

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, March 25, 2014**

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 extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Beta Sigma Phi Founder's Day

Safe Digging Month

Water Conservation Month

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

- | | |
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| Item No. 1 - Council Meeting Minutes | Consider approval of the Regular Council Meeting Minutes for February 11, 2014. |
| Item No. 2 - Contractor Name Change and Agreement Approval | Consider approval of contractor name change from Equiptec Corporation to Dana Safety Supply, Inc. and consent assignment to agreement. |
| Item No. 3 - Interlocal Agreement and Budget Amendment | Consider approval of an Interlocal Agreement with the South Lake Regional Water Initiative Group pertaining to the development and evaluation of water supply options and strategies in the amount of \$50,000 and a budget amendment in the amount of \$50,000. |
| Item No. 4 - Scope of Services and Budget Amendment | Consider approval of the Scope of Services for stormwater improvements on Lake Winona from BESH for \$38,580 and a budget amendment in the amount of \$38,580. |
| Item No. 5 - Surplus Vehicles | Consider approval to surplus two Police Department vehicles. |
| Item No. 6 - Purchase Approval | Consider approval to purchase a used bucket truck from Ring Power Corporation in the amount of \$84,500. |

CITY OF CLERMONT
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|---|--|
| Item No. 7 - Resolution No. 2014-11 | Consider Resolution approving the Third Amendment to Agreement to accept \$1,800,000 Grant from Lake County. |
| Item No. 8 - Purchase Approval and Budget Amendment | Consider approval to purchase a Police Department vehicle from Auto Nation Central Florida in the amount of \$35,000 and a budget amendment of \$35,000. |
| Item No. 9 - Distribution Easement | Consider approval of easement to Duke Energy. |

CLOSED SESSION

- | | |
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| Item No. 10 - CLOSED SESSION | AT THIS TIME THE REGULAR COUNCIL MEETING SHALL BE IN RECESS SO THE COUNCIL CAN MEET IN A CLOSED LITIGATION SESSION. |
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UNFINISHED BUSINESS

- | | |
|--|---|
| Item No. 11 - Ordinance No. 2014-02; <i>Final Annexation</i> | Consider Ordinance to annex property located on the west side of Citrus Tower Boulevard, halfway between Steves Road to the south and Hooks Street to the north. |
| Item No. 12 - Ordinance No. 2014-03; <i>Final Small Scale Comprehensive Plan Amendment</i> | Consider ordinance for a small-scale comprehensive plan amendment to change the future land use from Lake County Regional Office to Residential/Office for property located on west side of Citrus Tower Boulevard half way between Hooks Street and Steves Road. |
| Item No. 13 - Ordinance No. 2014-04; <i>Final Rezoning</i> | Consider ordinance for a rezoning to change the zoning from Urban Estate to R-3 Residential/Professional zoning district for property located on west side of Citrus Tower Boulevard half way between Hooks Street and Steves Road. |
| Item No. 14 - Ordinance No. 2014-05; <i>Final Right-of-Way Closing</i> | Consider Ordinance to close a right-of-way easement on the property located west of Citrus Tower Boulevard and north of Steves Road. |

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Item No. 15 - Resolution No. 2014-03
Citrus Tower Apartments & Office
Conditional Use Permit

Consider Resolution Request for a conditional use permit to allow for a multi-family complex with more than 12 units and with additional future office space for property located on west side of Citrus Tower Boulevard half way between Hooks Street and Steves Road.

NEW BUSINESS

Item No. 16 - Variance
Citrus Tower Apartments & Office

Consider request for a variance to allow topographical elevation change greater than 10 feet for property located west of Citrus Tower Boulevard half way between Hooks Street and Steve's Road.

Item No. 17 - Resolution No. 2014-08
Erika's Tea Room and Gifts
Conditional Use Permit

Consider Resolution Request to allow a restaurant in the Central Business District located at 787 W. Montrose Street.

Item No. 18 - Resolution No. 2014-09
Kingdom Revelation Ministries
Conditional Use Permit

Consider Resolution request for a conditional use permit for a house of worship in the C-2 General Commercial zoning district located at 290 Citrus Tower Boulevard.

ADJOURN

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

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 Proclamation

Whereas, Beta Sigma Phi is a social and cultural sorority in the Greater Orlando Area of Central Florida, including Orange, Seminole, Lake and Osceola counties and throughout the world; and

Whereas, Beta Sigma Phi was founded in 1931 and is celebrating its 83rd anniversary this year 2014; and

Whereas, the women who belong to this sorority are members for the social and cultural benefits they can obtain, as well as for the opportunity to actively participate in service and charity projects throughout the year; and

Whereas, Beta Sigma Phi has grown to 250,000 members in 12,500 chapters located in 36 countries worldwide – a group of women working for every known charitable, health and cultural organization, raising money and donating time and effort to those in need everywhere; and

Whereas, the badge of the organization signifies Life, Learning and Friendship by its Greek symbols – Beta Sigma Phi; and

Whereas, it is fitting and appropriate that we salute this inspiring organization and all its members throughout Florida;

Now, Therefore, I, Harold S. Turville, Jr., Mayor of the City of Clermont, Florida, do hereby proclaim May 03, 2014, to be

Beta Sigma Phi Founder's Day

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 25th day of March in the year of 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Safe Digging Month					
Requested Action					
Staff Report					
Sunshine 811 and its 943 members promote the national call-before-you-dig number 811 in an effort to prevent damages.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Safe Digging Month			Safe Digging Month 2014.doc		

City of Clermont Proclamation

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

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

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

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

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

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

NOW, THEREFORE, I, Harold S. Turville, Jr., Mayor of the City of Clermont, do hereby extend greetings and best wishes to all observing April 2014 as

SAFE DIGGING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 25th day of March, two thousand and fourteen.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Water Conservation Month					
Requested Action					
Staff Report					
Help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Water Conservation Month			water conservation month 2014.doc		

City of Clermont Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts and the City of Clermont are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Clermont and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Clermont has always encouraged and supported water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim the month of April as

Water Conservation Month

The City of Clermont, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I, Harold S. Turville, Jr., Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 25th day of March, two thousand and fourteen.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 11, 2014

The Clermont City Council met in a regular meeting on Tuesday, February 11, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 7:00 pm with the following Council Members present: Council Members Mullins, Goodgame, Bates and VanWagner. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

Council Member Mullins gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Robert Chandler, Lake County Economic Development and Tourism Director, provided an update on the Business Opportunity Center. The program was launched in September 2012 with three locations in Eustis, Groveland and Leesburg. This is a community wide effort. The mission statement has been redefined and will be re-launching the business opportunity center.

PUBLIC COMMENTS

Matthew Modica commented on the lack of understanding the law regarding red light cameras, the negative cash flow the cameras will create, and requested information on the direction the City is undertaking regarding the cameras.

City Manager Gray reported Council directed him to meet with the vendor; American Traffic Solutions, to eliminate right hand turn violations. To remove the right hand turn violations the contract would require an amendment, creating potential financial obligations to the City. Currently the contract calls for twenty-four cameras. Currently six are activated and Council requested him to discuss halting further installations. American Traffic Solutions indicated they could possibly reduce the number of cameras to approximately 12 or 13. The representatives will discuss these matters with their corporate headquarters. The City will place additional signage at the intersections with red light cameras, consider placing a kiosk in the Police Station lobby for potential violators to review the video, and provide a Frequently Asked Questions section to disperse to the public on the City's website.

Council Member Goodgame asked for a kiosk on the east side of the City.

Council Member Bates inquired about the financial impact of re-negotiating the contract.

City Attorney Mantzaris stated the approved contract contained a provision stating the City did not have to write a monthly check if the fines collected exceeded a certain amount per camera. If the fines collected do not exceed the amount per camera, the amount the City owes would be waived at the end of the agreement period. Changing the program and eliminating right hand turn violations will have a significant impact on the collected fines and the City would potentially have to pay for each camera every month. If the City requests the removal of the cameras, there could be balances due to American Traffic Solutions on the contract.

Jim Purvis, Al Mannella, Leslie Landefeld, Arnold Ceballos, John Corwin, Michael Pruitt, Valerie Bray, Bob Harris, Paul Ramsaywack, Sam Moore, Lorinda Haas, and Charlene Forth spoke in opposition of red light cameras.

Burt Barnes asked what the City projected for revenue.

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February 11, 2014

City Attorney Mantzaris stated the City receives \$75.00 per violation, which goes towards paying for the cameras and other fees associated with the red light cameras. The state receives \$83.00 for each violation, with \$70.00 going towards the state's General Revenue Fund, \$10.00 to the Health and Emergency Medical Services Trust Fund, and \$3.00 for the Spinal Cord and Brain Injury Trust Fund.

Citizens inquired if there would be a set standard for the hearing officer should someone appeal a citation.

City Attorney Mantzaris commented the authority for issuing the citations is set in the state statutes. The issue as to whether; for example an illegal right turn on red, is governed by the state statutes and is incorporated into the City's Ordinance. The confusion appears to be in the difference in Chapter 316; which covers motor vehicle moving violations, and red light camera citations regarding right turn on red. The red light camera statute has a different analysis and read the statute aloud. Hearing officers must apply the red light camera state statute to every case.

City Manager Gray stated staff will review the violations to ensure the state statute is applied.

Mayor Turville asked what the cost is for filing an appeal.

City Attorney Mantzaris replied the Special Magistrate can impose an additional fine up to \$150.00, making the total cost as high as \$308.00 should the defendant lose.

Council Member Goodgame inquired what the cost is should an officer witness a red light violation.

City Manager Gray stated the cost is \$260.00 and four points on the driver's license. Red light camera violations do not assess points on a driver's license.

Jeremy Hickey, 1496 Muir Circle, asked if there was a financial incentive for American Traffic Solutions regarding the volume of citations issued.

City Attorney Mantzaris responded American Traffic Solutions receives a monthly fee per camera and no additional money based on the number of citations.

REPORTS

City Manager Gray reported on amendments to the agenda. There will be a Council workshop at 6:00pm on February 25, 2014 in the Council Chamber of City Hall regarding the church property update.

City Attorney Mantzaris reported on the discussion at the previous Council meeting regarding the property located at Lake Avenue. The Council directed the City Manager to take action to assure ownership is the City of Clermont. City Manager Gray did take action and there were issues with the property owners based on that. Therefore, City Attorney Mantzaris will be updating the title report. The only way to resolve this issue is for the city to initiate litigation against the property owner that continues to maintain that property as his own. He will update the title work as soon as possible and with the direction of City Manager Gray will pursue a lawsuit against that property owner to end this issue.

Council Member Bates reported on the South Lake Chamber Annual Gala and recognized the award recipients. He requested the Council discuss the Citrus Tower at a Workshop. Greg Homan, owner of the Citrus Tower, is interested in selling it and would like to offer it to the City of Clermont first.

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Council Member Goodgame – No report.

Council Member Mullins – No report.

Council Member Van Wagner commented on the funeral service held on Saturday for Julie Trustee, former pastor of Celebration of Praise church.

Mayor Turville announced the agenda amendments to include tabling of Item No. 5 Ordinance 2014-03 Introduction and Item No. 10 Ordinance 2014-04 Introduction to March 11, 2014.

City Clerk Ackroyd read Ordinance No. 2014-03 aloud by title only.

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

Council Member Goodgame moved to table Ordinance 2014-03 introduction to March 11, 2014; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City Clerk Ackroyd read Ordinance 2014-04 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 Goodgame moved to table Ordinance 2014-04 introduction to March 11; seconded by Council Member Mullins. The motion passed with all members present voting aye.

CONSENT AGENDA

Mayor Turville 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 - Bid Award

Consider approval of bid award to Boykin Construction, Inc. for the construction of Oak Hill Cemetery drive access improvements in the amount of \$124,959.75 and a budget amendment of \$84,819.

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Item No. 2 - Bid Award

Consider approval of bid award to Wilesmith Advertising Design for Place Branding Consulting services in the amount of \$61,500 and a budget amendment of \$61,500.

Item No. 3 – Collective Bargaining Agreement

Consider approval of the Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350

Item No. 4 – Storm Water and Easement Agreement

Consider approval of Lilly's on the Lake request to use City driveway and City storm water pond.

Council Member Mullins moved to approve the consent agenda; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 5 – Ordinance No. 2014-03; Introduction

This item has been tabled to March 11, 2014.

Item No. 6 – Ordinance No. 2014-08; Final Hearing

City Clerk Ackroyd read Ordinance 2014-08 aloud by title only.

An Ordinance of the Code of Ordinances of the City of Clermont, Lake County, Florida, adopted pursuant to section 125.01(1)(q), Florida Statutes (1999), consenting to the inclusion of the City of Clermont, Florida, within the County-wide Municipal Service Taxing Unit for the provision of ambulance and emergency medical services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said Municipal Service Taxing Unit for a specified term of years; providing for severability, effective date and publication.

City Manager Gray provided a summary on the Municipal Service Taxing Unit. The proposed ordinance is for a three (3) year term. In prior years, it has been approved annually.

Mayor Turville and Council Member Mullins preferred 1 year instead of 3 years.

Mayor Turville opened the public hearing.

Jim Purvis, 4206 Hammersmith Drive, suggested a 1 year term.

Mayor Turville closed the public hearing.

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Council Member Mullins moved to adopt Ordinance 2014-08 with a one year time frame; seconded by Council Member Van Wagner. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 7 – Variance; Dicks Sporting Goods

Planning Manager Henschel reported on the variance request for a wall sign in excess of the maximum square footage of 200 square foot. The front wall sign of Dicks Sporting Goods is proposed to be 428 square foot. The applicant feels the proposed sign is in direct proportion to the building square footage of approximately 40,000 square foot and is necessary for conducting business out of this store size. Staff recommended denial.

Tom Gianni, was present on behalf of Dick's Sporting Goods, requesting approval.

Mayor Turville opened the public hearing.

Jim Purvis, 4206 Hammersmith Drive, questioned how the sign size compares to Hobby Lobby located next door.

Planning Manager Henschel noted the Hobby Lobby sign is 200 square feet.

Council Member Mullins spoke in opposition to the grant variance based on consistency.

Council Member Van Wagner supported the request.

Council Member Van Wagner moved to support the variance; seconded by Council Member Bates.

Under discussion, Council Member Mullins noted he wants to maintain consistency.

The motion passed 3 to 2 with Mayor Turville and Council Member Mullins opposing.

Item No. 8 – Hartwood Pines Request

Planning and Zoning Director Hollerand reported on the request from the Homeowners Association to close Hartwood Pines Way permanently. She read the letter of interest aloud into the record.

Kimberly Day, 2646 Hartwood Pines Way, President of the Homeowners Association, requested approval and presented a petition of 40 signatures in support to close the street permanently. There were two homeowners in opposition and eight homeowners did not respond. She proposed a decorative gate as a possible option and has spoken to the City Fire Marshall. This will allow the children to play safely in the neighborhood.

Cindy Emely, 2633 Hartwood Pines Way, thanked the city for barricading the entrance and requested approval to close it permanently.

Mayor Turville opened the public hearing. There were no comments.

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Mayor Turville closed the public hearing.

Council Member Bates questioned the maintenance of the road. City Manager Gray confirmed the city will continue to maintain the road since the other entrance is open.

Council Member Mullins suggested signage to acknowledge no entry.

City Manager Gray advised that staff will work with the Homeowners Association regarding the emergency vehicles having access.

Council Member Van Wagner moved to approve the request for Hartwood Pines; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 9 – Tree Fund Assistance Program

City Manager Gray reported at a previous meeting, the Council suggested developing a policy to assist residents in the event of a hardship to apply for assistance through the Tree Fund.

Mayor Turville noted the intent of the Tree Fund was to create a pool of money for the city to use for beautification of the city. He expressed concern with utilizing these funds for the proposed program. Furthermore, he suggested the city create and fund an assistance program separate from these funds through the budget.

The City Council agreed.

City Manager Gray stated the Council directed staff to come up with a program to provide assistance with a specific Code Enforcement violation.

Council Member Van Wagner questioned whether the tree needed to be replaced.

Mayor Turville suggested an arrangement that would not penalize residents.

City Manager Gray commented staff will return through the budget process.

The Council discussed providing assistance to the Code Enforcement violation.

City Attorney Mantzaris stated at the direction of the City Council, the Code Enforcement Board could be asked to extend the compliance date retroactively.

Mayor Turville opened the public hearing.

Jim Purvis, 4206 Hammersmith Drive, commented there is nothing wrong with the tree that has received a violation and the Code Enforcement board is in conflict with the tree ordinance.

