame moved for approval of the Consent Agenda as presented; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Items 5 and 6 were heard consecutively and voted on separately.

Item No. 5 – Resolution No. 2017-21, *The Barn Brewery Conditional Use Permit*

Acting City Clerk Noak read Resolution 2017-21 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District.

Item No. 6 – Variance Request, *The Barn Brewery*

Planning Manager Henschel presented the request to enlarge an existing building by approximately 1,000 square feet for a proposed restaurant and brewery located at 750 West Desoto Street. The applicant is requesting a parking variance to allow on-site parking for only four vehicles. Desoto Street has approximately 19 on-street parking spaces and is adjacent to the proposed site. The public parking lot is located approximately 140 feet from the site.

Staff believed the project meets the intent of the Land Development Code and recommended approval of the Conditional Use Permit. The Planning and Zoning Commission voted 3 to 1 to recommend approval.

Staff recommended approval of the variance request.

Darren Johnson; Applicant, 1075 West Lakeshore Drive, was present.

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

Council Member Mullins commented a neighbor north of the site was opposed to the proposed use due to potential trash spilling onto their property. Mr. Johnson indicated the property had been vacant for two years and felt the trash came from individuals who had been parking at the site.

Council Member Mullins expressed concern of music affecting the residential area. Mr. Johnson indicated the business would close at 11:00pm.

Council Member Bates moved for approval of Resolution 2017-21; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Planning Manager Henschel clarified the staff recommendation for the variance. Staff recommended approval of the variance request with the condition the variance ceases to exist when the business vacates the premises.

Council Member Goodgame moved for approval of the parking variance limited to the establishment; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 7 – Variance Request, Lot 11 Indian Shores

Senior Planner Kruse presented the request to allow for a front yard setback of 25 feet to construct a single-family residence. The owner indicated multiple variances have been granted throughout the subdivision to allow larger homes to be built. Staff has confirmed roughly half the lots in Indian Shores have received variances for a 25-foot front yard setback.

Staff recommended denial of the variance request.

Jim Grayford; Grays Services, LLC., was present.

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

Council Member Mullins inquired if he would be occupying the residence. Mr. Grayford stated the house is a spec home.

Council Member Mullins asked if the homes to the east and west had the reduced setbacks. Mr. Grayford indicated the homes did not have the reduced setbacks; however, visually the proposed setback would be unnoticed.

Council Member Mullins commented it was a large house for the lot size.

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

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Item No. 8 – Waterfront Park Concession and Rental Services

City Manager Gray stated Mr. Tim Engle was not present. Mr. Engle was aware of the hearing and City Manager Gray asked if the Council wished to proceed with hearing the proposal.

Mayor Ash inquired if Mr. Engle had a representative present. There was no representative.

Council Member Bates was not opposed to tabling the proposal.

City Manager Gray stated it would be better for Mr. Engle to be present.

Council Member Travis was opposed to delaying due to packed future agendas. Ms. Travis commented every Tuesday the Council has a workshop or meeting and the Council's calendars are full. The City gave notice and did everything possible.

Council Member Bates agreed with Ms. Travis; however, preferred to table the proposal.

Council Member Mullins inquired if the business was open.

Council Member Travis stated the business was not operating, which was part of the problem.

City Manager Gray commented there is no current agreement and the prior agreement had expired.

Mayor Ash stated she was surprised Mr. Engle was not present after all he had posted on Facebook.

Council Member Travis commented the Facebook postings may be why Mr. Engle was not present.

Mayor Ash stated notice was provided and asked of the normal procedure. City Attorney Mantzaris commented there was not a consensus to continue, and unless someone wants to make a motion to continue, then the proposal would be heard.

Council Member Mullins commented he was willing to give Mr. Engle another opportunity.

Council Member Mullins moved to table to the next meeting; seconded by Council Member Goodgame.

Mayor Ash was opposed to postponement. Mr. Engle knew the meeting was being held and he has dragged on for a year about not signing the contract. Mr. Engle has created furor in the community.

Council Member Travis stated defacing the City through Facebook was unconscionable. Ms. Travis commented Mr. Engle should not be provided another chance and he had been notified he should be present.

Mayor Ash stated the motion was to table to the next meeting.

Council Member Mullins suggested if the June 13, 2017 meeting was busy, table the proposal to June 27, 2017.

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City Manager Gray commented there were no advertising requirements for the proposal and he could speak with Mr. Engle and place the item on an agenda which works best for the Council.

Mayor Ash objected to postponement as Mr. Engle was aware of the meeting, he had put the City off for over four months without recognizing the contract provided to him and negotiated by the City, and he has attacked the City.

Council Member Travis commented on the total disrespect to the City and stated Mr. Engle should have been present.

Council Member Mullins was in agreement with Council Member Travis.

Council Member Travis stated if Mr. Engle cared about his business, he would be present.

Mayor Ash commented regardless of what the Council action is, Mr. Engle will slam the City again.

Mayor Ash stated the motion was to delay the proposal.

City Attorney Mantzaris commented the motion was to table to the next meeting.

Council Member Mullins withdrew the motion to table. Council Member Goodgame was in agreement with withdrawing.

Mayor Ash stated the motion was withdrawn.

Mayor Ash inquired if the Council needed to make a motion to deny. City Attorney Mantzaris commented the proposal had not been heard and inquired if Council would like to hear the proposal.

Mayor Ash stated the proposal would be heard and Council would vote on the proposal.

Parks and Recreation Director Davidoff presented the proposal. Request for Proposal 13-016 was issued on May 16, 2013 and was awarded to Clermont Waterfront Bikes and Boards for two years with 3 one year renewals at the option of the City. The original contract expired on August 12, 2015 and at the option of the City, was renewed for one additional year, which ended on August 12, 2016.

The Purchasing Department issued another Request for Proposal for recreational services, which closed on September 8, 2016. The Request for Proposal was issued following requests from residents and businesses wanting to have additional businesses and rentals on the waterfront. Clermont Waterfront Bikes and Boards submitted a response. The Purchasing Department issued an award recommendation on November 23, 2016; however, the agreement was not executed by the respondent.

After several weeks of little to no communication, Clermont Waterfront Bikes and Boards asked the City to revise the terms of the agreement, including a request for a 10-year term.

Staff reviewed other current agreements with entities at Waterfront Park and proposed a revised contract which included a monthly rental payment to the City of \$300.00 plus applicable taxes, and a 3-year lease with no renewal option. The agreement terms are in line with Kona-Ice, who has been under contract with the City since September 2015 and does not reside in a City facility.

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The original agreement between the City and Clermont Bikes and Boards had been in place since August 2013 and expired August 2016. The City received a total of \$1,843.72 during the term of the agreement and has incurred expenses totaling \$12,343.27.

Mayor Ash asked if the contract included a renewal clause. The contract does not include a renewal clause.

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

City Attorney Mantzaris stated the contract has a 90-day termination provision without cause, so although it has a 3-year term, the City Council could terminate upon 90-day notice at any time for any reason.

Council Member Mullins was in agreement with the previous comments of Council. Mr. Engle has trashed the City and made libelous accusations against the City Manager and City Council. Mr. Mullins commented on not wanting to enter into a contract with a person of such character.

Council Member Travis agreed with Council Member Mullins.

Council Member Bates agreed with the Council comments. Mr. Bates stated he was displeased with how Mr. Engle handled the situation and had met with Mr. Engle a few times regarding the contract. Mr. Bates stated he had expressed his opinion to Mr. Engle similar to Council comments. He expressed disappointment of Mr. Engle not being present to provide his side. Mr. Bates commented there was a need for the service, whether by Mr. Engle or another entity. He stated it appeared the decision was already made.

Council Member Bates asked if there were others interested in providing this type of rental service. Parks and Recreation Director Davidoff stated when the bid was sent out there were a number of people who contacted the City and expressed interest; however, no other individuals submitted a proposal. Mr. Davidoff commented a number of businesses have contacted the City, although it is unknown if any desire to provide a similar service.

Council Member Travis stated the City is hoping someone will rent a building downtown and bring the service to the water front.

Council Member Travis commented Bikes and Boards was never open.

Council Member Bates stated he heard complaints of the business being closed.

Council Member Mullins suggested if Lilly's on the Lake cannot handle the volume, then the City should send out another Request for Proposal.

Council Member Bates was uncertain if the current location was appropriate.

Mayor Ash commented the service does not have to be in the current structure.

Council Member Travis indicated the structure was not the best location. Lilly's on the Lake was not opposed to allowing the service to operate from their location; however, the owner of Lilly's did not want to work with Mr. Engle.

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Council Member Mullins commented Mr. Engle wanted the City to remove the Historical Society from the Depot and allow the business to be run from the Depot.

Council Member Bates asked if Lilly's on the Lake desired to run a similar business.

City Manager Gray stated the Lilly's on the Lake Conditional Use Permit allows for the operation of a rental business. He commented three years ago when Council Member Bates brought Mr. Engle's proposed operation to his attention, the City was not using the structure. The structure will eventually be demolished. The location was not ideal, which was known upfront by the City and Mr. Engle. The majority of businesses and events will be located in the Victory Pointe area near the new boathouse, new park, and Lilly's on the Lake. The City was not seeking to have a rental operation; however, decided to provide the opportunity of the service for the residents.

City Manager Gray stated should the City desire to have another Request for Proposal, he suggested waiting until Victory Pointe is complete.

The City had communicated with Mr. Engle and suggested he work with Economic Development Director Schmidt to find a vacant building downtown and the City could have a designated area on the waterfront to launch the boards. Mr. Engle desires to remain in the current location and eventually move into a City facility at Victory Pointe; however, the City currently does not have a facility to house the rental operation.

Mayor Ash pointed out over a 3-year period Mr. Engle paid the City \$1,843.72, which was 5 percent of his sales. Ms. Ash commented even if the business was in a poor location, Mr. Engle was making \$11,000.00 to \$12,000.00 annually and paying the City \$50.00 a month.

Council Member Bates commented there was no one using the building at the time and there was a need for the service.

Mayor Ash stated the impression was he had been paying the City a lot of money.

Council Member Travis pointed out there was no permit for swimming at the location.

City Manager Gray commented launching could occur from the location; however, there was no swimming permit.

Council Member Mullins stated the paperwork indicated he was selling snacks and beverages and asked if the snacks and beverages were sold in the past. Parks and Recreation Director Davidoff commented Mr. Engle was selling bottled water.

Council Member Mullins asked of any vendors selling snacks and beverages for the summer. Parks and Recreation Director Davidoff stated Kona Ice was located at Waterfront Park in front of the splash pad and sells water, ice, Gatorade, and other beverages.

Council Member Bates expressed concern of glass at the location.

Mayor Ash commented Mr. Engle never complained about glass until recently.

Council Member Bates was in agreement with Mayor Ash.

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Mayor Ash stated it was posted on Facebook the glass had been ongoing for years.

Council Member Bates indicated he heard of the glass only recently.

Mayor Ash stated the City immediately roped off the area and staff clear out the beach once the City was made aware of the glass.

Council Member Travis indicated with the water level down, glass is surfacing on the water front.

Council Member Travis moved to deny Item 8; seconded by Council Member Mullins. The motion passed 4 to 1 with Council Member Bates in opposition.

Council Member Bates stated he preferred Mr. Engle be provided the opportunity to be in attendance.

Item No. 9 – Fee Reduction Request, PFX Athletics – 2017 Spring Games

Parks and Recreation Director Davidoff stated in November 2016 the City Council considered the 2017 Spring Games as a community partner event. PFX Athletics was granted 50 percent off the total cost of field rentals. The City of Clermont spent \$364,700.00 on facility improvements at Hancock Park and PFX Athletics provided additional enhancements at Hancock Park valued at \$28,630.95. PFX Athletics facility fees for the 2017 Spring Games were \$22,060.00. The City incurred additional costs of \$6,357.00 for facility porters at the 2017 Spring Games. PFX Athletics submitted a request to credit the \$28,630.95 toward future facility rentals, the City to provide use of Hancock Park for Spring Games at no charge, and the City pay the PFX Athletics \$7,256.25 invoice for the field maintenance expenses incurred.

Allison Strange was available to address any questions.

City Manager Gray stated if the City honors the prior agreements with PFX Athletics and offers the 50 percent reduction of field rental fees, the reduction would amount to \$11,030.00. Staff recommendation is to include the field porters fee of \$6,357.00 and the \$7,256.25 field maintenance. The total amount is \$24,643.25, and give a credit to PFX Athletics for their expenses. PFX Athletics would have a credit of \$3,987.70 which would be applied to next year's games.

Allison Strange; PFX Athletics, proposed two other options:

Option 1: A partnership with PFX Athletics for the Spring Games as a signature event with a long term agreement, no money provided to PFX Athletics and the cost of the use of Hancock Park would be at no charge to PFX Athletics for the operation of the Spring Games.

Option 2: Continue with annual agreements for the 50 percent reduction for the field rentals and credit the expenses incurred in 2017 for the facility enhancements.

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

Council Member Mullins moved to accept staff recommendation to accept services in lieu of cash and giving a credit coming forward, and will work out future negotiations during the budget workshop; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Item No. 10 – Ordinance No. 2017-24, Introduction – *The Vue Planned Unit Development Amendment*

Acting City Clerk Noak read Ordinance 2017-24 aloud by title only.

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

Council Member Mullins moved for introduction of Ordinance 2017-24; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 7:50pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Purchase Approval		
Requested Action		
Recommend to approve the purchase of a trailer mounted jetter for \$57,898.00 that is used to clean and maintain sanitary sewer lines. This quote is from the Florida Sheriff's Contract for FY 2017.		
Staff Report		
Environmental Services is requesting approval to purchase a new trailer mounted jetter for \$57,898.00 that is used to clean and maintain sanitary sewer lines. This quote is from the Florida Sheriff's Contract for FY 2017. The current trailer mounted jetter is 23 years old and is costly to repair and maintain because of it's age.		
Additional Analysis		
Fiscal Impact Summary		
The request approval amount of \$57,898.00 for a jetter is available in the FY 16/17 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$57,898.00	42535-66401 Capital Equipment	\$76,248.00
Exhibits Attached (copies of original agreements)		
1. Jetter	Jetter.pdf	

List Summary

Order Qty	Part Number	Description	Price
1	T1840	Trailer-Series RamJet 700 Gallons, 18GPM @ 4000 PSI-Run Dry Pump	\$62,404.00
1	TK 1840 300 RD	18@4000 PSI 300 Gallon Run Dry 49 HP	(\$10,968.00)
1	J5003	18 GPM @ 4000 PSI	\$0.00
1	015STDJA	300 gal Water Tank	\$0.00
1	016STDJ	Pulsation System	\$0.00
1	017STDJ	Run Dry Pump	\$0.00
1	023STDJ	E-Stop	\$0.00
1	025STDJ	600' Capacity Pivot Hose Reel	\$0.00
1	035STDJ	10' Leader Hose	\$0.00
1	050STDJ	Flexible Hose Guide	\$0.00
1	061STDJ	4" Skid & 9" extension	\$0.00
1	062STDJ	Auto Shutdown (for High Engine Temp/Low Oil Pressure)	\$0.00
1	070STDJ	Tachometer w/Hour Meter	\$0.00
1	090STDJ	Non-Silent	\$0.00
1	095STDJ	(1) 42" Aluminum Toolbox, Front Opening	\$0.00
1	097STDJ	Round Steel Fenders	\$0.00
1	098STDJ	Dual anchor Tie-Point at rear of unit	\$0.00
1	116STDJ	Ignition Switch Control Panel	\$0.00
1	117STDJ	DOT Approved Lighting	\$0.00
1	150STDJA	Water Pressure Gauge	\$0.00
1	170ASTDJ	LED Strobe Light	\$0.00
1	172STDJ	Electric Brakes	\$0.00
1	173STDJ	Aluminum Rock Guard Standard on Fenders	\$0.00
1	180STDJ	Stainless Steel Water Selector	\$0.00
1	2011STDJ	Two Drain Jet Nozzles	\$0.00
1	2012STDJ	Water Recirculator and Antifreeze System	\$0.00
1	2013STDJ	3"Tiger Tail Hose Protector	\$0.00
1	J3018STD	Hatz 49 HP 3 Cyl	\$0.00
1	J6003FSTD	500' x 1/2 Piranha Sewer Hose at 4000 PSI	\$0.00
1	J6018STD	Nozzle Storage Rack	\$0.00
2	J9017	Front Opening Toolbox	\$1,160.00
1	J6024	Fill Hose Storage Rack	\$189.00
1	J6031	25' Fill Hose for Fill system 2.5"	\$182.00
1	J6040STD	Hydraulic Speed Control Valve	\$0.00
1	J9011A	Pintle Hitch	\$65.00
1	J9075	Rear Basket	\$654.00
1	P112A	Module Paint - Standard Powder Coated Frame, Engine White, Reel Black	\$0.00
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00
1	Trailer	Jetter Trailer	\$0.00
1	K200110-C	Micro Chain Cutter	\$1,809.00
1	WS-1/2	Warthog Nozzle	\$1,253.00
1	K100011-C	Traction Nozzle with Forward Jet	\$575.00
1	K100001-C	Cleaning Nozzle 8 Rear Jet	\$575.00
1	VDS-134	Freight Charges	\$0.00

Florida Sheriffs Contract #FSE16-VEH14.0 Specification #49 Price: \$57,898.00



Environmental Products
of Florida and Georgia

Presents a Proposal Summary

of the



Jetter

Single Engine Sewer Cleaner Mounted on a Trailer

for

City of Clermont,

John Miller
Tel: (813) 299-0033



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

TRAILER MOUNTED SEWER CLEANER SPECIFICATION #49

2017 Vactor RamJet 4018

The Vactor RamJet 4018 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$62,404.00	\$62,404.00	\$62,404.00	\$62,404.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	RamJet 4018			
DEALER:	Environmental Products of Florida Corp	Environmental Products of Florida Corp	Environmental Products of Florida Corp	Environmental Products of Florida Corp
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$62,404.00	\$62,404.00	\$62,404.00	\$62,404.00

Order Code	Delete Options	All Zones
49 HP ¹	Optional equipment - specify <i>49 HP Engine</i> ¹	\$5,362.00 ¹
375W ¹	Optional equipment - specify <i>375 Gallon Water Tank</i> ¹	\$2,732.00 ¹
NRDP ¹	Optional equipment - specify <i>Run Dry Pump Feature Deletion</i> ¹	\$2,937.00 ¹
TK-1840-300-RD ¹	Optional equipment - specify <i>18@4000 PSI 300 Gallon Run Dry 49 HP</i> ¹	\$8,559.00 ¹
TK-1840-600-RD ¹	Optional equipment - specify <i>18@4000 PSI 600 Gallon Run Dry 49 HP</i> ¹	\$10,968.00 ¹
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA

Order Code	Add Options	All Zones
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Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

T-4030-750 ¹	Optional equipment - specify <i>Truck or Trailer Mount 40@3000 PSI 750 Gallon</i> ¹	\$7,795.00 ¹
T-4020-750 ¹	Optional equipment - specify <i>Truck or Trailer Mount 40@2000 PSI 750 Gallon</i> ¹	\$3,240.00 ¹
T-3030-750 ¹	Optional equipment - specify <i>Truck or Trailer Mount 30@3000 PSI 750 Gallon</i> ¹	\$2,199.00 ¹
T-6520-750 ¹	Optional equipment - specify <i>Truck or Trailer Mount 65@2000 PSI 750 Gallon</i> ¹	\$39,117.00 ¹
J090A ¹	Optional equipment - specify <i>49HP Silent Pak</i> ¹	\$2,002.00 ¹
J6017 ¹	Optional equipment - specify <i>Lateral Cleaning Kit</i> ¹	\$2,169.00 ¹
J6005A ¹	Optional equipment - specify <i>Footage Counter</i> ¹	\$582.00 ¹
J6015H ¹	Optional equipment - specify <i>Power Pull Out for VTJ Reels</i> ¹	\$2,607.00 ¹

VEHICLE:	RamJet 4018			
DEALER:	Environmental Products of Florida Corp	Environmental Products of Florida Corp	Environmental Products of Florida Corp	Environmental Products of Florida Corp
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$62,404.00	\$62,404.00	\$62,404.00	\$62,404.00

J6015F ¹	Optional equipment - specify <i>1000' Capacity Reel</i> ¹	\$721.00 ¹
J6023A ¹	Optional equipment - specify <i>Dual Telescoping Reels</i> ¹	\$7,856.00 ¹
J9017 ¹	Optional equipment - specify <i>Front Opening Toolbox (Per Toolbox)</i> ¹	\$580.00 ¹
J6003 ¹	Optional equipment - specify <i>Additional Sewer Hose per 100'</i> ¹	\$314.00 ¹
J6020 ¹	Optional equipment - specify <i>JMS Control System</i> ¹	\$3,341.00 ¹
J6020 ¹	Optional equipment - specify <i>JMS System w/Hand Held Remote</i> ¹	\$5,816.00 ¹
J6022 ¹	Optional equipment - specify <i>By Pass Valve</i> ¹	\$385.00 ¹
J6040 ¹	Optional equipment - specify <i>Hydraulic Speed Control</i> ¹	\$409.00 ¹
J8029 ¹	Optional equipment - specify <i>LED Arrowboard</i> ¹	\$1,041.00 ¹
J9004 ¹	Optional equipment - specify <i>Spare Tire and Wheel</i> ¹	\$538.00 ¹
J9011 ¹	Optional equipment - specify <i>Pinle Hitch</i> ¹	\$67.00 ¹
JE004 ¹	Optional equipment - specify <i>Easement Machine</i> ¹	\$60,328.00 ¹
Temp ¹	Temporary tag	NC ¹
Tran ¹	Transfer existing registration (must provide tag number)	\$100.00 ¹
NTAG ¹	New state tag (specify state, county, city, sheriff, etc.)	\$150.00 ¹
MAIN PL ¹	Maintenance Plan – specify <i>Full Maintenance per Year up to 5 Years</i> ¹	\$8,000.00 ¹
	Maintenance Plan – specify	NA
Warr J ¹	Warranty - specify <i>Per year up to 5 years</i> ¹	\$2,700.00 ¹
	Warranty - specify	NA



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Purchase Approval		
Requested Action		
Recommend to approve the purchase of Trenchless Sewer Main Pipe lining services for \$80,520.00.		
Staff Report		
The Environmental Services is requesting approval to purchase Trenchless Sewer Main Pipe lining services for \$80,520.00 utilizing existing contract 2015-27, Professional Services for Storm Line Rehabilitation by Layne Inliner .		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount of \$80,520.00 for storm water pipe lining at Victory Way is available in the FY 16/17 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$80,520.00	45538-66306-38110 - Cap Out Victory Pointe	\$9,026,977.00
Exhibits Attached (copies of original agreements)		
1. Victory Way Lining	Victory Way Lining.pdf	



PROPOSAL

DATE: June 7, 2017

SUBMITTED TO: City of Clermont
3335 Hancock Road
Clermont, FL 34711
Attn: Jerrone McLaren
Environmental Services Manager

PROJECT: Victory Way

We propose hereby to furnish material and labor - complete in accordance with specifications below for the sum of:

Eighty Thousand Five Hundred Twenty dollars and no cents (\$80,520.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:

Layne Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #14 - Furnish/Install 15" RICIPP (7.5 mm)	915	LF	\$88.00	\$80,520.00
			TOTAL	\$80,520.00

NOTES:

1. Pricing based on unit prices contained in contract between Layne Inliner, LLC and the City of Orlando, contract number IFB15-0017.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. This proposal is subject to pre-TV inspection by Layne Inliner, LLC indicating that line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs if required prior to installing Inliner.
5. Layne Inliner, LLC shall furnish the City of Clermont with a final inspection CD of the rehabilitated sewer lines.

Signature

Tommy Robertson, Branch Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Purchase Approval		
Requested Action		
Recommend to approve a one time purchase between the City of Clermont and Ty Parker & Son, Inc. d/b/a Wildland Warehouse for firefighter protective clothing.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. The Fire Department was awarded a financial assistance grant from the U.S. Department of Homeland Security in 2016 in the amount of \$48,000 with a cost match fund of \$4,800 or 10% of the contribution. Grant award number EMW-2015-FO-05098. The Fire Department contacted the Purchasing Department to determine the most effective manner to purchase firefighter protective clothing. The Purchasing Department issued a Request for Bid (RFB) number 17-035 on April 28, 2017 to purchase firefighter protective clothing and related equipment. At the end of the solicitation deadline, the Purchasing Department received no-bids. The Fire Department obtained a quote from Wildland Warehouse through GSA Contract number GS-07F-0341X for the purchase of firefighter protective gear in the total amount of \$54,863.16. Purchase approval is being sought with Ty Parker & Son, Inc. d/b/a Wildland Warehouse in the total amount of \$54,863.16		
Additional Analysis		
Fiscal Impact Summary		
The amount of the total purchase (\$6,863.16) not reimbursed by the grant is funded through the Fire Dept. current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Wildland Warehouse Quote Wildland Warehouse Quote.PDF		
2. Grant Award Letter AFG Grant Award Letter.pdf		



FEIN: 02-0649063

April 25, 2017

Bill To:

Clermont Fire Department
Jennifer Pierce
439 West Highway 50
Clermont, Florida 34711
352.455.7045
352.394.7662
jpierce@clermontfl.org

Ship to:

Clermont Fire Department
439 West Highway 50
Clermont, Florida 34711

Quotation # 17069E

QTY	ITEM #	DESCRIPTION	RETAIL PRICE	DISCOUNT PRICE	TOTAL
58	400001	V.F.D. Wildland Firefighting PPE Package, Overclothing Option, to include:	\$519.00		
		040113 Wildland Gear Bag (Color: Red)			
		011701 Leather Work Gloves w/ Pull-Back Strap (Small-XL)			
		081202 Bullard Full Brim Style Helmet Color: Red, Yellow, White, Black upgrade (\$3.50)	\$3.50		
		173505 ESS Striketeam WF Goggle Upgrade (+\$12)	\$12.00		
		010302 Topps 6 oz Nomex Wildland Fire Jacket w/ Triple Trim in Lime/Silver, Yellow, Sized Small-3XL			
		010301 Topps 6 oz Nomex Wildland Fire Overpant w/ Triple Trim in Lime/Silver, Yellow, Sized: 30-48 Waist, Inseam 30,32, or 34			
		010005 Wildland Firefighter T-Shirt-FREE, Sized to Overshirt			
45	707101	New Generation Fire Shelters- Regular Size	\$389.99		
13	707102	New Generation Fire Shelters- Large Size	\$449.99		
45		Custom Packaged total w/ Regular Fire Shelters	\$924.49	\$896.01	40320.45
13		Custom Packaged total w/ Large Fire Shelters	\$1,003.48	\$956.01	12428.13
		I authorize Wildland Warehouse to supply the above items as			
		X _____			
		Print Name:			
Thank you for this opportunity!			Subtotal	52,748.58	
Quoted by: Chad Pulsinelli			Sales Tax	exx	
Please Note: The above individual prices do not include shipping and handling costs to final destination.			Estimated Shipping and Handling	2,114.58	
			Total		\$54,863.16

Notes:

1. The above Quotation is valid only for the exact line items and quantities listed above. Orders for partial items or lesser quantities may be subject to alternate pricing. We are not responsible for typographical errors.
2. The above Quoted prices are valid for **30 Days**.
3. Terms - **NET 20** unless otherwise stated. Department account application and purchase order, voucher or signed Quote required prior to ordering of goods.
4. Unless expressly stated, the above quoted items are NOT part of our GSA Advantage contract.

****Shipping & Handling charges are dependent on the final quantity of goods ordered, and the type of shipping chosen by the customer. Any amount shown is only an estimate based on the quantities above via FedEx Ground, and is subject to change.**
Thank you for your interest in our products. Please see our website for more information, and do not hesitate to give us a call if you have any

U.S. Department of Homeland Security
Washington, D.C. 20472



Ms. Jennifer Pierce
City of Clermont (FL) Fire Department
439 W Highway 50
Clermont, Florida 34711-3031

Re: Award No.EMW-2015-FO-05098

Dear Ms. Pierce:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of \$48,000.00. As a condition of this award, you are required to contribute a cost match in the amount of \$4,800.00 of non-Federal funds, or 10 percent of the Federal contribution of \$48,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number ITB 016-16 from the City of Plantation with Allied Universal Corporation for supply and delivery of Sodium Hypochlorite.		
Staff Report		
The Purchasing Department and the Environmental Department recommend approval of the above action. At the request of the Environmental Department, the Purchasing Department sought a contract from the City of Plantation to supply and deliver Sodium Hypochlorite. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1706-002 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 Plantation contract. The City of Plantation 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 \$160,000 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 1706-002 RFI 1706-002.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the City of Plantation Contract for Supply and Delivery of Sodium Hypochlorite

CONTACT INFORMATION:	RFI No. 1706-002	ISSUED DATE: June 13, 2017
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 22, 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: Allied Universal Corporation

(c) Contract Number and Title: ITB No. 016-16 titled Supply and Delivery of Sodium Hypochlorite

(d) Length of Contract: Contract expires October 20, 2017 with optional four (4) additional one-year renewal.

(e) Product or Service Provided: To provide and deliver Sodium Hypochlorite.

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Recommend to approve the Interlocal agreement with the Town of Montverde providing wholesale wastewater treatment for up to 200,000 gallons per day.		
Staff Report		
In 2014 the City of Clermont entered into an Interlocal agreement with the Town of Montverde providing wholesale wastewater treatment for up to 50,000 gallons per day. This proposed agreement allows for the Town of Montverde to send an additional 150,000 gallons per day to the City of Clermont Water Reclamation Facility up to 200,000 gallons per day. The Environmental Services staff recommends the City Council approve the Inter-local Agreement for providing wholesale wastewater treatment services to the Town of Montverde. This agreement will eliminate the installation of hundreds of septic tanks on Lake Apopka, provide a source of reclaimed water to the City of Clermont and allow for sharing of expenses at our wastewater treatment facility.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Interlocal Agreement	Amended and Restated Clermont Montverde.pdf	

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF CLERMONT AND
THE TOWN OF MONTVERDE FOR PROVISION
OF WASTEWATER SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE TOWN OF MONTVERDE, Florida (hereafter referred to as "MONTVERDE"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, CLERMONT and MONTVERDE entered into the Interlocal Agreement between the City of Clermont and the Town of Montverde for Provision of Wastewater Services dated July 8, 2014 and recorded July 25, 2014 in Official Records Book 4506, Page 878, Public Records of Lake County, and the parties wish to amend and restate the Agreement; and

WHEREAS, MONTVERDE operates a water utility that serves approximately 632 customers, and

WHEREAS, MONTVERDE'S water utility customers presently use septic tanks as a means of wastewater removal; and

WHEREAS, MONTVERDE would like to provide wastewater services and implement a wastewater system within its water utility and thereby provide means to eliminate or reduce the use of septic tanks for waste removal for a new development within MONTVERDE'S 180 Utility District; and

WHEREAS, MONTVERDE recognizes the financial constraints of constructing its own wastewater treatment plant; and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from MONTVERDE; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by customers of MONTVERDE'S water utility will be financially beneficial to both CLERMONT and MONTVERDE and will be beneficial to the citizens of MONTVERDE and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

NOW THEREFORE, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 200,000 gallons per day of MONTVERDE'S wastewater from the Town for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to MONTVERDE in increments or phases in accordance with the provisions set forth in **Exhibit "A"** attached hereto. CLERMONT'S acceptance of wastewater from MONTVERDE is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. Once any portion of the allotment is in "use" as described herein, the right of MONTVERDE to transmit the quantity of wastewater justified by such use shall be deemed vested in MONTVERDE (the vested allotment amounts). Upon such vesting MONTVERDE shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by MONTVERDE of the Clermont Impact Fee (as provided in paragraph 8) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in the most recent version of the City of Clermont Comprehensive Plan – Sanitary Sewer Element adopted level of service.

4. MONTVERDE shall pay to CLERMONT, in the manner specified in paragraph 10 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from MONTVERDE for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MONTVERDE, based on conditions that are unique and specific to MONTVERDE. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MONTVERDE shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MONTVERDE. In addition to the above-referenced Intergovernmental Wholesale Rate, MONTVERDE shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in **Exhibit "B"**, attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by MONTVERDE to the plant. MONTVERDE shall, in accordance with CLERMONT'S current system requirements, install, or cause to be installed (by developers or other third parties) at MONTVERDE'S expense or that of the developer, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). For the Lake Apopka Sound Project a flow meter assembly shall be constructed on Tract H, Verde Park Phase I, according to the Plat thereof recorded in Plat Book 65, Page 68, Public Records of Lake County, Florida. Flow meter assemblies to be installed for future projects shall be constructed in locations agreed on by CLERMONT and MONTVERDE. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system.

6. Lake Apopka Sound Project (Described in Exhibit C. MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to CLERMONT'S existing force main at the location shown as "Point A" on **Exhibit "D"** attached and incorporated herein. MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes in the Lake Apopka Sound project, to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

7. Lake Apopka Sound Project. The parties agree on a "Demarcation Point" as illustrated and described as "Point A" on **Exhibit "D"** attached and incorporated herein. MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

8. For future projects, MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to an existing CLERMONT force main and at the location which shall be agreed on by MONTVERDE and CLERMONT (the Demarcation Point). MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

9. The parties agree MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

10. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of MONTVERDE'S wastewater system will be charged an impact fee. The Parties agree that MONTVERDE upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee. A schedule showing the amount of the Clermont Impact fee for single family residential that would be connected to the system is attached as **Exhibit "E"**. The payment by MONTVERDE of Clermont's Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to MONTVERDE. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee shall be governed by Clermont's ordinance on that subject as it may be amended from time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increase impact fee pursuant to CLERMONT'S ordinance, the increase impact fee, if any, subject to the reduction described herein, shall be paid at the time MONTVERDE issues its final approval for the expansion or change of use. However, in no event shall MONTVERDE be required to pay an amount attributable to the Clermont Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers. In accordance herewith, MONTVERDE shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system; however, building permits relevant to this monthly report are only those whose work will have an impact on the wastewater system.