Mayor Turville closed the public hearing.

City Attorney Mantzaris stated other individuals receiving violations have complied with the Code Enforcement Board.

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Mayor Turville requested staff amend the tree ordinance.

City Attorney Mantzaris stated he will ask the Code Enforcement Board to change the compliance date to the end of the year at March Code Enforcement Board meeting.

Council Member Van Wagner requested staff follow up with the lady who received the violation.

Item No. 10 – Ordinance No. 2014-04; Introduction

This item has been tabled to March 11, 2014.

Item No. 11 – Ordinance No. 2014-06; Introduction

City Clerk Ackroyd read Ordinance 2014-06 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the platted roadway Magnolia Street, as shown on the plat of Forty Pines, according to the plat thereof recorded in plat book 12, page 99 of the Public Records of Lake County, Florida; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Council Member Mullins moved introduction of Ordinance 2014-06; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 12 – Ordinance No. 2014-07; Introduction

City Clerk Ackroyd read Ordinance 2014-07 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 introduction of Ordinance 2014-07; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 9:41pm.

APPROVED:

Harold S. Turville, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Contractor Name Change and Agreement Approval					
Requested Action					
MOTION TO APPROVE: Contractor name change and consent assignment to agreement from Equiptec Corporation to Dana Safety Supply, Inc.					
Staff Report					
THE PURCHASING DIVISION AND POLICE DEPARTMENT RECOMMEND APPROVAL OF THE ABOVE ACTION.					
It is recommended that the Council approve consent of assignment to agreement with Dana Safety Supply, Inc. The company Equiptec Corporation, supplier under contract for police vehicle equipment and installation services was acquired by Dana Safety Supply, Inc. of all of their business assets. The company providing current services is now under the name of Dana Safety Supply, Inc. and acquired Equiptec Corporation contractual responsibilities. Dana Safety Supply, Inc. is bound to and agrees to the price, terms and conditions set forth in the original agreement. The current agreement expires April 25, 2015.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Contractor Letter		DSS - Equiptec Purchase.pdf			
2. Agreement		Contractor Name Change.pdf			



DANA SAFETY SUPPLY

Quality. Safety. Service.

March 3, 2014

Captain Charles Vitale
City of Clermont Police Department
865 West Montrose Street
Clermont, FL 34711

Captain Vitale:

The purpose of this letter is to confirm that Dana Safety Supply, Inc. acquired all of the business assets of Equiptec Corp. on July 5th, 2012. The purchase included all of the business assets of Equiptec Corp, including the name of the business and customer contracts, which included the existing contract with the City of Clermont. We look forward to continuing to serve the City of Clermont with its vehicle equipment and installation needs. Please let me know if you have any questions. I can be reached at (904) 635-1894 or via email at swells@1dss.com.

Regards,

Sidney Wells
Chief Operating Officer
Dana Safety Supply

JACKSONVILLE, FL
5203 Waterside Drive
Jacksonville, Florida 32210
Phone (904) 388-7006
Fax (904) 388-7181

MIAMI, FL
1622 NW 82nd Avenue
Doral, Florida 33126
Phone (305) 639-6055
Fax (305) 639-6056

TAMPA, FL
3810-A West Osborne Avenue
Tampa, Florida 33614
Phone (813) 348-4866
Fax (813) 348-0450

ORLANDO, FL
4832 North Orange Blossom Trail
Orlando, Florida 32810
Phone (407) 880-2769
Fax (407) 802-2966

Southern Public Safety
5221 West Market Street
Greensboro, NC 27409
Toll Free (800) 845-0405
Phone (336) 854-5536
Fax: (336) 854-3884

ATLANTA, GA
4729 Nelson Brogdon Blvd., Suite F
Buford, GA 30518
Phone (770) 381-8360
Fax (770) 381-8360

www.danasafetysupply.com
(800) 845-0045

Palmetto Distributors
4601 Broad River Road
Columbia, SC 29210
Toll Free (800) 832-4568
Phone (803) 798-3670
Fax (803) 798-3676

CONSENT TO ASSIGNMENT OF AGREEMENT

This Assignment agreement is entered into this ____ day of _____, 2014, by and between the City of Clermont a Florida Municipal Corporation, hereinafter referred to as "CITY" and Dana Safety Supply, Inc., a Corporation authorized to do business in the State of Florida, whose address is 4832 North Orange Blossom Trail, Orlando, Florida, hereinafter referred to as "DANA".

WHEREAS, on April 26, 2011 CITY entered into an agreement for police vehicle equipment and installation services with Equiptec Corporation (the "Agreement"); and

WHEREAS, the Agreement's terms are in effect until April 25, 2015; and

WHEREAS, DANA has now acquired or merged with Equiptec Corporation and the new name of the entity responsible for providing services to CITY will be DANA.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. CITY hereby approves of and expressly consents to the assignment of the Agreement to DANA and agrees to be bound to DANA pursuant to the terms and conditions of the Agreement.
3. DANA does hereby agree to be bound to CITY and acknowledges and agrees that it shall comply with all terms and conditions set forth in the Agreement and that said terms and conditions are incorporated herein as if restated in their entirety.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this ____ day of _____, 2014.

THE CITY OF CLERMONT
Attest:

By:

Harold S. Turville, Jr

Mayor

Tracy Ackroyd, City Clerk

DANA SAFETY SUPPLY, INC.

Attest:

By:

Shawn Matlock

Printed Name and Title

Supervisor

By:

George P. Morris, General Manager

Printed Name and Title

Acknowledged and consented to by Dana Safety Supply, Inc.

Printed Name and Title

Date: _____



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date					
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Agenda Item Name					
Interlocal Agreement and Budget Amendment					
Requested Action					
Motion to approve an Interlocal Agreement with the South Lake Regional Water Initiative Group pertaining to the development and evaluation of water supply options and strategies and a budget amendment.					
Staff Report					
Staff recommends the approval of the Interlocal Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utilities Services - also known as the South Lake Regional Water Initiative Group - for services pertaining to the development and evaluation of water supply options and strategies.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
The requested approval amount will require a budget amendment in the amount of \$50,000.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
\$50,000.00		43533-53100 - Professional Services General		\$0.00	
Exhibits Attached (copies of original agreements)					
1. Interlocal Agreement Final - LC~SL Cities~Southlake Utilities~Lake Utility Services Inc Interlocal A .pdf					

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY; THE CITY OF CLERMONT;
THE CITY OF GROVELAND; THE CITY OF MASCOTTE;
THE CITY OF MINNEOLA; THE TOWN OF MONTVERDE; SOUTHLAKE
UTILITIES, INC.; AND LAKE UTILITY SERVICES, INC.
FOR SERVICES PERTAINING TO THE DEVELOPMENT
AND EVALUATION OF WATER SUPPLY OPTIONS AND STRATEGIES**

THIS AGREEMENT is made and entered into by and between Lake County, a political subdivision of the State of Florida (hereinafter, “County”); the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, and the Town of Montverde, all municipal corporations organized under the laws of Florida (hereinafter and collectively, the “South Lake Cities”); Southlake Utilities, Inc., a Florida corporation (hereinafter, “Southlake Utilities”); and Lake Utility Services, Inc., a Florida corporation (hereinafter, “L.U.S.I.”). Collectively, the parties to this Agreement shall be referred to herein as the “South Lake Regional Water Initiative Group” or “SLRWI Group”.

RECITALS

WHEREAS, the County is authorized by Section 125.01, Florida Statutes, to enter into agreements with other governmental agencies within or outside its boundaries for the joint performance, or performance by one unit on behalf of another, of governmental functions; and

WHEREAS, the South Lake Cities are authorized to enter into this Agreement by Sections 163.01 and 166.021, Florida Statutes, which authorize public agencies to enter into agreements to make the most efficient use of their powers and allow municipalities to exercise their powers for municipal purposes, respectively; and

WHEREAS, the St. Johns River Water Management District, the South Florida Water Management District, and the Southwest Water Management District are studying whether the Floridan Aquifer system is reaching its sustainable limits of use and exploring the need to develop supplemental sources of water, through a collaborative effort called the Central Florida Water Initiative (“CFWI”); and

WHEREAS, the St. Johns Water Management District (“SJRWMD”) has developed a

groundwater model for the Central Florida service area, and preliminary model results show that the South Lake County area is currently being impacted by groundwater withdrawals, both local and remote; and

WHEREAS, SJRWMD’s groundwater model shows that six (6) Minimum Flow Level (“MFL”) waterbodies (Boggy Marsh, Louisa, Pine Island, Minneola, Cherry, and Apshawa North and South) have been determined to be impacted by groundwater withdrawals, and are currently designated as being in prevention, meaning that future withdrawals will result in the MFLs not being met in the future; and

WHEREAS, SJRWMD is required to develop a prevention strategy for these waterbodies, but is delaying development of a prevention strategy pending the results of efforts associated with the Central Florida Water Initiative; and

WHEREAS, the South Lake Cities, along with the County and the Lake County Water Authority, have determined to take a cooperative approach to resolving collective current and future water resource demands in South Lake County; and

WHEREAS, as major utility service providers in South Lake County, Southlake Utilities and L.U.S.I. wish to work closely with the County and the South Lake Cities on water resource issues in South Lake County; and

WHEREAS, the SLRWI Group wishes to create a cost effective and sustainable water resource system for South Lake County through collaborative efforts and resource sharing among its partners, and through those efforts, to decrease the region’s dependency on groundwater withdrawals and protect the Floridan Aquifer; and

WHEREAS, the SLRWI Group has received input and information from local experts and SJRWMD representatives, but currently lacks specific and actionable research, information and analysis concerning water supply alternatives for potable and irrigation demands in South Lake County, and strategies to address impacts to affected local lakes; and

WHEREAS, accordingly, the SLRWI Group wishes to collectively solicit the services of an engineering firm with recognized water resources expertise, in order to assist the parties in assessing water demand projections, water supply options, impact mitigation strategy and

infrastructure capacity in South Lake County;

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Purpose.** The purpose of this Agreement is for the SLRWI Group to collectively solicit the services of an engineering firm with recognized water resources expertise, in order to assist the parties to this Agreement in assessing water demand projections, water supply options, impact mitigation strategy and infrastructure capacity in South Lake County.
3. **Retaining a Consultant, Consultant Management and Funding.** The parties agree as follows:
 - A. **Clermont Shall Act as the Administrative/Procuring Agency.** The City of Clermont (“Clermont”) shall act as the lead administrative agency for soliciting the services of an engineering firm (“Consultant”) as described herein.
 - (i) Through its regular procurement process, Clermont shall prepare a request for qualifications (RFQ) or other solicitation document modeled on the draft scope of services contained in **Exhibit “A”**, attached hereto and incorporated herein by reference. A party wishing to suggest revisions or additions to the draft scope of services contained in **Exhibit “A”** shall submit the same, in writing, to Clermont for its consideration within thirty (30) days of the party’s executing this Agreement. Within thirty (30) days of full execution of this Agreement by all parties, Clermont shall circulate an updated scope of services, containing or noting any additions or revisions suggested by any party, to all parties. The updated scope of services shall set forth the manner in which the additional costs associated with the

changes, if any, shall be divided, except that the total cost of the services, factoring in any additional costs, must be consistent with Paragraph 3.C. of this Agreement. Within ten (10) days of receiving the updated scope of services from Clermont, the party representatives listed in Paragraph 6 of this Agreement shall provide written comments on the updated scope of services to Clermont. Approval of the final scope of services to be appended to Clermont's solicitation document shall be Clermont's responsibility.

- (ii) The South Lake Cities, the County, Southlake Utilities and L.U.S.I. may provide written input to Clermont prior to the release of the RFQ or other solicitation document and throughout the selection process, may attend meetings of the selection committee, and may be represented on the selection committee.
- (iii) Final approval of the selected Consultant shall not be granted until the persons listed in Paragraph 6 of this Agreement have approved of the same.
- (iv) The cost of the services outlined in **Exhibit "A"** is estimated at three hundred thousand dollars (\$300,000.00). However, should the contract resulting from Clermont's procurement process exceed three hundred thousand dollars (\$300,000.00), Clermont shall proceed according to Paragraph 3.C. below.

B. Consultant Management. The parties to this Agreement shall work cooperatively to provide management of and direction to the Consultant, as follows:

- (i) The members of the SLRWI Group shall provide one another with names and contact information for staff member representatives prior to issuance of an RFQ or other solicitation document. Staff member representatives for

the parties shall have at least fourteen (14) days advance notice of, and shall have the opportunity to be involved in, any and all meetings with the Consultant.

- (ii) The County, the South Lake Cities, Southlake Utilities and L.U.S.I. shall provide staff resources and information concerning the subject matter of this Agreement to Clermont and to the Consultant at no cost, unless paper copies of documents are requested, in which case the County, the South Lake Cities, Southlake Utilities and L.U.S.I. may charge the actual cost of the copies to the requesting entity.
- (iii) Clermont shall provide Consultant's work product to the other parties to this Agreement via their staff member representatives upon Clermont's receipt of the same. The County, the South Lake Cities, Southlake Utilities and L.U.S.I. shall have at least thirty (30) days to provide written comments to Clermont prior to final acceptance of Consultant's work product.

C. Funding. By executing this Agreement, the parties agree to be obligated to pay their allotted share, as described below. The parties to this Agreement intend to seek funding from the State of Florida and/or other sources for the cost of the Consultant's services described herein. Any and all costs not funded by the State or another source shall be distributed between the parties to this Agreement on the following basis: fourteen percent (14%) to be contributed by all parties other than the Town of Montverde, which shall contribute two percent (2%); however, in no event shall any one (1) party's contribution exceed fifty thousand dollars (\$50,000.00), unless that party's governing body, for the South Lake Cities and the County, or President or Director, for Southlake Utilities and L.U.S.I., approves otherwise. Should any party's contribution exceed fifty thousand dollars (\$50,000.00), Clermont will not execute a contract with the consultant until any

such required approval(s) have been obtained. The parties' funding contributions shall be provided as follows:

- (i) Upon negotiation of an agreement between Clermont and the Consultant, Clermont shall notify the other South Lake Cities, the County, Southlake Utilities and L.U.S.I., in writing, of the total agreement amount and each party's share of the total cost of the Consultant's services. Within thirty (30) days of issuance of such notification, the other South Lake Cities, the County, Southlake Utilities and L.U.S.I. shall make a one time, lump sum payment to Clermont in their allotted amount, for Clermont to draw upon, after contributing its allotted amount, in compensating the Consultant for services, except that no payments shall be due prior to October 1, 2014. Clermont shall ensure that its contract with the consultant will not become effective until all parties have submitted their payments.
- (ii) If Clermont wishes to terminate its contract with the Consultant, prior to any such action on Clermont's part, Clermont shall consult with the other members of the SLRWI Group and obtain unanimous approval of the proposed termination from the governing bodies of the South Lake Cities and the County, and from the President or Director of Southlake Utilities and L.U.S.I. Any funds contributed by the parties and not needed to compensate the Consultant for work completed prior to termination shall be refunded on a pro-rated basis between the parties.

4. **Term of Agreement.** This Agreement shall become effective upon execution of all parties, and shall remain in full force until final acceptance of the Consultant's services and work product. After a party has executed this Agreement, that party may only terminate this Agreement after the party has provided its allotted contribution pursuant to Paragraph 3.C. above, or if the party's allotted contribution is over fifty thousand dollars (\$50,000.00) and

the party disapproves the excess and elects not to participate pursuant to Paragraph 3.C. above. Termination by a party shall be conducted as provided below, but there shall be no refunds of any party's funding contribution in the event of termination of the Agreement by a party, except as provided in Paragraph 3.C.(ii) above.

A. Written Notice of Termination: Any party may terminate this Agreement without cause by providing written notice to the others sixty (60) days prior to termination.

B. General Termination Terms: Notice of termination shall be sent to the addresses shown below under Paragraph 6 ("Notices"), and shall be considered properly given as of the date received.

5. **Assignment.** This Agreement shall not be assigned without the written consent of all parties.

6. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

COUNTY

Lake County Manager
Post Office Box 7800
Tavares, Florida 32778-7800

CITY OF GROVELAND

Groveland City Manager
156 South Lake Ave.
Groveland, FL 34736

CITY OF MINNEOLA

Minneola City Manager
800 N. U.S. Hwy. 27
Minneola, FL 34715

CITY OF CLERMONT

Clermont City Manager
685 W. Montrose St., 3rd Floor
Clermont, FL 34711

CITY OF MASCOTTE

Mascotte City Manager
100 East Myers Blvd.
Mascotte, FL 34753

TOWN OF MONTVERDE

Montverde Town Manager
P.O. Box 560008
Montverde, FL 34756

LAKE UTILITY SERVICES, INC.

President/Director
2335 Sanders Rd.
Northbrook, IL 60062

SOUTHLAKE UTILITIES, INC.

President/Director
16554 Cagan Crossings Blvd. Suite 2
Clermont, FL 34714

7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
8. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
9. **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS HERETO, the parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed this ____ day of _____, 2014.

{Rest of Page Intentionally Blank; Signature Pages Follow}

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

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

Jimmy Conner, Chairman

This _____ day of _____, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

CITY OF CLERMONT

ATTEST:

Tracy Ackroyd, City Clerk

Harold Turville, Jr., Mayor

This ____ day of _____, 2014.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

CITY OF GROVELAND

ATTEST:

Teresa Begley, City Clerk

Tim Loucks, Mayor

This ____ day of _____, 2014.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

CITY OF MASCOTTE

ATTEST:

Michelle Hawkins, City Clerk

Tony Rosado, Mayor

This ____ day of _____, 2014.

Approved as to form and legality:

Virginia Cassady, City Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

CITY OF MINNEOLA

ATTEST:

Jan McDaniel, City Clerk

Pat Kelley, Mayor

This ____ day of _____, 2014.

Approved as to form and legality:

Scott Gerken, City Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

TOWN OF MONTVERDE

ATTEST:

Mary Mason, City Clerk

Troy Bennett, Mayor

This ____ day of _____, 2014.

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

SOUTHLAKE UTILITIES, INC.

Print Name:_____

Title:_____

This ____ day of _____, 2014.

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, Southlake Utilities and Lake Utility Services, Inc. for Services Pertaining to the Development and Evaluation of Water Supply Options and Strategies

LAKE UTILITY SERVICES, INC.

Print Name:_____

Title:_____

This ____ day of _____, 2014.

EXHIBIT “A”

Draft Scope of Services

Introduction

The St. Johns River Water Management District (“SJRWMD”) has developed a groundwater model for the Central Florida service area and is in the process of refining the model output. Preliminary model results show that the South Lake County area is currently being impacted by groundwater withdrawals, both local and remote. Six MFL waterbodies have been determined to be impacted by groundwater withdrawals. They are Boggy Marsh, Louisa, Pine Island, Minneola, Cherry, and Apshawa North and South. The MFL waterbodies are currently designated as being in prevention, meaning that future withdrawals will result in the MFLs not being met in the future. SJRWMD is required to develop a prevention strategy for these waterbodies. This development of a prevention strategy is currently being delayed pending the results of efforts associated with the Central Florida Water Initiative.

The communities of Clermont, Groveland, Minneola, Mascotte and Montverde (hereinafter the “South Lake Cities”), Southlake Utilities, Inc., Lake Utility Services, Inc. of Florida, and Lake County government (“Lake County”) have been participating in the South Lake Regional Water Initiative (“SLRWI”) which fosters a cooperative approach to resolving the South Lake Cities collective current and future water resource demands. As an extension of this cooperative approach, the South Lake Cities, Southlake Utilities, Inc., Lake Utility Services, Inc. and Lake County (collectively the “SLRWI Group”) have determined that it would be in the best interest of its members to solicit consulting services as a group to evaluate water supply options for serving each entity’s potable and irrigation demands individually and as a whole.

Therefore, the SLRWI Group is requesting qualifications from engineering firms capable of assisting them in the evaluation of alternative water supply strategies to meet the future water supply demands in the region and to minimize or offset impacts to the affected local lakes. The services listed below are for the initial study phase. Future services provided under this solicitation may include design and construction phase engineering services.

Scope of Services

A. Review and Summarize Demand Projections for SLRWI Members

1. Meet with SLRWI Group and their consultants to discuss and collect all relevant information related to current Consumptive Use Permit (“CUP”) conditions, water resource allocations and status.

2. Review water resource demand projections, in 5 year increments, up to the year 2035 and quantify demands according to use and water quality requirements. Corroborate or recommend corrections to the SLRWI Group demand projections.
3. Review water supply demand projections for the South Lake Sector Plan area and categorize the demands according to end use and water quality requirements for that type of use (e.g. potable, irrigation, groundwater recharge).
4. Develop a summary table listing the projected demands in 5-year increments up to the year 2035, by community, for each type of end use and quality of water needed to meet that type of use.

B. Review Available Water Supply Sources in the Region

1. Review Available Groundwater Sources in the Region

- a. Review CUPs for the SLRWI Group to identify available groundwater sources and existing groundwater allocations.
- b. Meet with private utility companies in the region that are not currently members of the SLRWI Group. Review and summarize the CUPs and the demand projections in 5-year increments up to the year 2035 and determine if there is excess capacity potentially available for use by the SLRWI Group.
- c. Consult with the SJRWMD to determine if additional groundwater is available through the relocation of wells to the Lower Floridan aquifer. Determine candidate wells for relocation and the quantity of water made available.
- d. Evaluate any treatment and transmission needs for the use of these groundwater sources.

2. Review Available Wastewater and Reclaimed Water Sources

- a. Review wastewater generation projections up to the year 2035 for each of the SLRWI Group and determine the capacity of wastewater sources that could be treated to reclaimed water and the capacity of reclaimed water that will be available for reliable irrigation service. Estimate supplemental water and storage requirements to maximize the beneficial reuse of reclaimed water. Review storage options such as ASR and reservoir impoundments and their suitability for use in study area.
- b. Review areas within the SLRWI member wastewater service areas that are currently served by septic tank. Review the quantity of wastewater and reclaimed

water that could be made available if septic tank areas were retrofitted with sanitary sewer service and treated to reclaimed water standards. Evaluate the groundwater impacts of removing septic tank outflow and utilizing the water for irrigation purposes. Evaluate potential water quality benefits of removing these septic tanks from service.

- c. Meet with the City of Orlando and Orange County to discuss flow projections for the Water Conserv II project. Summarize information regarding projected reclaimed water supplies delivered to Water Conserv II and the anticipated demands and uses through the year 2035. Quantify the flow intended for irrigation purposes, current rapid infiltration basins (RIBs) and future RIBs.

3. *Review Available Surface Water and Stormwater Sources in Lake County*

- a. Meet with the Lake County Water Authority to determine if any surface water or stormwater resources may be available in the area. Determine the viability of such sources and estimate their year round supply potential and possible uses.
- b. Evaluate any treatment and transmission needs for the use of these surface water or stormwater resources.

4. *Review Available Sources from On-Going Regional Alternative Water Supply Projects*

- a. Meet with the Water Cooperative of Central Florida to discuss potential water resource availability. Quantify the amount of water available, by quality and potential uses, up to the year 2035.
 - b. Meet with Seminole County Environmental Services to discuss the availability of water from Yankee Lake. Evaluate the likely quality of raw water and discuss its suitability for non-potable uses.
 - c. Meet with the SJRWMD, the South Florida Water Management District and the Southwest Florida Water Management District to determine if any additional alternative water supply projects within reasonable distance of the SLRWI Group (up to 30 miles) have been identified and could potentially be developed for use. Determine the quantity and quality of water available up to the year 2035.
5. Determine if there are any other potential water resources available for meeting or offsetting future demands
6. Develop a summary table listing the projected sources, water quality and quantity of water available In 5-Year increments up to the year 2035.

C. Potential Impact Mitigation Strategies for Affected Lakes, Infrastructure Needs Evaluation and Cost Estimates

1. Review SJRWMD groundwater modeling output to identify sources of impacts for the Affected Lakes. Determine the proportional share of each impact source and develop a summary table listing the entity and its estimated share of the impact, both amongst the SLRWI Group and other Central Florida utilities.
2. Evaluate the groundwater recharge alternatives, including the use of RIBs, to mitigate the impacts to the Affected Lakes.
3. Review and develop other mitigation and/or recovery strategies for the Affected Lakes.
4. Perform groundwater modeling for the proposed mitigation/recovery strategies to determine the most beneficial location for infrastructure related to these strategies, the acreage of land required, and the quantity of water needed to mitigate impacts to acceptable levels.
5. Develop preliminary opinions of cost for recommended mitigation strategies developed above.

D. Infrastructure Needs Evaluation and Cost Estimates for Implementation of Additional Water Supply Sources Identified in Part B

1. Review required transmission needs for proposed alternatives.
 - a. Review the water, sewer and reclaimed water conveyance infrastructure currently in place for the SLRWI Group. Review current plans for interconnection and determine the transmission capacity available through the use of a hydraulic model.
 - b. For viable water resources identified in Part B, determine the size and most economical route for transmission piping to convey the water resource to the SLRWI Group. Identify appropriate destination points in the SLRWI region that would allow for the distribution of water resources to the needed locations.
 - c. Determine the collection and transmission infrastructure needed to capture flow from septic tank service areas identified in Part B.2.b. Confirm that capacity is available at the nearest SLRWI Group wastewater treatment facility to treat the resulting flow.
 - d. Determine transmission requirements, including pipe sizing and routes, for the mitigation strategies developed in C. above.

- e. Develop an opinion of probable construction cost for collection and transmission infrastructure recommended in b, c, and d above.
2. *Review required treatment needs for proposed alternatives.*
 - a. For viable water resources identified in Part B, determine if additional treatment by the SLRWI Group will be required, the treatment processes necessary to achieve the required water quality and the capacity required for treatment of the resource.
3. Recommend infrastructure modifications necessary to allow for the conveyance of water resources between parties. Indicate whether the modification is to potable, wastewater or reclaimed water infrastructure and develop a preliminary opinion of cost for the recommended improvements.
4. Evaluate the benefits of using storage facilities such as ASR, surface impoundment reservoirs and estimate the size and volume needed to maximize the use of available water resources.
5. Summarize the recommended infrastructure improvements in a table listing the type of improvement, purpose, location, size, type of water resource conveyed, quantity of water resource conveyed and the preliminary opinion of cost for each.

E. Alternative Water Supply Feasibility Study Report Preparation

1. Prepare a report, in Microsoft Word format, detailing the information collected in Parts A through D. The report should include prioritized recommendations for water resource and mitigation strategy projects. Provide an executive summary including critical tables and recommended actions.
2. Prepare a powerpoint presentation, suitable for public display, summarizing the contents of the report.
3. Present the report conclusions to the members of the SLRWI Group and other groups as determined by the SLRWI Group.

F. Administration, Governance and Funding

1. Work with the SLRWI to determine the best organizational and legal structure for the group moving forward, including the selection of a single entity to be the administrator for implementation of future recommended projects.
2. Provide a technical memorandum summarizing available funding sources and project delivery methods for implementation of future recommended projects.

3. Provide the following administration duties during the course of the study.
 - a. Meet with the SLRWI Group on a monthly basis to discuss progress.
 - b. Conduct workshops as necessary to provide detailed overviews of project deliverables.
 - c. Meet with interested community groups, as directed by the SLRWI Group, to discuss project progress and findings to date.
 - d. Meet with other local governments and regulatory agencies.
 - e. Provide CUP assistance to the South Lake Cities as it relates to information prepared as part of this scope of work.
 - f. Any other administrative duties as assigned.

G. Anticipated Time Frame for Completion of Tasks A through E. It is anticipated that Scope Tasks A through E will be completed within six (6) months of the consultant receiving notice to proceed.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, March 25, 2014			
Agenda Item Name			
Scope of Services and Budget Amendment			
Requested Action			
Motion to approve the Scope of Services and budget amendment for stormwater improvements on Lake Winona from BESH for \$38,580.			
Staff Report			
Staff recommends approval of the Scope of Services from BESH for \$38,580. The project consists of engineering and surveying services to design, permit, and assist with construction management of stormwater treatment systems for two (2) locations along the north shore of Lake Winona. Location number one (1) is at the south end of 7th Street from the intersection with Linden Street south to the lake. Location number two (2) is Lake Street between Linden Street and Seminole Street.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
The requested approval amount will require a budget amendment in the amount of \$38,580.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
\$38,580.00	45538-53100 Pro Svcs - General	\$0.00	
Exhibits Attached (copies of original agreements)			
1.	Lake Winona Submittal Letter	Lake Winona Submittal Letter.pdf	
2.	Lake Winona Wet Delin Proposal	Lake Winona Wet Delin Proposal.pdf	
3.	Lake Winona Stormwater Proposal	Lake Winona Stormwater Proposal.pdf	



VIA EMAIL tdykehouse@clermontfl.org

March 6, 2014

Terry Dykehouse, P.E.
City Engineer
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

RE: **PROPOSAL/AGREEMENT FOR CITY OF CLERMONT, LAKE AVENUE AND
7TH STREET, STORMWATER IMPROVEMENTS**

Dear Ms. Dykehouse:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Duane K. Booth, P.E.
Principal
duanebooth@besandh.com

DKB:am

Enclosure

Cc: Cheryl Sutherland, City of Clermont (csutherland@clermontfl.org)
Claudia Bulgrin, BEHS (via email)

ATTACHMENT "A"

Via email: DuaneBooth@BESandH.com

February 27, 2014

Duane K. Booth, P.E.
Booth, Ern, Straughan & Hiott
350 N. Sinclair Ave.
Tavares, FL 32778

**Re: Lake Avenue – Clermont, Florida
Proposal for Wetland Delineation (Revised)**

Dear Duane:

Attached is a revised proposal to conduct wetland delineation on the parcel of property located south of Lake Avenue along the northeast shoreline of Lake Winona in Clermont, Florida. It is understood that this delineation will be included in a boundary survey to be conducted by BESH for the City of Clermont. The survey has been revised to include an Ecological Assessment report that can be used for Environmental Resource Permitting (ERP) through the St. Johns River Water Management District (SJRWMD). A line item for wetland line review with SJRWMD has also been included, as it is typical for the agency to review the wetland line before permit issuance.

Please review the proposal and contact me directly if there are any questions. Thank you for contacting us to work with you on this project.

Sincerely,



Elaine Imbruglia
President



ENVIRONMENTAL
PLANNING
DESIGN &
PERMITTING



**PROPOSAL FOR WETLAND DELINEATION
LAKE AVENUE PARCEL
CLERMONT, FLORIDA
Revised 2-27-2014**

SCOPE OF SERVICES

Wetland Delineation

Modica & Associates will install sequentially numbered field flags or stakes at the landward limit of on-site jurisdictional wetlands in accordance with the wetland delineation methodologies set forth in Chapter 62-340 F.A.C. and the ACOE 1987 Wetland Delineation Manual, as appropriate.

Following completion of the delineation effort, we will provide a map to the project surveyor depicting the approximate location of each established wetland flag, to assist them in field location. This task includes travel to and from the project site.

Cost: \$350.00

Ecological Assessment Report

Modica & Associates will prepare an Ecological Assessment report that can be used for submittal to St. Johns River Water Management District (SJRWMD) for Environmental Resource Permitting (ERP). This report will detail the site conditions, and will include an ArcGIS map series of the project site. This report assumes that no wetland impact or upland buffer encroachment will be proposed. Additional services may be necessary if wetland or upland buffer impacts are necessary.

Cost: \$1,200.00

Wetland Line Review

Modica & Associates will accompany SJRWMD staff to conduct a review of the flagged wetland limits. This task will only be billed if the site inspection is requested by SJRWMD.

Cost: \$200.00

BILLING

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Reimbursable expenses including overnight or courier delivery services, out of office reproductions, etc. will be billed to the Client at cost. Mileage will be billed separately at a rate of \$0.55/mile. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

ADDITIONAL SERVICES

Any tasks not detailed in the above Scope of Work can be added at the request of the Client and will be considered Additional Services. Such tasks may include, but are not limited to: site inspection with regulatory agency personnel for the purpose of wetland delineation approval, wetland impact permitting, wetland mitigation design, non-compliance / enforcement resolution, threatened & endangered species permitting, ecological assessment and reporting, meetings with Client and/ or Engineer, and any other tasks not specifically indicated in the Scope of Work.

PROPOSAL FOR WETLAND DELINEATION LAKE AVENUE PARCEL CLERMONT, FLORIDA

AUTHORIZATION TO PROCEED

Accepted by:

Signature

Date

Name (Please Print)

Title

Billing contact:

Billing phone:

Billing fax:

Billing e-mail:

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

**CITY OF CLERMONT
LAKE AVENUE AND 7TH STREET
STORMWATER IMPROVEMENTS**

ENGINEERS:

Duane K. Booth, P.E., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
duanebooth@besandh.com

CLIENT:

James Kinzler, CPM, EA
Director of Environmental Services
City of Clermont
3335 Hancock Road
Clermont, Florida 34711
(352) 241-0178 - Phone
jkinzler@clermontfl.org

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK:

Provide civil engineering and surveying services to design, permit, and assist with construction management of stormwater treatment systems for two (2) locations along the north shore of Lake Winona. Location number one (1) is at the south end of 7th Street from the intersection with Linden Street south to the lake. Location number two (2) is Lake Street between Linden Street and Seminole Street.