11. MONTVERDE agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. Lake Apopka Sound subdivision is a residential only community. MONTVERDE further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of MONTVERDE'S compliance with this paragraph, MONTVERDE agrees to provide CLERMONT with development plans of non-residential customers connecting to MONTVERDE'S wastewater

system. The plans shall be provided to CLERMONT prior to the issuance of any predevelopment approval, site approval, development order, construction or building permit by MONTVERDE and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

12. CLERMONT will invoice MONTVERDE on a monthly basis for the amount due for treatment and disposal of MONTVERDE'S wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from MONTVERDE to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in **Exhibit "B"** hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to MONTVERDE may not be sold, sublet, transferred or assigned by MONTVERDE to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to MONTVERDE obtaining its desired capacity, CLERMONT agrees to work with MONTVERDE in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate MONTVERDE'S remaining capacity requirements.

13. MONTVERDE agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MONTVERDE wastewater system.

14. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MONTVERDE. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

15. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MONTVERDE, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

16. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall

be exclusively in Lake County Circuit Court.

17. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager
685 West Montrose Street -3rd Floor
Clermont, FL 34711

Town of Montverde, Mayor
P.O. Box 560008
Montverde, FL 34756

18. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MONTVERDE are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

19. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

20. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement

in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This First Amended and Restated Interlocal Agreement replaces the Interlocal Agreement between the parties dated July 8, 2014 and recorded July 25, 2014 in Official Records Book 4506, Page 878, Public Records of Lake County.

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

22. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

APPROVED AS TO FORM AND CONTENT:

Daniel F. Mantzaris, CITY ATTORNEY

Witnesses:

Print Name: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by Gail L. Ash, as Mayor of the City of Clermont, Florida, who executed the foregoing
instrument and acknowledged before me that he executed the same for the uses and purposes
therein expressed, and who is personally known to me.

SEAL

Notary Public
My Commission Expires:
Type or Print Name

THE TOWN OF MONTVERDE, FLORIDA

Joe Wynkoop, Mayor

ATTEST

Graham Wells, Town Clerk

APPROVED AS TO FORM AND CONTENT:

Anita Geraci-Carver, TOWN ATTORNEY

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____
2017, by Joe Wynkoop, as Mayor of the Town of Montverde, Florida, who executed the foregoing
instrument and acknowledged before me that he executed the same for the uses and purposes
therein expressed, and who is personally known to me.

SEAL

Notary Public
My Commission Expires:
Type or Print Name

Exhibit A
Allotment of 200,000 gallons per day

Year 2017/2018	25,000 gallons per day
Year 2018/2019	50,000 gallons per day
Year 2019/2020	100,000 gallons per day
Year 2020/2021	25,000 gallons per day

Exhibit B
High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

MONTVERDE shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

I. *High Strength Waste Surcharge Criteria.*

A. *Surcharge for abnormal strength wastes.*

1. A surcharge shall be imposed where the wastewater from MONTVERDE contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MONTVERDE during the billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MONTVERDE's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MONTVERDE may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MONTVERDE.

B. *Definition of Terms.*

1. Surcharge - Amount of money added to MONTVERDE's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

II. Hydraulic Peaking Factor Surcharge.

A. Surcharge

For each day that MONTVERDE transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MONTVERDE will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

B. Definitions.

Average Daily Peak Flow (ADPF) - MONTVERDE's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MONTVERDE.

Exhibit C
Legal Description of Lake Apopka Sound

THAT PART OF GOVERNMENT LOTS 2 AND 3, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

ALSO;

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 349.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3

ALSO;

THE NORTH 50 FEET OF THE SOUTH 500 FEET OF THE EAST 130 FEET LYING WEST OF THE WEST 479.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

ALSO;

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 356.4 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

CONTAINING 70.030 ACRES, MORE OR LESS.

LAKE COUNTY ACREAGE = 59.773

ORANGE COUNTY ACREAGE = 10.257

Exhibit D
Point A

Exhibit “E”
Impact Fee Schedule

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Table 3-8
City of Clermont
Water and Wastewater Impact Fee Analysis

Page 1 of 2

Development of Wastewater System Impact Fee

Line No.	Description	Amount
Total Estimated Cost of Existing & Future Wastewater Treatment & Disposal Facilities:		
1	Cost of Existing & Future Facilities [1]	\$40,673,425
2	Additional Borrowing Costs [2]	5,237,271
3	Additional Costs Capitalized - CIP [3]	44,863,500
4	Less Receipt of Grant Funds [4]	(1,664,926)
5	Subtotal Wastewater Treatment and Disposal Facilities	\$89,109,270
6	Future Plant Capacity (MGD) (AADF) [5]	8.000
7	Projected Average Daily Flow (MGD) (AADF) [6]	2.195
8	ERC Factor - (OPD) (ADF) [7]	220.0
9	Estimated ERUs to be Served by Facilities	36,364
10	Percent Remaining Capacity of Facilities	72.57%
11	Allocation of Facilities to Incremental Growth	\$64,665,148
12	Rate per ERC Associated with Existing & Future Facilities	\$2,450.50
Primary Transmission System and Pump Stations:		
13	Existing Facilities [9]	\$9,772,633
14	Additional Costs Capitalized - CIP [10]	8,200,000
15	Less Receipt of Grant Funds [4]	0
16	Total Primary Transmission Facility Costs	\$17,972,633
17	Estimated ERUs Served by Existing Facilities [11]	18,182
18	Estimated Future ERUs served by Collection Facilities [11]	0
19	Total Estimated ERUs served by Collection Facilities [11]	18,182
20	Net Rate per ERU of Primary Transmission Facilities	\$988.49
21	Total Combined Rate per ERU After Rate Adjustment	\$3,438.99
22	Rounded Rate per ERU	\$3,439.00
23	Cost Per Gallon	\$15.632
	MDF = Maximum Daily Flow	
	AADF = Average Daily Flow	
	ERU = Equivalent Residential Unit	
	OPD = Gallons per Day	

Footnotes continued on the following page.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Resolution No. 2017-31		
Requested Action		
Recommend to approve of a Resolution authorizing the purchase of property from John Kingman Keating, Tony H. Roper, and Bert E. Roper & Barbara C. Roper Family Limited Partnership for property located on Hancock Road consisting of 18 acres of Lake County Tax Identification Parcel Number 34-22-26-0002-000-00101, with Alt Key Number 1593093 in the amount of \$1.8 Million Dollars.		
Staff Report		
The existing Public Works Site is over 25 years old, has met its useful lifespan and is overcrowded with the growth of the City Public Works Department over the last 20 years. A space needs analysis was performed in 2014 verifying the need to relocate and rebuild the Public Works Site. Staff recommends approval of a Resolution authorizing the purchase of property from John Kingman Keating, Tony H. Roper, and Bert E. Roper & Barbara C. Roper Family Limited Partnership for property located on Hancock Road consisting of 18 acres of Lake County Tax Identification Parcel Number 34-22-26-0002-000-00101, with Alt Key Number 1593093 in the amount of \$1.8 Million Dollars.		
Additional Analysis		
Fiscal Impact Summary		
The purchase is included in the quarterly budget amendment resolution.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Public Works Property Resolution 2017-31 2017-31 Roper Property Resolution.doc		
2. Contract for Sale and Purchase Contract for Sale and Purchase.doc		

CITY OF CLERMONT
RESOLUTION NO. 2017-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 18 ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY, FLORIDA FROM JOHN KINGMAN KEATING, TONY H. ROPER, BERT E. ROPER AND BARBARA C. ROPER FAMILY LIMITED PARTNERSHIP FOR THE PURCHASE PRICE OF \$1.8 MILLION, PLUS SELLER'S CLOSING COSTS, AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

SECTION 1.

The City Council of the City of Clermont, Lake County, Florida does hereby accept the offer provided by John Kingman Keating, Tony H. Roper, and Bert E. Roper & Barbara C. Roper Family Limited Partnership in the amount of \$1.8 million plus Seller's closing costs, and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-31

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th 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

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the “Contract”) is made and entered into on the _____ day of _____, 2017, by and between The CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida (“Buyer”) and [ALL SELLERS], whose address is c/o 250 East Colonial Drive, Suite 300, Orlando, Florida 32801 (“Seller”):

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. **Description of Property.** The real property that is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract consists of approximately eighteen (18) acres of land located on Hancock Road in Lake County, Florida and comprising a portion of Lake County Tax Identification Parcel Number 34-22-26-0002-000-00101, with Alt Key Number 1593093, together with all tenements, hereditaments, rights, privileges and easements thereunto belonging (hereinafter together referred to as the “Property”). The Property is a portion of a larger parcel of real property owned by the Seller (the “Parent Parcel”) and Seller shall retain portion of the Parent Parcel outside of the Property (the “Retained Parcel”). A portion of the northeast corner of the Parent Parcel shall be used as a master drainage/retention/detention area (the “Master Drainage Area”) which shall serve the Property and the balance of the Parent Parcel. The approximate boundaries and dimensions of the Property, Parent Parcel, Retained Parcel and Master Drainage Area are as set forth on the depiction attached hereto as Exhibit “A” (the “Sketch”), and the final dimensions and legal description of the Property shall be determined upon the approval of both the Seller and Buyer of the Survey and legal descriptions contained therein to be obtained by the Buyer during the Inspection Period (as hereinafter defined) and as provided in Section 5. At the option of the Seller, Seller may retain ownership of the portion of the Master Drainage Area which Buyer is otherwise intended to purchase hereunder, provided Buyer’s rights, interests and use of the Master Drainage Area are set forth in the Easement and Access Declaration (as hereinafter defined). It is the intention of the Seller and Buyer that the cost of the portion of the Master Drainage Area for which the Buyer shall pay, the cost of the construction of the joint access driveway, transportation improvements, lift station and other shared improvements, all as set forth in the Easement and Access Declaration (as hereinafter defined) which is to be negotiated, shall be proportionately allocated between the Seller and Buyer in accordance with the acreage which each shall own west of the utilities easement located on the Parent Parcel. The Seller’s Proportionate Share shall be a fraction the numerator of which shall be the net acreage in the Retained Parcel west of the utilities easement and the denominator of which shall be all of the Parent Parcel acreage west of the utilities easement. The Buyer’s Proportionate Share shall be a fraction the numerator of which shall be the net acreage in the Property west of the utilities easement and the denominator of which shall be all of the Parent Parcel acreage west of the utilities easement. The foregoing shall be agreed upon by the Seller and Buyer during the Inspection Period.

2. **Contract to Sell and Option to Purchase.** Seller hereby agrees to sell and convey and

Buyer hereby agrees to accept an option to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract. The option contained herein shall be subject to and contingent upon the approval of the City Council of the City of Clermont of the terms and conditions contained herein. Subject to the satisfaction of all of Seller's Conditions Precedent, Seller's agreement to sell shall be deemed an irrevocable offer to sell the Property for a period of thirty (30) days from the date of Seller's execution of this Contract. If the Contract is approved by the City Council of the City of Clermont and executed by the Mayor, or his designee, on or before the expiration of thirty (30) days from the date of execution by the Seller, then this Contract shall be binding on the parties in accordance with its terms and conditions and the Effective Date shall be the date of execution of the Contract by the Mayor or his designee. If this option Contract is not timely approved and executed as provided above, then the option shall terminate without consequence or obligation to either party.

3. **Purchase Price and Method of Payment.** Subject to credits, adjustments and proration for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller (the "Purchase Price") shall be One Million Eight Hundred Thousand Dollars (\$1,800,000.00), based upon an assumed approximately eighteen (18.00) gross acres at a price of One Hundred Thousand Dollars (\$100,000.00) per gross acre. The foregoing approximately eighteen (18) acres are intended to include the Buyer's purchase of the equivalent of approximately three (3) acres within the Master Drainage Area. In the event the Survey of the Property, as contemplated in Section 5 and as approved by both Seller and Buyer, establishes a total gross acreage of less or more gross acres as rounded to the one hundredth (100th) of a gross acre, the Purchase Price will be adjusted at Closing to reflect a Purchase Price that is One Hundred Thousand Dollars (\$100,000.00) per gross acre. Notwithstanding Seller's retention of ownership of the Master Drainage Area, and the required execution of the Easement and Access Declaration, the Buyer shall pay to Seller One Hundred Thousand Dollars (\$100,000.00) per gross acre of the Master Drainage Area which is allocated to the Property, based on the agreement of both Seller and Buyer. Within five (5) days of the Effective Date, the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Escrow Deposit") shall be deposited in escrow to be held by the law firm of DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP (the "Escrow Agent") subject to the terms and conditions hereof. Upon compliance with all of the terms and conditions of this Contract, the balance of the Purchase Price shall be paid by Buyer and the Escrow Agent to Seller in United States funds by wire transfer at the time of Closing.

4. **Title and Survey.**

(a) **Title Commitment.** Within fifteen (15) days after the Effective Date the Seller shall, at Seller's cost, deliver or caused to be delivered to the Buyer a standard owner's preliminary title commitment (the "Title Commitment") issued by a title underwriter (the "Title Insurer"), in the amount of the Purchase Price, describing the Land, showing the Buyer as the proposed insured, contain the commitment of the Title Insurer to insure Buyer's fee simple interest in the Property upon the Closing, and show that title to the Property is good and marketable and insurable subject only to those liens, encumbrances, exceptions or qualifications which are permitted as set forth in this Contract; and which shall have legible copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

(b) Survey. Seller shall provide Buyer with a copy of the existing survey of the Property (including additional land previously sold by Seller) and at Buyer's sole cost and expense, Buyer shall obtain a new and updated boundary and topographical survey (the "Survey") of the Parent Parcel, and the component parcels, from BESH (the "Surveyor"), which Survey shall depict: (i) the dimensions and acreage of the Property, Parent Parcel, Retained Parcel, Master Drainage Area, Access Driveway, and all utility and other easements either in place or contemplated by this Contract, and such other information or matters as the parties shall reasonably determine. The Surveyor shall be required to deliver paper and digital files of the Survey in pdf and CAD format to both Buyer and Seller. The Survey shall be reasonably acceptable to both the Seller and Buyer and the Seller and Buyer shall agree on the dimensions, acreage and location of the Property, Parent Parcel, Retained Parcel, Master Drainage Area, Access Driveway, and all utility and other easements either in place or contemplated by this Contract. The Surveyor shall make such revisions and adjustments to the Survey as shall be required based on the agreement of the Seller and Buyer.

(c) Title Review. At any time and from time to time during the period from the Effective Date to forty-five (45) days after the Effective Date (the "Title and Survey Review Period"), Buyer may object in writing ("Buyer's Objection Notice") to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Buyer so objects shall be "Non-Permitted Exceptions"; if no such objection notice is given during the Title and Survey Review Period, except as otherwise provided below, all matters reflected by the Survey and Title Commitment shall be "Permitted Exceptions". Seller may, but shall not be obligated to, at its sole cost and expense, cure, or remove or have the Title Insurer insure around (or commit in writing to do so by Closing), in a manner reasonably acceptable to Buyer, some or all Non-Permitted Exceptions, and give Buyer written notice thereof ("Seller's Cure Notice") within five (5) Business Days after Seller receives the Buyer's Objection Letter; provided, however, Seller, at its sole cost and expense, shall be obligated to cure, remove or insure around by Closing all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other monetary liens and encumbrances against the Property arising by, through or under Seller (other than the liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Buyer objects thereto during the Title and Survey Review Period (the "Monetary Liens"), and all such matters shall be deemed Non-Permitted Exceptions. In the event that Seller does not deliver a Seller's Cure Notice within the aforesaid required time period, then Seller shall be deemed to have elected not to cure all matters set forth in Buyer's Objection Notice. If Buyer is not satisfied with the matters that Seller has agreed and not agreed to cure in Seller's Cure Notice or if Seller does not deliver a Seller's Cure Notice within the required time period, then Buyer may, as its sole and exclusive remedy elect, on or before the end of the Inspection Period, either (a) terminate this Contract and recover the Escrow Deposit by providing written notice of termination to Seller, and neither Buyer nor Seller shall thereafter have any obligations under this Contract except those that expressly survive the termination of this Contract, or (b) purchase the Property subject to the Non-Permitted Exceptions (other than Monetary Liens), in which event such Non-Permitted Exceptions (other than Monetary Liens) shall thereafter be Permitted Exceptions. If Buyer fails to terminate this Contract on or before the end of the Inspection Period, Buyer shall be deemed to have accepted the Title Commitment and Survey in their then

current conditions, subject to Seller's commitment to resolve the matters raised in Buyer's Objection Notice that Seller agreed to cure in the Seller's Cure Notice, and all exceptions remaining in the Title Commitment shall be Permitted Exceptions (other than Monetary Liens).

Buyer shall have the right to have the Title Commitment and Survey updated until the date of Closing and if, between the end of the Title and Survey Review Period and Closing, Buyer receives notice of additional liens, encumbrances or other matters not reflected in the initial Title Commitment or Survey or otherwise becomes aware of such matters, Buyer may submit an additional Buyer's Objection Notice ("Additional Buyer's Objection Notice") regarding such additional Non-Permitted Exceptions, provided that Buyer must deliver said Additional Buyer's Objection Notice within five (5) Business Days of receiving notice about or becoming aware of such additional matter and, in the absence of the provision of any such Additional Buyer's Objection Notice within such time period, such additional matter shall be deemed to be a Permitted Exception (unless such exception is a Monetary Lien). Seller may, but shall not be obligated to, at its sole cost and expense, commit to cure, remove or insure around by Closing, in a manner reasonably acceptable to Buyer, any or all Non-Permitted Exceptions raised in the Additional Buyer's Objection Notice and give Buyer written notice thereof by way of an additional Seller's Cure Notice ("Additional Seller's Cure Notice") delivered within five (5) Business Days after its receipt of Buyer's Additional Buyer's Objection Notice with respect to such additional matter. If Buyer is not satisfied with the matters that Seller has agreed and not agreed to cure in the Additional Seller's Cure Notice or if Seller does not deliver an Additional Seller's Cure Notice within the required time period (in which event Seller shall be deemed to have elected to cure none of the matters contained within the Additional Buyer's Objection Notice) and such additional matters arose by, through or under Seller and would adversely affect the title to the Property, then Buyer may, on or before the date which is two (2) Business Days after receipt of Seller's Additional Cure Notice (or if no notice is given, then within two (2) Business Days after the expiration of the period within which Seller was to deliver an Additional Seller's Cure Notice) but in no event later than the Closing Date, as its sole and exclusive remedy elect to either (a) terminate this Contract and recover the Escrow Deposit by providing written notice of termination to Seller, and neither Buyer nor Seller shall have thereafter any obligations under this Contract except those that expressly survive the termination of this Contract, or (b) purchase the Property subject to the Non-Permitted Exceptions (other than Monetary Liens), in which event such Non-Permitted Exceptions (other than Monetary Liens) shall thereafter be Permitted Exceptions.

(d) Delivery of Title Policy at Closing. In the event that the Title Insurer does not issue at Closing, or unconditionally commit at Closing, to issue, to Buyer, due to no fault of Buyer, an owner's title policy in accordance with the Title Commitment, insuring Buyer's title to the Property in the amount of the Purchase Price, subject only to the standard exceptions and exclusions from coverage contained in such policy and the Permitted Exceptions (the "Title Policy"), Buyer shall notify Seller as soon as possible prior to Closing, and Seller may at its option adjourn the Closing for up to but not more than fifteen (15) days to try to resolve such issues with the Title Insurer. If at Closing, as such Closing may have been adjourned by Seller as provided herein, Title Insurer still shall not issue, or unconditionally commit to issue to Buyer such title policy due to no fault of Buyer, then Buyer shall have the right to terminate this Contract, in which case Escrow Deposit shall be immediately returned to Buyer and the parties

hereto shall thereafter have no further rights or obligations, other than those that by their terms survive the termination of this Contract.

5. Investigations and Inspections of Property. Commencing on the Effective Date and continuing until the Closing Buyer and its agents and representatives shall have reasonable access to the Property at all reasonable times during normal business hours, after reasonable advance notice to Seller, for the purpose of conducting inspections and tests, including surveys, engineering, geotechnical and environmental inspections (limited to Phase I tests) and other tests; provided, Seller shall have the right to accompany Buyer (or have a representative of Seller accompany Buyer) on any of such inspections; and provided further that in no event will Buyer be permitted to perform any invasive physical or environmental testing of the Property beyond a customary Phase I environmental investigation without obtaining the prior written consent of Seller. Should Buyer so desire to perform any such invasive testing, Buyer shall provide Seller for Seller's consideration a written request detailing the nature of the proposed testing and the reasoning for requiring such testing at least five (5) Business Days prior to the date that Buyer wishes to conduct such testing. The rights granted to Buyer pursuant to this Section 5 shall be exercised only after Buyer (i) has obtained a policy of general liability insurance which insure Buyer and Seller with liability insurance limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for personal injury and property damage, and name Seller as an additional insured, and (ii) provides Seller with certificates of insurance evidencing that Buyer has obtained the aforementioned policies of insurance. Buyer shall have until 5:00 p.m. eastern standard time on the date which is one hundred twenty (120) days after the Contract Date (the "Inspection Period") in which to examine, inspect, and investigate the Property Information and the Property and, in Buyer's sole and absolute judgment and discretion, determine whether the Property is acceptable to Buyer. Buyer may terminate this Contract for any reason or no reason at all by sending written notice thereof to Seller on or before the end of the Inspection Period. In addition, Buyer shall be deemed to have accepted the Property and elected to proceed to Closing under this Contract unless Buyer delivers to Seller written notice of Buyer's election to terminate this Contract (the "Due Diligence Termination Notice") on or before 5:00 p.m. eastern standard time on the last day of the Inspection Period. Unless Buyer timely delivers a Due Diligence Termination Notice pursuant to this Section 5, then upon expiration of the Inspection Period, this Contract shall continue in full force and effect, and Buyer shall be deemed to have waived its right to terminate this Contract pursuant to this Section 5. In the event Buyer timely delivers a Due Diligence Termination Notice pursuant to this Section 5, the Escrow Deposit shall be returned to Buyer. Copies of any and all documents, plans, specifications, drawings, surveys, reports, environmental audits, correspondence, or communications and any other documents, reports, materials or items produced by or for the benefit of the Buyer, in Buyer's possession or control, in connection with its investigation and inspection of the Property or its efforts to determine the feasibility of or obtain any necessary approvals related to the Property, shall be delivered to the Seller within five (5) days of their receipt or production by the Buyer, at no cost or expense to Seller. Notwithstanding the foregoing, Seller shall have no right to rely upon the accuracy of any information contained therein and is not an intended third party beneficiary of any such document. In conducting any inspections, investigations or tests of the Property, Buyer and its agents and representatives shall: (a) not damage any part of the Property or any personal property; (b) not injure or otherwise cause bodily harm to Seller or any third parties; (c) comply with all applicable laws; (d) promptly pay when due the costs of all tests,

investigations, and examinations done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (h) repair any damage to the Property resulting directly from any such inspection or tests. Moreover, Buyer indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Buyer's inspections or tests permitted under this Contract or any violation of the provisions of this Section 5. Buyer's obligations under this Section 5 shall survive the termination of this Contract and shall survive the Closing.

6. **Easement and Access Declaration.** During the Inspection Period, the Buyer and Seller shall negotiate and agree upon the final terms and conditions of a Declaration of Drainage, Utilities and Access Easement Agreement (the "Easement and Access Declaration") the exact terms and conditions of which shall be approved by the Seller and Buyer in their sole and absolute discretion and which shall include the provisions relating to:

(a) The planning, engineering, approval, construction, maintenance, operation, repair, replacement and use of shared access driveway, deceleration and turn lanes, and related roadway and other improvements (including all intersection and off-site improvements).

(b) The planning, engineering, approval, construction, maintenance, operation, repair, replacement and use of a shared surface water drainage system including retention/detention areas located in the Drainage Easement Area, all of which shall serve the surface water drainage requirements of the Property, the Retained Parcel and the Parent Parcel.

(c) The planning, engineering, approval, construction, maintenance, operation, repair, replacement and use of sanitary sewer and potable water systems, including a lift station, and related facilities sufficient to serve the requirements of the Parent Parcel as developed.

In the event the Seller and Buyer cannot agree on the final terms and conditions of the Easement and Access Declaration on or before the end of the Inspection Period, then in either party shall have the right to terminate this Contract, by delivering written notice to the other party in which event the Escrow Deposit shall be returned to the Buyer and all rights, interests and obligations arising hereunder shall cease and terminate, except those which are intended to survive such termination.

7. **Conveyance of Property.** At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for matters of title accepted by Buyer set forth in the Commitment; (ii) an assignment from Seller to Buyer in a form acceptable to Buyer, assigning all of Seller's right, title and interest in all guarantees and warranties pertaining to the Property and any permits, licenses, plans, authorizations and approvals relating to the Property, (iii) if applicable, an affidavit from Seller certified to Buyer and to the title company in form required by Buyer and the title company to delete from Buyer's title insurance policy all construction liens and possession exceptions and any other exceptions the title company will delete based on Seller's affidavit; (iv) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (v) written affirmation that the

representations and warranties set forth in Section 13 hereof remain true at the time of Closing; (vi) a duly executed closing statement; (vii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above which shall be distributed to the Seller in accordance with this Contract.

8. **Closing**. The sale and purchase transaction contemplated in this Contract shall be closed (the "Closing"), the purchase price paid and the required closing documents delivered on or before thirty (30) days after the expiration of the Inspection Period, unless extended as required by this Contract, or otherwise by the Seller and Buyer. The Closing shall be completed by Keating & Schlitt, P.A. a closing agent or attorney as selected by Seller and shall take place at the offices of Keating & Schlitt, P.A., or at such other location as shall be mutually agreed upon between Buyer and Seller. At Closing, the City Manager of Buyer is authorized on behalf of Buyer to execute all documents necessary to complete the transaction contemplated herein.

9. **Closing Costs**. At Closing Seller and Buyer shall pay the costs and expenses as follows:

(a) Seller shall pay (i) the cost of the Owner's title insurance premium, title search, and closing fees to be provided by Escrow Agent; (ii) the cost of preparation and recording of any documents necessary to deliver good and clear title, (iii) its Proportionate Share of the cost of the Survey, and (iv) all of Seller's attorneys' fees and costs.

(b) Buyer shall pay (i) its Proportionate Share of the cost of the Survey, (ii) all documentary stamp taxes due on the conveyance of the Property, (iii) the cost of all charges related to any inspections, investigations, reports or studies conducted by the Buyer or its agents or vendors, and (iv) all of Buyer's attorneys' fees and costs.

10. **Possession**. Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder. Prior to Closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Section 5 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property.

11. **Prorations**. Ad valorem real and personal property taxes for the year of Closing shall be prorated as of the date of Closing. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax prorations based on such estimate shall be readjusted by Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive Closing for a period of twelve (12) months.

12. **Representations and Warranties of Seller**. Seller represents and warrants to the Buyer that:

(a) From and after the Effective Date, and except as contemplated by this Contract, Seller shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or Buyer's rights under this Contract.

(b) To the best of Seller's actual knowledge: (i) Seller has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, and (ii) Seller has not received any notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

(c) To the best of Seller's actual knowledge Seller has not received any notices from any city, county, state or other governmental authority or other person or entity of violations in respect of the Property.

(d) Seller owns fee simple title to the Property and has full power, right and authority, and is duly authorized to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

(e) Other than has been disclosed to Buyer, there is no tenant or any other occupant of the Property having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession.

(f) To the best of Seller's actual knowledge, without any independent investigation or inquiry, during the period of Seller's ownership of the Property, and except in connection with agricultural activities, Seller has not generated, used, stored, handled, transported or disposed of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property and, except as disclosed to the Buyer, Seller is not aware of any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property. The term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, not naturally occurring.

(g) To the best of Seller's actual knowledge, without any independent investigation or inquiry, Seller has received no notice of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

(h) To the best of Seller's actual knowledge, without any independent investigation or inquiry, there is no litigation, investigation or proceeding pending or threatened which relates to or affects the Property.

(i) Except for those matters set forth on the Commitment or otherwise disclosed to the Buyer, Seller has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.

(j) Except for those matters set forth on the Commitment or otherwise disclosed to the Buyer, and except as contemplated by this Contract, Seller has not made and has no knowledge of any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

(k) Seller, if other than an individual, is a duly-organized entity under the laws of the State of Florida and has authority to execute this Contract, and this Contract is binding on Seller.

(l) To the best of Seller's actual knowledge, without any independent investigation or inquiry, no representation, statement or warranty by Seller contained in this Contract or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading.

(m) To the best of Seller's actual knowledge, without any independent investigation or inquiry, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound. The statements and representations of Seller set forth in this Contract shall be true and reaffirmed in writing at the Closing.

If, after the Effective Date, any event occurs or condition exists of which Seller has actual knowledge or about which Seller receives information which renders any of the representations contained herein materially untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer shall thereafter have the option to terminate this Contract prior to Closing, in which event all payments made by Buyer to Seller shall remain the sole property of Seller, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

13. **Buyer's Conditions Precedent.** Buyer's obligation to close the acquisition and acquire the Property from the Seller is expressly conditioned on the satisfaction, in the sole and absolute discretion of the Buyer, of each of the following conditions (collectively the "Buyer's Conditions Precedent:):

(a) Seller and Buyer shall have negotiated and agreed on the final terms and conditions of the Easement and Access Declaration which shall be executed at Closing.

(b) All warranties of Seller described in Section 12 shall be materially true and correct at the time of Closing without any breach of the same by Seller.

(c) All obligations of Seller provided in this Contract shall be fully performed by Seller, or shall have been waived by Buyer in writing prior to or at Closing.

If any of the foregoing Buyer's Conditions Precedent shall not be fully satisfied as of the Closing (or earlier), in the sole and absolute discretion of the Buyer, then the Buyer shall have the right to terminate this Contract by delivering written notice of such election to the Seller.

14. Seller's Conditions Precedent. Seller's obligation to close the acquisition and sell and convey the Property to the Buyer is expressly conditioned on the satisfaction, in the sole and absolute discretion of the Seller, of each of the following conditions (collectively the "Seller's Conditions Precedent"):

(a) Seller and Buyer shall have negotiated and agreed on the final terms and conditions of the Easement and Access Declaration which shall be executed at Closing.

(b) All warranties of Buyer in this Contract shall be materially true and correct at the time of Closing without any breach of the same by Buyer.

(c) All obligations of Buyer provided in this Contract shall be fully performed by Buyer, or shall have been waived by Seller in writing prior to or at Closing.

(d) The Parent Parcel shall be annexed into the municipal boundaries of the City of Clermont, and all applicable appeal periods relating to such annexation shall have expired without the possibility of any appeal or challenge to such annexation.

(e) All portions of the Parent Parcel, except the Property, shall have zoning, land use and other classifications or designations, including the terms and conditions of any PD ordinance, acceptable to the Seller in its sole and absolute discretion and such classifications and designations shall be final and not subject to any appeal or challenge.

(f) All requirements and approvals for the development of all portions of the Parent Parcel, other than the Property, shall be acceptable to the Seller in its sole and absolute discretion.

If any of the foregoing Seller's Conditions Precedent shall not be fully satisfied as of the Closing (or earlier), in the sole and absolute discretion of the Seller, then the Seller shall have the right to terminate this Contract by delivering written notice of such election to the Buyer.

15. Default.

(a) **Seller's Remedies.** If Buyer fails to perform its material obligations pursuant to this Contract at or prior to Closing for any reason except for the failure of Seller to perform hereunder or termination of this Contract as provided herein, then Seller shall be entitled, as its sole remedy, to terminate this Contract by giving Buyer and the Escrow Agent written notice thereof prior to or at Closing and recover the Escrow Deposit as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder, in which case neither Buyer nor

Seller shall have any further rights or obligations hereunder, except those that expressly survive the termination of this Contract. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the Escrow Deposit is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

(b) Buyer's Remedies. If Seller fails to perform its material obligations pursuant to this Contract for any reason except for the failure of Buyer to perform hereunder or termination of this Contract as provided herein, or if prior to Closing any one or more of Seller's representations or warranties are breached or untrue in any material respect, Buyer shall elect, as its sole remedy, either to (a) terminate this Contract and recover the Escrow Deposit by giving Seller and the Escrow Agent timely written notice of such election prior to or at Closing, in which case neither Buyer nor Seller shall have any further rights or obligations hereunder except those that expressly survive the termination of this Contract, (b) enforce specific performance of this Contract (provided that any action for specific performance must be filed no later than thirty (30) days after the occurrence of such breach or default), or (c) waive said failure or breach and proceed to Closing. Buyer's sole and exclusive remedies shall be limited to those described in this Section 15(b).

(c) Notice of Default and Cure. No party shall declare a default unless and until the non-defaulting party has delivered written notice specifying the default, to the defaulting party, and the defaulting party has failed or refused to cure any such default within ten (10) days of the receipt of any such notice.

16. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

17. Survival of Provisions. The provisions of this Contract shall not survive the Closing hereunder except as expressly provided elsewhere in this Contract.

18. Time of Essence. It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a "calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefor shall be extended to the next business day.

19. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or email transmission to the party entitled or required to receive the same, as follows:

SELLER: [Seller Parties]
c/o John Kingman Keating, Esq.
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Telephone: 407-425-2907
Facsimile: 407-425-6345
Email: jkk@keatlaw.com

BUYER: City of Clermont
Attn.: City Manager
Post Office Box 120219
Clermont, FL 34712
Telephone: 352-
Facsimile: 352-
Email:

with a copy to: De Beaubien, Simmons, Knight, Mantzaris & Neal, LLP
Attn.: Daniel F. Mantzaris, Esq.
332 North Magnolia Avenue
Orlando, Florida 32801
Telephone: (407) 422-2454
Facsimile: (407) 992-3541
Email:

20. **Governing Law and Binding Effect.** This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

21. **Integrated Contract, Waiver and Modification.** This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification,

amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

22. **Brokerage.** Seller and Buyer acknowledge that neither Seller nor Buyer have employed a broker or finder. [Buyer obligated to pay any commissions] Seller and Buyer each agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the Closing of the sale and purchase of the Property contemplated by this Contract.

23. **Effective Date.** The “Effective Date” of this Contract shall be the date upon which this Contract is signed by the Buyer after approval of the City of Clermont City Council.

24. **Counterparts.** This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

25. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rule of construction to the effect that

(Remainder of page intentionally blank)

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation to this Contract or any Exhibits hereto.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

BUYER:

As to option right contained herein and
subject to City Council approval:

Darren Gray, City Manager
Date: _____

Attest:

The City of Clermont,
a Florida municipal corporation

By: _____
Tracy Ackroyd, City Clerk

By: _____
Gail Ash, Mayor
Date: _____

SELLER:

By: _____
_____, Secretary

By: _____
_____, _____
Date: _____

As to acknowledgment of receipt of deposit:

deBeaubien, Simmons, Knight,
Mantzaris & Neal, LP
Escrow Agent

Daniel F. Mantzaris
Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, June 27, 2017			
Agenda Item Name			
Resolution No. 2017-32			
Requested Action			
Recommend to approve Resolution No. 2017-32			
Staff Report			
Resolution No. 2017-32 is proposed to formally amend the FY 2017 Budget for the quarter ending June 30, 2017. The majority of the amendments pertain to the Master Plan Loan - Series 2017 recently approved by the City Council on June 13, 2017.			
Additional Analysis			
Fiscal Impact Summary			
The total increase to fund balance for all funds is \$28,297,606.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Resolution No. 2017-32	Resolution No. 2017-32 -6 27 17.docx	

CITY OF CLERMONT
RESOLUTION NO. 2017-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2016-2017**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2016 to September 30, 2017:

GENERAL FUND

1. Increase Contract Services Mowing (10572-53403) \$ 7,256
Increase Contract Services Cleaning - Hancock (10542-53402-72906) \$ 6,357
Increase Rent – Ballfields (10362-36299-72902) \$ 11,030
To amend the budget for additional operating expenditures associated with the 2017 Spring Softball Games for the Parks & Recreation and Public Works Departments and the waiver of a portion of the rental fees for PFX in exchange for 5 new batting cages and 4 double-bullpens at Hancock Park as approved by the City Council on May 23, 2017.
2. Increase Contributions - Light Up (10366-36607-74000) \$ 4,750
Increase Special Events – 4th of July (10574-54810-74001) \$ 4,750
To amend the budget to reallocate surplus contributions from Light Up Clermont to be used for additional Parks & Recreation expenditures for the Fourth of July Celebration event.
3. Increase Safety Equipment (10522-55205) \$ 11,800
To amend the Fire Department budget for the carryforward of unexpended FY 2016 funds for the purchase of grant funded fire gear.
4. Increase State Grant -Palatlakaha Phase I (10334-33470-72124) \$ 50,000
Increase Capital Outlay Professional Services Phase I (10542-66900-72124) \$ 7,500
Increase Capital Outlay Recreation Pal. Phase I (10542-66301-72124) \$ 42,500
Increase State Grant – Palatlakaha Phase II (10334-33470-72125) \$ 50,000
Increase Capital Outlay Recreation Pal. Phase II (10542-66900-72125) \$ 7,500
Increase Capital Outlay Recreation Pal. Phase II (10542-66301-72125) \$ 42,500
To amend the budget for two Florida Recreation Development Assistance Program Grants for additional Public Works expenditures for the design and construction of two phased improvements at Palatlakaha Park.
5. Increase Federal Grant (10331-33120-21024) \$ 8,773
Increase Capital Outlay–Equipment (10521-66401-21024) \$ 8,773
Increase Capital Outlay–Equipment (10521-66401-21901) \$ 7,635
To amend the budget for the 2017 Edward Bryne Memorial JAG Grant for the Police Department to purchase Auto License Plate Recognition equipment with matching funds from the Federal Forfeiture Funds.

CITY OF CLERMONT
RESOLUTION NO. 2017-32

- | | | |
|--|----|---------|
| 6. Increase Federal Grant (10331-33120-21025) | \$ | 8,721 |
| Increase Minor Equipment (10521-55204-21025) | \$ | 8,985 |
| To amend the budget for the 2017 Edward Bryne Memorial JAG Grant for the Police Department to purchase shotguns with matching funds from within the minor equipment budget. | | |
| | | |
| 7. Increase State Grant (10334-33470-38119) | \$ | 165,000 |
| Increase Capital Outlay – Land (10572-66101-38119) | \$ | 207,559 |
| Increase Transfer from Recreation Impact (10381-38105-38119) | \$ | 42,559 |
| To amend the budget for the State of Florida Communities Trust Grant and to amend the Parks & Recreation Department budget to reflect the change in the funding of the CSX property (approved by the City Council on October 25, 2016) with the remaining balance from Recreation Impact Fees. | | |
| | | |
| 8. Increase Professional Services (10559-53100-95112) | \$ | 20,500 |
| To amend the budget for reallocation of Economic Development consulting services. | | |
| | | |
| 9. Increase Professional Services (10513-53100) | \$ | 14,371 |
| Increase Software Renewals/Support (10513-55219) | \$ | 1,746 |
| To increase the Finance budget for the MUNIS Time-Entry module implementation fee and two months of maintenance costs. | | |
| | | |
| 10. Decrease General Fund Balance (10599-59900) | \$ | 58,899 |
| Total General Fund Adjustments. | | |

BUILDING SERVICES FUND

- | | | |
|--|----|-------|
| 1. Increase Professional Services (11524-53100) | \$ | 991 |
| Increase Software Renewals/Support (11524-55219) | \$ | 121 |
| To increase the budget for the MUNIS Time-Entry module implementation fee and two months of maintenance costs. | | |
| | | |
| 2. Decrease Building Services Fund Balance (11599-59900) | \$ | 1,112 |
| Total Building Services Fund Adjustments. | | |

INFRASTRUCTURE SALES TAX FUND

- | | | |
|--|----|---------|
| 1. Decrease Capital Outlay – Land (12572-66101) | \$ | 200,000 |
| To amend the Parks & Recreation Department budget to reflect the change in the funding of the CSX property (approved by the City Council on October 25, 2016). | | |

CITY OF CLERMONT
RESOLUTION NO. 2017-32

- | | | |
|---|----|---------|
| 2. Increase Transfer to Debt Service Fund (12581-99113-20000) | \$ | 155,574 |
| To amend the budget to reflect debt service associated with the Master Plan Loan - Series 2017 approved by the City Council on June 13, 2017. | | |
| 3. Increase Fund Balance (12599-59900) | \$ | 44,426 |
| Total Infrastructure Fund Adjustments. | | |

RECREATION IMPACT FEES FUND

- | | | |
|---|----|---------|
| 1. Increase Transfer to General Fund (14581-99101-38119) | \$ | 42,559 |
| To amend the budget to reflect the Recreation Impact Fee share of the CSX property purchase. | | |
| 2. Increase Transfer to Debt Service Fund (14581-99113-20000) | \$ | 31,157 |
| To amend the budget to reflect debt service associated with the Master Plan Loan - Series 2017 approved by the City Council on June 13, 2017. | | |
| 3. Decrease Transfer to Capital Project (14581-99114-95109) | \$ | 550,000 |
| To amend the budget to reflect a change in the original funding plan of the Legacy Loop Project. | | |
| 4. Increase Fund Balance (14599-59900) | \$ | 476,284 |
| Total Recreation Impact Fund Adjustments. | | |

DEBT SERVICE FUND

- | | | |
|---|----|------------|
| 1. Decrease Interest Earnings (22361-36100) | \$ | 3,213 |
| To amend the budget to reflect reduced interest earnings. | | |
| 2. Increase Transfer from Infrastructure Fund (22381-38104-20000) | \$ | 155,574 |
| Increase Transfer from Recreation Impact Fund (22381-38105-20000) | \$ | 31,157 |
| Increase Debt Service - Interest (22517-77220-20000) | \$ | 186,731 |
| To amend the budget to reflect debt service associated with the Master Plan Loan - Series 2017 approved by the City Council on June 13, 2017. | | |
| 3. Increase Debt Proceeds (22384-38402-20000) | \$ | 23,666,830 |
| Increase Debt Closing Fees (22517-77305-20000) | \$ | 40,511 |
| To amend the budget to reflect the loan proceeds and loan issuance costs of the Master Plan Loan – Series 2017 approved by the City Council on June 13, 2017. | | |
| 4. Increase Transfer to Capital Project Fund (22581-99114-20000) | \$ | 23,626,319 |
| To amend the budget for the transfer of Master Plan Loan – Series 2017 proceeds for anticipated capital projects. | | |

CITY OF CLERMONT
RESOLUTION NO. 2017-32

- | | | |
|--|----|-------|
| 5. Decrease Fund Balance (22599-59900) | \$ | 3,213 |
| Total Debt Service Fund Adjustments. | | |

CAPITAL PROJECTS FUND

- | | | |
|---|----|------------|
| 1. Increase Transfer from Debt Service Fund (32381-38115-20000) | \$ | 23,626,319 |
| Increase Victory Pointe Pro Svc (32559-66900-38110) | \$ | 184,846 |
| Increase Victory Pointe Construction (32559-66300-38110) | \$ | 646,661 |
| Increase Capital Outlay PW Land (32549-66101-49000) | \$ | 1,425,000 |
| Decrease Professional Services (32559-53100-95108) | \$ | 41,320 |
| Decrease City Limit Sign Construction (32559-66300-95108) | \$ | 94,249 |
| Decrease Legacy Loop Professional Services (32559-53100-95109) | \$ | 3,240 |
| Increase Legacy Loop Recreation Imp (32559-66301-95109) | \$ | 53,240 |
| Increase Boat Ramp Relocation Professional Services (32559-53100-95111) | \$ | 124,446 |
| Decrease Boat Ramp Relocation Construction (32559-66301-95111) | \$ | 224,446 |
| Increase Downtown Waterfront Professional Services (32559-53100-95113) | \$ | 500 |
| Increase Public Wifi Network Professional Services (32559-66900-95114) | \$ | 15,000 |
| To amend the budget to reflect the capital expenditures anticipated to be funded from the Master Plan Loan – Series 2017 approved by the City Council on June 13, 2017. | | |
| 2. Decrease Transfer from Recreational Impact (32381-38105-95109) | \$ | 550,000 |
| To amend the budget to reflect a change in the original funding plan of the Legacy Loop Project. | | |
| 3. Increase Fund Balance (32599-59900) | \$ | 21,174,881 |
| Total Capital Projects Fund Adjustments. | | |

WATER FUND

- | | | |
|--|----|---------|
| 1. Decrease Transfer to Stormwater Fund (41581-99102-38110) | \$ | 125,000 |
| To amend the budget to reflect a change in the original funding of the master plan loan. | | |
| 2. Increase Professional Services (41533-53100) | \$ | 2,349 |
| Increase Software Renewals/Support (41533-55219) | \$ | 285 |
| To increase the budget for the MUNIS Time-Entry module implementation fee and two months of maintenance costs. | | |
| 3. Increase Fund Balance (41599-59900) | \$ | 122,366 |
| Total Water Fund Adjustments. | | |

CITY OF CLERMONT
RESOLUTION NO. 2017-32

SEWER FUND

- | | |
|--|----------|
| 1. Increase Professional Services (42535-53100) | \$ 2,171 |
| Increase Software Renewals/Support (42535-55219) | \$ 264 |
| To increase the budget for the MUNIS Time-Entry module implementation fee and two months of maintenance costs. | |
| 2. Decrease Fund Balance (42599-59900) | \$ 2,435 |
| Total Sewer Fund Adjustments. | |

STORMWATER FUND

- | | |
|---|--------------|
| 1. Increase Debt Service - Interest (45538-77220-20000) | \$ 38,198 |
| To amend the budget to reflect debt service associated with the Master Plan Loan - Series 2017 approved by the City Council on June 13, 2017. | |
| 2. Decrease Debt Proceeds (45384-38402-38110) | \$ 6,900,877 |
| Increase Debt Proceeds (45384-38402-20000) | \$ 4,841,269 |
| Increase Debt Closing Fees (22517-77305-20000) | \$ 11,088 |
| To amend the budget to reflect the loan proceeds and loan issuance costs of the Master Plan Loan – Series 2017 approved by the City Council on June 13, 2017. | |
| 3. Increase Victory Pointe Professional Services (45538-53100-38110) | \$ 118,739 |
| Decrease Victory Pointe Construction (45538-66306-38110) | \$ 7,550,036 |
| To amend the budget to reflect the capital expenditures anticipated to be funded from the Master Plan Loan – Series 2017 approved by the City Council on June 13, 2017. | |
| 4. Decrease Transfer from Water Fund (45381-38108-38110) | \$ 125,000 |
| Decrease Debt Service Principal (45538-77120-38110) | \$ 350,000 |
| To amend the budget to reflect a change in the original funding of the master plan loan. | |
| 5. Increase Professional Services (45538-53100) | \$ 826 |
| Increase Software Renewals/Support (45538-55219) | \$ 100 |
| To increase the budget for the MUNIS Time-Entry module implementation fee and two months of maintenance costs. | |
| 6. Increase Fund Balance (45599-59900) | \$ 5,546,477 |
| Total Stormwater Fund Adjustments. | |

CITY OF CLERMONT
RESOLUTION NO. 2017-32

SANITATION FUND

1.	Increase Debt Service - Interest (49534-77220-20000)	\$	11,771
	To amend the budget to reflect debt service associated with the Master Plan Loan - Series 2017 approved by the City Council on June 13, 2017.		
2.	Increase Debt Proceeds (49384-38402-20000)	\$	1,491,902
	Increase Debt Closing Fees (22517-77305-20000)	\$	4,402
	To amend the budget to reflect the loan proceeds and loan issuance costs of the Master Plan Loan – Series 2017 approved by the City Council on June 13, 2017.		
3.	Increasing Public Works Land (49534-66101-49000)	\$	475,000
	To amend the budget to reflect the capital expenditures anticipated to be funded from the Master Plan Loan – Series 2017 approved by the City Council on June 13, 2017.		
4.	Increase Professional Services (49534-53100)	\$	1,692
	Increase Software Renewals/Support (49534-55219)	\$	206
	To increase the budget for the MUNIS Time-Entry module implementation fee and two months of maintenance costs.		
5.	Increase Fund Balance (49599-59900)	\$	998,831
	Total Sanitation Fund Adjustments.		
Net Increase to Fund Balance – All Funds		\$	28,297,606

CITY OF CLERMONT
RESOLUTION NO. 2017-32

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2016-2017 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 27th 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, June 27, 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	
<i>This agenda item was scheduled for its final hearing on June 13, 2017. After discussion at that meeting, the Council voted to table the final hearing to the June 27, 2017 meeting to allow the applicant additional time to work with staff. Revisions to the proposal will be presented at the June 27 meeting. Due to agenda deadlines, this staff report and attachments remain the same as what was provided to the Council for June 13.</i> 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
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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 southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly

CITY OF CLERMONT
ORDINANCE No. 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:

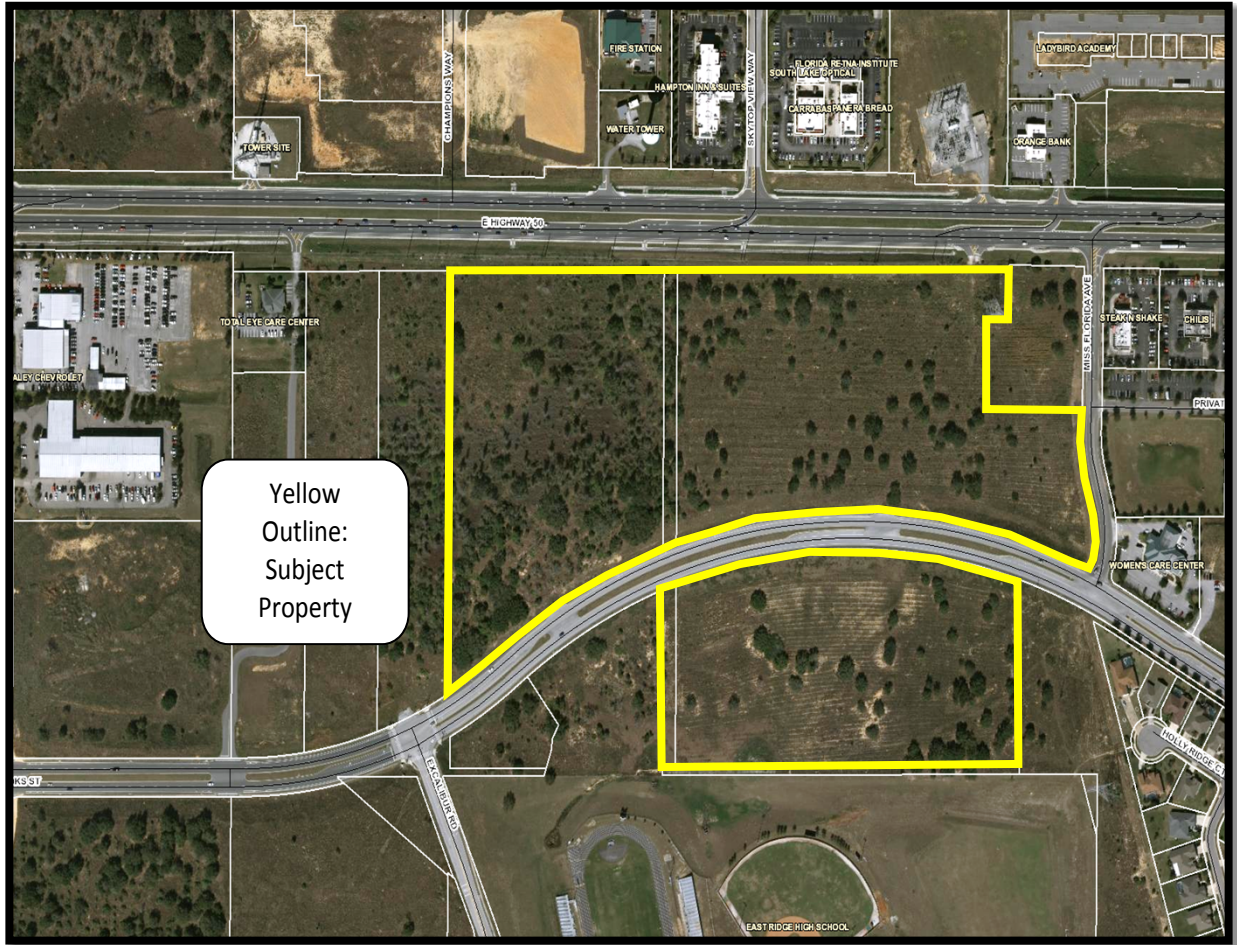
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from 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 27th 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 (CRB 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

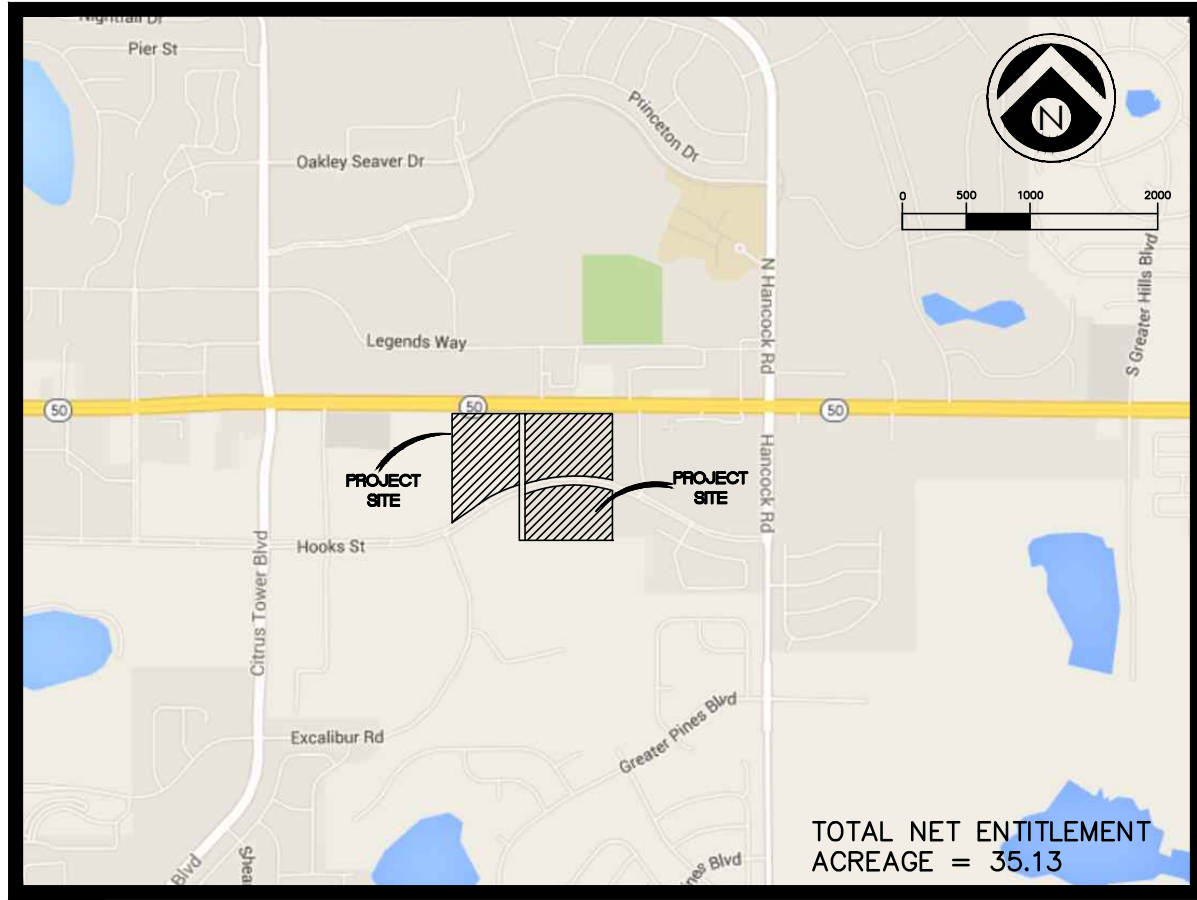
ENVIRONMENTALIST

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

ARCHITECT

CHARLAN BROOK AND ASSOCIATES
1770 FENNELL 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

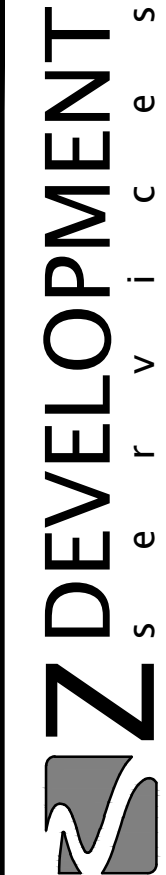
NOTES:

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.

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

Z DEVELOPMENT

CA 29354

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

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

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

CUP-2
VARIANCE
REQUESTS
PROJECT NO.: 2015.196

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

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

REVISION

DATE

REVISION

DATE

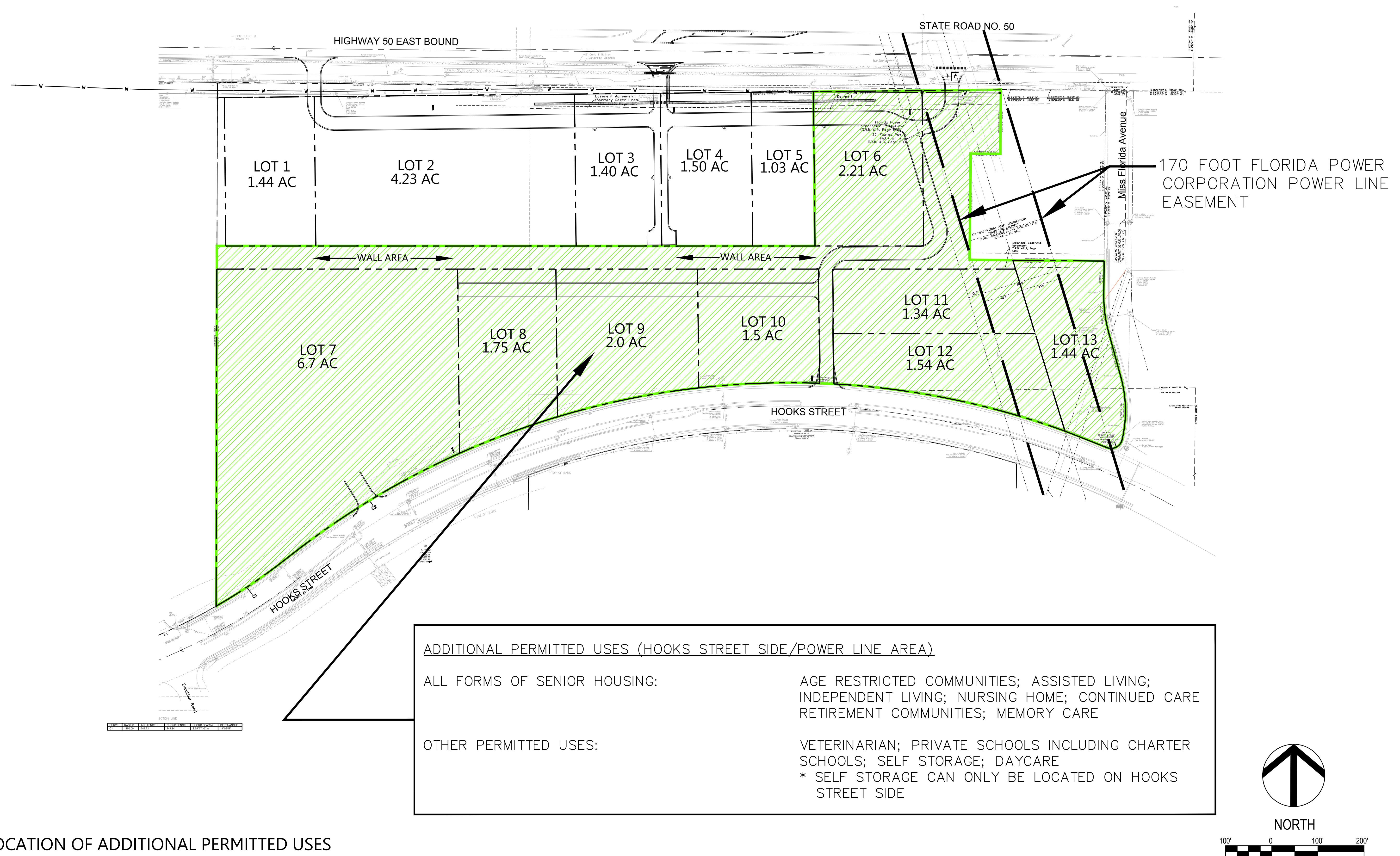
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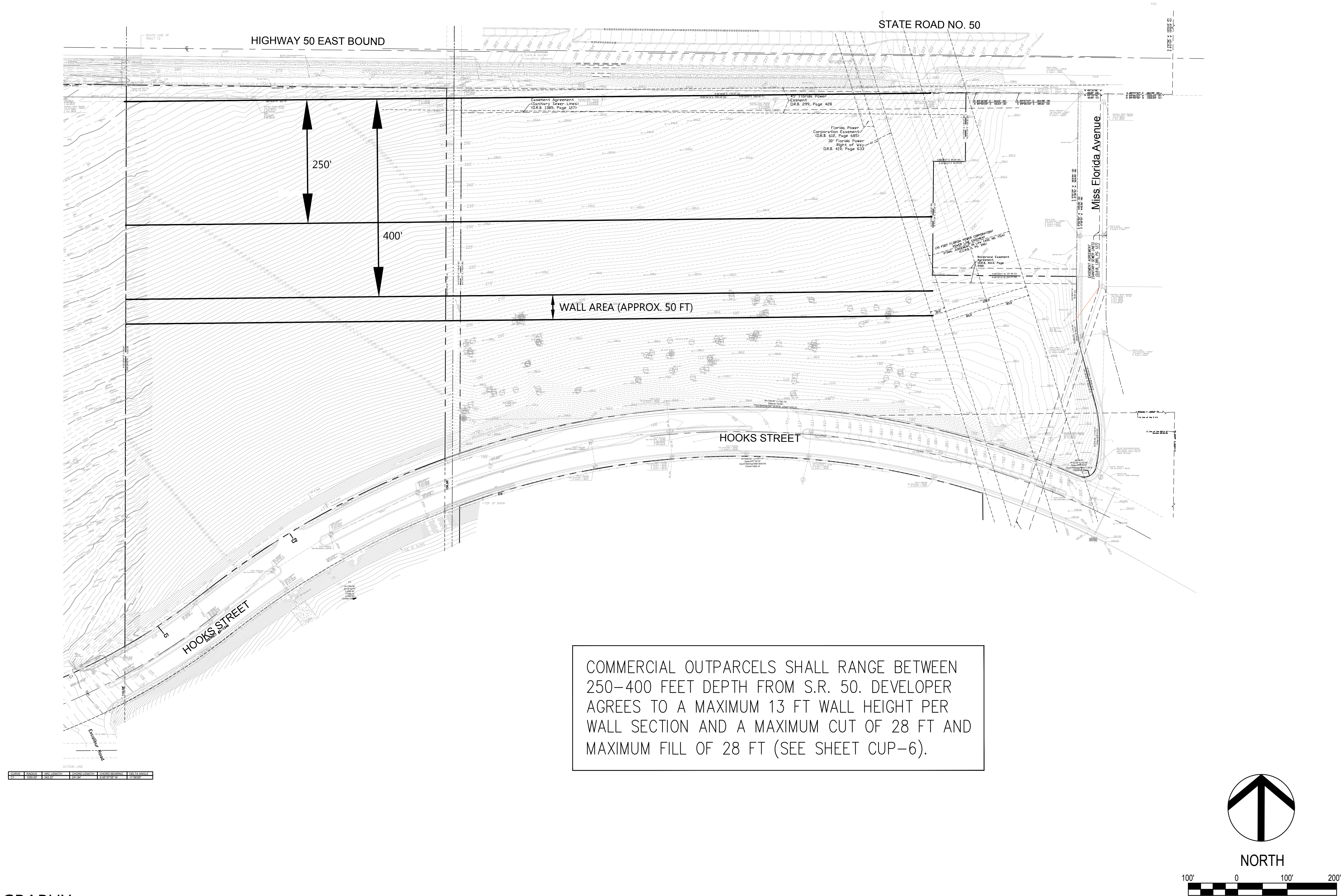
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ADDITIONAL PERMITTED USES

[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

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

CUP-5
PROJECT
TOPOGRAPHY
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
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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

Lauren Y. Detzel
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 27, 2017		
Agenda Item Name		
Ordinance No. 2017-25 <i>Final Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval 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. <i>At the June 6, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to approve the request, seconded by Commissioner Herb Smith. The vote was unanimous for approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance	CPA Ord. 2017-25.docx
2.	Maps	FLU and Zoning.pdf
3.	FLU Descriptions	FLU Descriptions.pdf
4.	P&Z Minutes	6-6-2017 +.doc
5.	Legal Ad	CPA legal ad.docx

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.

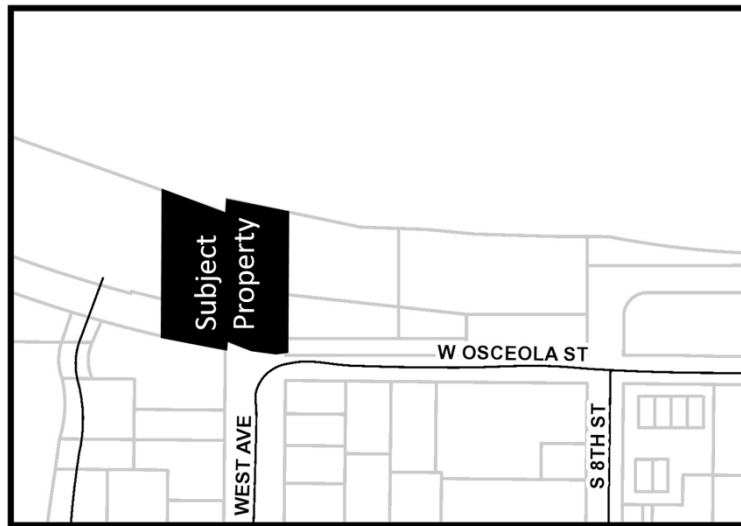
Section 3.

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

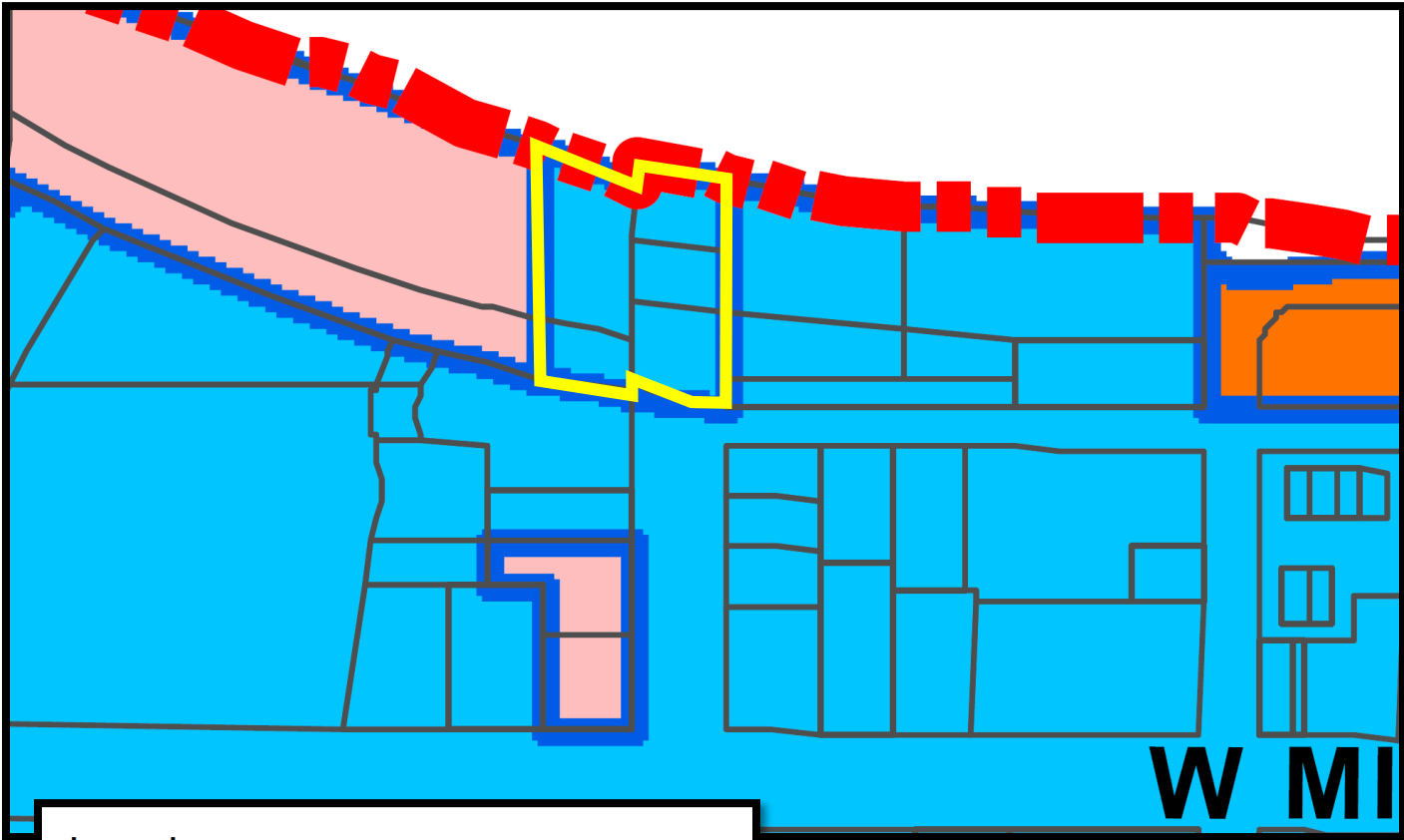
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

City of Clermont Zoning



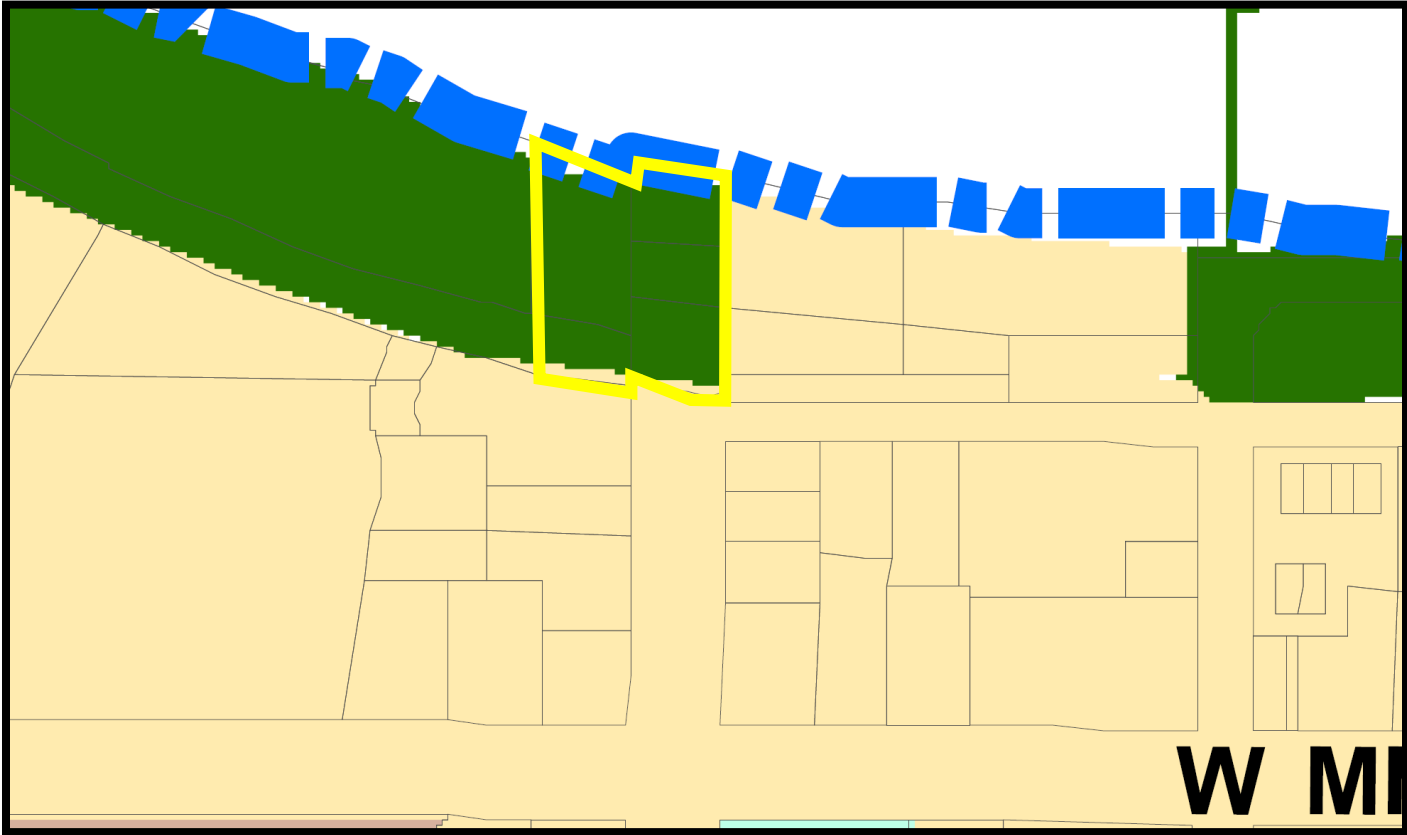
Legend

 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

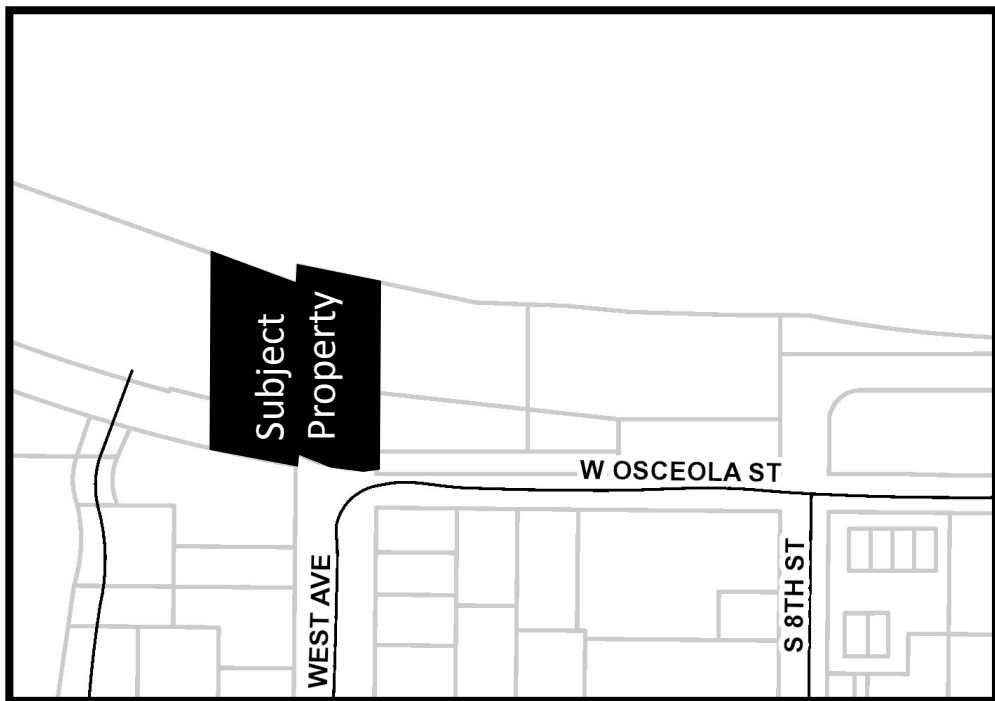
City of Clermont Future Land Use



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
MINUTES
PLANNING AND ZONING COMMISSION
June 6, 2017

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday June 6, 2017 at 6:30 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Tony Hubbard, Carol Thayer, and Cuqui Whitehead. Also in attendance were Barbara Hollerand, Development Services Director, John Kruse, Senior Planner, Jack Morgeson, Legal Counsel for the City, and Jane McAllister, Planning Specialist.

Commissioner Whitehead moved to approve the May 2, 2017 minutes as written, Carol Thayer seconded. The vote was unanimous to approve.

MINUTES of the Planning and Zoning Commission meeting held May 2, 2017 were approved as written.

REPORTS

Commissioner Whitehead made an announcement about the upcoming jerk festival. It is a celebration of Caribbean heritage. She said there will be food, entertainment and a dominos tournament. She encouraged all to attend and bring their friends.

Development Services Director Barbara Hollerand announced that the June 14 ribbon cutting of the Victory Pointe project will take place at the boat house at 10:00 a.m.

Ms. Hollerand said that the July meeting of the Planning and Zoning Commission falls on the 4th of July. She asked the commissioners present if it would be convenient for them to meet on Monday July 10 instead. Ms. Hollerand also asked that the September meeting, which falls on the day after Labor Day, be moved to Monday, September 11. There were mixed answers from the commissioners present.

It was decided that all of the commissioners would be polled via email to see if the dates were convenient, and if there would be a quorum on each of the suggested alternate dates.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow amend a conditional use permit Resolution No. 2016-09 for a planned unit development to remove a condition requiring sidewalks along Hartwood Marsh Road.

APPLICANT: Lennar Homes, LLC

John Kruse, Senior Planner, stated that the applicant has asked that this item be postponed until the July 2017 meeting.

Commissioner Whitehead moved to postpone this matter until the July 2017 meeting; seconded by Commissioner Hubbard. The vote was unanimous to postpone until the July 2017 meeting.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
June 6, 2017

Page 2

**2. REQUEST FOR A SMALL SCALE COMPREHENSIVE PLAN
AMENDMENT**

APPLICANT: City of Clermont

Senior Planner Kruse presented the staff report as follows:

On March 23, 2015, the City 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 Front Door improvement on 8th Street and State Road 50 have been completed. Some projects are starting construction, particularly 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 not be necessary once Victory Pointe is completed. The stormwater from this pond will 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 will allow the City to move forward on using the property for the highest and best use in the future. The extent of the change encompasses a little over 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 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.

Since 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 land use change from Parks to Downtown Mixed Use.

Chairman Jones opened the floor to the public.

John Keller-Raber, 863 S. Waterview Drive, Clermont, FL asked what kind of height restrictions are going to be on this property. He said he is worried that the view of the lake from his property will be obstructed. He also said he has seen the area grow since Osceola Street was a dirt road and that he thinks the changes occurring are wonderful, but he is worried about what exactly “mixed use” means. His main concern is a height restriction.

There being no other members of the public who wished to speak, Chairman Jones closed the public portion of meeting.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
June 6, 2017

Page 3

Mr. Kruse explained that the maximum building height allowed in the Central Business (CBD) is 55 feet. He added that it doesn't necessarily mean that anyone is going to build anything to that height.

Chairman Jones asked what would be going in on the property.

Mr. Kruse answered that the only issue here is to present the change in the future land use. He stated that he does not know what is going to be built on the property.

Chairman Jones commented about what a great asset Clermont has with the beach around the lake.

Carol Thayer asked the meaning of "mixed use".

Mr. Kruse explained that it allows for different uses such as residential and commercial together in the same area.

Commissioner Whitehead said she has been here for 37 years, and has seen many changes. She understands that the city wants to expand the facilities for public use and that everyone can enjoy the benefits of enhancing the downtown and lakefront areas. She added that she doesn't believe there will be a 55 foot high structure put on that property.

Commissioner Smith asked Mr. Keller-Raber if his property was for sale.

Mr. Keller-Raber replied that it has been for sale, but that he has taken it off the market for now. He said he is for the enhancement of the beach area, and that his only concern is the height of a building blocking his view of the lake.

Commissioner Whitehead moved to approve the request; it was seconded by Commissioner Smith. The vote was unanimous for approval.

There being no further business, the meeting was adjourned at 6:68 p.m.

Nick Jones, Chairman

ATTEST:

Jane C. McAllister – Planning Specialist

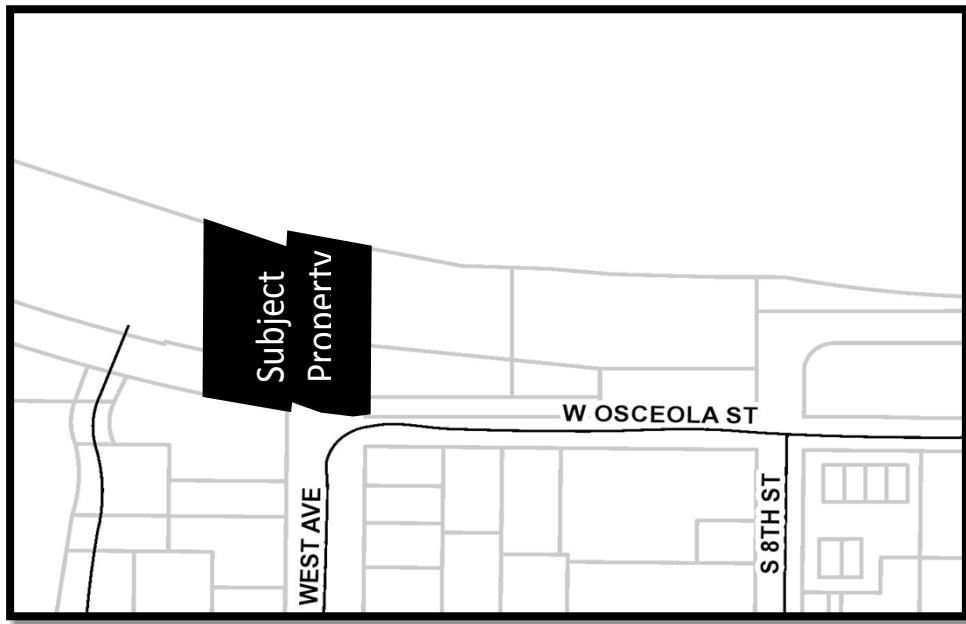
CITY OF CLERMONT

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Event Request and Open Container Allowance		
Requested Action		
Recommend approval of Pig On The Pond event request, fee waiver, signage, trail closure		
Staff Report		
This is a request from Pig On The Pond to the City of Clermont to approve the event on March 9, 10, and 11, 2018 at Waterfront Park. The City Council has designated Pig On The Pond to be a Community Partner Event. Pig on the Pond, Inc. has requested that open containers be permitted at Waterfront Park in the approved Beverage Area (see map for details). Pig on the Pond has agreed to hire the appropriate number of off duty Clermont Police Officers for the alcohol area as required by the Clermont Police Department. The organization is also requesting a section of the trail be closed as indicated on the map during the course of their event (March 9, 10, and 11, 2018). Detour signs will be put up for patrons wishing to use the trail during the closure time. The organization also requests fee waivers for the use of Waterfront Park from March 6 through March 12, as well as all permits be waived. Please see attached detail form outlining the tents. Waterfront Park Grounds Fees (March 6 through March 12, 2018) - \$8,700 Tent Permits - \$130 (approx. cost) Fireworks Permit - \$574 Fire Department Fees - \$4,500 Public Works Fees - 6506.91 The organization is also requesting to have signage placed by City staff on City property at the following locations 4' x4' Signage - Installed on Feb 10, 2018 Hwy 50 & Cut Road at the Clermont Water Tower		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2018 Pig On the Pond Council Packet	2018 Pig On the Pond Council Packet.pdf
2. Pig on the Pond - Alcohol Request Form	Alcohol Request Form - POP 2018.pdf



SPECIAL EVENTS PERMIT APPLICATION

PLEASE TYPE OR PRINT CLEARLY

Today's Date May 10, 2017
Name of Event Pig on the Pond
Date(s) of Event March 9, 10, 11, 2018 Estimated Attendance: 30,000
Event Start Time: 3/9 - 5pm - 10pm Event End Time: 3/11/2018 6:00pm
3/10 - 10am - 10pm
3/11 - 11am - 6pm
Before Event Setup Time: 3/9 6:00am - 8:00pm After Event Cleanup Time: 3/12/18 8:00am - 5pm
Name of Organization/Applicant Project Scholars, Inc.

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 # 85-80129598300-4

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

Federal ID # or Driver's License # 54-2079731

Event Contact Cheryl Fishel Email info@pigonthepond.org
Day Phone 407-625-3818 Cell Phone 407-625-3818

Address P.O. Box 121543 City Clermont State FL Zip 34712

Secondary Contact Tom English Phone # 352-267-6780

Briefly Describe Event: Community event to raise funds
for scholarships and education in South
Lake County.

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*

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

Electrical Use: ☒ Yes ☐ No Describe the need:

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:

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.

NAME OF EVENT: Pig on the Pond
 DATE OF EVENT: March 9, 10, 11, 2018
 EVENT CONTACT: Cheyle Fisher
 REFUND MAILING ADDRESS: PO Box 101543
 Street Address
Clermont FL 34712
 City ST Zip
407 625 3818

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
~ 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				

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.

Cheryl Fishel
Applicant's Signature

Event Manager
Title

Cheryl Fishel
Printed Name

May 10, 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.



May 10, 2017

Mr. Darren Gray
Clermont City Manager
P.O. Box 120219
Clermont, FL 34712

Dear Darren;

We greatly appreciate the generous cooperation of the City of Clermont in making Pig on the Pond a success. **Without your support, our event would not be possible.**

Project Scholars/Pig on the Pond, Inc. would like to request to be put on the City Council agenda to gain permission for the use of the Waterfront Park, along with the highlander hut and pavilion. We are also requesting permission to use the parking area formerly owned by Bell Ceramics and permission to close the trail for the 20th Annual Event scheduled for March 9th, 10th & 11th, 2018.

We would like the City to again provide us with Police Officers for the event and Clermont Fire Department to be on-site. In the past, the City has provided barricades for city streets, and public works employees to assist with set up and clean up along with garbage collection. Pig on the Pond would like to offer the City of Clermont a Presenting sponsorship packet for \$30,000 in trade of an in-kind sponsorship for all the fee being waived. Please see the attached benefits packet.

All proceeds from this event go to scholarships and educational programs benefiting residents in the South Lake County community.

Thank you for your assistance in this matter. If you have questions, please feel free to contact me 407-625-3818. Representatives of Project Scholars/Pig on the Pond, Inc. will be in attendance at the council meeting to answer any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Cheryl Fishel". The signature is fluid and cursive, with the first name "Cheryl" being more prominent than the last name "Fishel".

Cheryl Fishel
Event Manager



May 10, 2017

Mr. David VanDever
Public Works
City of Clermont

Dear David,

This letter is in preparation for the items needed from the City for the 20th annual "Pig on the Pond" held at the Waterfront Park on March 9th, 10th and 11th, 2018

- Garbage Cans with can liners (please let me know how many you have available)
- Barricades for city streets (locations to be provided by 3/1)
- Unload Pig on the Pond shed (located on City property) on 3/6 at 8:30 AM
- Water lines need to be checked and repaired by 2/27
- Walkthrough on 2/27 at 11:00 AM
- Remove the cement poles at the end of 4th street
- Place no parking and tow away signs in the areas surrounding the park out to Osceola Street and East Ave.
- Provide a drum for the hot coals
- Unlock the power box for the carnival
- Unlock the cable wires to allow for driving on the grass
- Prune the trees on 2nd street in between Carroll St. and Orange Ave.
- Provide employees to collect the garbage on Friday, March 9th, 5 PM – 11 PM, Saturday, March 10th, from 10 AM – 11 PM and Sunday March 11th from 11 AM – 7 PM,
- Provide us with 10 orange cones
- Provide 2 bleachers for the pig racing event
- Provide a crew to assist with orange fencing
- Provide a crew to assist with teardown and clean up of the event.

I believe I have covered everything we need. Thanks again for all your help.

Cheryl Fishel
Event Manager
cc: Darren Gray



May 10, 2017

Mr. Darren Gray
Clermont City Manager
PO Box 120219
Clermont, FL 34712

Re: Pig on the Pond Signage Permits

Dear Darren,

The following are the locations and the dates for the Pig on the Pond event signs for the City of Clermont Permits.

February 10, 2018

Event Signs 4'X 4' Verbiage – Pig on the Pond – March 9th, 10th & 11th – Waterfront Park, Clermont – www.pigonthepond.org with sponsor logos

- 1 NE Corner of Steve's Road and Citrus Tower
- 1 SE Corner of Steve's Road and Citrus Tower
- 1 Hwy 50 & Cut Road at Clermont Water Tower
- 2 Hwy 50 and 8th Street
- 1 Hwy 50 past 12th Street East – TBD
- 1 Hwy 50 past 12th Street West – TBD

March 8, 2018

Event Parking Signs 4' x 8' Hwy 27 –Park and Ride
Corner of East and Pitt, Clermont Middle School
2 - Hwy 27 north and south by the citrus tower

March 9 - 11, 2018

Event Signage Directional 18" x 24" Starting from Hwy 50, Turnpike to Hwy 50 12th Street, every ½ mile
1 mile north and South on Hwy 27 from the intersection of Hwy 50 and Hwy 27 - Shuttle signs in Downtown Clermont

All signs will be taken down on Monday, March 12, 2018 by 5:00 PM. Thank you for your assistance in this matter. I look forward to working with you on this community event. If you have questions, please feel free to contact me at (407) 625-3818.

Sincerely,

Cheryl Fishel
Event Coordinator

Orange Fence
Dunes

LAKE MINNEOLA

COLLECT
SHELTER

PIER

BATH
HOUSE

BEACH

TRAIL PATH

ORANGE AVE.

CEDAR ST.

3rd St.

CARROL ST.

4th St.

5th St.

PRIVATE
RESIDENTS

TRAIL PATH

PARKING

POND

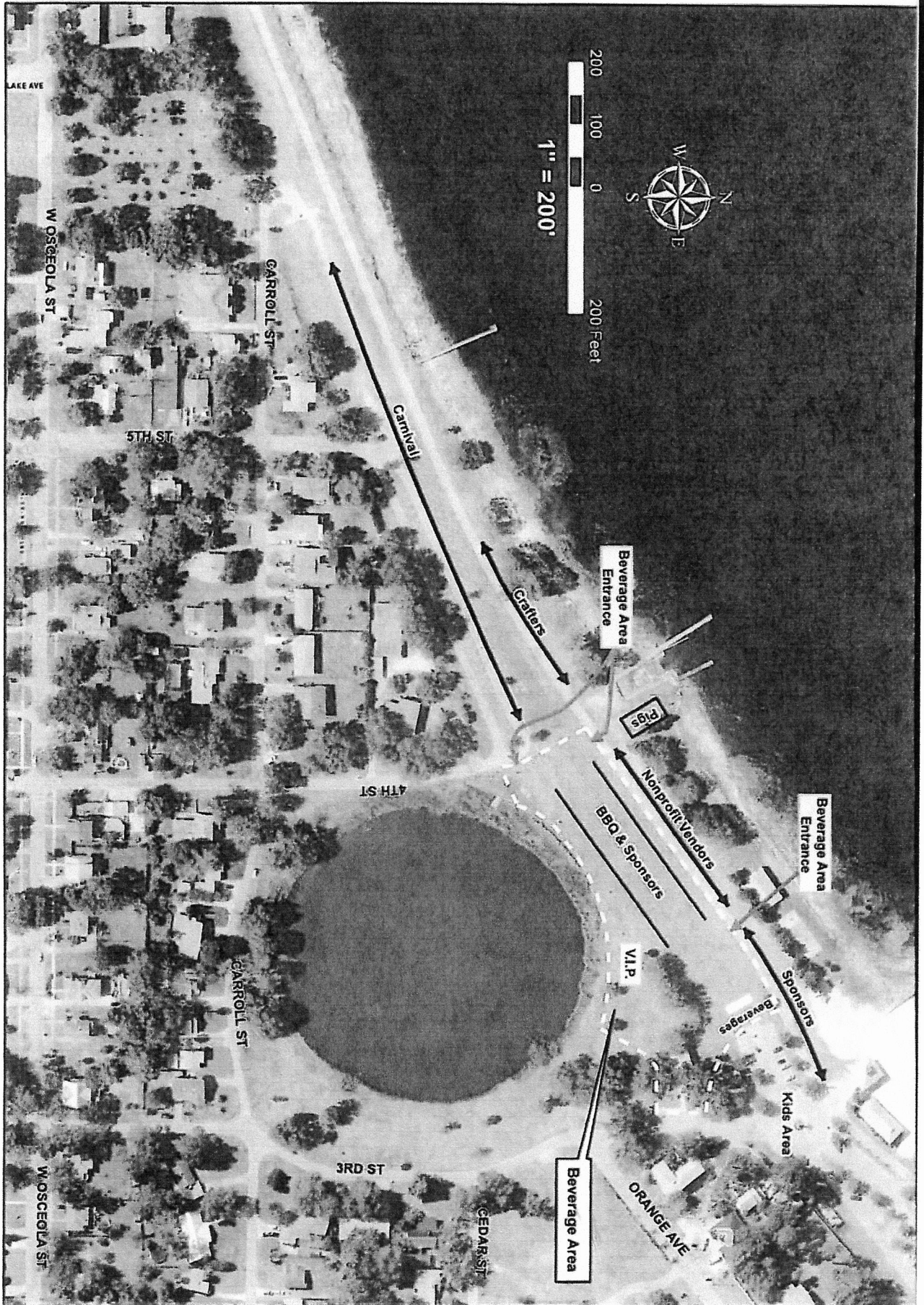
PAVILION

PIG ON THE POND

VENUE MAP

SCALE: 100' GRID





Crafter Layout 2017

C-8
Dips

C-7
Sauce

C-6
Native
American

C-3
Nesting
Dolls

C-11
Cakes

C-5
Vegan

C-4
Toys
Puppets

C-2
Dog
Collars

C-1
Old Florida Farms

C-15
Bows

C-14
Pottery

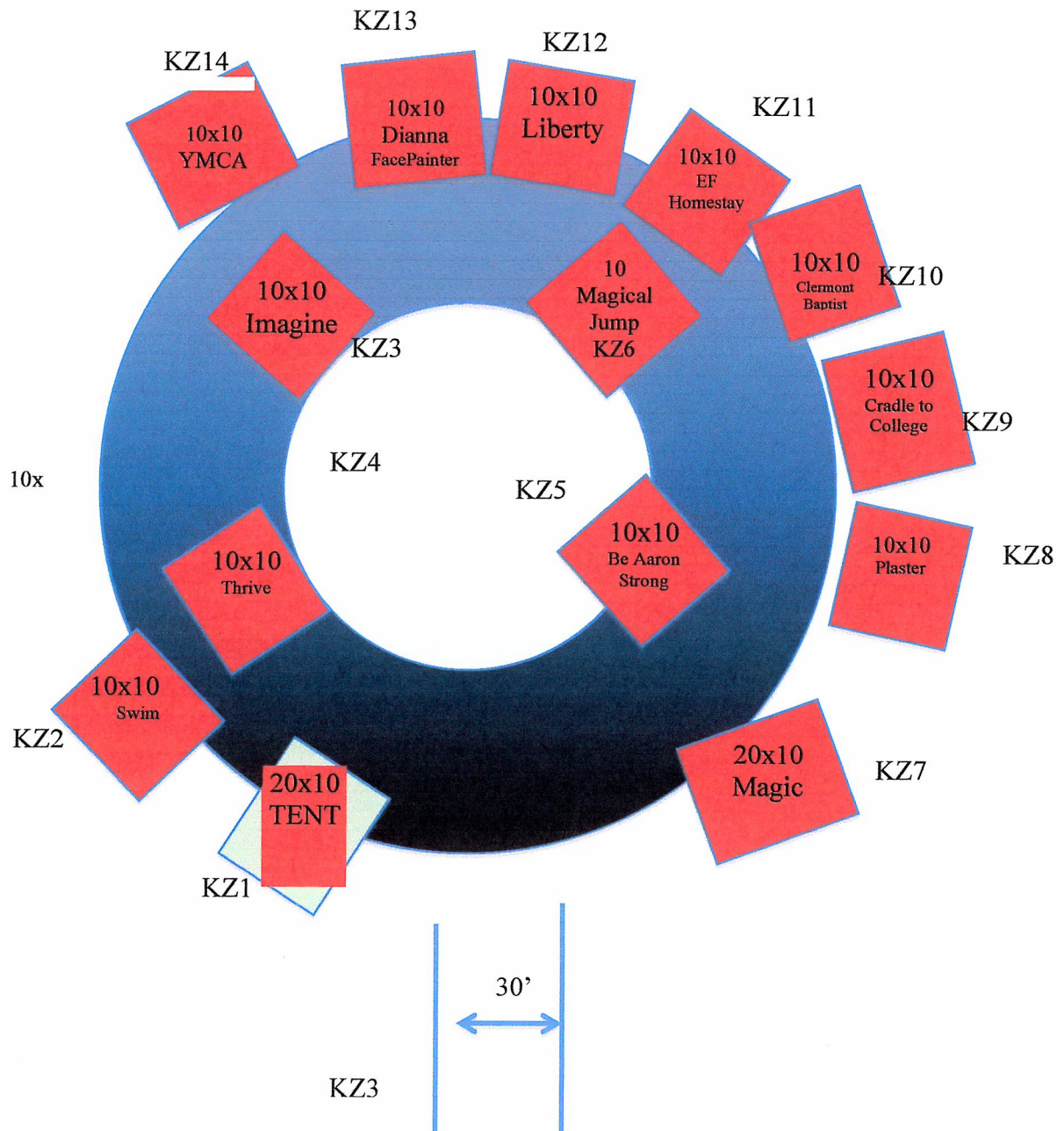
C-13
Art

C-12
Bunnies

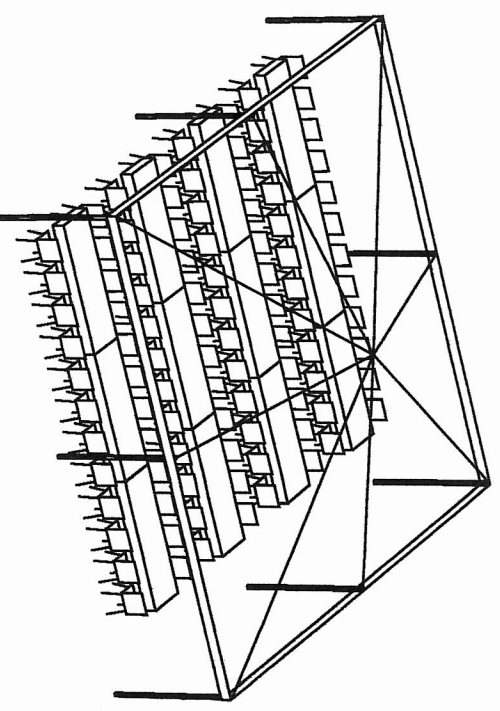
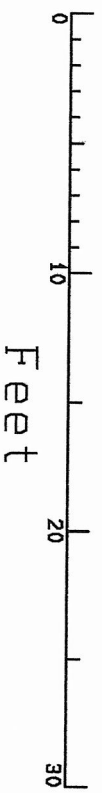
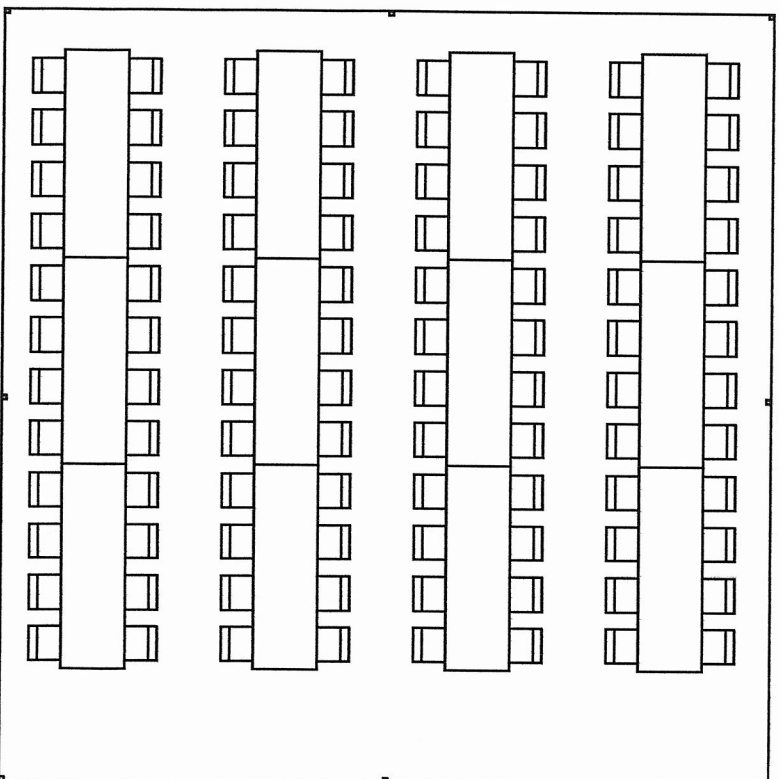
C-10
Hot
Sauce

C-9
Tutus

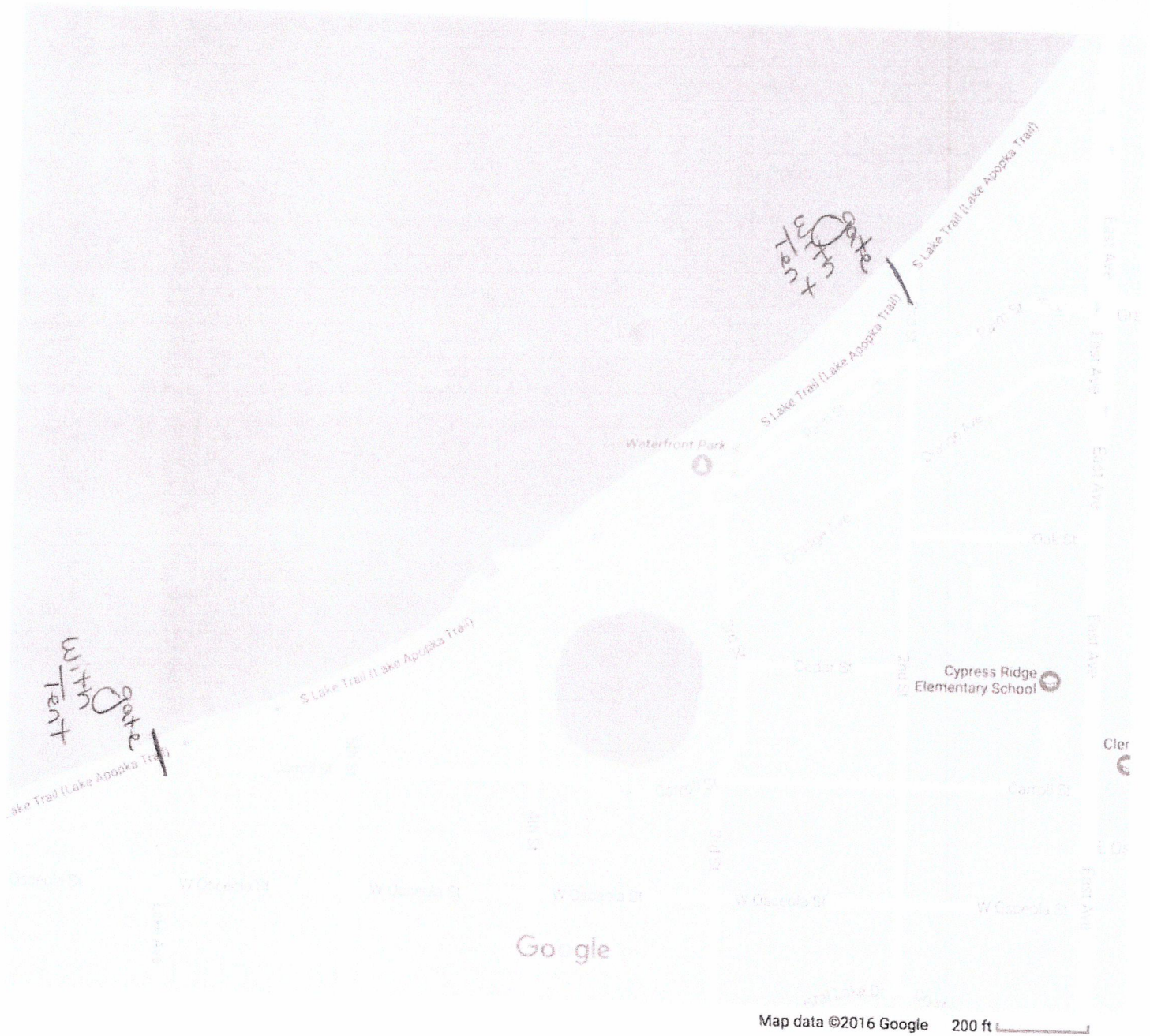
2017 Kids Zone Layout



30x30 Frame Tent



Google Maps





CITY OF CLERMONT Alcohol Request Form

Today's Date

6/5/17

Name of Event

Pig on the Pond

Date(s) of Event

march 9, 10, 11, 2018

Location Waterfront Park

Event Start Time:

3/9 - 5pm 3/10 - 10am

Event End Time:

3/9 10pm 3/10 - 10pm

Name of Organization/Applicant

Project Scholars, Inc.