SCOPE OF SERVICES:

TASK 001 SURVEY

Provide surveying services to locate existing right of way, above ground utilities, underground water and sewer utilities as marked by the City, curbing, asphalt, and topography. It is noted that the area between Lake Avenue right of way and Lake Winona is in dispute where as City has ownership by State Statute and not clear title. Survey wetland line as flagged by Modica & Associates. Locate 100-year flood elevation 98.80, normal water elevation and safe upland line.

FEE: \$7,680.00

TASK 002 TITLE SEARCH

Provide title and document research to assist surveyor in determining right of way and property lines. Search provided by Don O'Leary, American Title Insurance Agency, LLC.

FEE: \$600.00

TASK 003 ENGINEERING

Engineering design to include stormwater collection and treatment system to remove TSS, Nitrogen, and Phosphorus to the maximum extent possible within the upland area available for treatment. Stormwater treatment is anticipated to be by treatment boxes and shallow retention if land and soils permit.

7th Street improvements to extend 50 feet north and east of intersection of Linden Street. Removal of existing inlets, storm manholes and storm pipe, design of new collection system treatment structure and a single outfall to lake.

Lake Avenue improvements include reduction of pavement and removal of concrete flumes, design of new collection system, curbing and treatment structures and swales or shallow retention if land area and soils permit.

FEE: \$13,150.00

TASK 004 ENVIRONMENTAL ASSESSMENT AND WETLAND FLAGGING

Services to be provided by Modica & Associates. See attached proposal prepared by Modica & Associates for scope of services (Attachment "A"), incorporated herein.

FEE: \$2,050.00

TASK 005 GEOTECHNICAL INVESTIGATION (ANDREYEV ENGINEERING, INC.)

Conduct two (2) boring to 15 foot deep, one at each storm treatment location, collect tube sample and lab analysis for permeability.

FEE: \$1,800.00 (IF NEEDED)

TASK 006 SJRWMD SWERP PERMIT (IF REQUIRED)

Prepare drainage maps, calculations, and application for submittal and processing for stormwater permit. Preliminary conversations indicate that this project may be exempt from permit subject to impacts to wetlands.

FEE: \$2,500.00

TASK 007 BIDDING ASSISTANCE

Prepare specifications for project, attend pre-bid meeting, answer contractor RFI (request for additional information) during bid, and provide answers or clarification in form of addendums.

FEE: \$1,800.00

TASK 008 CONSTRUCTION ADMINISTRATION

All necessary inspections, final certifications and as-builts as required by permit conditions which consist of the following:

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit. Coordinate with utilities for sleeving plans and final designs to give to site contractor and client.

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

Review Contractor's Pay Requests and address any questions with client. Review As-Built drawings and coordinate final inspection with the City of Clermont.

Based upon the on-site observations and a signed and sealed as-built survey provided by a Florida Registered Surveyor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit as-built construction drawings and certifications of completions to the owner and the following State and local agencies as required:

- A. City of Clermont
- B. St. Johns River Water Management District

FEE: \$6,000.00

TASK 999 REIMBURSABLES

Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., blueprints, copies, mylars, reproductions, postage, etc.

FEE: \$3,000.00 (ESTIMATED)

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

SUMMARY FEE SCHEDULE

TASK 001	\$ 7,680.00
TASK 002	\$ 600.00
TASK 003	\$ 13,150.00
TASK 004	\$ 2,050.00
TASK 005 (if needed)	\$ 1,800.00
TASK 006	\$ 2,500.00
TASK 007	\$ 1,800.00
TASK 008	\$ 6,000.00
TASK 999	\$ 3,000.00
TOTAL	\$ 38,580.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Army Corp. of Engineers Dredge and Fill
2. Landscape/Irrigation Plans
3. Monumentation of wetlands for Conservation Easement
4. Sketch and Descriptions
5. FEMA Map Amendment
6. NPDES Permitting
7. Lighting/Photometric Design
8. Florida Fish and Wildlife Conservation Commission Permit
9. Mitigation
10. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, molars, reproductions, postage, etc.
11. Advance of permit fees, impact fees, title search fees, recording or advertising fees.
12. The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

HOURLY RATE SCHEDULE (2014)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.15
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$1.20
8 ½ x 14.....\$1.45
11 x 17.....\$1.70

Other Printing Services

24 x 36 Vellum.....\$9.00
24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$20.00

Other Services

Fax.....\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$10.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Clermont** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this

Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURUSANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

**LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO
ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS
PURSUANT TO THIS AGREEMENT.**

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

AUTHORIZATION TO PROCEED

PROPOSAL FOR CIVIL ENGINEER AND SURVEYING SERVICES AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ N/A

THIS PROPOSAL/AGREEMENT ACCEPTED THIS ____ DAY OF _____, 2014.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

Duane K. Booth, P.E.

By:

Title:

Principal

Title:

PROJECT: City of Clermont, Lake Avenue and 7th Street, Stormwater Improvements
CLIENT: James Kinzler, CPM, EA, Director of Environmental Services, City of Clermont
DATE: March 6, 2014, revised March 12, 2014, revised March 13, 2014

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Surplus Vehicles					
Requested Action					
Move to approve request to surplus two Police Department vehicles.					
Staff Report					
The Police Department is requesting to surplus two vehicles. The first vehicle (vin#2G1WF52EX39223972) to be surplusd is a 2003 Chevrolet Impala and has several mechanical issues. It has been recommended also by Fleet management to be surplusd. The vehicle was purchased on January 24, 2003 and has 103,498 miles. The second vehicle (vin#2B3AA4CV4AH120625) to be surplusd is a 2010 Dodge Charger. The vehicle was purchased in 2010. This vehicle was involved in a traffic crash on February 18, 2014 and has been declared a total loss by the City's insurance carrier.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
The actual cash value of the totaled vehicle is \$14,072 after the deductible is applied.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Surplus List Police Surplus Vehicles.docx					



The City of Clermont

Clermont Police Department Vehicles to be surplus

2010 black Dodge Charger, (Vehicle # 2171). 49,966 miles. Involved in a traffic crash and deemed damaged beyond repair. Purchased in 2010.

2003 Red Chevy Impala, (Vehicle # 2126). 103,498 miles. Several major mechanical and electrical issues not worth maintaining or repairing. Purchased in 2003.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Purchase Approval					
Requested Action					
Move to approve purchase of a used bucket truck from Ring Power Corporation in the amount of \$84,500.					
Staff Report					
The Public Works Department would like to purchase one 2008 GMC, Hi-Ranger TL45 articulating/telescoping bucket truck from Ring Power Corporation. The Public Works staff has examined the equipment and determined that the equipment is in good condition and will perform to their needs. Since this equipment is not new, it is considered impractical to follow the standard purchasing bidding procedures and therefore in accordance with the Purchasing Policy, the City Manager waived the requirements for the competitive selection procedures. The market value of the above mentioned bucket truck is estimated between \$88,000 and \$105,000 based on online research of similarly compared vehicles. The City's negotiated direct purchase price of this vehicle is \$84,500.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
The purchase amount is included in the current budget.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
\$84,500.00		10541-66400 Cap-Out Vehicles		\$84,500.00	
Exhibits Attached (copies of original agreements)					
1. Exhibit 1 - Quote from Ring Power Corp.			Exhibit 1 - Quote from Ring Power Corp.pdf		



Quotation

Page 1 of 8

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Will Courtney
Cell – (904) 300-5143
Fax – (904) 494-7606

02/26/2014

Quote Number: 73002009
Ref Demo: 76001016
IN17586 / /DK42396

City of Clermont
865 West Montrose Street
Clermont, FL

Attention: Tim Cayton

Qty.	Description
------	-------------

Qty.	Description
------	-------------

- | | |
|---|---|
| 1 | One (1) 2010 Terex-Utilities Hi-Ranger TL45 Articulating / Telescoping Aerial Device providing a working height of 49.3 ft (15.0 m) and a side reach of 33.5 ft (10.2 m) with a side mount platform. Unit will be mounted behind the cab. |
|---|---|

Design Criteria:

* Terex Telelect aerial devices are designed in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Platform Leveling:

- * Leveling is provided by a master/slave cylinder system.
- * A control a both the upper and lower control is provided.

Upper Controls:

- * "Control-Plus" single stick controller
- * Non-metallic control handle
 - * Dielectrically tested for limited secondary protection between the valve and handle.
 - * May provide limited secondary protection for operator depending on condition and cleanliness.
 - * Not rated for electrical protection, although it may provide limited secondary protection.
 - * Not intended to replace safe work practices or primary protection such as cover-up and personal protection equipment.
- * Enable lever must be actuated before operation.
- * Controls upper boom lift, boom extension and rotation.

Lower Control:

- * Individual control levers are located in an accessible location on the turntable.
- * The lower controls activate boom lift, boom extension, platform leveling, and rotation.
- * An upper/lower control selector provides override of platform controls, along with an emergency stop.

Lower Boom:

- * Constructed of high strength, rectangular steel tube with a rectangular bi-axial epoxy resin filament wound, high strength fiberglass insert providing an insulation gap of 16 inches.
- * The lower boom articulation is from 0 to 87 degrees.

Qty.	Description
	Upper Boom: * Aerial device upper boom is constructed of high strength steel. * The upper boom has an articulation of -40 to 75 degrees (Platform to reach the ground). * A boom rest with a cam style tie down strap is provided. Second Section Boom: * The second section boom is constructed of high strength filament wound fiberglass. * Extension of the second section is accomplished by a hydraulic cylinder. * The upper boom has a total insulation gap of 18 inches retracted and 62 inches extended for end mount platform. * (Note: Side mount platform will be reduced by 12 inches.) * Tapered non-metallic rollers mounted at the end of the second section boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking. Lower Boom Cylinder: * Single, threaded end gland design, double acting hydraulic lift cylinder equipped with integral holding valves. Upper Boom Cylinder: * A double acting hydraulic lift cylinder equipped with integral holding valve is provided. Extension Cylinder: * The boom cylinder is of threaded end gland design. * The cylinder is equipped with integral holding valves to prevent creep and hold the boom in position in the event of hose failure. Engine Throttle Control: * A two speed engine throttle control is provided at the upper controls. * The engine will advance to a pre-set speed when engaged and decrease to idle when disengaged. Boom Interlock: * To operate the boom the outriggers must be extended. Pedestal: * Square constructed pedestal is of welded high strength steel construction and designed with access holes for maintenance of hydraulic plumbing. * The pedestal top plate and turntable base plate are machined from a single piece of thick plate. Turntable: * The turntable is constructed of side plates with an offset configuration to provide maximum strength. * The steel bottom plate has provisions for attaching the outer race of the rotation bearing. Continuous Unrestricted Rotation: * A Terex Telelect 3 port hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation. * One 3/8 inch hydraulic port is available for options. * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor. * A 7/8 inch external hex shaft allows for manual rotation. * A 4-channel electric collector ring is provided.

Qty.	Description
	Rotation Bearing: * The rotation bearing is a heavy-duty "shear ball" bearing with external gear teeth utilizing polished alloy steel balls. * Both the inner and outer races are made from high-strength alloy steel and are heat treated to provide maximum life. * High strength grade 8 bolts attach the inner and outer races to the pedestal and turntable. ANSI Rating: * Aerial device is designed as a Category C machine and is dialectically tested and rated for operation up to 46,000 volts AC per ANSI/SIA A92.2-2001. Hydraulic System: * Full pressure, open center hydraulic system. * A 20 gallon hydraulic oil reservoir is built into the pedestal and is provided with a 60 mesh filler screen, baffles, 100 mesh suction screen with bypass, clean out access hole, dip stick and shut off valve. * A spin on type 10 micron return line filter is provided. * A relief is also provided. * Hydraulic hoses are equipped with permanent type fittings. Hydraulic Pump: * Hydraulic system requires a hydraulic pump that will provide 5 gpm at engine idle. Miscellaneous: * All metallic components of the complete aerial device are prime painted. * The fiberglass upper boom, boom inserts, platforms, and covers are white. * Includes two sets of operation, maintenance, and replacement parts manuals and all recommended decals.
1	Pedestal 58" With 20 Gallon Internal Tank: * To work with cab heights up to 70".
1	Platform 24" x 30" x 42": * One curbside mounted fiberglass platform with a rated capacity of 400 lbs. * Includes two (2) outside access steps with slip-resistant surface. * Includes a platform rest. * A safety harness with lanyard.
1	Insulated Platform Liner For 24" x 30" x 42" Platform: * Tested at 50 KV AC.
1	Vinyl Platform Cover For 24" x 30" Platform: * Waterproof with internal elastic cord around edge.
1	Dual Hydraulic Tool Outlets At Platform: * Installed at the platform to accommodate two open center hydraulic tools. * Provides 5 GPM at 2250 psi at engine idle.
1	Auxiliary Let Down: * Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

Qty.	Description
	Note: This includes a switch for activation at pedestal for electric or air function.
1	Hydraulic Platform Rotator: * Allows 105 degrees of forward hydraulic rotation and is controlled at the upper controls.
1	Hydraulic Platform Lift: * Adds 24 " of reach to published heights. * Restricts basket rotation to 90 degrees. * Reduces boom tip capacity by 100 lbs. * For side mount platform.
1	Insulated Engine Stop / Start: * Controlled from platform
1	Tubular Rubber Platform Rest: * Provides platform support during road travel
1	Upper Controls: * "Control-Plus" single stick controller (4-function) * Non-metallic control handle * Dielectrically tested for limited secondary protection between the valve and handle. * May provide limited secondary protection for operator depending on condition and cleanliness. * Not rated for electrical protection, although it may provide limited secondary protection. * Not intended to replace safe work practices or primary protection such as cover-up and personal protection equipment. * Enable lever must be actuated before operation. * Controls lower boom lift, upper boom lift, boom extension and rotation. ** NOTE: Will not work on a closed center system.
1	Electrical mini-box system.
1	1500-lb Hydraulic Articulating Side Mounted Jib And Winch: * Infinite positioning through the 125 degrees of articulation envelope with 1-6 ft of extension and 5 pinning positions every 17 inches. * Includes a 1500 lb full drum capacity self-locking worm gear winch. Includes jib and winch controls at platform controls and winch control at lower controls. * Includes 75' of 1/2" winch rope and hook.
1	Tie down kit.
1	Heavy Duty A-Frame Outriggers: * Hydraulic double acting outriggers including integral holding valves. * 144.4 " spread pin to pin and 155.9 " to outside of pads at 8 " penetration and 42 " frame height. * 13 " x 12 " swivel type stabilizer pads.
1	Controls For 1-Set Of Outriggers And Auxiliary Tool Outlets (Open center systems): * Recessed at rear of truck each side for ease of view for outrigger placement.
1	Pump for systems requiring 8 gallons per minute: * Fixed displacement vane pump providing 5 gallons per minute at 725 engine rpm and 8 gallons per minute at 1050 engine rpm with a 128% pto.

Qty. Description**UTILITY BODY**

- 1 LLB156 Utility Line Body:
- A. Dimensions
 - 156" overall length
 - 94" outside width
 - 58" bed width
 - 28" floor to top of body
 - 18" compartment depth
 - 46" compartment height
 - 24" horizontal compartment height
 - B. Compartmentation - Street Side
 - First Vertical (24") - 5 material hooks (1-3-1)
 - Second Vertical (24") - 2 adjustable shelves with 4 adjustable dividers each
 - Third Vertical (24") - 2 adjustable shelves with 4 adjustable dividers each
 - Horizontal (60") - 9 adjustable dividers in compartment bottom
 - Rear Vertical (24") - 5 material hooks (1-3-1)
 - C. Compartmentation - Curb Side
 - First Vertical (24") - 5 material hooks (1-3-1)
 - Second Vertical (24") - access steps to cargo area
 - Third Vertical (24") - 2 adjustable shelves with 4 adjustable dividers each
 - Horizontal (60") - 1 adjustable shelf with 9 adjustable dividers
 - Rear Vertical (24") - 5 material hooks (1-3-1)
 - D. Features
 - Full length shelf in top of street side compartments with rear drop door
 - Wheel chock storage (2) each side in wheel wells
 - Master door rod lock system
 - 16-gauge A60 double-sided galvaneal coated steel body exterior
 - 18/16-gauge A60 double-sided galvaneal coated steel door panels
 - 12-gauge treadplate floor
 - 12-gauge treadplate compartment tops
 - Rotary door latches and full-length stainless steel rod door hinge
 - Chain stops on doors and includes automotive bulb-type door seals
- 1 Frame and floor with installation of subframe and outriggers.
- 1 Tail shelf 30" long with 12-gauge treadplate top and smooth sides.
- 1 Recessed 7-Lamp Light Bar At Rear:
 * Rear bar includes four 4 inch light holes (2 ea side), 4 clearance light holes (2 ea side), and 3 lamp light cluster holes in center.
- 2 Grab handle.
- 2 Pool type pipe grab rail for tailshelf or for a flatbed.

INSTALLATION & ACCESSORIES

- 1 Install Aerial Device Behind Cab And Install All Associated Components:

Qty.	Description
	* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2001.
1	Chassis Spring Additions: * Build up left rear chassis springs to level vehicle.
1	Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
1	Power take off with indicator light for automatic transmission.
1	DOT Inspection.
1	Set chassis parameters.
2	Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle. * Includes outrigger pad storage.
2	Rubber wheel chocks with eye bolt.
1	Cable type gripstrut stirrup step.
1	Rigid stirrup step mounted on side access for ground to body access.
1	One pair of mud flaps with logo 30" tall.
1	Under body mounting kit for a pair of mud flaps.
1	Bracket for storing grounding cable.
1	2/0 Black Electrical Cable used for grounding per ASTM F855-04: * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp. * Three point grounding system for grounding vehicle during work operations. * Cable must be fully removed from bracket before use.
	NOTE! Purchaser to verify this meets their company's requirements for fault current.
1	Access steps to platform from top of body or flatbed floor.
1	Boom rest.
1	Peterson 7-lamp DOT Lighting Package: * Complies with FMVSS 108. * Includes required lights, junction box and wiring harness.
1	Lighted license plate bracket kit.
2	Preco 4242A amber strobe light with 4" tall & 6" dia. lens, and Preco BG4240 branch guard.
1	Remote engine stop / start control from rear of vehicle.
1	Back-up alarm to sound when the vehicle is shifted into reverse.

Qty.	Description
1	15 ton pintle hook: * Safety chain eyes. * Chassis frame reinforcements.
1	ICC rear bumper.
1	7-prong trailer socket.
1	Hour meter.
1	Fill with Hydraulic oil for general purpose use. * Refer to the product maintenance manual for specific type to be used.
1	Safety Kit consists of the following: *5-lb ABC fire extinguisher with bracket. *James King triangle reflector kit.
1	Paint line body one color up to 156". *Note - Paint under carriage black.
1	Paint TL aerial device one color.
1	Paint body floor with non-skid paint.
1	Paint compartment top with non-skid paint.

CHASSIS

1	2008 GMC 7500 108 CA 1GDM7C1BX8F418083
1	Front Axle 12,000 Rear Axle 13,900 25,900 GVWR with Air Brakes – CDL Required Rear payload Approximately 3,000#

Original Sales Price: \$105,000.00**Total Sales Price with Discount, Including
Delivery to Clermont, FL: \$84,500.00**

Accepted By:

PO Number: _____

Date: _____

Account Manager –Will Courtney/Scott Starkweather



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Resolution No. 2014-11					
Requested Action					
Move to adopt Resolution 2014-11 and execute the Third Amendment and Inter local agreement for the County to hold final \$267,500 until EPA Lien is satisfied or removed.					
Staff Report					
On January 9, 2009, the City and County entered into an Interlocal Agreement regarding a grant for the preservation of natural and historic resources. A Second Amendment to the Interlocal Agreement was entered into on March 27, 2013 that specified the County agreeing to reimburse the City for related improvements to conservation property in the amount of \$1,800,000. The conservation property is currently named Lake Hiawatha Preserve. As part of the Agreement, the City agreed to transfer approximately 141 acres of City property to the County for use as an active park. A portion of the property was purchased several years ago by the City with a grant/loan from the EPA to be used as a sprayfield. The terms of the EPA grant/loan provided that if the City ever sold the property, that the City would have to pay EPA a portion of the fair market value of the property purchased with the grant as determined at the time of the subsequent sale. This condition shows up as a lien on the property to be transferred and the City is obligated to satisfy the lien as part of the transfer to the County. As a result, the completion of the above-referenced transaction has been delayed pending a resolution of the EPA lien. Based on the purchase price of the property subject to the lien, the total amount that the EPA could be entitled to is \$267,500. Based on information received from EPA, staff believes that the actual payoff amount of the lien is \$147,125. In lieu of simply paying off the lien with City funds, staff has been working with the EPA and Congressman Webster's office to obtain a waiver of the payoff requirement and a release of the lien. This effort is in progress and we will know the results by late summer. The County has agreed to move forward with the transfer of the property and take the property subject to the EPA lien with a condition that \$267,500 of the \$1,800,000 reimbursement amount will be held back until such time as the lien is paid or waived. The amendment before you revises the agreement terms to allow for the property to close with this new condition. It is anticipated that the EPA lien will either be waived or paid off and the hold on the \$267,500 reimbursement amount will be removed. This amendment is in the best interest of the City because it will enable the City to close on the property transfer and obtain the reimbursement amount for the Lake Hiawatha project without advancing cash to satisfy the lien. Additionally, it will allow more time for Congressman Webster and staff to work with EPA, while eliminating any financial risk for the County.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					

1.	Resolution 2014-11	2014-11 lakehiawathasprayfiledamend3.doc
2.	Third Amendment	Interlocal w Clermont_03-10-14.doc
3.	Original Agreement	2009-16.pdf

CITY OF CLERMONT
RESOLUTION NO. 2014-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY ACCEPTING A \$1,800,000 GRANT FROM LAKE COUNTY FOR THE PRESERVATION OF NATURAL AND HISTORIC RESOURCES; PROVIDING FOR THE TRANSFER OF THE CITY'S ABANDONED SPRAYFIELD PROPERTY TO THE COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE THE GRANT AND TO TRANSFER THE PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve and accept the Third Amendment to that certain agreement for the acceptance of a \$1,800,000 natural and historic preservation grant from Lake County and the transfer to the County of approximately 141 +/- acres of real property owned by the City and formerly used as a sprayfield, subject to the conditions contained in the Agreement and all Amendments thereto.

SECTION 2.

The Mayor is authorized and directed to enter into the Third Amendment to the Interlocal Agreement attached hereto as Exhibit 'A' and the City Manager is authorized to execute any and all documents necessary to complete the grant process and transfer of property as set forth therein.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2014-11

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 25th day of March 2014.

CITY OF CLERMONT

Harold S. Turville, Jr.
Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
CLERMONT AND LAKE COUNTY, FLORIDA REGARDING GRANT FOR THE
PRESERVATION OF NATURAL AND HISTORIC RESOURCES**

This is a Third Amendment to an Interlocal Agreement by and between the **CITY OF CLERMONT, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "City") and **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County").

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, §163.01, et. seq., *Florida Statutes*, encourages local government units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, in March 2013, the parties entered into a Second Amended to the Interlocal Agreement between the City of Clermont and Lake County regarding Grant for the Preservation of Natural and Historic Resources regarding property described in Exhibit A (hereinafter "Clermont Property"), attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, promises, covenants and payments hereinafter set forth, and intending to be legally bound, the parties agree that the following provisions shall be added to the Interlocal Agreement dated January 9, 2007 as amended in April, 2008 and March 2013 (hereinafter "Interlocal Agreement"), as follows:

- I. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- II. **AMENDMENT.** The following provisions of this Third Amendment shall be added to and supplemental to the Interlocal Agreement. Nothing in this Third Amendment shall supersede the provisions of the Interlocal Agreement unless this amendment specifically so states.
 - A. Paragraph IV.B., of the Second Amendment provided that City would deliver a Statutory Warranty Deed for the Clermont Property free and clear of all liens. The title search indicated that there is a lien in favor of the U.S. Environmental Protection Agency in the amount of approximately \$267,500.00.
 - B. City is diligently working with the U.S. Environmental Protection Agency to get the lien released, but the parties wish to go forward with the transfer in advance of such release.
 - C. The Second Amendment is therefore amended to authorize transfer of the Clermont Property with the U.S. Environmental Protection Agency lien encumbering the property.
 - D. The Second Amendment is further amended to provide that the County obligation to provide reimbursement of City's Expenses for the Conservation Property shall be reduced by \$267,500.00, the amount of the U.S. Environmental protection lien. Should such lien be released, this paragraph shall terminate and the County will be responsible for the full One Million Eight Hundred Thousand Dollar (\$1,800,000.00) provided for in the Second Amendment.
- III. **EFFECTIVE DATE.** The Effective Date of this Third Amendment is the date it is last executed by any of the parties.

IV. **TERMINATION.** If any party hereto terminates this Third Amendment under any of the applicable provisions, this Third Amendment shall be terminated, and all parties shall be relieved of all obligations set forth herein. All other provisions of the Interlocal Agreement shall remain in full force and effect.

V. **MODIFICATION.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith.

VI. **INCORPORATION.** This Third Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this agreement that are not contained in this document.

VII. **SCOPE OF AGREEMENT.** This Third Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Third Amendment, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Third Amendment repeals and replaces any prior representations, statements, or agreements concerning the subject of this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014; and City through its Mayor, authorized to execute same by City Commission action on the ____ day of _____, 2014.

COUNTY

LAKE COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

ATTEST:

Jimmy Conner

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

This ____ day of _____, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

CITY

CITY OF CLERMONT, FLORIDA

ATTEST:

Harold Turville, Jr.
Mayor

Tracy Ackroyd
City Clerk

This ____ day of _____, 2014.

Approved as to form and legality:

Daniel F. Mantzaris
City Attorney

EXHIBIT A – PAGE 1 OF 1

(Clermont Property Description)

DESCRIPTION

ALL THAT PART OF TRACTS 54, 55, AND 60 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST, AND THAT PART OF TRACTS 5 AND 6 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT OF GROVELAND FARMS AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, NOT LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIPTION:
THAT PART OF SECTIONS 21 AND 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE NORTH 01°13'38.9" WEST ALONG THE EAST LINE OF SAID SECTION 719.82 FEET; THENCE SOUTH 89°21'54.9" WEST 566.36 FEET; THENCE SOUTH 82°24'48.8" WEST 337.44 FEET; THENCE NORTH 79°59'29.2" WEST 1156.55 FEET; THENCE SOUTH 0°55'12.8" EAST 268.25 FEET; THENCE SOUTH 89°42'53.2" WEST 660 FEET; THENCE SOUTH 0°55'12.8" EAST 34.79 FEET; THENCE SOUTH 28°00' EAST 296.89 FEET; THENCE SOUTH 48°00' EAST 482.11 FEET; THENCE SOUTH 62°41'50.9" EAST 314.23 FEET; THENCE SOUTH 13°33'14.4" WEST 145 FEET; THENCE SOUTH 17°11'06.2" EAST 291.11 FEET; THENCE SOUTH 57°11'36.5" EAST 231.3 FEET; THENCE NORTH 88°56'48.8" EAST 1686.7 FEET TO A POINT ON THE EAST LINE OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE NORTH 0°02'50.2" EAST ALONG SECTION LINE 678.71 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF SECTIONS 21 AND 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE NORTH 01°13'38.9" WEST ALONG THE EAST LINE OF SAID SECTION 719.82 FEET; THENCE SOUTH 89°21'54.9" WEST 566.36 FEET; THENCE SOUTH 82°24'48.8" WEST 337.44 FEET; THENCE NORTH 79°59'29.2" WEST 1156.55 FEET; THENCE SOUTH 0°55'12.8" EAST 268.25 FEET; THENCE SOUTH 89°42'53.2" WEST 660 FEET; THENCE SOUTH 0°55'12.8" EAST 34.79 FEET; THENCE SOUTH 28°00' EAST 296.89 FEET; THENCE SOUTH 48°00' EAST 482.11 FEET; THENCE SOUTH 62°41'50.9" EAST 314.23; THENCE SOUTH 13°33'14.4" WEST 145 FEET; THENCE SOUTH 17°11'06.2" EAST 291.11 FEET; THENCE SOUTH 57°11'36.5" EAST 231.3 FEET; THENCE NORTH 88°56'48.8" EAST 1686.7 FEET TO A POINT ON THE EAST LINE OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE NORTH 0°02'50.2" EAST ALONG SECTION LINE 678.71 FEET TO THE POINT OF BEGINNING.

AND

TRACT 12, GROVELAND FARMS, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, AND BEGIN 275 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 9, GROVELAND FARMS, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST; RUN THENCE NORTH TO THE NORTHEAST CORNER OF THE SAID TRACT 9; RUN THENCE WEST TO THE NORTHWEST CORNER OF TRACT 11; RUN THENCE SOUTH TO THE SOUTHWEST CORNER OF TRACT 11; RUN THENCE EAST 645 FEET; RUN THENCE NORTH 10 FEET; RUN THENCE EAST TO A POINT 196 FEET WEST OF THE EAST LINE OF TRACT 9; RUN THENCE NORTHEASTERLY TO THE POINT OF BEGINNING; ALL IN GROVELAND FARMS, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 5, 6, 7, 8, 11, 12, 54, 55, 57, 58, 59, 60 AND A PORTION OF TRACTS 9, 10 AND 56 AND CERTAIN INTERNAL RIGHTS OF WAY TO THOSE TRACTS, ACCORDING TO THE PLAT OF 'GROVELAND FARMS' AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTIONS 21 AND 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 88°45'43" WEST ALONG THE SOUTH LINE OF SECTION 21 FOR 12.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT 57 AND TO THE POINT OF BEGINNING; THENCE NORTH 01°13'39" WEST ALONG THE EASTERLY BOUNDARY OF SAID TRACT 57 AND THE EASTERLY BOUNDARY OF AFORESAID TRACT 56 FOR 719.95 FEET TO THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 783, PAGE 960 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: RUN SOUTH 89°21'55" WEST FOR 554.36 FEET; THENCE SOUTH 82°24'49" WEST FOR 98.87 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT 55; THENCE NORTH 01°13'10" WEST ALONG SAID EASTERLY BOUNDARY FOR 609.45 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT 55; THENCE SOUTH 88°52'08" WEST ALONG SAID NORTHERLY BOUNDARY AND THE NORTHERLY BOUNDARY OF AFORESAID TRACT 54 FOR 1329.01 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT 54; THENCE SOUTH 01°12'11" EAST ALONG SAID WESTERLY BOUNDARY FOR 663.39 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TRACT 60; THENCE SOUTH 88°48'55" WEST ALONG SAID NORTHERLY BOUNDARY FOR 652.60 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT 60; THENCE SOUTH 01°11'42" EAST ALONG SAID WESTERLY BOUNDARY FOR 664.00 FEET TO THE NORTHWEST CORNER OF AFORESAID TRACT 5; THENCE SOUTH 00°58'43" EAST ALONG THE WESTERLY BOUNDARY OF SAID TRACT 5 AND THE WESTERLY BOUNDARY OF AFORESAID TRACT 12 FOR 1341.59 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT 12; THENCE NORTH 89°04'20" EAST ALONG SAID SOUTHERLY BOUNDARY AND THE SOUTHERLY BOUNDARY OF AFORESAID TRACT 11 FOR 1293.77 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT 11; THENCE NORTH 00°29'08" WEST ALONG SAID EASTERLY BOUNDARY FOR 10.00 FEET; THENCE NORTH 89°04'20" EAST ALONG A LINE 10.00 FEET NORTHERLY OF WHEN MEASURED AT RIGHT ANGLE TO THE SOUTHERLY BOUNDARY OF AFORESAID TRACTS 10 AND 9 FOR 1121.83 FEET TO A POINT 196.00 FEET WESTERLY OF THE EAST LINE OF SAID TRACT 9; THENCE NORTH 36°09'49" EAST FOR 332.17 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT 9 LYING 275.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF TRACT 9; THENCE NORTH 00°00'08" EAST ALONG THE EASTERLY BOUNDARY OF SAID TRACT 9 AND THE EASTERLY BOUNDARY OF AFORESAID TRACT 8 FOR 1081.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.53 ACRES, MORE OR LESS.