Email

info@pigonthepond.org

Day Phone

407-625-03818

Cell Phone

407-625-3818

Address 30 Box 121543

City

Clermont

ST

FL

Zip

34712

Briefly Describe Event

Community event to raise funds

for scholarship and education in South Lake County.

What do you plan on serving (check all that apply):



Beer



Wine/Champagne



Other

What is your beverage containment area?

see diagram

Outside event, attach diagram

see diagram

Inside event, list rooms:

-

Who is your licensed beverage caterer*?

Project Scholars, Inc.

**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.

A. Derye Fisher
Applicant Signature

6/5/17

Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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



GRANTED ALCOHOL BEVERAGES. In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.



GRANTED ALCOHOL BEVERAGES AS AMENDED: _____



DENIED for the following reason(s): _____

SIGNATURE

TITLE

DATE

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



CITY OF CLERMONT

AGENDA ITEM

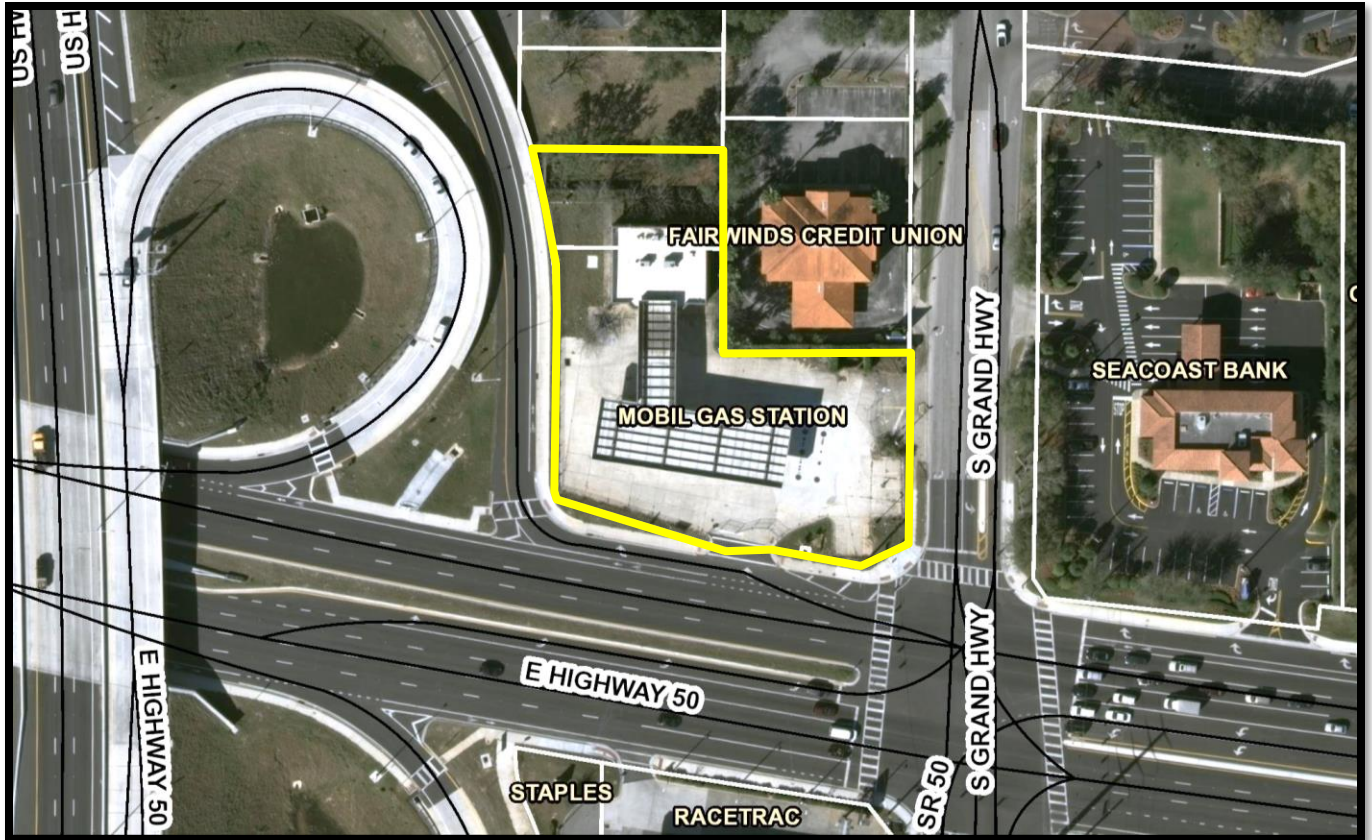
Page 1 of 1

Meeting Date														
Tuesday, June 27, 2017														
Agenda Item Name														
Variance Request <i>Mobil Gas Station</i>														
Requested Action														
Request to deny the variance request.														
Staff Report														
The applicant, Mount Dora Gas, Inc., is requesting the following variance to the land development code (LDC): To allow native landscaping without irrigation at a commercial location rather than meeting the requirements in the LDC, Chapter 118 Vegetation. The applicant would like to replace the existing non-native landscaping with native landscaping that will not require irrigation. The applicant is the operator of the Mobil gas station located at 998 East Highway 50. The property was impacted by the expansion and construction of the Highway 50 and U.S. Highway 27 interchange. Several other properties were impacted as well. Each property owner was paid for the taking and the inconvenience the construction activity presented. As part of the process, each property went through meetings with staff to develop a "cure plan." The cure plan allowed all parties involved, including the City, to come to an agreement that met the intent of the code for landscaping, parking, or other site-related issues that had been disrupted due to the construction activities. The owner of the site, Lindenhurst Realty Group, had a cure plan prepared and approved on March 26, 2013 by the Council that had landscaping and limited irrigation. The site currently has an active code case regarding the lack of landscaping and dead landscape material. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that six of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Exhibits</td><td>998 E 50 Exhibits.pdf</td></tr><tr><td>2.</td><td>Review Criteria</td><td>998 E Hwy 50 Mobil Gas Station review criteria.docx</td></tr><tr><td>3.</td><td>Photos</td><td>Photos.pdf</td></tr><tr><td>4.</td><td>Application</td><td>998 E 50 App.pdf</td></tr></table>			1.	Exhibits	998 E 50 Exhibits.pdf	2.	Review Criteria	998 E Hwy 50 Mobil Gas Station review criteria.docx	3.	Photos	Photos.pdf	4.	Application	998 E 50 App.pdf
1.	Exhibits	998 E 50 Exhibits.pdf												
2.	Review Criteria	998 E Hwy 50 Mobil Gas Station review criteria.docx												
3.	Photos	Photos.pdf												
4.	Application	998 E 50 App.pdf												

5. Legal Ad

VAR Legal AD Mobil Gas Station.docx

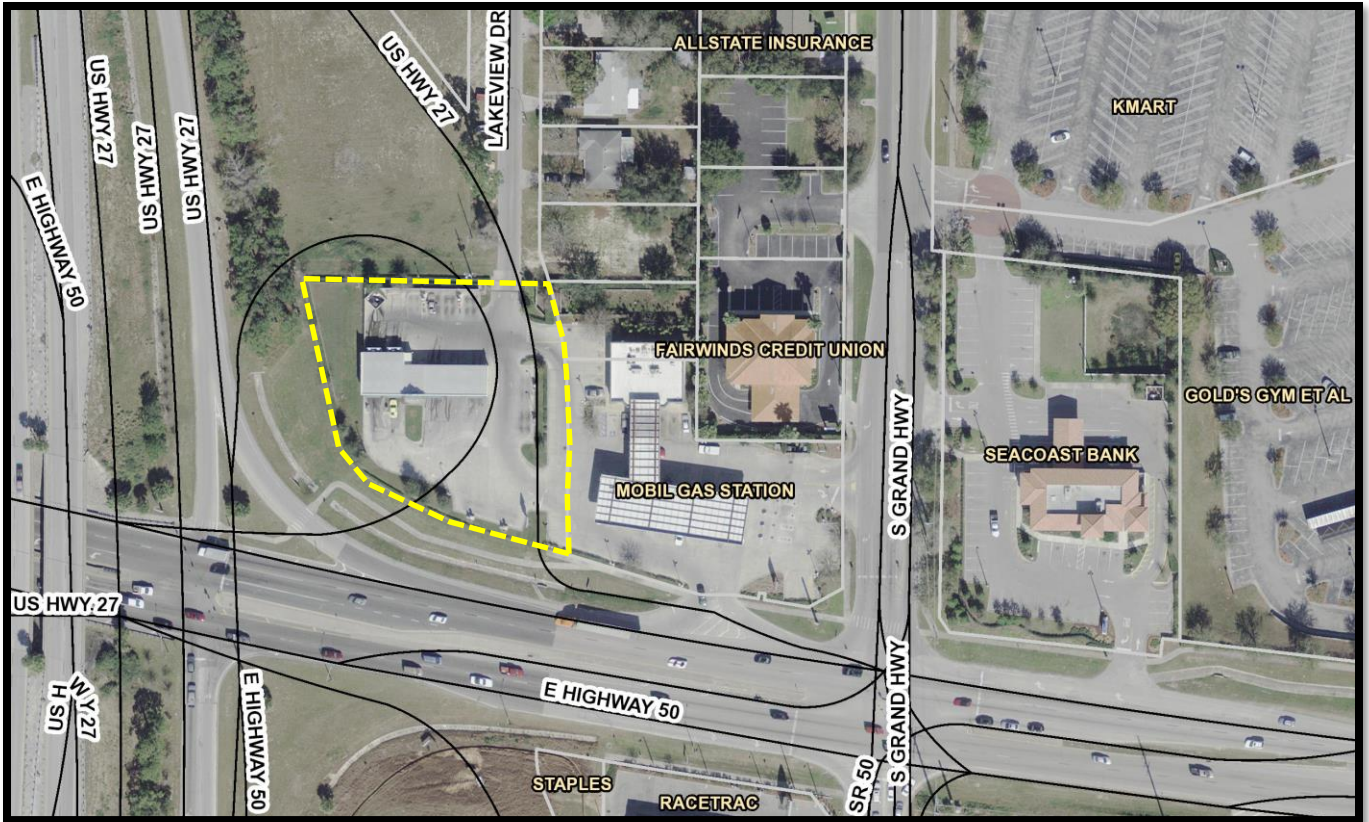
998 E. Hwy 50 – Mobil Gas Station - Variance



Variance:

To allow for native landscaping and no irrigation system

998 E. Hwy 50 – Mobil Gas Station - Variance



The above aerial photograph is from 2008. It shows the site prior to the US 27 and SR 50 interchange expansion. The western portion of the site (yellow dotted line) was needed for the interchange and the landowner was compensated for this taking. In addition, the landowner received approval for a "cure plan" that allowed a reduction in the landscaping buffer. At this time, the applicant is requesting relief from the approved cure plan and would like to install native landscaping with no irrigation system.

998 E. Hwy 50 – Mobil Gas Station Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Our goal is to keep this a Florida native landscaping property, which will ensure life span of landscaping for the future.

Staff comments: Special conditions exist which are peculiar to the parcel. The original property was subject to the construction and enlargement of the SR 50 and US Hwy 27 interchange. During this event, the landowner was subject to a taking and resulted in a “Cure Plan” to allow them to meet the land development code through a proposed cure plan, which was approved by the City Council. The cure plan allowed the owner the ability to meet the intent of the code without fully meeting the letter of the code for landscaping.

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: No

Staff comments: The owner and the applicant do have an interest in the property and are requesting the variance for the landscaping changes.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: The cost of replacing non-native plants, maintenance of non-native plants, and continued death by both disease and lack of water for non-native plants.

Staff comments: The owner has an approved cure plan that consisted of landscaping designated by a landscape professional. All parties involved, including the City, approved the proposed cure plan to provide a landscape buffer that would meet the intent of the code.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: No

Staff comments: Staff believes the variance request is exclusively based upon a desire to reduce the cost of maintaining the site. The owner was compensated to provide the landscaping as approved in the cure plan.

Negative finding

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

Applicant response: Yes

Staff comments: The use of native plantings with no irrigation system would be the minimum variance to accomplish the landscaping intent of the code. However, without irrigation, the livelihood of the plants and appearance compared to surrounding properties would be very noticeable.

Positive finding

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

Applicant response: No

Staff comments: All commercial properties are required to have landscape buffers consisting of species from the City's preferred tree, understory, and shrub list. The applicant has not indicated what native plant species will be installed. Granting the variance would appear to confer a special privilege to the applicant.

Negative finding

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

Applicant response: No

Staff comments: The proposed variance that would allow native landscaping could alter the essential character of the area surrounding the site. The applicant has not demonstrated that the proposed native landscaping would blend with the essential character of the area.

Negative finding

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

Applicant response: Yes

Staff comments: Staff feels that granting the variance will be injurious to the surrounding properties or detrimental to the public welfare and will not be in harmony with the general intent and purpose of the land development code.

Negative finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **six** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.





PRICE
— or —
Mobil
CREDIT
CARD

BOAT
FUEL









PRICE
— or —
Mobil
CREDIT
CARD

**BOAT
FUEL**



VAR 1705-0003



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-21-17 FEE: _____

PROJECT NAME (if applicable): Clermont landscaping

APPLICANT: Mount Dora Gas Inc

CONTACT PERSON: Suriah R.

Address: 16055 State Road 52, Suite 201

City: Land O Lakes State: FL Zip: 34638

Phone: 813-406-4813 Fax: 813-406-4818

E-Mail: pjallo@gmail.com

OWNER: Paul Jallo / Jallo Oil Distributors, Inc

Address: 16055 State Road 52, Suite 201

City: Land O Lakes State: FL Zip: 34638

Phone: 813-406-4813 Fax: 813-406-4818

Address of Subject Property: 998 E. Hwy 50, Clermont, FL 34711

General Location: Mobil station at the corner
of Grand Hwy + State Road 50

Legal Description (include copy of survey): Copy attached

Land Use (City verification required): _____



Zoning (City verification required): _____

CITY OF CLERMONT
VARIANCE
Application
Page 2

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

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

Section 86-174

What are you proposing to do that would require a variance and why? We are going to remove dead non-native plants.

How does the Code create a hardship? Replacing non-native dead plants with native plants will exceed \$5K which would create a loss in property profitability.

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

Our goal is to keep this a Florida Native landscaping property which will ensure life span of landscaping for the future.

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

NO



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

The cost of replacing Non-Native plants, maintenance on non-native plants, + continued death by both disease + lack of water for non native plants.

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

NO

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

yes

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

NO

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

NO



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

yes

Paul JAUO
Applicant Name (print)

x [Signature]
Applicant Name (signature)

→ ZAYA GIVARGIDZE
Owner Name (print)

x [Signature]
Owner Name (signature)

***** NOTICE *****

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

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow native landscaping without irrigation at a commercial location rather than meeting the requirements in the Land Development Code, Chapter 118 Vegetation; at the following location:

LOCATION:
Mobil Gas Station
998 E. Hwy 50
(Alt. Key 3771731)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, June 27, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 20, 2017



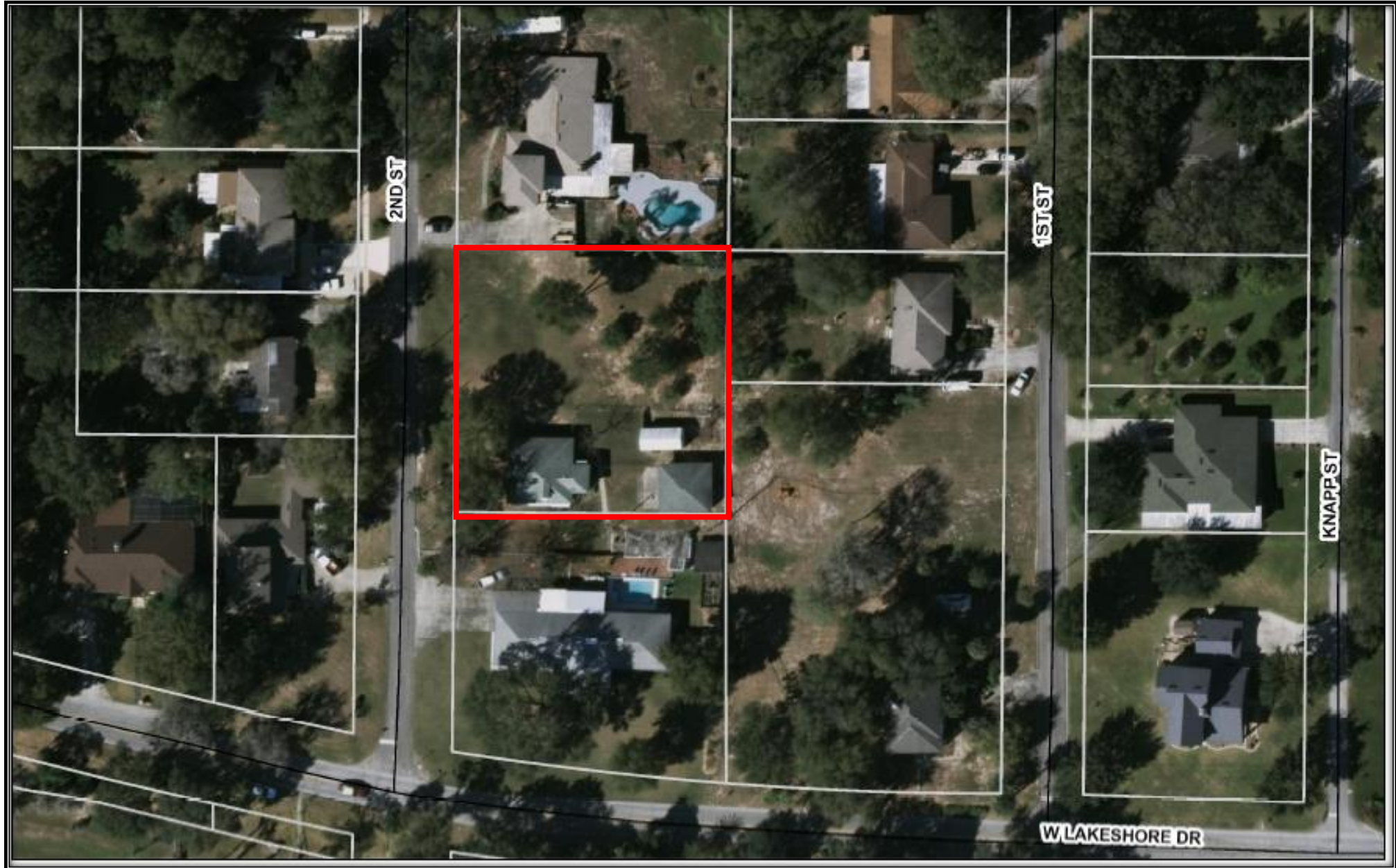
CITY OF CLERMONT

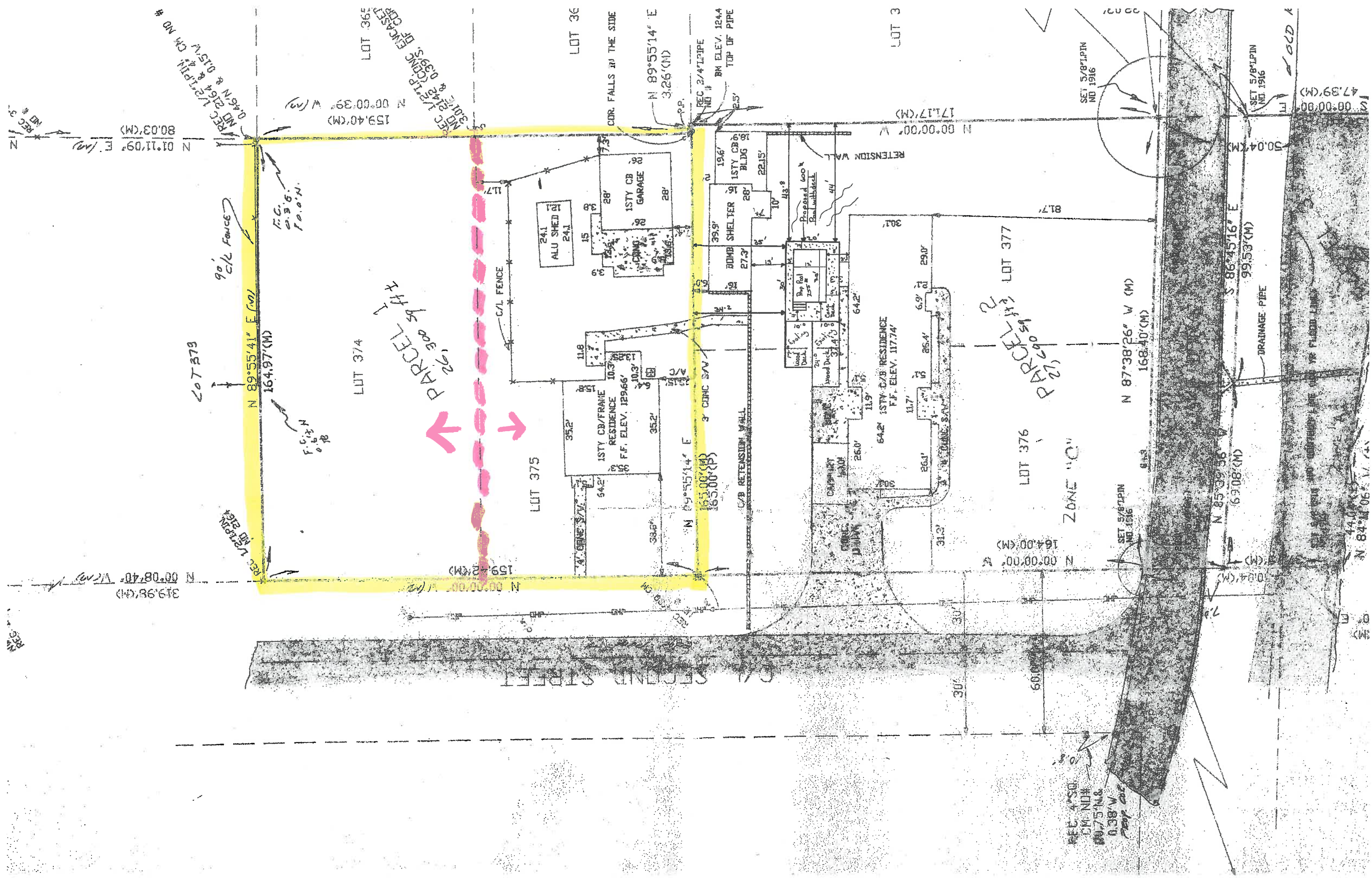
AGENDA ITEM

Page 1 of 1

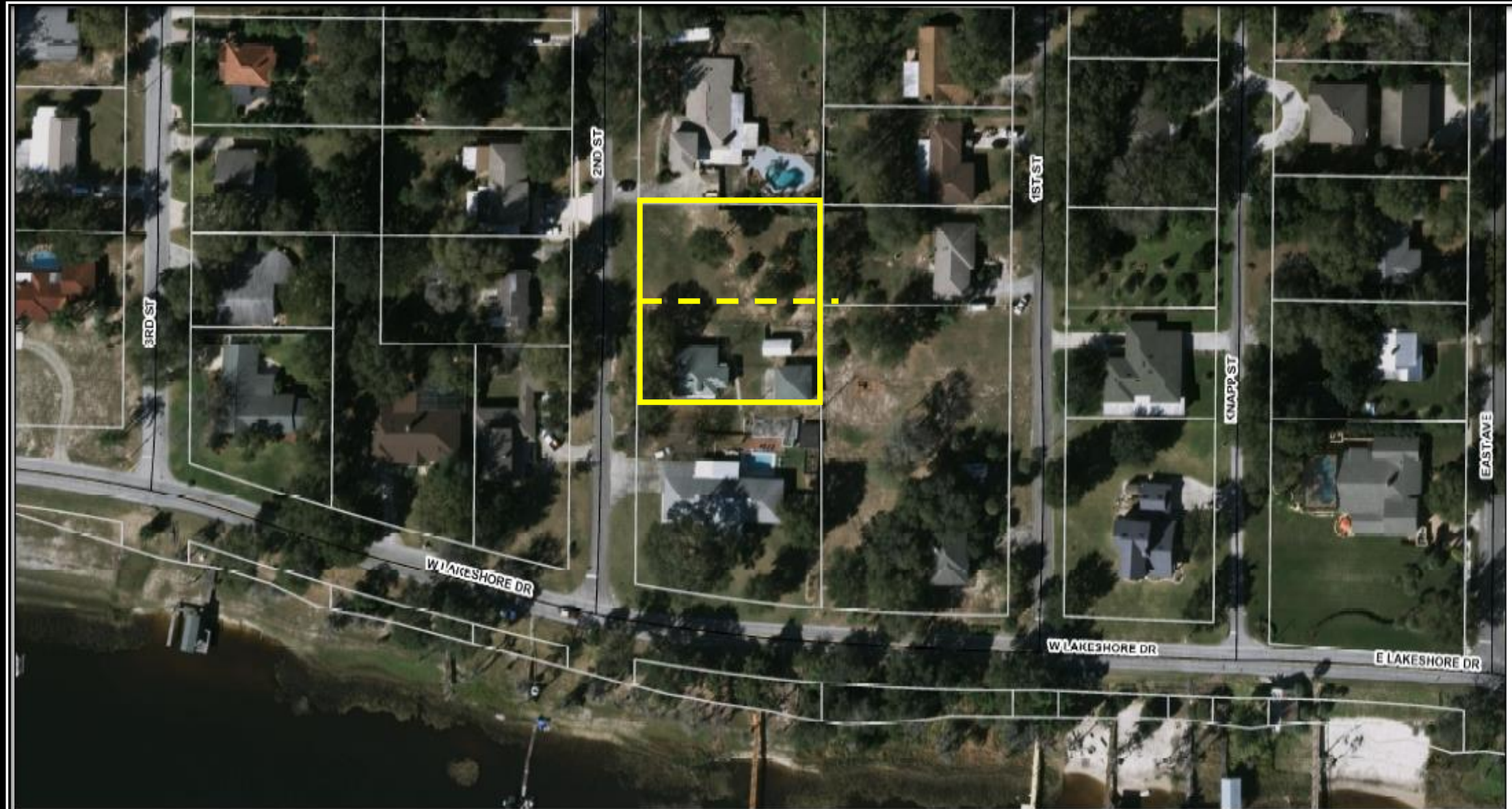
Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Variance Request <i>Arnold</i>		
Requested Action		
Recommend denial of variance request.		
Staff Report		
The applicant is requesting a variance to the R-1-A zoning minimum lot requirements to allow for an 80' lot width instead of the 100' lot width required by Section 122-104 of the land development code (LDC). The proposed 80' wide lot will allow construction of a new single family home. As indicated on the survey, the existing 165' x 160' wide lot will be split to create two separate 80' x 165' single family lots. The lots were platted before the adoption of the zoning codes and land development regulations. The property is currently zoned R-1-A, which requires a minimum 100' lot width for a single family dwelling unit. Based on the survey, the current lot as platted has a single family home on half of the lot, which will allow the lot to be split to create another 80' x 165' buildable lot. If approved, the applicant will apply for the lot split and record it with the Lake County Property Appraiser. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that one of the eight does not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location map	Site Map Existing Lot.pdf	
2. Property Survey	Arnold Survey.pdf	
3. Site Map-Lot Split	Site Map - 1651 2nd Street.pdf	
4. Sec 86-174-Review Criteria	Sec 86-174-Variance Review Criteria.pdf	
5. Application	Arnold App.pdf	
6. Legal Ad	VAR Legal AD 1651 2nd Street.pdf	

Site Map – Existing Lot Conditions





Site Map – 1651 2nd Street



Arnold - 1651 2nd Street Variance

Exhibit – Sec. 86-174 Review Criteria and Findings

The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *The lots were created in PB 3, PG 20 in May 1917. We want to be able to use the lot as created, for single family use.*

Staff comments: *Staff agrees, this lot was platted prior to the adoption of the zoning codes and therefore creating a lot that does not meet the current land development regulations of R-1-A, which requires a minimum lot width of 100 feet.*

Positive finding

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

Applicant response: *The owner did not create the code the lot had to be 100 feet wide.*

Staff comments: *The owner does have an interest in the property and is requesting the variance to build a single family home.*

Negative finding

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

Applicant response: *Several other lots on 2nd and 1st are buildable lots with similar dimensions.*

Staff comments: *Staff agrees, this lot was platted prior to the adoption of the zoning code and land development regulations, similar variances have been granted in the same zoning district.*

Positive finding

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

Applicant response: *No decreased cost associated with Variance request.*

Staff comments: *No evidence of decreased cost provided due to variance request.*

Positive finding

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

Applicant response: *Yes, allow my daughter to build a single family home in our neighborhood.*

Staff comments: *The applicants request for the variance appears to be the minimum variance necessary to make reasonable use of the intent of the land. The variance will allow construction of a single family dwelling unit.*

Positive finding

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

Applicant response: *Several other lots in the R-1-A are the same size and they have single family residence.*

Staff comments: *The City Council has granted similar variance request in this zoning district.*

Positive finding

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

Applicant response: *Granting of the variance will be in line with other homes on the lots with 80' x 165'.*

Staff comments: *The lot is currently vacant and with the construction of a single family home this would increase the property value and be an improvement to the surrounding area.*

Positive finding

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

Applicant response: *The variance would allow the construction of a single family home on a lot that is similar to others along 2nd & 1st Street.*

Staff comments: *Granting the variance will be in harmony with the intent and purpose of the land development codes and will not be injurious to the surrounding properties and public welfare.*

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **one of the eight** do not meet these findings. Therefore, staff recommends **denial** of the variance request by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 6/6/17

FEE: _____

PROJECT NAME (if applicable): _____

APPLICANT: Carmen S. ArnoldCONTACT PERSON: Carmen S. ArnoldAddress: 1168 W. Lakeshore Dr.City: Clermont State: FL Zip: 34711Phone: 352-394-4135 Fax: _____E-Mail: CSA101JA@aol.comOWNER: Same as above

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 11651 2nd St., Clermont, FL 34711

General Location: _____

Legal Description (include copy of survey): _____

Land Use (City verification required): Low Density Residential



Zoning (City verification required):

B-1-A Single Family

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

122-104 (2) lot and height requirements

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

Create a buildable lot for family member

How does the Code create a hardship?