A/K/A Alt Keys 1103231, 2546204, 1029392, 1029406

**AGREEMENT
BETWEEN
LAKE COUNTY
AND
THE CITY OF CLERMONT
RELATING TO THE CLERMONT SPRAYFIELD PROPERTY**

This is an Agreement between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Clermont, a municipal corporation pursuant to the Laws of the State of Florida, hereinafter referred to as "City."

WHEREAS, City owns property located in south Lake County which has been used in conjunction with the City wastewater facility, and

WHEREAS, City will no longer need such property for such use after August 1, 2009, and

WHEREAS, County is desirous of providing recreational facilities in the South Lake area, and has determined that the property owned by City would be suitable for use as a recreation facility, and

WHEREAS, City recognizes the need for additional recreational facilities in the South Lake area, and is interested in aiding County in its efforts to provide such facilities, and

WHEREAS, City has agreed to sell such property to County, on favorable terms, so long as County agrees to develop such property into recreational facilities within a reasonable time, and

WHEREAS, City is authorized by its charter and applicable law to sell such property to County, and County is authorized by applicable law to purchase such property.

NOW THEREFORE it is agreed between City and County as follows:

1. **GRANT OF OPTION.** City hereby grants to County the exclusive option (hereafter, the "Option") to purchase the real property located in Lake County, Florida, described in **Exhibit "A"**, together with all timber, transferable development rights, improvements, easements, rights-of-way, appurtenances, hereditaments, and riparian and littoral rights, if any (hereinafter the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding on execution of this Agreement, but exercise of the Option is subject to approval by County and is effective only if County gives written notice of exercise to City during the Option Period (as that term is defined below). The Option may be exercised during the period beginning with the date the City executes this Agreement (the "Effective Date") and ending one hundred and thirty-five (135) days after such execution (the "Option Expiration Date") (the period of time between the Effective Date to and including the Option Expiration Date is the "Option Period"), unless otherwise extended by mutual agreement of the parties. If City does not date this Agreement, then the Effective Date shall be the date this Agreement, signed by City, is received by the County. The closing agent for the Closing (as that term is defined below) will be chosen by City (hereinafter the "Closing Agent").

2. PURCHASE PRICE. In the event that County exercises the Option, the purchase price for the Property will be FOUR MILLION ONE HUNDRED THOUSAND NO/100 DOLLARS (\$4,100,000.00) (the "Purchase Price") which, after credit for the Deposit (as that term is defined below), and subject to appropriate credits, adjustments and prorations as set forth in this Agreement, will be paid by County to City as follows in cash, by County warrant, or by wire transfer of immediately available funds TWENTY-FIVE THOUSAND DOLLARS (\$25,000) at closing, thereafter, the sum of EIGHT HUNDRED ~~TWENTY~~ ^{FIFTY} THOUSAND DOLLARS (\$815,000.00) shall be paid on November 1, 2012, and a like sum plus accrued interest on November 1, 2013, November 1, 2014, November 1, 2015 and November 1, 2016 by County to City as consideration for such sale in the event County exercises the Option. Interest shall start accruing on November 2, 2012 and paid by County to City at the rate of four (4) percent per annum on the outstanding balance as of November 2, 2012.

3. DEPOSIT. On or before the third (3rd) business day after the Effective Date, County shall deposit with the Clerk of the Circuit Court, a deposit in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "Initial Deposit") (the Initial Deposit, together with any additional sums deposited by County and all interest accruing on any of the foregoing, shall collectively be referred to herein as the "Deposit"). Failure of County to deposit the Initial Deposit with the Clerk of the Circuit Court on or before the third (3rd) business day after the Effective Date shall be an immediate default under this Agreement by County, whereupon, in that instance, City may (a) terminate this Agreement upon written notice thereof to County, or (b) City may pursue any other remedies available to City hereunder. All interest earned on the Deposit shall held for the benefit of the County, but shall be distributed in proportion to the distribution of the Deposit. Except as otherwise provided herein, the Deposit shall be applied against the Purchase Price at the Closing or refunded or forfeited in accordance with the terms and conditions of this Agreement.

4. TITLE. City represents that they are the owners in fee simple of the Property and that they are authorized to execute and deliver this Agreement. City agrees to convey good, marketable, and insurable title to the Property by Statutory Warranty Deed in accordance with the provisions of Section 689.02, Florida Statutes, in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of County and do not impair the marketability of the title to the Property except as provided herein. It is the intention of the parties to this Agreement that the Property to be conveyed shall include all timber, transferable development rights, improvements, easements, rights-of-way, appurtenances, hereditaments, and riparian and littoral rights, if any, in any way appertaining to the Property and/or the entire tract of which said Property is a part, including but not limited to any right, title, and interest of the City in and to public roadways or public alleys.

5. INSPECTION PERIOD. It is understood and agreed that County's sole reason for purchasing the Property is to utilize the Property for recreational park/ball parks (hereinafter referred to as the "intended use"), and that County is unable to enjoy the Property for any other purpose. Therefore, it is agreed that County's obligations hereunder shall be subject to the following conditions and provisions for County's benefit, any of which may be waived by County, and City agrees to provide the County with such assistance as may be reasonably required to satisfy these conditions

A. The receipt by County of reports from engineering and environmental tests and investigations, ordered at County's expense, indicating that the Property is free from

contamination and/or hazardous waste and suitable, in County's sole judgment, for County's intended use. If further investigations, testing, monitoring or environmental site assessments are required by the County to determine the existence or extent of Hazardous Materials on the Property, County, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the County's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental law, regulation, ordinance, code, rule, judgment, or decrees. County shall have the option, in County's sole judgment, to terminate this Agreement if Hazardous Materials and/or contamination are found on the Property.

Further, if County elects to move forward with the purchase, City shall indemnify and save harmless and defend County, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. City shall defend, at City's sole cost and expense, any legal action, claim or proceeding instituted by any person against County as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. City shall save County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. Nothing herein shall act as or be deemed a waiver of any sovereign immunity that County and/or City may enjoy.

The limitation herein on City's contractual obligation to indemnify County as specified in this paragraph shall not be construed to limit City's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit County's legal and equitable remedies against City under any Environmental Law for Hazardous Materials located on the Property.

B. The receipt by County of engineering and other inspections and investigations, ordered at County's expense, indicating that all improvements, appurtenances, and equipment on the Property, if any, are in good working operating condition and repair and are suitable, in County's sole judgment, for County's intended use, all of which shall be on the Closing Date as hereafter defined, in the same conditions as existed on the date of County's execution of this Agreement, ordinary wear and tear only excepted.

C. County's obtaining, at its option, all necessary permits, licenses, permissions, or other governmental authorizations required by governmental agencies to maintain and operate a facility, if any are to be constructed, for County's intended use.

D. County obtaining an accurate, complete and certified survey of the Property ordered at County's expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. County shall notify City of its objection to any matter disclosed by such survey and City shall have 30 days to eliminate County's objection.

E. The absence of all restrictions including, but not limited to, deed restrictions, protective covenants, and zoning ordinances which would prevent County from using the Property for its intended use, except for any such restrictions imposed by County.

F. The availability of utilities including, but not limited to, electric, water, sanitary sewer, storm sewer, and telephone located at the Property line in the public right-of-way and available for County's immediate use at no more than the customary charge for connection to each such utility.

G. The receipt by County of permission from the appropriate governmental authority other than County to make any median or curb cuts which may be required by County for ingress and egress to the Property from all lanes of traffic on all streets or highways on which the Property abuts.

H. The receipt by County of a standard ALTA title insurance commitment issued by the Closing Agent for the amount of the Purchase Price. City shall provide at City's expense the initial title commitment and update, and an Owner's Title Insurance Policy, which shall insure marketable title to the Property in the amount of the Purchase Price. If the title insurance commitment furnished pursuant to this Agreement discloses any defects in title which are not acceptable to County, City shall, within 30 days after notice from County, remove said defects in title. City agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from City's proceeds. If City is unsuccessful in removing the title defects within said time, County shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by County, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time City has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing County and City from all further obligations under this Agreement. If City fails to make a diligent effort to remove the title defects, City shall be in default and the default provisions of this Agreement shall apply.

I. Approval by the Lake County Board of County Commissioners of this Agreement after 30 days public notice.

J. Contingent upon legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

If any conditions above cannot be satisfied within 120 days from the date the City executes this Agreement, by County's good faith efforts, County shall have the option to terminate this Agreement by sending written notification thereof to City prior to the expiration of the 120 days. In the event of termination, the Option Payment, and any accrued interest, shall be returned to the County, and this Agreement shall be deemed null and void. Notice of non-fulfillment and termination shall be given to City in accordance with the Notice provisions contained herein. If the County fails to notify the City that County is terminating this Agreement due to the non-fulfillment of one or more of the above conditions within this 120 day period all such conditions are deemed to have been waived by County.

6. RIGHT OF ENTRY. The City does hereby grant the County and County's agents the right to enter upon the Property, at reasonable times, and upon reasonable notice to City, at any time after County makes the payment of the Initial Deposit until the earlier of (a) this Agreement is Terminated, or (b) the Closing Date, for all lawful purposes in connection with this Agreement, including the right to make surveys, and perform all necessary engineering and environmental investigations. It is expressly provided, however, that County and any agent or

assignee of County who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold City harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the Closing. Prior to entry onto the Property, every agent or contractor of County shall deliver to City a certificate evidencing such agents or contractors general public liability coverage in amounts of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, listing City as an additional insured thereunder.

7. TAXES AND ASSESSMENTS. City shall satisfy all real estate taxes and assessments that are or may become a lien against the Property, in accordance with Section 196.295, Florida Statutes.

8. CLOSING. If County exercises the Option, the closing on the sale and purchase of the Property (the "Closing") shall take place in escrow according to the general provisions of the escrow closing then in use by the Closing Agent on ~~October 30, 2009~~ ^{Jan 13, 2018} (the "Closing Date"), unless extended by other provisions of this Agreement. The Closing shall be held at the offices of the Closing Agent as selected by City, or such other place as may be agreed to by the parties. The Closing Agent's charges for such escrow closing shall be borne equally by the parties or by mail away closing. The cost of any documentary stamp taxes or other taxes or fees levied in connection with the sale, purchase, or transfer of title to the Property shall be borne by the non-exempt party in accordance with Chapter 201, Florida Statutes. City shall be responsible for all costs and expenses associated with transferring marketable title to the County, including any fees charged by a mortgage company for a full or partial release, of any mortgage encumbering the Property. County shall be responsible for the cost of recording the deed. On the Closing Date the City shall deliver to the County:

- a. Duly executed Deed herein;
- b. Possession of the Property Premises;
- c. Duly executed affidavit of City stating under penalty of perjury the City's U.S. Taxpayer Identification Number, and that the City is not a "foreign person" within the meaning of the Internal Revenue Code (the "Code") for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984. City acknowledges that City's failure to furnish such affidavit shall require County to withhold from the Purchase Price an amount required by the Code and such withheld amount shall be deemed to be a portion of the Purchase Price paid to City for purposes of this Agreement;
- d. Instruments in form and substance satisfactory to the parties and the Closing Agent evidencing the status, capacity and authority of the parties and its representatives to consummate the transaction contemplated by this Agreement;
- e. Duly executed affidavit of City to the effect that (i) there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, (ii) there are no mechanics', materialmen's, or laborers' liens against the Property and (iii) that City is unaware of any violations of municipal ordinances pertaining to the Property.

f. Promissory note setting forth the payment obligations described in Section 2 above and providing that interest shall start accruing on November 2, 2012 at the rate of four (4) percent per annum on any unpaid balance as of November 2, 2012.

9. POST CLOSING MATTERS. The matters stated in this paragraph shall survive the closing and shall be enforceable by the parties after closing.

a. The obligation of County to make the payments described above shall survive the closing and will be enforceable by City should County fail to make the payments as they become due. Any payment not made on the payment date shall bear interest at the rate of six percent (6%).

b. As an inducement to City to sell the Property to County on the favorable terms of this agreement, County has promised that it will make improvements to the Property which cost a minimum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) on or before November 1, 2012. Such improvements shall be improvements that are necessary to make the property suitable for recreational use, and shall include any necessary infrastructure costs. Should County fail to make the investment required by this paragraph, the full outstanding and unpaid balance of the purchase price shall immediately become due and payable. Should unforeseen developments occur, County shall have the right to seek an extension of the November 1, 2012 date, such request shall not be unreasonably denied by City. For purposes of this paragraph, an unforeseen development shall not include lack of funds, but shall be matters which delay permitting or construction of the facilities on the Property. Furthermore, County agrees to as soon as reasonably possible and in no event later than twelve (12) months from Closing provide to City a proposed concept plan for said improvements. Whereupon City shall have the right to review and make appropriate comments on the plans. County agrees, to the extent reasonably possible to consider City's comments as part of the plans for the development of the Property.

10. RISK OF LOSS AND CONDITION OF PROPERTY. City assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to County in the same or essentially the same condition as of the date of City's execution of this Agreement except for (i) ordinary wear and tear, (ii) damage caused by the elements, and (iii) damage caused by County or its agents, representatives, employees, or any other party performing services for the County during the Inspection Period. If the condition of the Property is materially or substantially altered, by an act of God or other natural force beyond the control of City, however, County may elect, at its sole option, to terminate this Agreement by written notice thereof to City, and thereupon neither party shall have any further obligations under this Agreement. If County terminates under this provision, County shall be entitled to a full refund of the Deposit. City represents and warrants that there are no parties other than City in occupancy or possession of any part of the Property.

All wells, if any located on the Property shall be duly abandoned at the City's sole cost and expense prior to the exercise of the Option unless this requirement is waived by County in writing, or which may be required to remain, as necessary to comply with the terms or conditions of any regulatory agency conditions, order or permit related to the closure of the City's operational permit for the spray field.

City agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the reasonable satisfaction of the County prior to exercise of the Option by County.

11. DEFAULT.

a. City's Default. In the event City fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, undertakings or obligations to be performed by City under the terms and provisions of this Agreement, that are not due to County's breach or default, and such failure continues for thirty (30) days following notice thereof in writing from County, then County may, as County's sole and exclusive remedies for any such breach or default, and upon written notice to City and Escrow Agent, (i) terminate this Agreement and receive an immediate refund of the Deposit, and thereupon neither party shall have any further liabilities or obligations hereunder; or (ii) move to specifically enforce the terms of this Agreement.

b. County's Default. In the event County fails to comply with or perform any of the covenants, agreements, undertakings or obligations to be performed by County under the terms and provisions of this Agreement, that are not due to City's breach or default, and such failure continues for thirty (30) days following notice thereof in writing from City, then City may, as City's sole and exclusive remedies for any such breach or default, (i) upon written notice to City and Escrow Agent, receive the Deposit actually paid by County to the date of such breach or default from Escrow Agent as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except for those obligations which expressly survive the termination of this Agreement; or (ii) seek to recover damages from City related to this Agreement and the Property. In the event that City elects option (i) above, County and City acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by City as a result of any breach or default by County hereunder and agree that such liquidated damages are a reasonable estimate of such damages.

12. BROKERS. County and City each warrant to the other that no real estate broker or agent is entitled to any commission or fee whatsoever with respect to this transaction, and each party will indemnify and hold the other party harmless from and against any and all claims by all other real estate brokers or agents with respect to this transaction to the extent authorized by Florida law.

13. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

14. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, there shall be added in lieu thereof, a provision(s) as similar in terms to such provision as is possible and still be legal, valid and enforceable.

15. SUCCESSORS IN INTEREST; ASSIGNMENT. This Agreement shall bind and inure to the benefit of City and County and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders. Notwithstanding the foregoing, this Agreement may not be assigned by County without the express written consent of City, which consent may be granted, conditioned or denied in City's sole discretion.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and

contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if it becomes necessary to amend the legal description of the Property to correct errors in the legal description of the Property, the legal description will be amended by the parties.

17. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

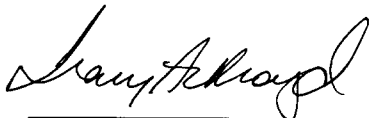
18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

19. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. Notices shall be deemed given when actually delivered.

20. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of City set forth in this Agreement shall survive the closing, the delivery and recording of the deed and County's possession of the Property.

21. IF THIS INSTRUMENT IS NOT EXECUTED BY THE CITY, ON OR BEFORE JUNE 30, 2009. THIS OFFER SHALL BE NULL AND VOID. COUNTY'S EXERCISE OF THIS OPTION IS SUBJECT TO APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

ATTEST:



Tracy Ackroyd, Town Clerk,

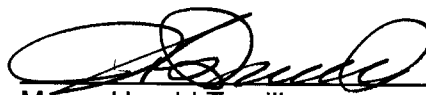
Approved as to form and legality:



Daniel F. Mantazaris
City Attorney

CITY

CITY OF CLERMONT,
through its CITY COUNCIL

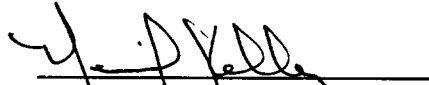


Mayor Harold Turville
This 11th day of August, 2009

Agreement Between Lake County and City of Clermont Relating to the Clermont Sprayfield.

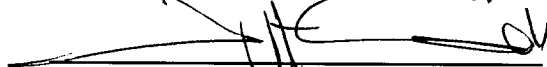
COUNTY

ATTEST:



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

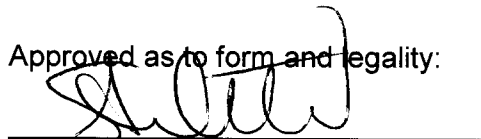
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Welton G. Cadwell, Chairman

This 21st day of July, 2009

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

LEGAL DESCRIPTION – EXHIBIT A

ALL THAT PART OF TRACTS 54, 55, AND 60 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST, AND THAT PART OF TRACTS 5 AND 6 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT OF GROVELAND FARMS AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, NOT LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIPTION:

THAT PART OF SECTIONS 21 AND 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE NORTH 01°13'38.9" WEST ALONG THE EAST LINE OF SAID SECTION 719.82 FEET; THENCE SOUTH 89°21'54.9" WEST 566.36 FEET; THENCE SOUTH 82°24'48.8" WEST 337.44 FEET; THENCE NORTH 79°59'29.2" WEST 1156.55 FEET; THENCE SOUTH 0°55'12.8" EAST 268.25 FEET; THENCE SOUTH 89°42'53.2" WEST 660 FEET; THENCE SOUTH 0°55'12.8" EAST 34.79 FEET; THENCE SOUTH 28°00' EAST 296.89 FEET; THENCE SOUTH 48°00' EAST 482.11 FEET; THENCE SOUTH 62°41'50.9" EAST 314.23 FEET; THENCE SOUTH 13°33'14.4" WEST 145 FEET; THENCE SOUTH 17°11'06.2" EAST 291.11 FEET; THENCE SOUTH 57°11'36.5" EAST 231.3 FEET; THENCE NORTH 88°56'48.8" EAST 1686.7 FEET TO A POINT ON THE EAST LINE OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE NORTH 0°02'50.2" EAST ALONG SECTION LINE 678.71 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF SECTIONS 21 AND 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE NORTH 01°13'38.9" WEST ALONG THE EAST LINE OF SAID SECTION 719.82 FEET; THENCE SOUTH 89°21'54.9" WEST 566.36 FEET; THENCE SOUTH 82°24'48.8" WEST 337.44 FEET; THENCE NORTH 79°59'29.2" WEST 1156.55 FEET; THENCE SOUTH 0°55'12.8" EAST 268.25 FEET; THENCE SOUTH 89°42'53.2" WEST 660 FEET; THENCE SOUTH 0°55'12.8" EAST 34.79 FEET; THENCE SOUTH 28°00' EAST 296.89 FEET; THENCE SOUTH 48°00' EAST 482.11 FEET; THENCE SOUTH 62°41'50.9" EAST 314.23; THENCE SOUTH 13°33'14.4" WEST 145 FEET; THENCE SOUTH 17°11'06.2" EAST 291.11 FEET; THENCE SOUTH 57°11'36.5" EAST 231.3 FEET; THENCE NORTH 88°56'48.8" EAST 1686.7 FEET TO A POINT ON THE EAST LINE OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE NORTH 0°02'50.2" EAST ALONG SECTION LINE 678.71 FEET TO THE POINT OF BEGINNING.

AND

TRACT 12, GROVELAND FARMS, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, AND BEGIN 275 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 9, GROVELAND FARMS, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST; RUN THENCE NORTH TO THE NORTHEAST CORNER OF THE SAID TRACT 9; RUN THENCE WEST TO THE NORTHWEST CORNER OF TRACT 11; RUN THENCE SOUTH TO THE SOUTHWEST CORNER OF TRACT 11; RUN THENCE EAST 645 FEET; RUN THENCE NORTH 10 FEET; RUN THENCE EAST TO A POINT 196 FEET WEST OF THE EAST LINE OF TRACT 9; RUN THENCE NORTHEASTERLY TO THE POINT OF BEGINNING; ALL IN GROVELAND FARMS, SECTION 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 5, 6, 7 8, 11, 12, 54, 55, 57, 58, 59, 60 AND A PORTION OF TRACTS 9, 10 AND 56 AND CERTAIN INTERNAL RIGHTS OF WAY TO THOSE TRACTS, ACCORDING TO THE PLAT OF 'GROVELAND FARMS' AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTIONS 21 AND 28, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 88°45'43" WEST ALONG THE SOUTH LINE OF SECTION 21 FOR 12.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT 57 AND TO THE POINT OF BEGINNING; THENCE NORTH 01°13'39" WEST ALONG THE EASTERLY BOUNDARY OF SAID TRACT 57 AND THE EASTERLY BOUNDARY OF AFORESAID TRACT 56 FOR 719.95 FEET TO THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 783, PAGE 960 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: RUN SOUTH 89°21'55" WEST FOR 554.36 FEET; THENCE SOUTH 82°24'49" WEST FOR 98.87 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT 55; THENCE NORTH 01°13'10" WEST ALONG SAID EASTERLY BOUNDARY FOR 609.45 FEET TO THE NORTHERLY BOUNDARY OF SAID TRACT 55; THENCE SOUTH 88°52'08" WEST ALONG SAID NORTHERLY BOUNDARY AND THE NORTHERLY BOUNDARY OF AFORESAID TRACT 54 FOR 1329.01 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT 54; THENCE SOUTH 01°12'11" EAST ALONG SAID WESTERLY BOUNDARY FOR 663.39 FEET TO THE NORTHERLY BOUNDARY OF AFORESAID TRACT 60; THENCE SOUTH 88°48'55" WEST ALONG SAID NORTHERLY BOUNDARY FOR 652.60 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT 60; THENCE SOUTH 01°11'42" EAST ALONG SAID WESTERLY BOUNDARY FOR 664.00 FEET TO THE NORTHWEST CORNER OF AFORESAID TRACT 5; THENCE SOUTH 00°58'43" EAST ALONG THE WESTERLY BOUNDARY OF SAID TRACT 5 AND THE WESTERLY BOUNDARY OF AFORESAID TRACT 12 FOR 1341.59 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT 12; THENCE NORTH 89°04'20" EAST ALONG SAID SOUTHERLY BOUNDARY AND THE SOUTHERLY BOUNDARY OF AFORESAID TRACT 11 FOR 1293.77 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT 11; THENCE NORTH 00°29'08" WEST ALONG SAID EASTERLY BOUNDARY FOR 10.00 FEET; THENCE NORTH 89°04'20" EAST ALONG A LINE 10.00 FEET NORTHERLY OF WHEN MEASURED AT RIGHT ANGLE TO THE SOUTHERLY BOUNDARY OF AFORESAID TRACTS 10 AND 9 FOR 1121.83 FEET TO A POINT 196.00 FEET WESTERLY OF THE EAST LINE OF SAID TRACT 9; THENCE NORTH 36°09'49" EAST FOR 332.17 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT 9 LYING 275.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF TRACT 9; THENCE NORTH 00°00'08" EAST ALONG THE EASTERLY BOUNDARY OF SAID TRACT 9 AND THE EASTERLY BOUNDARY OF AFORESAID TRACT 8 FOR 1081.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.53 ACRES, MORE OR LESS.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, March 25, 2014		
Agenda Item Name		
Purchase Approval and Budget Amendment		
Requested Action		
Move to approve purchase of one Police Department vehicle from Auto Nation Central Florida and budget amendment.		
Staff Report		
The Purchasing Division and Police Department recommend approval of the above action. The Police Department contacted the Purchasing Division to determine the most effective manner to replace a vehicle that was involved in a traffic accident on February 18th and declared a total loss. The Florida Sheriff's Association contract number 13-21-0904 provided the best option for the services needed. The Florida Sheriff's Association contract for police rated vehicles/ motorcycles, sedans & light trucks was competitively bid throughout the State of Florida vehicle dealers. Contract 13-21-0904 was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) 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 ten (10) calendar days. At the completion of the RFI, the Purchasing Manager did not receive any interest from local vendors. Based on this, staff recommends that the City Council approve to piggyback the Florida Sheriff's Association contract number 13-21-0904 to purchase one (1) 2014 Dodge Charger (LDDE48) full-size police rated sedan, RWD, specifications #3 from AutoNation Central Florida in the amount of \$35,000. .		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Purchase is not included in the current year budget. A budget amendment to the General Fund is proposed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$35,000.00	10521-66400 CAP OUT-VEHICLES	\$0.00
Exhibits Attached (copies of original agreements)		

1. RFI 14-03-003

RFI 1403-003.pdf



City of Clermont

685 W. Montrose Street Clermont, FL 34711

(352) 394-4081

REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract for Police Rated Vehicles/Motorcycles, Sedans & Light Trucks

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1403-003	ISSUED DATE: March 12, 2014
NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>March 21, 2014 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>March 21, 2014</u> by <u>10:00 A.M.</u> and must be submitted online.		
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Manager by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2 nd 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 Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limit. This notice will be posted for ten (10) calendar days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number/Title: 13-21-0904 / Police Rated Vehicles/Motorcycles, Sedans & Light Trucks.
- (b) Contractor(s): AutoNation Central Florida
- (c) Length of Contract: Ends September 30, 2014
- (d) City Department: Police

(e) Product or Service Provided: The Police Department is currently interested in procuring one (1) new 2014 Dodge Charger (LDDE48), full size police rated sedan, RWD, specifications #3 – as per the Florida Sheriffs Association Contract.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Distribution Easement					
Requested Action					
Move to grant the easement					
Staff Report					
Staff is requesting approval of an easement to Duke Energy to provide electrical service to the restrooms, irrigation pump, and lighting for Lake Hiawatha Preserve.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
There is no financial impact associated with the easement.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Easement Agreement			Easement Agreement.docx		
2. Work Plan			Easement Map.pdf		



SITE REF: 110758			DLU:			
SEC: 14	TWP: 22S	RGE: 25E	COUNTY: LAKE		PROJECT: 559921	
GRANTOR: CITY OF CLERMONT						
SITE ADDRESS: 450 12 TH STREET, CLERMONT 34711						
TAX PARCEL NUMBER: 14-22-25-000200001500						

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Lake County, to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, under, across and through the following described property to accommodate present and future development:

The North 1/2 of the following described property, to wit:

Parcel No. 1: Government Lot 1, Government Lot 2 lying South of the railroad, Government Lots 4 and 5, LESS: from the intersection of the East Right-of-Way of the Atlantic Coast Line Railroad with the mid-section line run Southeasterly along the Right-of-Way 1000 feet for the POINT OF BEGINNING; thence run East to the lake, thence return to the Point of Beginning, and run Southeasterly along the Right-of-Way to the South line of Government Lot 5, thence run East to the lake, thence run Northwesterly along the lake, to intersect the first line, and LESS that part of the South 240 feet of Government Lot 5 bounded on the East by the West line of the CSX Railroad Right-of-Way, bounded on the South by the North edge of the waters of the Palatlahaha River, and bounded on the West by the Easterly shore of the waters of Lake Hiawatha for road Right-of-Way, all in Section 14, Township 22 South, Range 25 East, Lake County, Florida.

Parcel No. 2: From an iron pipe set in concrete on the West line of Section 14, Township 22 South, Range 25 East, Lake County, Florida, and lying 33.00 feet South of the center line of State Road No. 561-A, run thence South along said Section line 910.66 feet; thence North 89°36'22.5" East, 986.36 feet to a concrete monument at the Point of Beginning, run thence South 49°15'34" East 143.37 feet, thence South 25°20'19" East 82.74 feet, thence South 47°46'19" East 138.47 feet, thence South 01°23'39" East 131.52 feet, thence South 25°32'04" West 137.76 feet, thence South 01°18'56" West

169.01 feet, thence South 52°28' East 73.24 feet, thence South 41°18'48" East 53.33 feet, thence South 47°46'15" East 73 feet, more or less, to a point on the East line of Government Lot 3 in said Seciton 14, thence Northerly to the Northeast corner of Government Lot 3, thence Westerly to the POINT OF BEGINNING.

Parcel No. 3: From the intersection of the East Right-of-Way of the Atlantic Coast Line Railroad with the mid-section line run Southeasterly along the Right-of-Way 1000 feet for the POINT OF BEGINNING, thence run East to the lake, thence return to the Point of Beginning and run Southeasterly along the Right-of-Way to the South line of Government Lot 5, thence run East to the lake, thence run Northwesterly along the lake to intersect the first line, all in Section 14, Township 22 South, Range 25 East, Lake County, Florida.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further **GRANTEE** hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of **GRANTEE's** safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for **GRANTEE** to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for **GRANTEE** to trim or remove any trees or vegetation adjacent to, but outside the Easement Area which, in the reasonable opinion of **GRANTEE**, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for **GRANTEE** to enter upon land of the **GRANTOR** adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and **GRANTOR** reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If **GRANTOR's** future orderly development of the premises is in physical conflict with **GRANTEE's** facilities, **GRANTEE** shall, within 60 days after receipt of written request from **GRANTOR**, relocate said facilities to another mutually agreed upon Easement Area in **GRANTOR's** premises, provided that prior to the relocation of said facilities (a) **GRANTOR** shall pay to **GRANTEE** the full expected cost of the relocation as estimated by **GRANTEE**, and (b) **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify and hold **GRANTEE** harmless from any and all damages and injuries, whether to persons or property, resulting from interference with **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

GRANTEE agrees to indemnify and hold **GRANTOR** harmless for, from and against any and all losses, claims or damages incurred by **GRANTOR** arising directly from **GRANTEE's** negligence or failure to exercise

reasonable care in the construction, reconstruction, operation or maintenance of **GRANTEE's** facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement.

REST OF THE PAGE

INTENTIONALLY LEFT BLANK

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto

IN WITNESS WHEREOF, the said **GRANTOR** has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2014.

GRANTOR:

CITY OF CLERMONT

ATTEST:

City Clerk - Tracy Ackroyd, MMC

Mayor Harold Turville, Jr.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature of First Witness

P.O. BOX 120219

CLERMONT, FLORIDA 32712-0219

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)

) **ss**

County of _____)

The foregoing Easement was acknowledged before me this ____ day of _____, 2014, by _____, its Mayor and _____, its City Clerk, of The City of Clermont, a Florida municipal corporation, on behalf of the municipality who are personally known to me or who have produced _____ as identification and who did/did not take an oath.

CORPORATE SEAL

NOTARY SEAL

Name:

Notary Public

Serial Number:

My Commission Expires:

P1
TAG IS MISSING
5331491
80 AMP ABC
THIS IS THE POLE WHERE
THE CATV DEAD ENDS.
LOWER NEUTRAL TO 72".

P2
8152626
75 KVA ABC
120/208 V
DOORS TO FACE ENTRANCE RD
CUSTOMER TO STAKE LOCATION
SELF-CONTAINED METER
22 KWD
CUSTOMER TO RUN 1 SET OF 400 KCMIL CU
200 AMP SERVICE

A67340
45

S3
1-1/0 THREE PHASE PRI
240'

a

PROPOSED ENTRANCE
TO NEW PARK

LAKE MINNEOLA SHORES DR
(CR-561A OR 12TH ST)

A67339
45

POLE TO BE REMOVED ON
WR#578580 DUE TO
CONFLICT WITH NEW
ROUND ABOUT

LOCATED ABOUT 1000'
SOUTH OF 10220 LAKE MINNEOLA SHORES DR
THIS IS NORTH OF THE BRIDGE

THE SCOPE OF THIS WR IS TO
PROVIDE SERVICE TO RESTROOMS,
LIGHTING AND IRRIGATION PUMPS
IN NEW CITY PARK.