The original lot was created with dimensions 80x165. The code requires 100' width at the ~~see~~ building setback line.

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

Variance requested – subject and code section:

Allow an 80x165 lot in the B-1-A zoning district

Sec. 86-174. Review criteria and findings.

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

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

The lots were created in PB 3 PG 20 in May 1917. We want to be able to use the lot as created, for single family use

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

The owner did not create the code. The lot had to be 100 feet wide.



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

Several other lots on 2nd & 1st are buildable
lots with similar dimensions

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

NO Decreased costs associated with variance
request.

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

YES, Allow my daughter to build a single
family home in our neighborhood.

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

Several other lots in the R-1-A are the
same size and they have single family residences.

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

Granting of the variance will be in line with
other homes on the lots with 80 x 165



**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

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

The variance would allow the construction of
a single family home on a lot that is similar
to others along 2nd & 1st St.

Carmen S. Arnold
Applicant Name (print)

x Carmen S. Arnold
Applicant Name (signature)

Carmen S. Arnold
Owner Name (print)

x Carmen S. Arnold
Owner Name (signature)

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

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

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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a lot width of 80 feet instead of the 100 feet width required by the Land Development Code, Section 122-104 – Lot and height requirements at the following location:

LOCATION:

1651 2nd Street
(Alt. Key 1625246)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, June 27, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 19, 2017



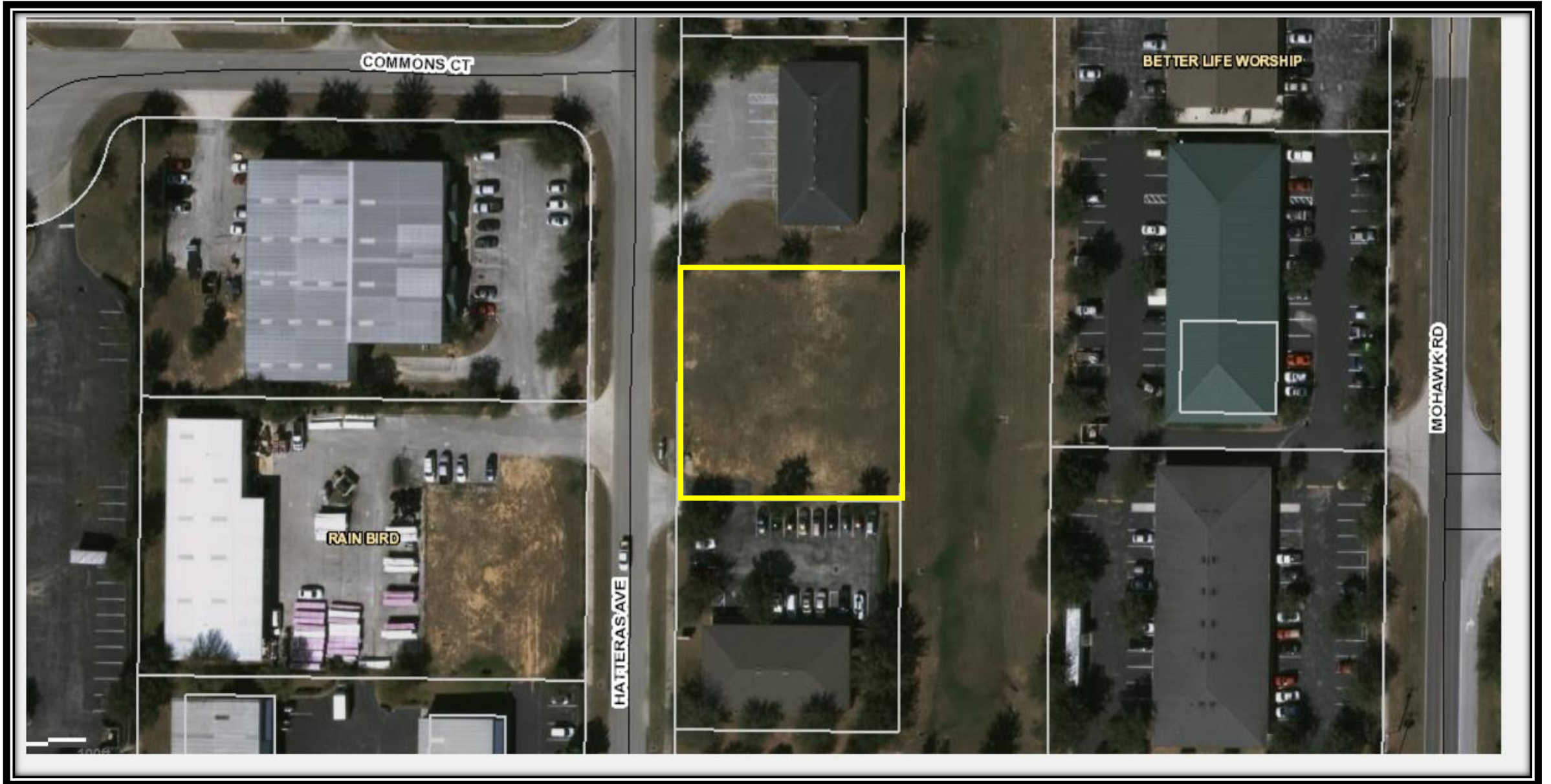
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Variance Request <i>Clermont Commons Lot 10</i>		
Requested Action		
Recommend denial of variance request.		
Staff Report		
The applicant is requesting a variance to the parking requirements for Clermont Commons, Lot 10. The proposed 4,500-square-foot office building will require 23 parking spaces per Section 98-14 of the land development code (LDC). The proposed site plan will provide 17 spaces on site, creating a parking space deficit of six spaces. Clermont Commons Lot 10 is currently vacant and is the last undeveloped lot in this platted development. The current zoning is M-1 Industrial District, which allows professional and medical offices as a permitted use. Code Section 98-14, Minimum Parking Space requires the proposed 4,500-square-foot office building to provide 1 parking space per 200 square feet of office space. The parking space ratio will require a total of 23 spaces. Based on the site plan dated 6/01/2017, there will be 16 regular parking spaces and 1 ADA parking space on site. The applicant is requesting a variance for the six parking space deficit. All other requirements of the LDC as presented with site plan can be met. If approved, the applicant will apply for site plan review and applicable building permits. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance request. If the Council approves the request, staff is requesting that the variance becomes null and void at the time this business vacates the premises.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Location Map	Clermont Commons Lot 10 Map.pdf
2.	Section 86-174 Reveiw Criteria	Clermont Commons Lot 10 Variance Sec 86-174 Review Criteria.pdf
3.	Application/Site Plan	Clermont Commons Lot 10 App.pdf
4.	Legal Ad	VAR Legal AD Clermont Commons Lot 10.pdf

Location Map (Clermont Commons –Lot 10 Variance)



Clermont Commons Lot 10 - Variance

Exhibit – Sec. 86-174 Review Criteria and Findings

The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *The property geometry and shared driveway creates a special condition and circumstance to develop the property.*

Staff comments: *The subject property is consistent in lot size as other lots in the Clermont Commons that have been developed in compliance with the land development code without any variances.*

Negative finding

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

Applicant response: *The variance request is only for existing site restraints and not by anyone presently interested in the property.*

Staff comments: *The applicant does have an interest in the property and is requesting the variance.*

Negative finding

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

Applicant response: *We believe the existing site has constraints unlike other properties in the same development. The site geometry and shared driveway creates constraints when developing the property as originally planned in the Clermont Commons Master Plan.*

Staff comments: *There are similar lots in Clermont Commons that have been developed under the terms of the land development code for this zoning district without any variances.*

Negative finding

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

Applicant response: *The requested variance is due to site restraints and not based on the desire to reduce the cost of developing the site or otherwise economically founded.*

Staff comments: *No evidence of decreased cost due to variance request.*

Positive finding

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

Applicant response: *We believe the variance requested is the minimum variance necessary to improve the property as represented in the submitted conceptual plan.*

Staff comments: *The applicants request for the variance is the minimum variance necessary to make possible reasonable use of the site. Lot 10 is the last undeveloped site in the Clermont Commons.*

Positive finding

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

Applicant response: *We understand that the variance requested is only tied to the subject property and due to the existing conditions and restraints.*

Staff comments: *The City Council has granted similar variance request in the past.*

Positive finding

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

Applicant response: *We believe that the variance will not diminish the property value or alter the essential character of the surrounding sites.*

Staff comments: *The proposed variance does not seem to substantially diminish property values or change the essential character of the area.*

Positive finding

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

Applicant response: *The variance granted will be in harmony with the general intent of this land and we believe it will not be injurious to the surrounding properties or detrimental to the public welfare.*

Staff comments: *Staff feels that granting this variance will not be injurious to the surrounding properties or detrimental to the public welfare.*

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three of the eight** do not meet these findings. Therefore, staff recommends **denial** of the variance request by the applicant to the Clermont Land Development Code.

VAR 1706-0001



CITY OF CLERMONT
VARIANCE
Application

DATE: May 11th 2017

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Clermont Commons Hatteras Ave Lot 10

APPLICANT: Ramlakhan Singh

CONTACT PERSON: Patrick Bianchi Jr

Address: 18124 Coralwood Lane

City: Groveland State: Florida Zip: 34736

Phone: 407-271-7895 Fax: _____

E-Mail: Tristateworks@aol.com

OWNER: SOUTH LAKE DENTAL SPECIALISTS LLP

Address: 265 HATTERAS AVE STE 2

City: Clermont State: Florida Zip: 34711

Phone: _____ Fax: _____

Address of Subject Property: Hatteras Ave LOT 10: 17-22-26-020000001000

General Location: Off Citrus Tower turn onto Hatteras and its the vacant lot sharing
lot sharing an ingress/egress with Clermont Endodontic Specialist.

Legal Description (include copy of survey): _____

CLERMONT, CLERMONT COMMONS SUB LOT 10 PB 37 PGS 60-61 I
ORB 2155 PG 1891 I

Land Use (City verification required): Industrial

Zoning (City verification required): M-1





CITY OF CLERMONT
VARIANCE
Application
Page 3

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

We believe the existing site has constraints unlike other properties in the same development. The site geometry and shared driveway creates constraints when developing the property as originally planned in the Clermont Commons Master Plan

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

The requested variance is due to site constraints and not based on the desire to reduce the cost of developing the site or otherwise economically founded.

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

We believe the variance requested is the minimum variance necessary to improve the property as represented in the submitted concept plan.

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

We understand that the variance requested is only tied to the subject property and due to the existing conditions and constraints.

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

We believe that the variance will not diminish the property value or alter the essential character of the surrounding sites.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

The variance granted will be in harmony with the general intent of this land and we believe it will not be injurious to the surrounding properties or detrimental to the public welfare.

RAMLAKHAN SINGH
Applicant Name (print)

X [Signature]
Applicant Name (signature)

DANIEL CROFTON
Owner Name (print)

X Daniel J. Crofton
Owner Name (signature)

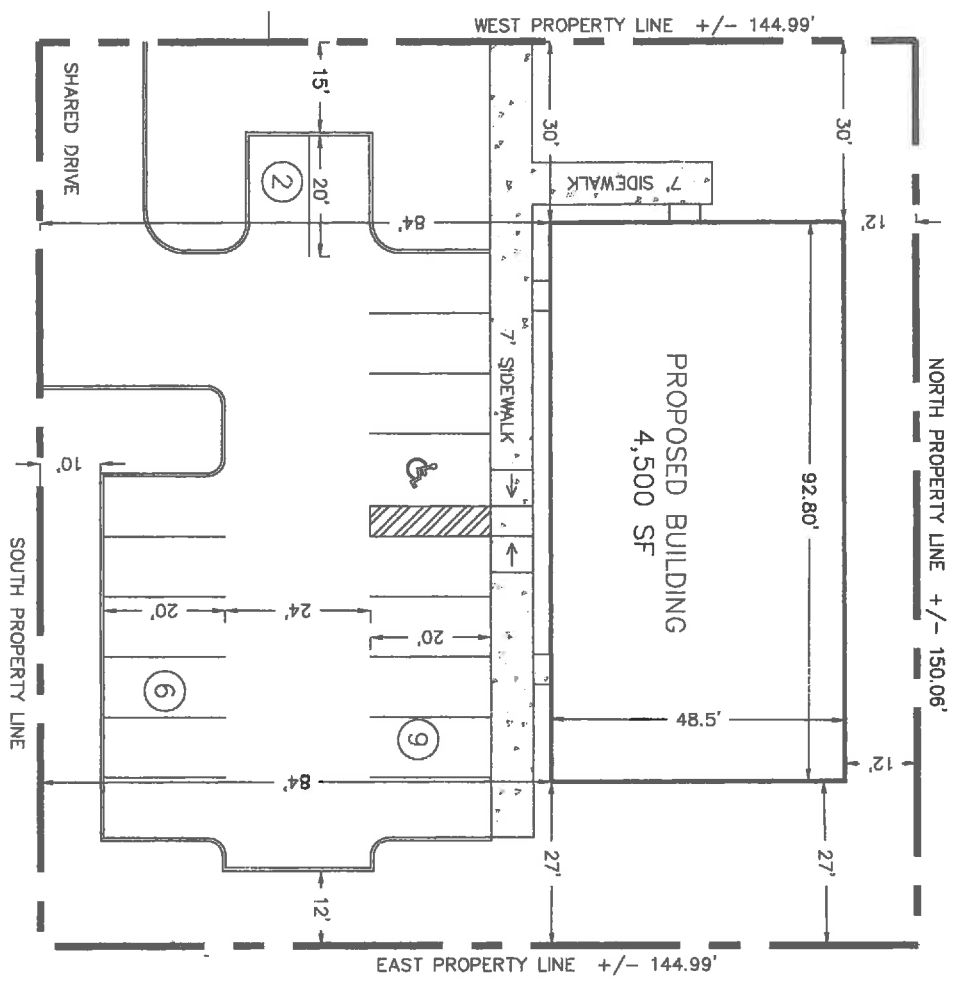
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05/31/17 4:04PM EDT
UYDV-KPLI-ON9Y-DYD6

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

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

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

LS14628



SCALE 1" = 20'

1. **SITE AREA:** = 0.50 ACRES +/-
PROP. IMPERVIOUS AREA = 0.30 ACRES (60%)
PROP. PERVIOUS AREA = 0.20 ACRES (40%)
2. **SITE LOCATION:**
 SECTION 17, TOWNSHIP 22 E, RANGE 26 S
3. **PROPERTY DESCRIPTION:**
 CURRENT CONDITION: VACANT / UNDEVELOPED
4. **BUILDING SETBACK:**

NORTH (SIDE)	12'	PROVIDED
SOUTH (SIDE)	84'	
WEST (HATTERAS AVE.)	30'	
EAST (SIDE)	27'	
5. **PARKING CALCULATIONS:**
 1 SPACES REQUIRED PER 200SF OF OFFICE AREA
CALCULATION: 4,500 SF / 200 = 22.5
REQUIRED USE: 23 SPACES
PROVIDED: 17 SPACES
 6 SPACES FOR VARIANCE REQUEST

PRELIMINARY
 NOT FOR PERMITTING
 OR CONSTRUCTION
 08-01-17

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a reduction of six (6) parking spaces for a proposed office building instead of the number required by the Land Development Code, Section 98-14 – Minimum parking space requirements at the following location:

LOCATION:

Clermont Commons, Lot 10
(Alt. Key 3734157)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, June 27, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 19, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Resolution No. 2017-23 <i>Heritage Hills</i> <i>Table to July 25, 2017</i>		
Requested Action		
Recommend tabling of the CUP amendment.		
Staff Report		
The applicant is requesting to amend the existing conditional use permit (Resolution No. 2016-09) to allow for the elimination of the public sidewalk on Hartwood Marsh Road. This is condition 5 under Section 6 Transportation Improvements in Resolution No. 2016-09. In April 2016, the applicant had requested the removal of the public sidewalk requirement along with other requests for Phase 7 of the project. The request to eliminate the sidewalk was denied at that time, and after waiting the required one-year time limit to reapply, the applicant is now back for the same sidewalk request. The existing resolution requires a public sidewalk to be constructed along the north side of Hartwood Marsh Road right-of-way. This is a typical requirement for any development within the City. When this requirement was included as part of the resolution, it was assumed the right-of-way for Hartwood Marsh Road would remain as is. The Lake County Engineering Office has informed City staff that this is not the case anymore. Lake County is working with the Center Lake Sand mine to relocate Hartwood Marsh Road to the eastern side of their property. This would leave a cul-de-sac just to the west of the Heritage Hills entrance on Hartwood Marsh Road. For this reason, the applicant is again requesting not to construct the sidewalk in this area. Lake County has also included a letter that states that this sidewalk will be of no use because of the internal connectivity of the existing development. The applicant believes the sidewalk will not serve the purpose for which it was intended and is requesting to remove the requirement from the conditional use permit. Staff can understand the request for eliminating the Hartwood Marsh Road sidewalk based on the proposed realignment of Hartle Road and Hartwood Marsh Road. However, without a specific construction timeline for Hartle Road, and the fact that it remains a "proposed right-of-way," staff is not comfortable recommending the elimination of the sidewalk along Hartwood Marsh Road at this time and therefore recommends denial of the request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Applicant postponement request	Postponement request.pdf
2. Resolution 2017-23	2017-23 Heritage Hills CUP.docx
3. Aerial Map	Aerial Map.docx
4. Master Site Plan	Map Heritage Hills.pdf
5. Resolution 2016-09	R-2016-09.pdf
6. Lake County letter	Lake County letter.pdf
7. Application	CUP App Heritage Hills.pdf
8. Legal Ad	Heritage Hills CUP Ad.docx

Barbara Hollerand

From: Duane Booth <duanebooth@besandh.com>
Sent: Tuesday, June 06, 2017 11:36 AM
To: Barbara Hollerand; Curt Henschel; John E. Kruse
Cc: Keith Malcuit; 'Rob.Bonin@lennar.com'; 'Matt Cuarta'; Amy Malone
Subject: Heritage Hills CUP Ammendment Hearing P&Z

Barbara,

I am sending this email on behalf of Lennar Homes to request postponement of the Heritage Hills CUP amendment that is on the Planning and Zoning Board agenda for tonight.

Lennar and BESH received notification yesterday that this was on the agenda for tonight and one of the key people for Lennar to make a presentation on this case is on vacation this week.

We respectfully request the hearing of this Item to be postponed to the July 10, 2017 Planning and Zoning Hearing Date.

Should you have any questions or require additional information, please call or email me. Contact information below.

Duane K Booth, PE

Booth Ern Straughan & Hiott, Inc.

902 N Sinclair Ave

Tavares, Florida 32778

352-343-8481 (office) 352-267-4435 (cell)

duanebooth@besandh.com

Good...Better...**BESH!**



**CITY OF CLERMONT
RESOLUTION NO. 2017-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 2016-09) FOR A PLANNED UNIT DEVELOPMENT TO REMOVE A CONDITION REQUIRING SIDEWALKS ALONG HARTWOOD MARSH ROAD.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held June 6, 2017 recommended approval of the amendment to a Conditional Use Permit; Resolution 2016-09, for a Planned Unit Development to allow the removal of a condition for a sidewalk along Hartwood Marsh Road at the following location:

LOCATION:

Heritage Hills Subdivision

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for the amendment to a Conditional Use Permit; Resolution 2016-09, for a Planned Unit Development to allow the removal of a condition for a sidewalk along Hartwood Marsh Road be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 – General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. Upon approval of this Resolution, the property shall only be used for the purposes described herein. No expansion of the use(s) or any additional uses shall be permitted except as approved by another Conditional Use Permit.
3. The property described in “Exhibit A” shall be developed in substantial accordance with the Conceptual Site Plan, Center Lake Properties Limited/Vista Royale, modified October 2014, by BESH, Inc., as shown in “Exhibits B and C” and Map H; Master Development Plan for Kings Ridge DRI, dated November 2005, prepared by Glatting Jackson Kercher Anglin Lopez Rinehart, as shown in “Exhibit D,” incorporating all conditions of this Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2017-23

4. 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 Planned Unit Development without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits from the City and other applicable jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. Any specific references in this Resolution to the Florida Statutes, Florida Administrative Code, City of Clermont Land Development Regulations, City of Clermont Comprehensive Plan, shall include any future amendments to the statutes, code, regulations and or plan.
7. A Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution as prescribed in the City Code.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of the date of grant by the City Council or the Permit shall become null and void.
10. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
11. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
12. The subject property; Heritage Hills, shall be an independent development and shall not become part of the Kings Ridge Planned Unit Development as an addition or extension of the Kings Ridge Community Association, Incorporated.

CITY OF CLERMONT
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13. The subject property; new community/Phase 7, shall be an independent development and shall not become part of the Heritage Hills Development as an addition or extension of the Heritage Hills Community Association, Incorporated. The new community/Phase 7 shall not have access to the pool or clubhouse amenities within the Heritage Hills Development.

Section 2 – Land Use

The parcel shall be developed as a residential Planned Unit Development. The community shall be owner occupied. The project shall be developed in accordance with the UD-7 Mixed-Use Classification I Land Use District.

1. *Number and Type of Residential Units* - There are 1,223 dwelling units approved for “Parcel H,” a density of 2.77 dwelling units per acre. All land used to calculate density must be useable land. Floodplains, wetlands, natural bodies of water, and power line easements are not useable land for density calculations.
2. *Lot Sizes* – Residential construction shall be permitted on lots that are a minimum of 50 feet x 100 feet (5,000 square feet); however, cul-de-sac or unique configured corner lots may be permitted less than 50-foot frontage as long as the lot meets the 50 foot required width at the building setback line and meets the minimum square footage. Within the gated community, residential attached construction shall be permitted on lots that are a minimum of 20 feet x 100 feet (2,000 square feet). Setbacks shall be as provided in Exhibits “B” and “C.”
3. *Structure Setbacks* – Minimum setbacks shall be twenty (20) feet for front yards, fifteen (15) feet for rear yards for the principal dwelling unit, and a ten (10) foot separation between buildings. Accessory structures such as pools, decks and screened enclosures shall be constructed a minimum of five (5’) feet from the rear yard property line.
4. *Impervious Surfaces Limitations* – A maximum Impervious Surface Ratio shall not be calculated on individual lots for permitting purposes.
5. *Total Open Space* – A minimum of 45 percent of the useable land shall be open space. This may include common open space (including trails), yards, landscape buffers and power line easements. Floodplain areas, wetland areas, natural water bodies, rights-of-way, and dry water retention areas shall not be calculated as open space or common space.

CITY OF CLERMONT
RESOLUTION NO. 2017-23

6. *Common Open Space* – A minimum of 50 acres of land shall be designated as Common Open Space. Common Open Space shall be defined as land set aside, dedicated, designated, or reserved for public use or the use of owners and occupants of the development. Common Open Space includes parks and recreation areas. It does not include the perimeter landscape buffer described in Section 7, Condition 3.
7. A clubhouse and recreation facilities will be provided for the benefit of the owners of property within the Heritage Hills Planned Unit Development.
8. In order to provide neighborhood continuity within the Heritage Hills development, all residential areas shall access internally to recreational and other passive public areas through design and implementation of pedestrian ways and bicycle paths.
9. The project shall have an on-site sales and model center.
10. A masonry wall shall be constructed along the eastern portion of Heritage Hills Phase 6.
11. Developer shall install four approved street lights along Hartwood Marsh Road prior to the Phase 6 final approval.

Section 2.1 – Phase 7 Amendments

1. Phase 7 shall be allowed to develop 50 foot right-of-ways.

Section 3 – Physical Site Development and Environmental Issues

1. A dust abatement, soil erosion, and ground stabilization plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion. All disturbed areas that are not to be developed within 30 days after grading is completed shall be seeded and mulched or sodded unless an alternative plan is submitted to and approved by the City.
2. Any and all areas of the parcel shall be in compliance by June 4, 2004 with the agreement with Lake County titled “Developer’s Agreement for Reclamation Activities Related to the Center Lake Sand Mine” dated December 17, 2002. The permittee agrees to execute a document that allows the City to enforce all terms and conditions of the Development Agreement with Lake County following the annexation of property described in Exhibit “A”.
3. Parcels shall be developed with maximum slopes limited to 3:1 with the exception of Parcel A, identified as a park site on the Conceptual Development Plan, where special design features such as overlook plazas may be provided. Here, slopes of 2:1 may be allowed with review and approval by the City Engineer.

CITY OF CLERMONT
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4. Stormwater Management: A comprehensive stormwater management system will be provided consistent with all regulatory requirements of the City and the Water Management District.
5. Due to extreme grades existing on the site from the former sand mining operation, previously disturbed areas of the project will be exempt from Code limitations regarding the extent of grade changes allowed. Initial reclamation and grading is exempt from City Code; however, after the initial grading has been completed future grading will conform to the City's grading code.
6. The Floodplain Administrator has determined that the proposed development plans require issuance of a Floodplain Development Permit in accordance with Section 94-50 of the City Code. As part of this Conditional Use Permit, the Floodplain Permit is approved for the construction of a stormwater retention area described on Sheet 1, dated August 2014, and prepared by BESH, Inc. The stormwater retention area will retain a minimum volume equal to the post-development minus pre-development runoff volume from the 25-year 96-hour storm over the contributing basin plus a volume equal to the fill proposed in the floodplain so that no change in the base flood elevation will result from the proposed construction. No impacts to the wetland fringe of Johns Lake will result from construction of the stormwater retention pond, subject to compliance with St. Johns River Water Management District regulations and all other applicable laws.

Section 4 – DRI Development Order Issues and Impact Mitigation

1. Prior to obtaining a Preliminary Plat of the property, the owner shall comply with the requirements of Chapter 380.06, Florida Statutes, which governs Developments of Regional Impact. If the property is governed by the provisions of Chapter 380.06, Florida Statutes and proceeds through the Development of Regional Impact process, then the terms and conditions of this Permit may be modified so as to conform to the terms and conditions of the Development Order issued by the City.

Section 5 – Utilities

1. The project shall be plumbed for reclaimed water use. In order to prevent potential cross connection of potable water supply and reuse water lines, all reuse lines shall be installed in purple colored pipe. Irrigation water shall be supplied by a private irrigation well and system permitted and constructed by the owner to serve the residents and common areas until reuse water is available. The City shall operate and maintain the well and distribution mains up to and including the irrigation meters.
2. A 100 foot by 100 foot well site shall be dedicated to the City; the location of which to be determined by the City Engineer.

CITY OF CLERMONT
RESOLUTION NO. 2017-23

3. The City will provide water and wastewater services for the project described in the Planned Unit Development.
4. The permittee will be responsible for extending utility lines to the project.
5. The permittee shall not place more than thirty-six (36) inches of overburden on utility lines. Where landscape may be located over such line, the City shall receive indemnification in the event of necessary operation and/or maintenance of the utility. Repair and/or replacement of landscape shall be the responsibility of the permittee.
6. The City may construct a liner in any or all of the retention ponds within the development to be used for bulk reclaimed water storage. The City will construct the liner at its own expense and restore the area to a condition equal to the conditions prior to liner construction. The City may construct at its own expense a pump station and filtration system for the reclaimed water to be constructed along the banks of the pond. The construction of the facilities will mimic a residential-style structure to blend in with the surroundings. The owner shall dedicate access easements over the pond areas to facilitate this use.

Section 6 – Transportation Improvements

1. The permittee shall dedicate right-of-way necessary for the proposed realignment of Hartwood Marsh Road as determined by Lake County. In the event development of the project reaches a stage where access from Hartwood Marsh Road is necessary and the planned improvements to Hartwood Marsh Road have not been made, there may be a requirement for improvements to the existing roadway such as turn lanes. The developer shall dedicate right-of-way of eighty (80) feet in width for the extension of Hartle Road through the property so as to connect with Hartwood Marsh Road.
2. The developer shall meet the required access management standards of Lake County and the Florida Department of Transportation (FDOT) consistent with jurisdictional roadway classifications as it relates to identified jurisdictional facilities.
3. To provide safe access and preserve operational capacity, the developer shall fund on-site and immediate area improvements consistent with impacts of the specific access being requested. Immediate improvements necessitated by construction of ingress/egress roadways to the project shall be provided, consistent with the impact of the facility constructed. The City of Clermont and Lake County shall jointly review and determine approval of access facilities. Plans and specifications for any proposed access shall be provided for review, evaluation and approval prior to physical construction. Such improvements may include, but not be limited to, acceleration lanes, deceleration lanes, turn lanes, tapers, signalization, and signage, widening, and resurfacing of the impacted roadway consistent with the specific land utilization for the access being requested.

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4. If, in the future, it is determined by the City that a signal is warranted at the intersection of Hancock Road and Kings Ridge Boulevard, the permittee shall pay a pro rata share of the cost of engineering, equipment and installation of the signal.
5. ~~A sidewalk shall be provided along Hartwood Marsh Road the length of the subject property unless Lake County constructs a trail in lieu of the sidewalk.~~
5. In order to provide neighborhood continuity within Heritage Hills, all residential areas shall access internally to recreational and other passive public areas through design and implementation of road networks, pedestrian ways and bicycle paths. Main roads through the project shall have cart paths on both sides of the road and have a six (6) foot wide sidewalk on one side of the roadway. A sidewalk will be required on both sides of the roadway where parcels are not served by community walking trails. Neighborhood roads will have a cart path on one side of the road and will not be required to have sidewalks.
6. The roads within the Planned Unit Development shall be private and the roads shall be owned and maintained by a duly appointed and authorized Homeowners Association.
7. The roadway surface may be designed and constructed in two $\frac{3}{4}$ inch lifts of asphalt for a total of 1 $\frac{1}{2}$ inch asphalt surface.
8. “F” type vertical curbs are to be provided throughout the community.
9. Ingress and egress to the site for construction shall be as approved by the City Site Review Committee.
10. A second entrance to the development will be required prior to August 31, 2013 Should the entrance road not be completed by August 31st, 2013 no further Certificates of Occupancy will be issued until the road is complete.
11. A temporary access road from Hartwood Marsh Road to the terminus of the existing, completed portion of Heritage Hills Boulevard may be constructed and remain in operation for a period of two years. The entrance at Hartwood Marsh Road shall be constructed to City standards; including street lights, for a distance of approximately 400 feet. Improvements along Hartwood Marsh shall be completed including right and left turn lanes, sidewalks, utilities and street lights. The temporary road shall follow the alignment shown in submittal dated January 20, 2009, as prepared by Booth, Ern, Straughan and Hiott, Inc. The temporary road shall be a minimum of 24 feet in width with a 12-inch stabilized subgrade and a minimum of 1-inch of asphalt. Temporary stormwater retention shall be provided and the design shall at a minimum collect runoff from the road and provide permanent erosion protection. The existing construction entrance shall remain in service.
12. The new development; Phase 7, shall provide access to Hartle Road within one year once Hartle Road is constructed.

CITY OF CLERMONT
RESOLUTION NO. 2017-23

Section 7 – Landscaping

1. The project shall be landscaped in accordance with the City landscape ordinance with the exception that required trees shall be three inches caliper in size.
2. Landscape buffers along rights-of-way shall be constructed per Code. Walls or fences shall be located on inside perimeter of the buffers and the landscape material shall be planted on the outside of the wall or fence. Chain link and vinyl or plastic fencing will not be allowed along public rights-of-way.
3. A minimum twenty (20) foot wide perimeter landscape buffer shall be provided between abutting property boundaries. The buffer shall be landscaped and irrigated according to Code.

CITY OF CLERMONT
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Exhibit A

Legal Description of 442-acre property, Center Lake PUD

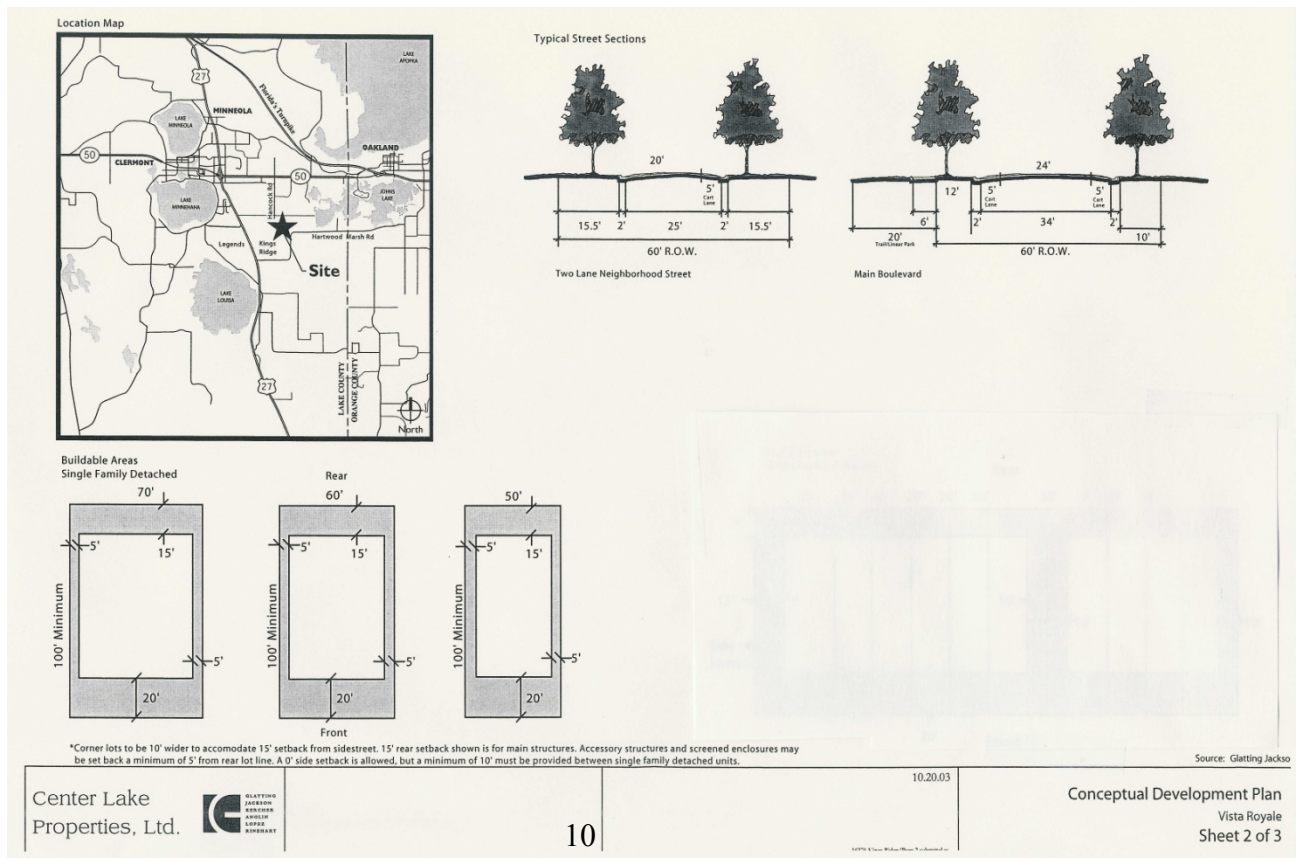
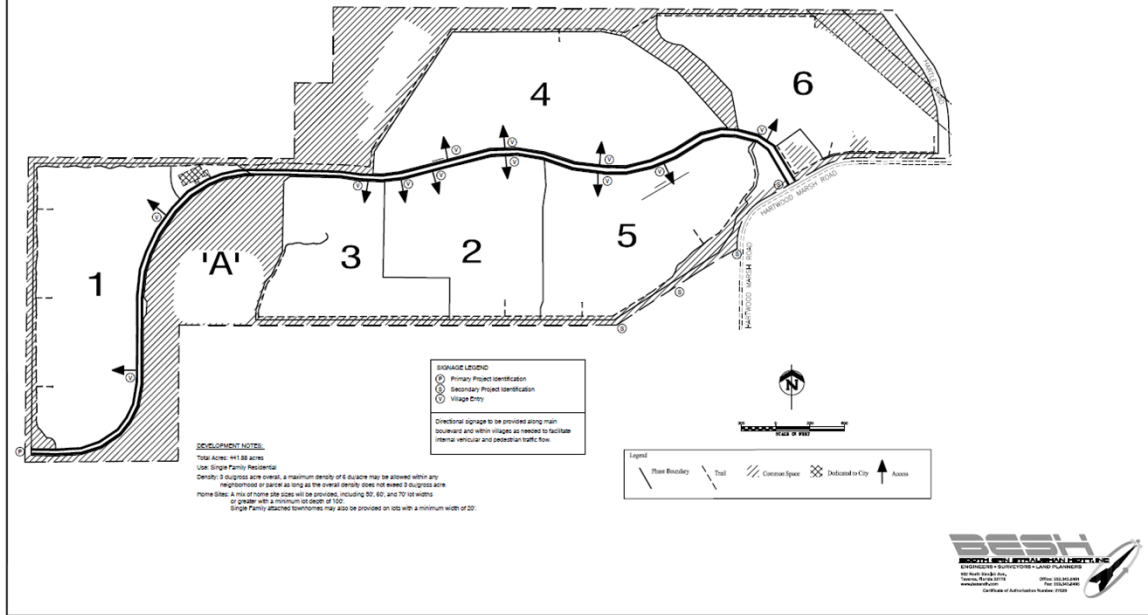
A tract of land lying in Section 2 and 3, Township 23 South, Range 26 East, Lake County, Florida being more particularly described as follows:

Commence at the North $\frac{1}{4}$ corner of Section 2, thence S $00^{\circ} 17' 01''$ W along the West line of the Northeast $\frac{1}{4}$ of Section 2 for a distance of 1318.96 feet to the Point of Beginning; thence S $89^{\circ} 38' 50''$ East along the North line of the S $\frac{1}{2}$ of the Northeasterly $\frac{1}{4}$ of Section 2 for a distance of 2647.84 feet thence S $00^{\circ} 22' 14''$ W along the East line of the Northeasterly $\frac{1}{4}$ of Section 2 for a distance of 1288.41 feet to the Northerly right of way of Hartwood Marsh Road; (An 80.00 feet right of way per Official Record Book 1299, Page 1952) thence N $89^{\circ} 33' 05''$ W along said right of way for a distance of 2031.70 feet to the point of curvature of a curve concave southerly having a radius of 676.00 feet; thence along said curve through a central angle of $29^{\circ} 37' 34''$ for a distance of 349.54 feet to the point of tangency; thence S $60^{\circ} 49' 22''$ W for a distance of 581.58 feet to the point of curvature of a curve concave Southeasterly having a radius of 422.00 feet; thence along the arc of said curve through a central angle of $60^{\circ} 07' 10''$ for a distance of 442.80 feet to the point of tangency; thence S $00^{\circ} 42' 12''$ W for a distance of 59.22 feet; to a point on a non-tangent curve concave Southeasterly and having a radius of 6222.73 feet; thence departing said right of way from a tangent bearing of South $60^{\circ} 40' 56''$ West, run southwesterly along the arc of said curve through a central angle of $03^{\circ} 37' 29''$ for a distance of 393.66 feet to the point of tangency; thence South $57^{\circ} 03' 27''$ West for a distance of 851.32 feet; thence South $89^{\circ} 59' 59''$ West for a distance of 3811.20 feet to the West line of the Southeast $\frac{1}{4}$ of Section 3; thence South $00^{\circ} 23' 05''$ West along the East line of said Southwest $\frac{1}{4}$ of Section 3 for a distance of 1183.99 feet; thence South $89^{\circ} 33' 57''$ West along the South line of said Southwest $\frac{1}{4}$ for a distance of 1335.49 thence North $00^{\circ} 38' 49''$ thence North $00^{\circ} 38' 19''$ East along the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3 for a distance of 2655.36 feet; thence South $89^{\circ} 40' 41''$ East along the North line of the South $\frac{1}{2}$ of Section 3 for a distance of 2315.53 feet; thence North $00^{\circ} 25' 11''$ East for a distance of 661.05 feet; thence South $89^{\circ} 39' 45''$ East for a distance of 330.78 feet; thence North $00^{\circ} 25' 53''$ East along the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 3 for a distance of 660.96 feet; thence South $89^{\circ} 38' 49''$ East along the North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3 for a distance of 1323.66 feet; thence South $89^{\circ} 43' 10''$ East along the North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2 for a distance of 2648.47 feet to the POINT OF BEGINNING.

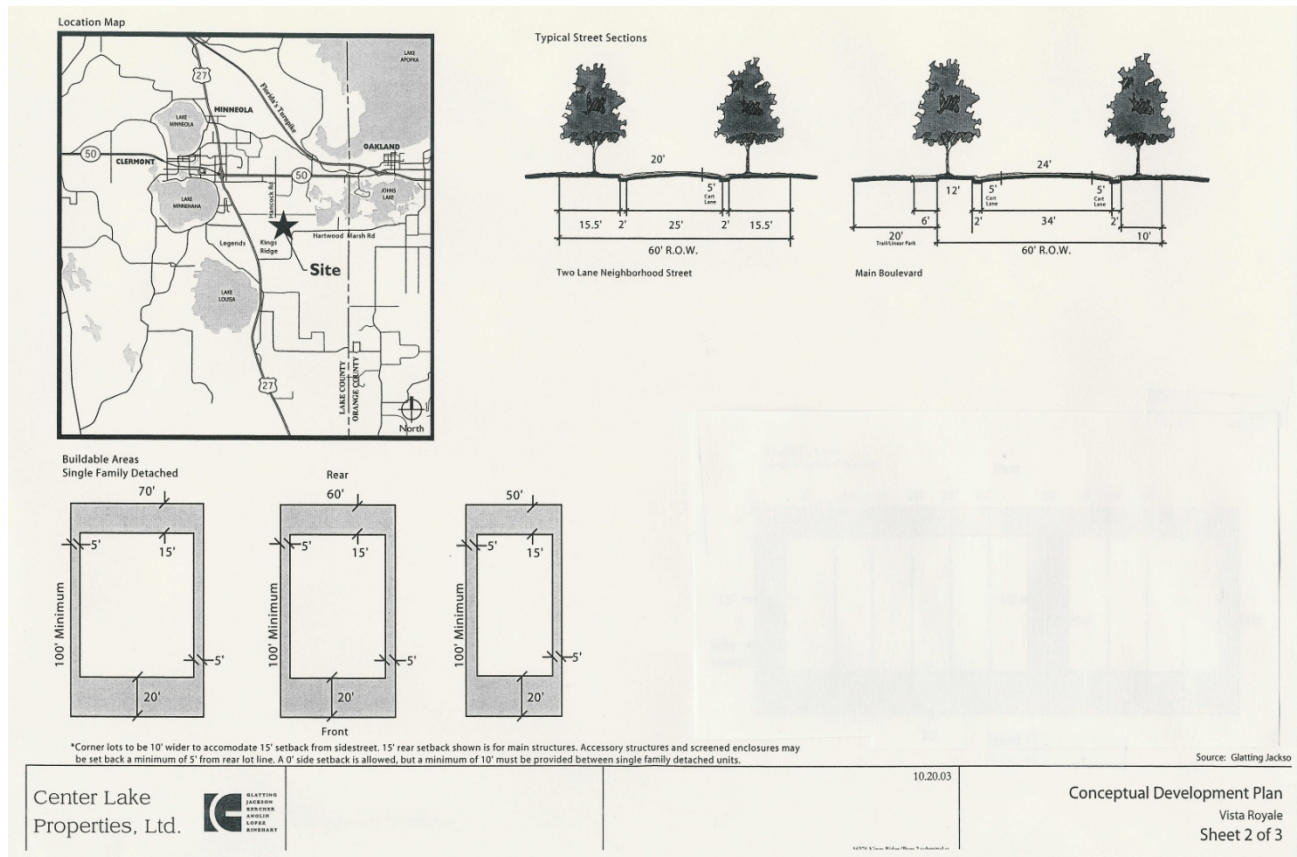
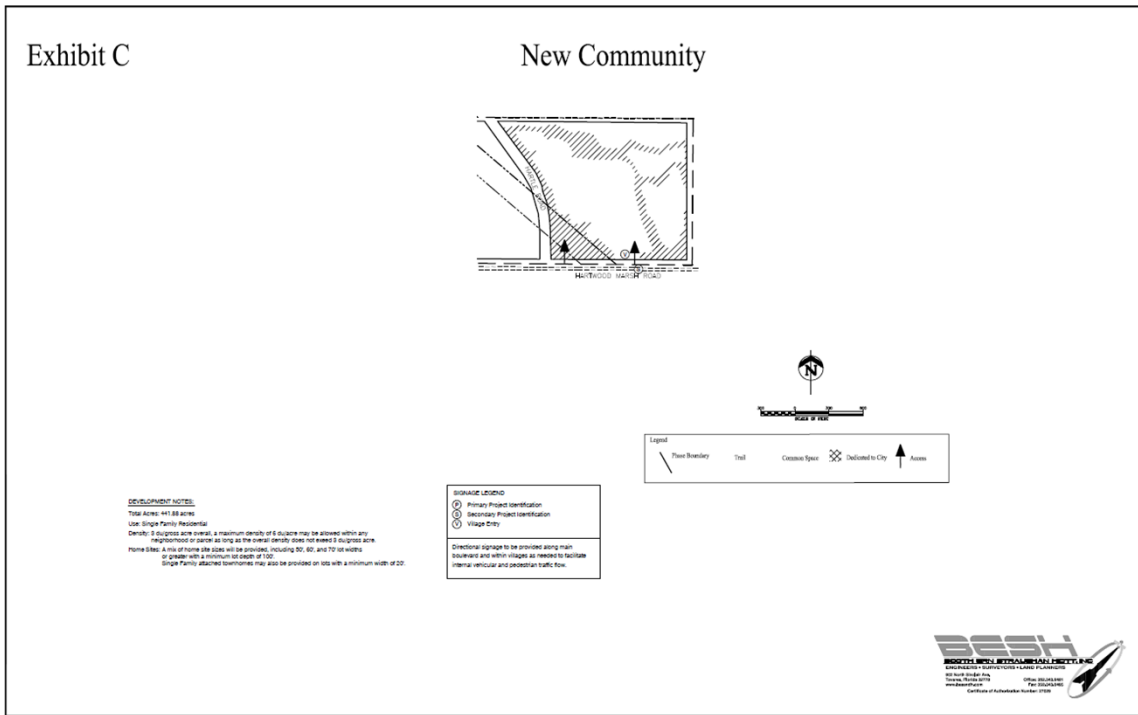
Containing 19248275 Square Feet or 441.88 Acres, more or less.

CITY OF CLERMONT RESOLUTION NO. 2017-23

Exhibit B

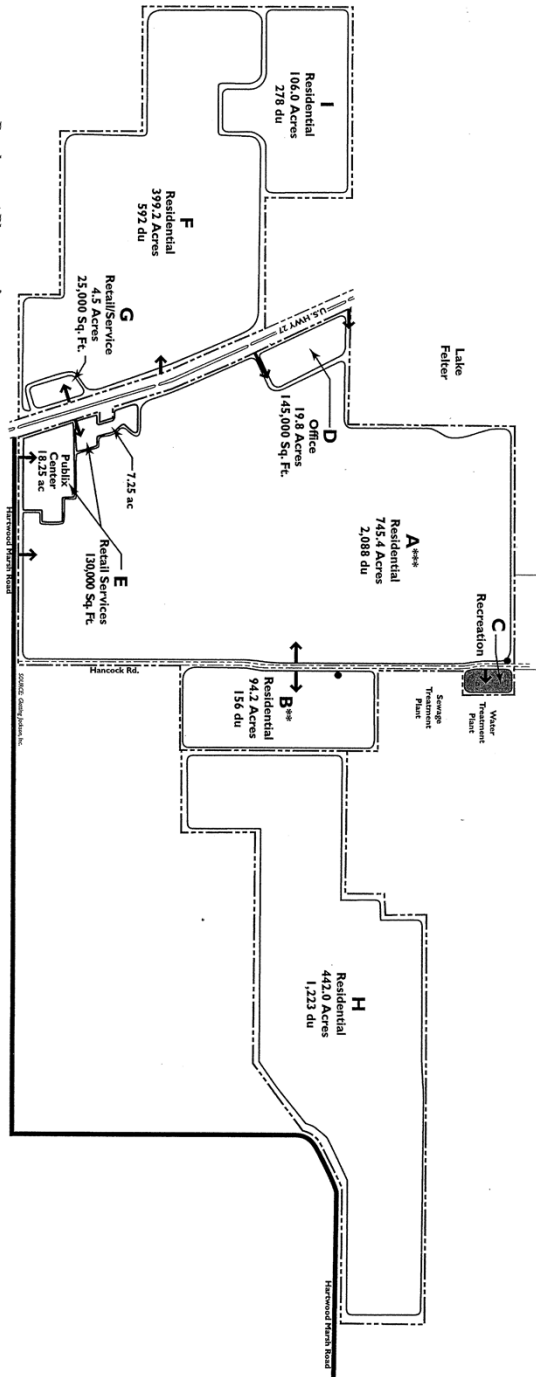


CITY OF CLERMONT RESOLUTION NO. 2017-23



**CITY OF CLERMONT
RESOLUTION NO. 2017-23**

Map H
Master Development Plan



Development Plan

Parcel	Use	Acres	Units
A,B,E,H,I	Residential	1786.8*	4,337 du
D,G	Office	30.0	155,000 sf CIL A
D	Office	19.8	145,000 sf CIL A
A,F	Common Open Space* (Golf/Stormwater Management)	2.0	54 Holes
Total		1845.6	

* Common Open Space acreage included in parcel acreages
 ** 79 acres subject site and 1-acre transferred site included in Parcel B.
 *** Parcel A includes 14-acre fire station

KINGS RIDGE
LENNAR HOMES AT CLERMONT

November 2015
Scale in feet
0 400 800 1600

North
IG
GEOGRAPHIC INFORMATION SYSTEMS

CITY OF CLERMONT
RESOLUTION NO. 2017-23

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of July, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

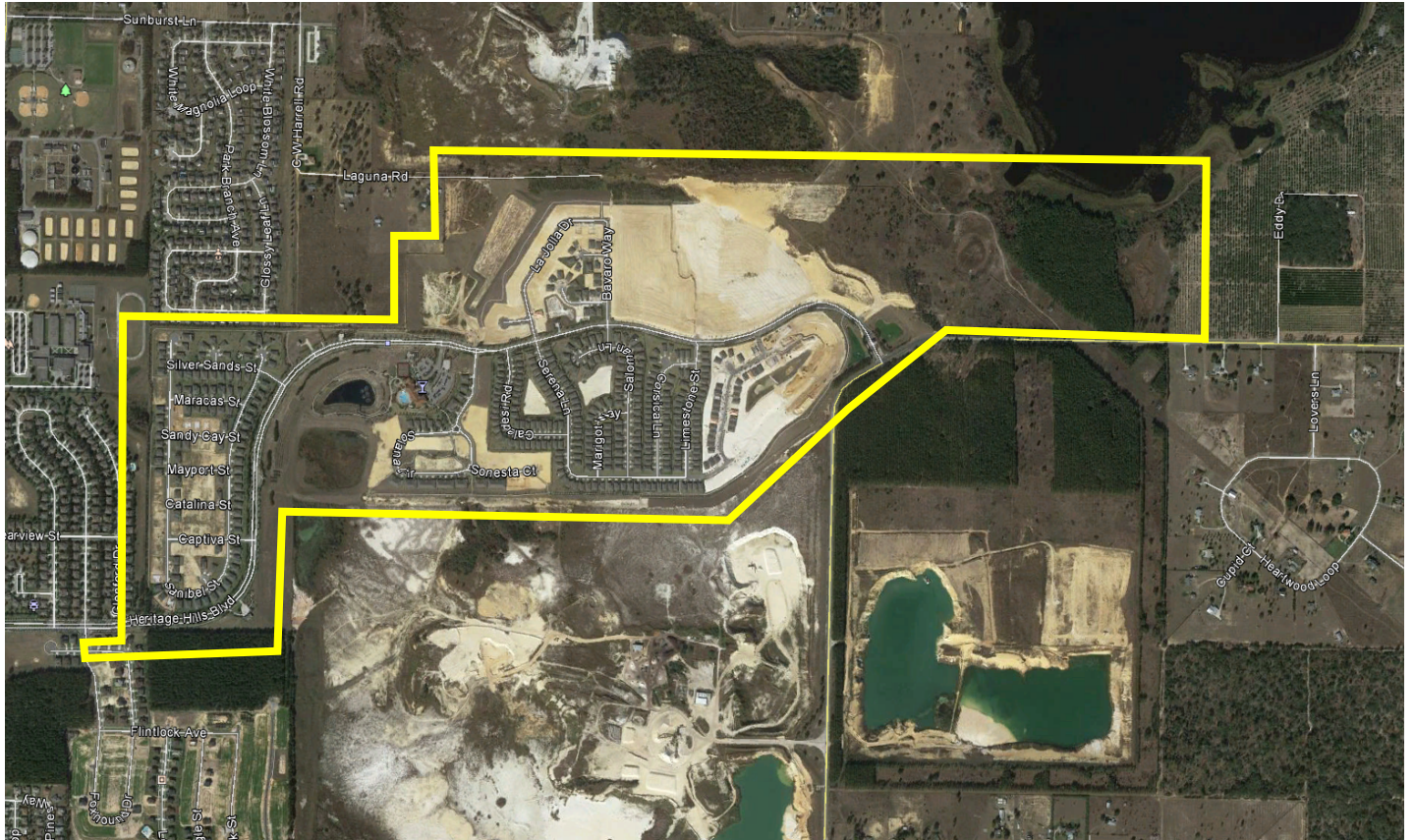
Tracy Ackroyd Howe, City Clerk

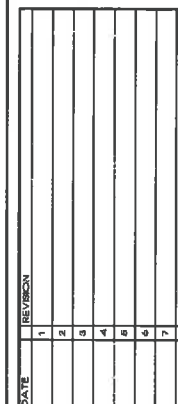
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Aerial Map

Heritage Hills





MASTER PLAN



Sheet 1

OF
D
R-27 2017
DUANE K. BOOTH, P
Registered Eng 4463

DUANE K. BOOTH, PE
Registered Eng 4483

JOHNS LAKE

INNOVATION AT HIDDEN LAKE

HARTWOOD MARSH ROAD

ZONED R/R

CENTER LAKE PROPERTIES, INC.
ZONED MSP

LADDS DEVELOPMENT, INC.
ZONED R-4

Scale: 1" = 3'

**CITY OF CLERMONT
RESOLUTION NO. 2016-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 2014-35) FOR A PLANNED UNIT DEVELOPMENT TO ALLOW THE REDUCTION OF RIGHT-OF-WAY WIDTH FROM 60 FEET TO 50 FEET IN PHASE 7 AND PRIVATE AND GATED STREETS IN PHASE 7.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held April 5, 2016 recommended approval of the amendment to a Conditional Use Permit; Resolution 2014-35, for a Planned Unit Development to allow the removal of a condition for a sidewalk along Hartwood Marsh Road, the reduction of right-of-way width from 60 feet to 50 feet in Phase 7, private and gated streets in Phase 7, and street construction of brick pavers instead of asphalt in Phase 7; at the following location:

LOCATION:

Heritage Hills Subdivision

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that: This application for the amendment to a Conditional Use Permit; Resolution 2014-35, for a Planned Unit Development to allow the reduction of right-of-way width from 60 feet to 50 feet in Phase 7 and private and gated streets in Phase 7; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 – General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. Upon approval of this Resolution, the property shall only be used for the purposes described herein. No expansion of the use(s) or any additional uses shall be permitted except as approved by another Conditional Use Permit.
3. The property described in "Exhibit A" shall be developed in substantial accordance with the Conceptual Site Plan, Center Lake Properties Limited/Vista Royale, modified October 2014, by BESH INC., as shown in "Exhibits B and C" and Map H; Master Development Plan for Kings Ridge DRI, dated November 2005, prepared by Glatting Jackson Kercher Anglin Lopez Rinehart, as shown in "Exhibit D," incorporating all conditions of this Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2016-09

4. 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 Planned Unit Development without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits from the City and other applicable jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. Any specific references in this Resolution to the Florida Statutes, Florida Administrative Code, City of Clermont Land Development Regulations, City of Clermont Comprehensive Plan, shall include any future amendments to the statutes, code, regulations and or plan.
7. A Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution as prescribed in the City Code.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of the date of grant by the City Council or the Permit shall become null and void.
10. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
11. The subject property; Heritage Hills, shall be an independent development and shall not become part of the Kings Ridge Planned Unit Development as an addition or extension of the Kings Ridge Community Association, Incorporated.
12. The subject property; new community/Phase 7, shall be an independent development and shall not become part of the Heritage Hills Development as an addition or extension of the Heritage Hills Community Association, Incorporated. The new community/Phase 7 shall not have access to the pool or clubhouse amenities within the Heritage Hills Development.

CITY OF CLERMONT
RESOLUTION NO. 2016-09

Section 2 – Land Use

The parcel shall be developed as a residential Planned Unit Development. The community shall be owner occupied. The project shall be developed in accordance with the UD-7 Mixed-Use Classification I Land Use District.

1. *Number and Type of Residential Units* - There are 1,223 dwelling units approved for "Parcel H," a density of 2.77 dwelling units per acre. All land used to calculate density must be useable land. Floodplains, wetlands, natural bodies of water, and power line easements are not useable land for density calculations.
2. *Lot Sizes* – Residential construction shall be permitted on lots that are a minimum of 50 feet x 100 feet (5,000 square feet); however, cul-de-sac or unique configured corner lots may be permitted less than 50-foot frontage as long as the lot meets the 50 foot required width at the building setback line and meets the minimum square footage. Within the gated community, residential attached construction shall be permitted on lots that are a minimum of 20 feet x 100 feet (2,000 square feet). Setbacks shall be as provided in Exhibits "B" and "C."
3. *Structure Setbacks* – Minimum setbacks shall be twenty (20) feet for front yards, fifteen (15) feet for rear yards for the principal dwelling unit, and a ten (10) foot separation between buildings. Accessory structures such as pools, decks and screened enclosures shall be constructed a minimum of five (5') feet from the rear yard property line.
4. *Impervious Surfaces Limitations* – A maximum Impervious Surface Ratio shall not be calculated on individual lots for permitting purposes.
5. *Total Open Space* – A minimum of 45 percent of the useable land shall be open space. This may include common open space (including trails), yards, landscape buffers and power line easements. Floodplain areas, wetland areas, natural water bodies, rights-of-way, and dry water retention areas shall not be calculated as open space or common space.
6. *Common Open Space* – A minimum of 50 acres of land shall be designated as Common Open Space. Common Open Space shall be defined as land set aside, dedicated, designated, or reserved for public use or the use of owners and occupants of the development. Common Open Space includes parks and recreation areas. It does not include the perimeter landscape buffer described in Section 7, Condition 3.
7. A clubhouse and recreation facilities will be provided for the benefit of the owners of property within the Heritage Hills Planned Unit Development.

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RESOLUTION NO. 2016-09

8. In order to provide neighborhood continuity within the Heritage Hills development, all residential areas shall access internally to recreational and other passive public areas through design and implementation of pedestrian ways and bicycle paths.
9. The project shall have an on-site sales and model center.
10. A masonry wall shall be constructed along the eastern portion of Heritage Hills Phase 6.
11. Developer shall install four approved street lights along Hartwood Marsh Road prior to the Phase 6 final approval.

Section 2.1 – Phase 7 Amendments

1. Phase 7 shall be allowed to develop 50 foot right-of-ways.

Section 3 – Physical Site Development and Environmental Issues

1. A dust abatement, soil erosion, and ground stabilization plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion. All disturbed areas that are not to be developed within 30 days after grading is completed shall be seeded and mulched or sodded unless an alternative plan is submitted to and approved by the City.
2. Any and all areas of the parcel shall be in compliance by June 4, 2004 with the agreement with Lake County titled “Developer’s Agreement for Reclamation Activities Related to the Center Lake Sand Mine” dated December 17, 2002. The permittee agrees to execute a document that allows the City to enforce all terms and conditions of the Development Agreement with Lake County following the annexation of property described in Exhibit “A”.
3. Parcels shall be developed with maximum slopes limited to 3:1 with the exception of Parcel A, identified as a park site on the Conceptual Development Plan, where special design features such as overlook plazas may be provided. Here, slopes of 2:1 may be allowed with review and approval by the City Engineer.
4. Stormwater Management: A comprehensive stormwater management system will be provided consistent with all regulatory requirements of the City and the Water Management District.
5. Due to extreme grades existing on the site from the former sand mining operation, previously disturbed areas of the project will be exempt from Code limitations regarding the extent of grade changes allowed. Initial reclamation and grading is exempt from City Code; however, after the initial grading has been completed future grading will conform to the City’s grading code.

CITY OF CLERMONT
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6. The Floodplain Administrator has determined that the proposed development plans require issuance of a Floodplain Development Permit in accordance with Section 94-50 of the City Code. As part of this Conditional Use Permit, the Floodplain Permit is approved for the construction of a stormwater retention area described on Sheet 1, dated August 2014, and prepared by BESH INC. The stormwater retention area will retain a minimum volume equal to the post-development minus pre-development runoff volume from the 25-year 96-hour storm over the contributing basin plus a volume equal to the fill proposed in the floodplain so that no change in the base flood elevation will result from the proposed construction. No impacts to the wetland fringe of Johns Lake will result from construction of the stormwater retention pond, subject to compliance with St. Johns River Water Management District regulations and all other applicable laws.

Section 4 – DRI Development Order Issues and Impact Mitigation

1. Prior to obtaining a Preliminary Plat of the property, the owner shall comply with the requirements of Chapter 380.06, Florida Statutes, which governs Developments of Regional Impact. If the property is governed by the provisions of Chapter 380.06, Florida Statutes and proceeds through the Development of Regional Impact process, then the terms and conditions of this Permit may be modified so as to conform to the terms and conditions of the Development Order issued by the City.

Section 5 – Utilities

1. The project shall be plumbed for reclaimed water use. In order to prevent potential cross connection of potable water supply and reuse water lines, all reuse lines shall be installed in purple colored pipe. Irrigation water shall be supplied by a private irrigation well and system permitted and constructed by the owner to serve the residents and common areas until reuse water is available. The City shall operate and maintain the well and distribution mains up to and including the irrigation meters.
2. A 100 foot by 100 foot well site shall be dedicated to the City; the location of which to be determined by the City Engineer.
3. The City will provide water and wastewater services for the project described in the Planned Unit Development.
4. The permittee will be responsible for extending utility lines to the project.
5. The permittee shall not place more than thirty-six (36) inches of overburden on utility lines. Where landscape may be located over such line, the City shall receive indemnification in the event of necessary operation and/or maintenance of the utility. Repair and/or replacement of landscape shall be the responsibility of the permittee.

CITY OF CLERMONT
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6. The City may construct a liner in any or all of the retention ponds within the development to be used for bulk reclaimed water storage. The City will construct the liner at its own expense and restore the area to a condition equal to the conditions prior to liner construction. The City may construct at its own expense a pump station and filtration system for the reclaimed water to be constructed along the banks of the pond. The construction of the facilities will mimic a residential-style structure to blend in with the surroundings. The owner shall dedicate access easements over the pond areas to facilitate this use.

Section 6 – Transportation Improvements

1. The permittee shall dedicate right-of-way necessary for the proposed realignment of Hartwood Marsh Road as determined by Lake County. In the event development of the project reaches a stage where access from Hartwood Marsh Road is necessary and the planned improvements to Hartwood Marsh Road have not been made, there may be a requirement for improvements to the existing roadway such as turn lanes. The developer shall dedicate right-of-way of eighty (80) feet in width for the extension of Hartle Road through the property so as to connect with Hartwood Marsh Road.
2. The developer shall meet the required access management standards of Lake County and the Florida Department of Transportation (FDOT) consistent with jurisdictional roadway classifications as it relates to identified jurisdictional facilities.
3. To provide safe access and preserve operational capacity, the developer shall fund on-site and immediate area improvements consistent with impacts of the specific access being requested. Immediate improvements necessitated by construction of ingress/egress roadways to the project shall be provided, consistent with the impact of the facility constructed. The City of Clermont and Lake County shall jointly review and determine approval of access facilities. Plans and specifications for any proposed access shall be provided for review, evaluation and approval prior to physical construction. Such improvements may include, but not be limited to, acceleration lanes, deceleration lanes, turn lanes, tapers, signalization, and signage, widening, and resurfacing of the impacted roadway consistent with the specific land utilization for the access being requested.
4. If, in the future, it is determined by the City that a signal is warranted at the intersection of Hancock Road and Kings Ridge Boulevard, the permittee shall pay a pro rata share of the cost of engineering, equipment and installation of the signal.
5. A sidewalk shall be provided along Hartwood Marsh Road the length of the subject property unless Lake County constructs a trail in lieu of the sidewalk.

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6. In order to provide neighborhood continuity within Heritage Hills, all residential areas shall access internally to recreational and other passive public areas through design and implementation of road networks, pedestrian ways and bicycle paths. Main roads through the project shall have cart paths on both sides of the road and have a six (6) foot wide sidewalk on one side of the roadway. A sidewalk will be required on both sides of the roadway where parcels are not served by community walking trails. Neighborhood roads will have a cart path on one side of the road and will not be required to have sidewalks.
7. The roads within the Planned Unit Development shall be private and the roads shall be owned and maintained by a duly appointed and authorized Homeowners Association.
8. The roadway surface may be designed and constructed in two $\frac{3}{4}$ inch lifts of asphalt for a total of 1 $\frac{1}{2}$ inch asphalt surface.
9. "F" type vertical curbs are to be provided throughout the community.
10. Ingress and egress to the site for construction shall be as approved by the City Site Review Committee.
11. A second entrance to the development will be required prior to August 31, 2013. Should the entrance road not be completed by August 31st, 2013, no further Certificates of Occupancy will be issued until the road is complete.
12. A temporary access road from Hartwood Marsh Road to the terminus of the existing, completed portion of Heritage Hills Boulevard may be constructed and remain in operation for a period of two years. The entrance at Hartwood Marsh Road shall be constructed to City standards; including street lights, for a distance of approximately 400 feet. Improvements along Hartwood Marsh shall be completed including right and left turn lanes, sidewalks, utilities and street lights. The temporary road shall follow the alignment shown in submittal dated January 20, 2009, as prepared by Booth, Ern, Straughan and Hiott, Inc. The temporary road shall be a minimum of 24 feet in width with a 12-inch stabilized subgrade and a minimum of 1-inch of asphalt. Temporary stormwater retention shall be provided and the design shall at a minimum collect runoff from the road and provide permanent erosion protection. The existing construction entrance shall remain in service.
13. The new development; Phase 7, shall provide access to Hartle Road within one year once Hartle Road is constructed.

CITY OF CLERMONT
RESOLUTION NO. 2016-09

Section 7 – Landscaping

1. The project shall be landscaped in accordance with the City landscape ordinance with the exception that required trees shall be three inches caliper in size.
2. Landscape buffers along rights-of-way shall be constructed per Code. Walls or fences shall be located on inside perimeter of the buffers and the landscape material shall be planted on the outside of the wall or fence. Chain link and vinyl or plastic fencing will not be allowed along public rights-of-way.
3. A minimum twenty (20) foot wide perimeter landscape buffer shall be provided between abutting property boundaries. The buffer shall be landscaped and irrigated according to Code.

CITY OF CLERMONT
RESOLUTION NO. 2016-09

Exhibit A

Legal Description of 442-acre property, Center Lake PUD

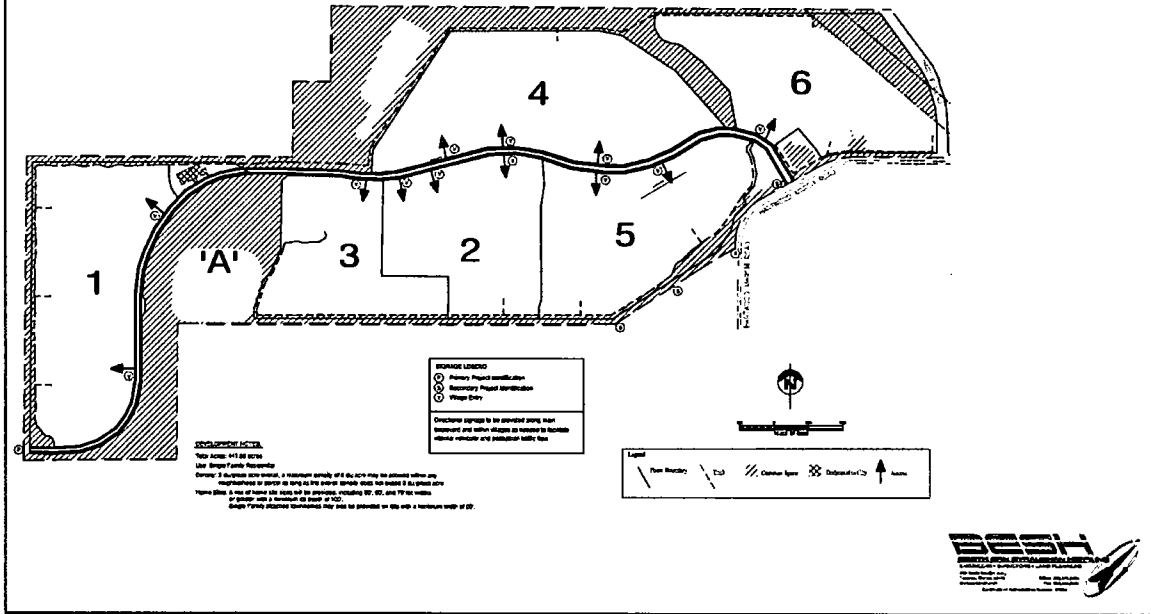
A tract of land lying in Section 2 and 3, Township 23 South, Range 26 East, Lake County, Florida being more particularly described as follows:

Commence at the North $\frac{1}{4}$ corner of Section 2, thence S $00^{\circ} 17' 01''$ W along the West line of the Northeast $\frac{1}{4}$ of Section 2 for a distance of 1318.96 feet to the Point of Beginning; thence S $89^{\circ} 38' 50''$ East along the North line of the S $\frac{1}{2}$ of the Northeasterly $\frac{1}{4}$ of Section 2 for a distance of 2647.84 feet thence S $00^{\circ} 22' 14''$ W along the East line of the Northeasterly $\frac{1}{4}$ of Section 2 for a distance of 1288.41 feet to the Northerly right of way of Hartwood Marsh Road; (An 80.00 feet right of way per Official Record Book 1299, Page 1952) thence N $89^{\circ} 33' 05''$ W along said right of way for a distance of 2031.70 feet to the point of curvature of a curve concave southerly having a radius of 676.00 feet; thence along said curve through a central angle of $29^{\circ} 37' 34''$ for a distance of 349.54 feet to the point of tangency; thence S $60^{\circ} 49' 22''$ W for a distance of 581.58 feet to the point of curvature of a curve concave Southeasterly having a radius of 422.00 feet; thence along the arc of said curve through a central angle of $60^{\circ} 07' 10''$ for a distance of 442.80 feet to the point of tangency; thence S $00^{\circ} 42' 12''$ W for a distance of 59.22 feet; to a point on a non-tangent curve concave Southeasterly and having a radius of 6222.73 feet; thence departing said right of way from a tangent bearing of South $60^{\circ} 40' 56''$ West, run southwesterly along the arc of said curve through a central angle of $03^{\circ} 37' 29''$ for a distance of 393.66 feet to the point of tangency; thence South $57^{\circ} 03' 27''$ West for a distance of 851.32 feet; thence South $89^{\circ} 59' 59''$ West for a distance of 3811.20 feet to the West line of the Southeast $\frac{1}{4}$ of Section 3; thence South $00^{\circ} 23' 05''$ West along the East line of said Southwest $\frac{1}{4}$ of Section 3 for a distance of 1183.99 feet; thence South $89^{\circ} 33' 57''$ West along the South line of said Southwest $\frac{1}{4}$ for a distance of 1335.49 thence North $00^{\circ} 38' 49''$ thence North $00^{\circ} 38' 19''$ East along the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3 for a distance of 2655.36 feet; thence South $89^{\circ} 40' 41''$ East along the North line of the South $\frac{1}{2}$ of Section 3 for a distance of 2315.53 feet; thence North $00^{\circ} 25' 11''$ East for a distance of 661.05 feet; thence South $89^{\circ} 39' 45''$ East for a distance of 330.78 feet; thence North $00^{\circ} 25' 53''$ East along the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 3 for a distance of 660.96 feet; thence South $89^{\circ} 38' 49''$ East along the North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3 for a distance of 1323.66 feet; thence South $89^{\circ} 43' 10''$ East along the North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2 for a distance of 2648.47 feet to the POINT OF BEGINNING.

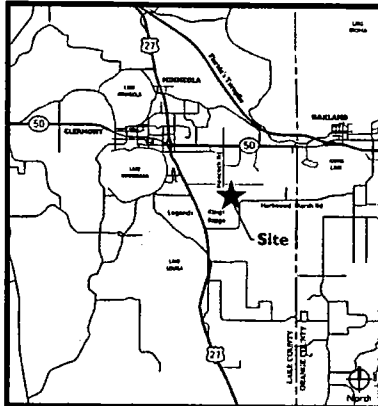
Containing 19248275 Square Feet or 441.88 Acres, more or less.

CITY OF CLERMONT RESOLUTION NO. 2016-09

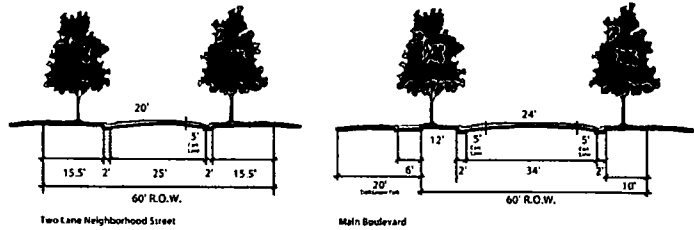
Exhibit B



Location Map

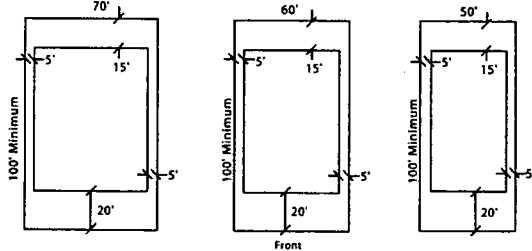


Typical Street Sections



Buildable Areas

Single Family Detached



*Corner lots to be 10' wider to accommodate 15' setback from sidewalk. 15' rear setback shown is for main structures. Accessory structures and screened enclosures may be set back a minimum of 5' from rear lot line. A 0' side setback is allowed, but a minimum of 10' must be provided between single family detached units.

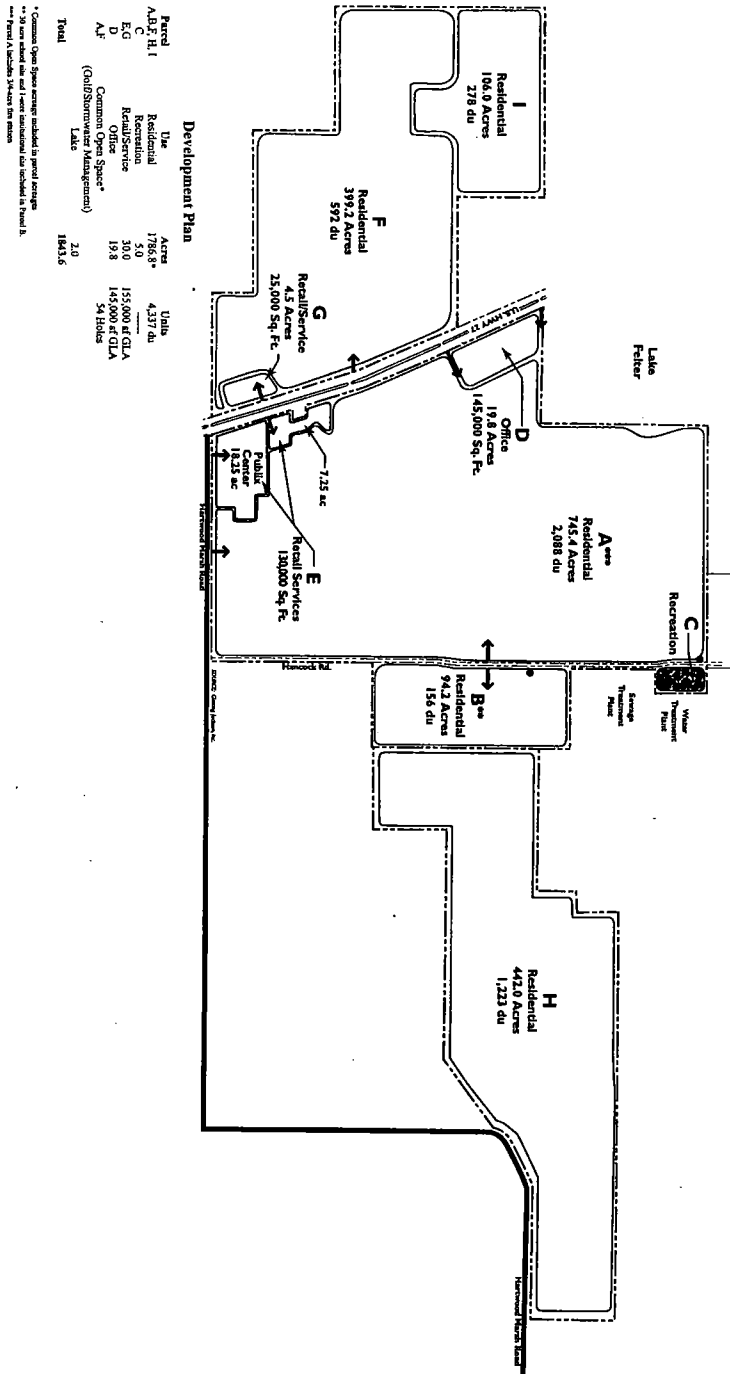
Source: Gitting Jackson

Center Lake
Properties, Ltd.



**CITY OF CLERMONT
RESOLUTION NO. 2016-09**

Map H
Master Development Plan



KINGS RIDGE

LENNAR HOMES AT CLERMONT

North

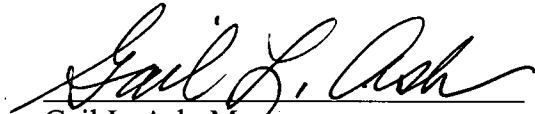
0 400 800 1200

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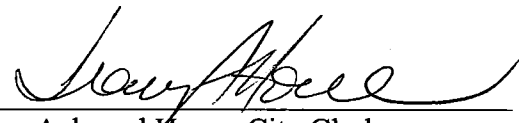
CITY OF CLERMONT
RESOLUTION NO. 2016-09

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of April, 2016.

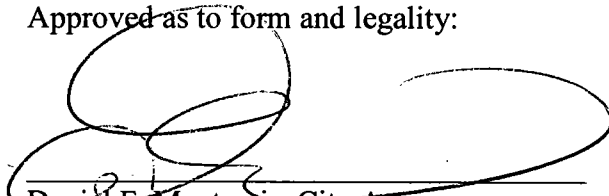
CITY OF CLERMONT


Gail L. Ash, Mayor

ATTEST:


Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



February 8, 2016

Mr. Duane K Booth, P.E.
Booth, Ern, Straughan, & Hiott, Inc.
902 N Sinclair Ave
Tavares, Florida 32778

Re: Heritage Hills, Phase 6A and 6B, sidewalk and intersection concurrency with Lake County.

Dear Duane,

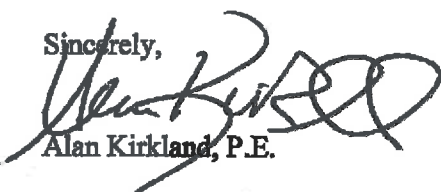
After reviewing your proposed drawings for Heritage Hills 6B, Lake County will not need a sidewalk along the northern section of Hartwood Marsh Road. This would be from Heritage Hills Blvd. to the future Hartle Road. This connectivity will be taking place within the Heritage Hills Phases 6A and 6B.

When Hartle Road is extended south to Hartwood Marsh Rd, a proposed cul-de-sac will terminate Hartwood Marsh to the southwest of the intersection of Heritage Hills Blvd. The sidewalk connection plan through Heritage Hills Phase 6A, and 6B will suffice for the County due to the termination of Hartwood Marsh. The community being Active Adult and gated, should have little to no children utilizing these sidewalks for getting to school, but future connectivity must exist through the Heritage Hills community to access both Imagine South Lake Charter School, and Windy Hill Middle School.

It is our understanding that Hartwood Marsh south side sidewalk, would be constructed with the development that comes into the south.

Please let us know if we can help further.

Sincerely,


Alan Kirkland, P.E.

Cc: Fred Schneider, P.E.
Jim Hitt
Curt Henschel
Terry Dykehouse, P.E.

PUBLIC WORKS DEPARTMENT • ENGINEERING DIVISION
P.O. Box 7800 • TAVARES, FL 32778 • P 352.253.6000 • F 352.253.9082
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, GEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: Apr 27, 2017

FEE: \$1,500.00

PROJECT NAME (if applicable): Heritage Hills

APPLICANT: Lennar Homes, LLC

CONTACT PERSON: Rob Bonin, V.P. Land

Address: 6750 Forum Drive, Suite 310

City: Orlando State: FL Zip: 32821

Phone: 407-586-4063 Fax: 407-877-6902

E-Mail: rob.bonin@lennar.com

OWNER: same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Alternate Key #3823713

General Location: N.E. corner of Hartwood Marsh Rd. & future
Hartle Rd. intersection.

Legal Description (include copy of survey): See property record card for
legal description. Survey on file with original CUP application.

Land Use (City verification required): Master Planned Development

Zoning (City verification required): PUD





CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

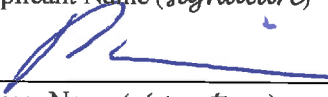
Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

1 Resolution 2014-35, Section 6, Item 5; request to remove condition for sidewalk
along Hartwood Marsh Rd. due to realignment of Hartwood Marsh Rd. and Hartle Rd.
by Lake County. Letter attached from Lake County.

Rob Bonin
Applicant Name (print)

X 
Applicant Name (signature)

Rob Bonin
Owner Name (print)

X 
Owner Name (signature)

* * * * * NOTICE * * * * *

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL
BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED
UNTIL CORRECTIONS ARE MADE.**

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

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to amend Resolution 2016-09 for a Planned Unit Development to allow the removal of a condition for a sidewalk along Hartwood Marsh Road, at the following location:

LOCATION

Heritage Hills Subdivision
442 acres +/-

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, June 6, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, June 27, 2017 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
May 30, 2017
June 20, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 27, 2017		
Agenda Item Name		
Ordinance No. 2017-26 <i>Introduction</i> <i>Huber</i>		
Requested Action		
Recommend introduction of Ordinance 2017-26.		
Staff Report		
The applicant, The Huber Group, is preparing plans to develop a parcel west of U.S. Highway 27 and north of Caspian Lane. The parcel was recently annexed by the City, and the Council approved a conditional use permit to allow a residential self-storage facility. During the site plan review process, City staff and the applicant discovered an undeveloped right-of-way running north/south and east/west along the property lines of the proposed development. It is a remaining 15-foot right-of-way of the Lake Highlands Company plat, recorded in 1917. The right-of-way has existed for 100 years and is still not developed. Caspian Lane offers the east/west connection in this area and the north/south right-of-way will not be developed since it is only 15 feet in width. The applicant is requesting to eliminate the right-of-way to prepare the site for future development. Staff recommends approval of Ordinance 2017-26 to vacate the existing right-of-way.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2017-26	Huber ROW ORD 2017-26.doc	
2. Map	Huber Map ROW.pdf	
3. Sketch & Legal Description	Sketch & Legal Description.pdf	
4. Application	ROW Closing App - signed.pdf	
5. Legal Ad	Huber ROW legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15 FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOW DESCRIBED BOUNDARY. THAT PART OF TRACT 61, LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 3, PG 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS RIGHT OF WAY FOR ROAD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE

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

Section 1.

That any and all portions, closing and permanently abandoning the 15 foot unimproved right-of-way lying on the south and west sides of the following described boundary, that part of Tract 61, lying westerly of Highway 27, Section 32, Township 22 South, Range 26 East, Lake Highlands Company, according to the plat thereof as recorded in PB 3, PG 24, of the Public Records of Lake County, Florida; less right of way for road.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

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

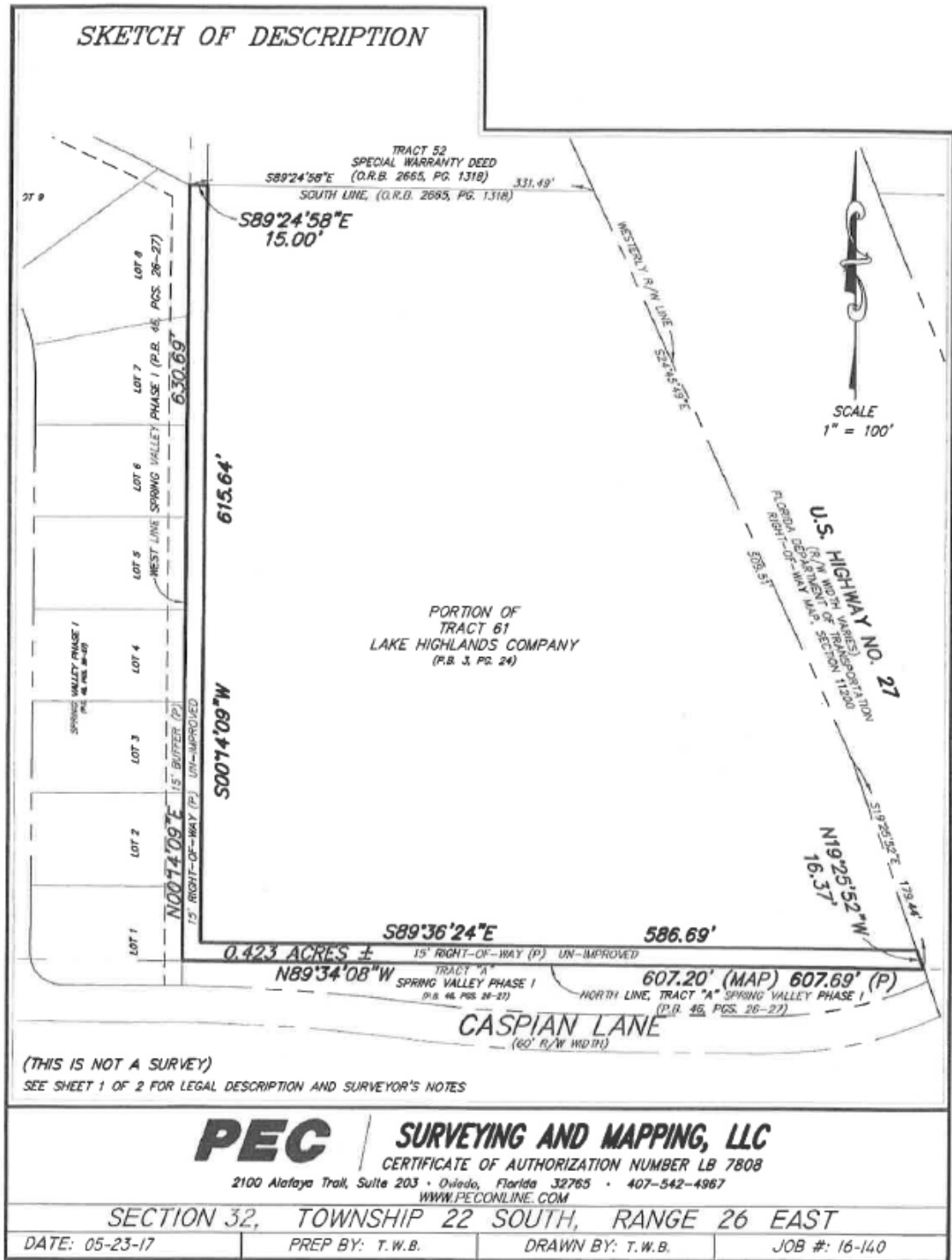
Section 4.

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

Section 5.

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

CITY OF CLERMONT
ORDINANCE No. 2017-26



O:\16-140 Self Storage Clermont\16-140 RW VACATION.dwg May 23, 2017 -- 12:53pm

CITY OF CLERMONT
ORDINANCE No. 2017-26

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE 15 FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOWING DESCRIBED BOUNDARY.

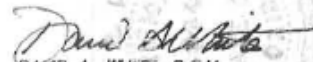
THAT PART OF TRACT 61 LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR ROAD.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF SPRING VALLEY PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 26 AND 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING NORTH 00°14'09" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
- (7) THIS LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
- (8) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE STANDARDS OF PRACTICE SET FORTH IN RULE CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES 472.027, IS COMMERCIAL/HIGH RISK. THE MINIMUM RELATIVE DISTANCE ACCURACY OF THIS MAP OF BOUNDARY SURVEY ACHIEVES OR EXCEEDS ONE FOOT IN 10,000 FEET.
- (9) ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NO.: LB 7808
DATE OF SIGNATURE: 05-23-17

PEC

SURVEYING AND MAPPING, LLC

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST

DATE: 05-23-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 16-140

C:\16-140 Self Storage Clermont\16-140 RW VACATION.dwg May 23, 2017 - 12:53pm

CITY OF CLERMONT
ORDINANCE No. 2017-26

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of July, 2017.

Gail L. Ash, Mayor

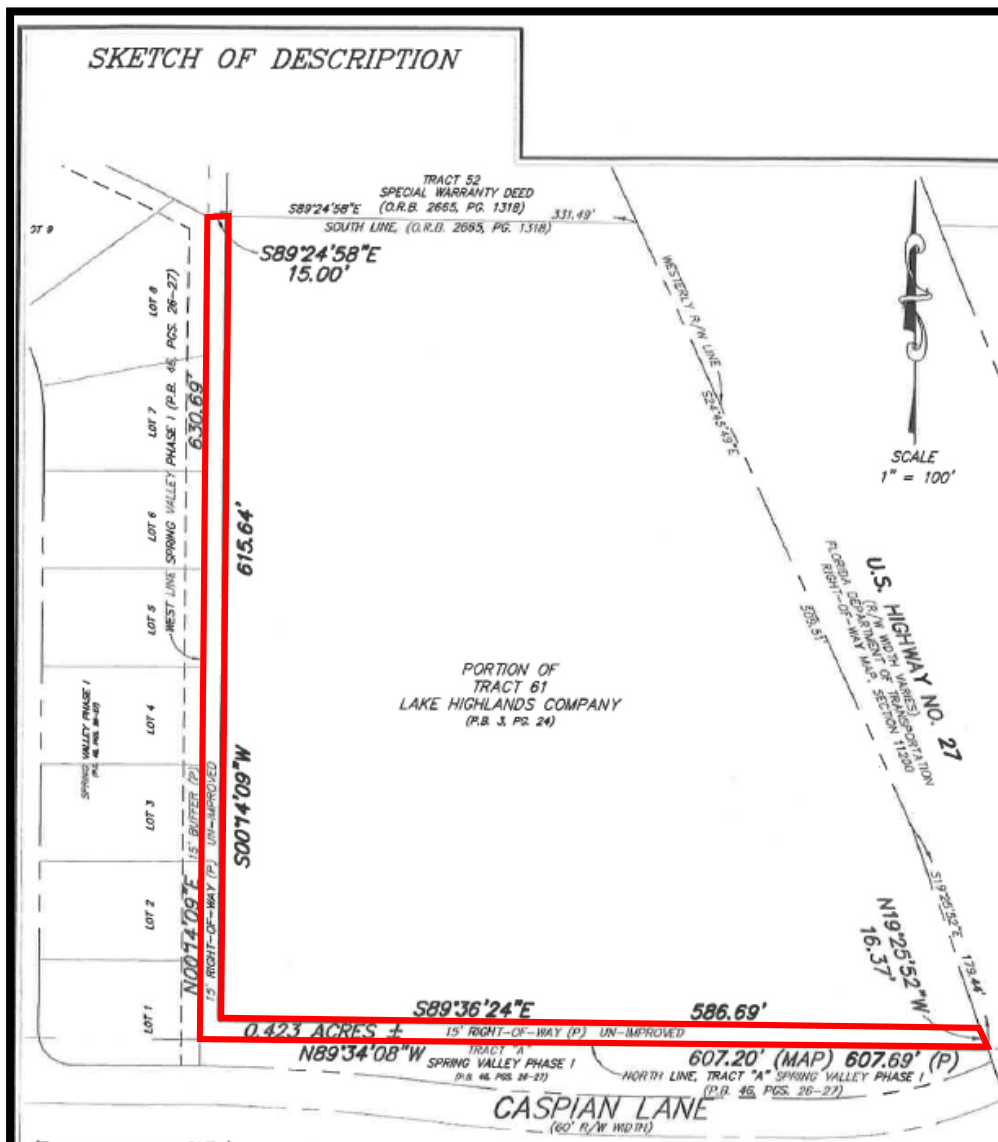
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

The Huber Group ROW Vacation Request



The 15-foot ROW was part of the plat from Lake Highlands Company in 1917. The areas outlined in red is what the applicant requests to be vacated based upon legal descriptions and control.

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE 15 FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOWING DESCRIBED BOUNDARY.

THAT PART OF TRACT 61 LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR ROAD.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF SPRING VALLEY PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 26 AND 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING NORTH 00°14'09" EAST.
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- (8) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE STANDARDS OF PRACTICE SET FORTH IN RULE CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES 472.027, IS COMMERCIAL/HIGH RISK. THE MINIMUM RELATIVE DISTANCE ACCURACY OF THIS MAP OF BOUNDARY SURVEY ACHIEVES OR EXCEEDS ONE FOOT IN 10,000 FEET.
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(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION



DAVID A. WHITE, P.S.M.

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SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST

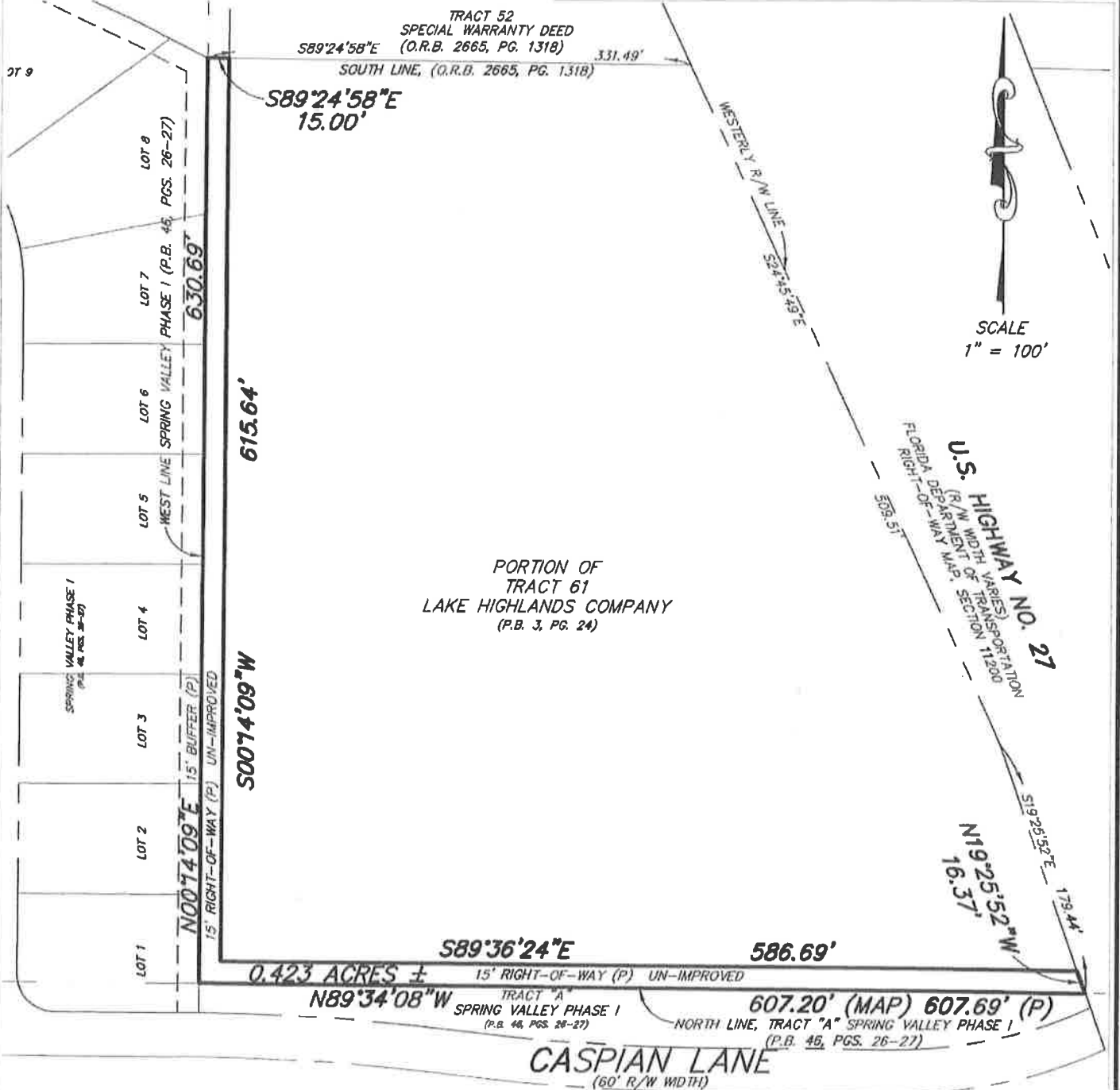
DATE: 05-23-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 16-140

SKETCH OF DESCRIPTION



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC

SURVEYING AND MAPPING, LLC

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SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST

DATE: 05-23-17

PREP BY: T.W.B.

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JOB #: 16-140

O: 16-140 Self Storage Clermont 16-140 RW VACATION.dwg May 23, 2017 - 12:53pm



CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION

DATE: 5/10/2017

FEE: \$1000.00
+ cost of advertisement

PETITIONER'S NAME: Donald M. Huber, Manager of The Huber Group, LLC

Address: P.O. Box 730

City: Windermere State: FL Zip: 34786

Phone: 407-909-0600 Fax: 407-909-9936

Legal Description of Petitioner's property abutting Street ROW/easement to be closed
(Attach survey if available): See attached survey

If named - name of street to be closed: N/A

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):
See attached sketch & legal description

Purpose or reason for closing: To accommodate proposed development of proposed self-storage facility (City Project #SITE1703-0003).

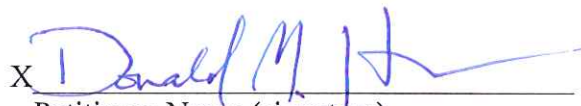
Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. ☒ yes ☐ no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Donald M. Huber

Petitioner Name (print)

X 
Petitioner Name (signature)

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, July 11, 2017 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15 FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOW DESCRIBED BOUNDARY. THAT PART OF TRACT 61, LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 3, PG 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS RIGHT OF WAY FOR ROAD; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

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

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial
June 26, 2017