AVIAN AREA

450 12TH ST
PARK

A67338
45

966261
45 C
1270480
0639930

#1/0 AWG-1 AAAC - SN

966262
40

e N

Duke Energy - Florida Region		PRE-JOB SAFETY BRIEFING REQUIRED BEFORE STARTING WORK		
450 12TH ST CLERMONT, FL 34711 JOB TYPE: COMNB	DRAWN BY: Freyser, Sue A.	BREAKER: K602	WORK REQUEST: 559921	SHEET 1 OF 1
	DATE: 1/31/2014	UPSTREAM PROTECTION DEVICE	OPERATION CENTER: CLERMONT	
	TRUCK ACCESS: ACCESSIBLE	RECLOSER 5332255	TA: CM53	
	TAXING AUTHORITY: MINNEOLA		LAT LONG: 28.57186, -81.78114	
S-T-R: 14-22-25				



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
CLOSED SESSION					
Requested Action					
Staff Report					
AT THIS TIME THE REGULAR COUNCIL MEETING SHALL BE IN RECESS SO THE COUNCIL CAN MEET IN A CLOSED LITIGATION SESSION.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Ordinance No. 2014-02; <i>Final Annexation</i>					
Requested Action					
Move to approve Ordinance No. 2014-02.					
Staff Report					
CitrusTower Aparments and Professional Office - Annexation The applicant and owner, Daljit and Satinder Gill, are requesting to annex an 8.53 acre parcel of land located along the west side of Citrus Tower Boulevard, halfway between Steves Road to the south and Hooks Street to the north (Exhibit 2). The City of Clermont owns property directly to the north which was purchased for a new police station. The City also owns a half-acre site which partially adjoins the applicant's property to the south. The additional property owner to the south is Lost Lake Reserve, LC. That property is currently vacant and is zoned for commercial use under an existing Planned Unit Development; Resolution No. 1294. To the west is Wilma Lake; in unincorporated Lake County, along with existing storm water retention basins used for existing developments in the area. The most recent activity in the immediate vicinity was the Steves Road-Beazer Property application which the City considered in December of 2013. The property is within the City's Joint Planning Area and is contiguous to the City on two sides, north and south of the subject property. Water and sewer are available to serve the site. Annexation of this property is consistent with the Goals, Objectives and Policies of the Comprehensive Plan. This request is being processed concurrently with a Small Scale Comprehensive Plan Amendment changing the future land use from Lake County's Regional Office to City of Clermont's Residential/Office land use category, a rezoning to the R-3 Residential/Professional zoning classification, a Conditional Use Permit to allow an apartment community with a higher density than eight (8) units per acre (applicant is requesting twelve (12) units per acre), a street right-of-way/easement closing, and a variance for grading and filling which exceeds the ten (10) foot requirement.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	

Exhibits Attached (copies of original agreements)	
1. Exhibit 1 - Ordinance 2014-02	ANN ORD 2014-02.pdf
2. Exhibit 2 - Location Map	Exhibit 2 - Annexation Location Map.pdf
3. Application	ANN application.pdf
4. Ad	ANN legal ad P&Z3-11, CC3-25-2014.doc

CITY OF CLERMONT
ORDINANCE No. 2014-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

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

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

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

SECTION 1.

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

Legal Description:

Tract 48, and the north 1/2 of the unnamed road right-of-way lying south of and contiguous to the said tract 48, in Section 29, Township 22 south, Range 26 east in Lake Highlands Company, as recorded in plat book 2, page 25, public records of Lake County, Florida.

Less the following parcel:

That part of tract 48, and the north 1/2 of the unnamed road right-of-way lying South of the said Tract 48, according to the plat of Lake Highlands Company Subdivision of Section 29, as recorded in plat book 2, pages 25, of the public records of Lake County, Florida, lying in the southeast ¼ of Section 29, Township 22 south, Range 26 east, Lake County, Florida, described as follows:

Commence at the east ¼ corner of said Section 29, thence run S 00 degrees 15'19" W along the east line of said southeast ¼ of section 29 for a distance of 662.64 feet to the north line of the

CITY OF CLERMONT
ORDINANCE No. 2014-02

southeast ¼ of the northeast ¼ of said southeast ¼ of section 29; Thence run N 88 degrees 50'36" W along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast ¼ of the northeast ¼ of the southeast ¼ for a point of beginning; Thence continue N 88 degrees 50'36" W along said north line for a distance of 70.02 feet; Thence run S 00 degrees 15'29" W for a distance of 662.72 feet to the south line of the said southeast ¼ of the northeast ¼ of the southeast ¼; Thence run S 88 degrees 53'59" E along said south line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast ¼ of the northeast ¼ of the southeast ¼; Thence run N 00 degrees 15'29" E along said west line for a distance of 662.65 to the point of beginning.

Containing 8.53 acres, more or less

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

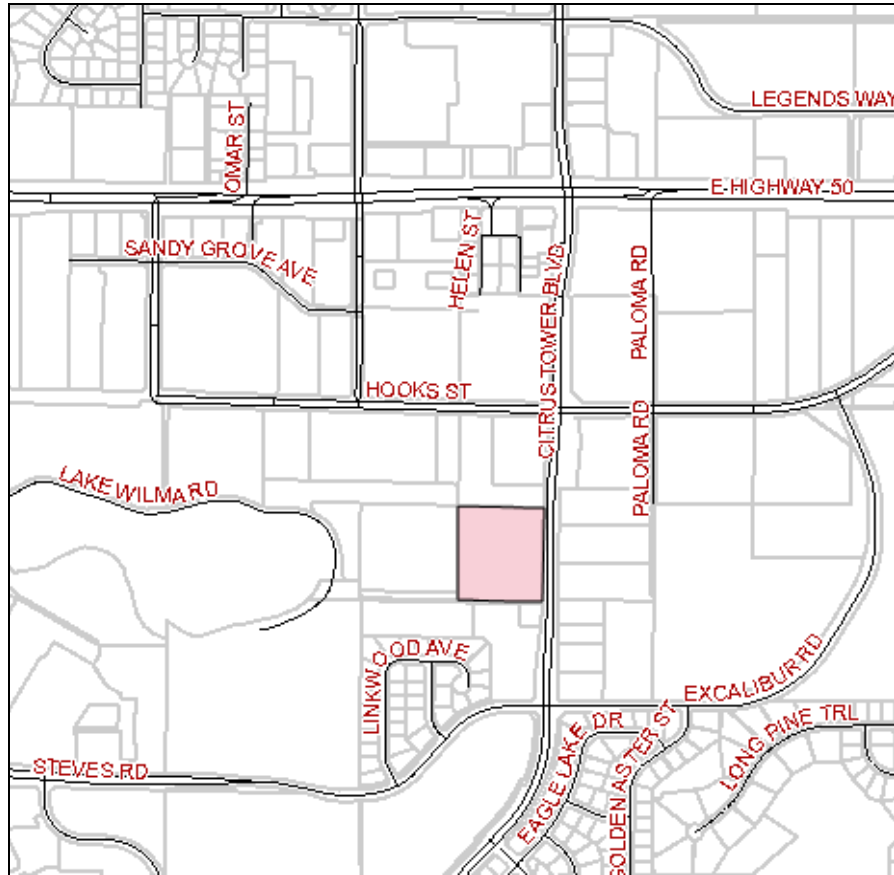
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2014-02

Location map:



CITY OF CLERMONT
ORDINANCE No. 2014-02

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of March, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

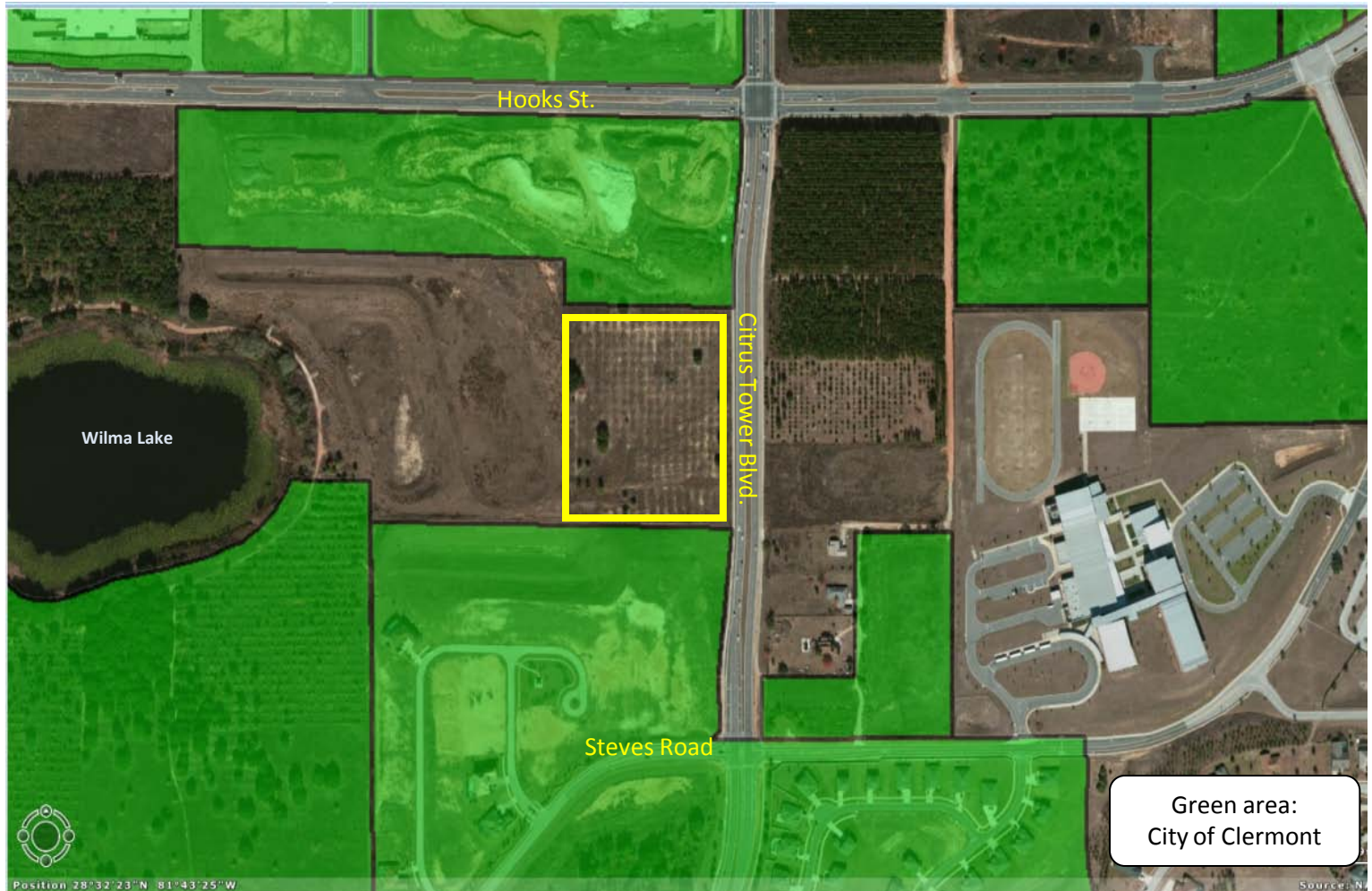
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit 2 – Location Map

Citrus Tower Apartments and Professional Office





**CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION**

DATE: November 26, 2013

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Citrus Tower Apartments & Office Site

APPLICANT: Daljit & Satinder Gill

Address: 9 Kenview Blvd.

City: Brampton

State: Ontario

Zip: L6T5G

Phone: +1 (905) 792-0999 x 33

Fax: (905) 792-0091

Applicant is: Owner: ☒ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

AGENT NAME (Affidavit required): David Carter, Ridge Professional Group, Inc.

Address: 4425 US Highway 92 East

City: Lakeland

State: FL

Zip: 33801

Phone: 863-669-0108

Fax: _____

E-Mail: rpgi@ridgeprofessionalgroup.com

Property address and/or general location: Parcel # 09-22-26-130004800000 The property is located north of Excalibur Road on the west side of Citrus Tower Blvd.

Area of property: 8.53 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Vacant Land

The property is PROPOSED to be used for: R-3 Residential / Professional.

Existing Lake County Land Use* :RO Regional Office "County"

Existing Lake County Zoning* :RA Ranchette District "County"

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: 0

State the reason or basis for this request: Applicant would like to build and apartment complex with a commercial tract.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 09, Township 22, Range 26

09-22-26-130004800000

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

**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

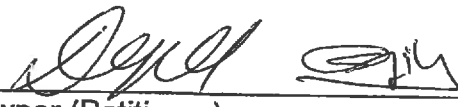
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

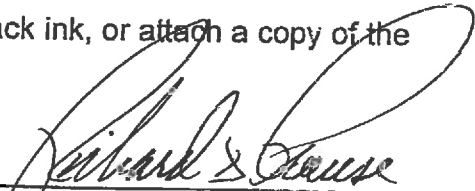
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 5th day of Nov., 2013

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)

Nov 5/2013
Date


Notary Public

N/A
My Commission Expires

OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: Nov 5/2013

Before me, the undersigned authority personally appeared DAVID CARTER
(owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Apartment complex with a commercial tract. (R-3 Residential/Professional)
3. That said authority (owner) has appointed (agent's name)
David Carter Ridge Professional Group, Inc. to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X [Signature]
Owner (signature)

X [Signature]
Agent's (signature)

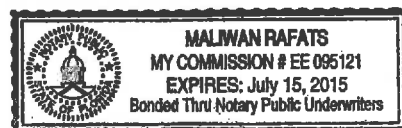
Sworn to and subscribed before
me this 5th day of Nov
2013.

[Signature]
Notary Public, State of FL ONTARIO, CANADA
My commission expires: N/A

Sworn to and subscribed before
me this 12th day of November
2013.

[Signature]
Notary Public, State of FL
My commission expires: 7/15/15

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



Prepared by, and after recording return to:
Berry J. Walker, Jr., an employee of
Walker & Tudhope, P.A.,
225 South Westmonte Drive, Suite 3000
Altamonte Springs, Florida 32714
Consideration: **\$300,000.00**
File Number: FA13-101



For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Lake)
)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this May 6, 2013, between Nazzaro Trust Assets, LLC, a Florida limited liability company whose mailing address is: 153 Carisbrooke Street, Ocoee, FL 34761 and K42 Properties, LLC, a Florida limited liability company, whose mailing address is 2151 Consulate Drive, #3, Orlando, FL 32837, parties of the first part, and Daljit Gill and Satinder Gill, husband and wife, whose mailing address is: 9 Kenview Blvd., Brampton, L6T 5G5, Canada, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

TRACT 48, IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, IN LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING PARCEL:

THAT PART OF TRACT 48, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 29, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE RUN S 00 DEGREES 15'19" E ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29 FOR A DISTANCE OF 662.64 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N 88 DEGREES 50'36" W ALONG SAID NORTH LINE FOR A DISTANCE OF 15.00 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR THE POINT OF BEGINNING; THENCE CONTINUE N 88 DEGREES 50'36" W ALONG SAID NORTH LINE FOR A DISTANCE OF 70.02 FEET; THENCE RUN S 00 DEGREES 15'29" E FOR A DISTANCE OF 647.72 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN S 88 DEGREES 53'59" E ALONG SAID NORTH LINE FOR A DISTANCE OF 70.02 FEET TO THE AFORESAID WEST LINE OF THE EAST 15.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN N 00 DEGREES 15'29" W ALONG SAID WEST LINE FOR A DISTANCE OF 647.65 FEET TO THE POINT OF BEGINNING.

Parcel Number: 09-22-26-1300-048-00000

Parcel Identification Number: 09-22-26-1300-048-00000

DEED - Special Warranty Deed - Corporate
Closers' Choice

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on May 6, 2013.

Signed, sealed and delivered
in the presence of:

Nazzaro Trust Assets, LLC, a Florida limited liability company:

Lisa Shultz
Witness signature
LISA SHULTZ

Print witness name

Witness signature

Berry J. Walker, Jr.
Print witness name

By: Henry B. Nazzaro

Print Name: Henry B. Nazzaro

Title: Managing Member

State of Florida

County of Lake

Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of May, 2013 by Henry B. Nazzaro, Managing Member of Nazzaro Trust Assets, LLC, a Florida limited liability company, who is personally known to me or who has produced Florida Drivers License as identification.

Lisa Shultz
Notary Public
LISA SHULTZ

Print Notary Name

My Commission Expires: 05-30-2016

Notary Seal



IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on May 6, 2013.

Signed, sealed and delivered
in the presence of:

K42 Properties, LLC, a Florida limited liability company:

Witness signature

Print witness name

Witness signature

LISA SHULTZ

Print witness name

By:

Print Name: Louis Valls

Title: Manager

State of Florida

County of Lake

seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of May, 2013 by Louis Valls as Manager of K42 Properties, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

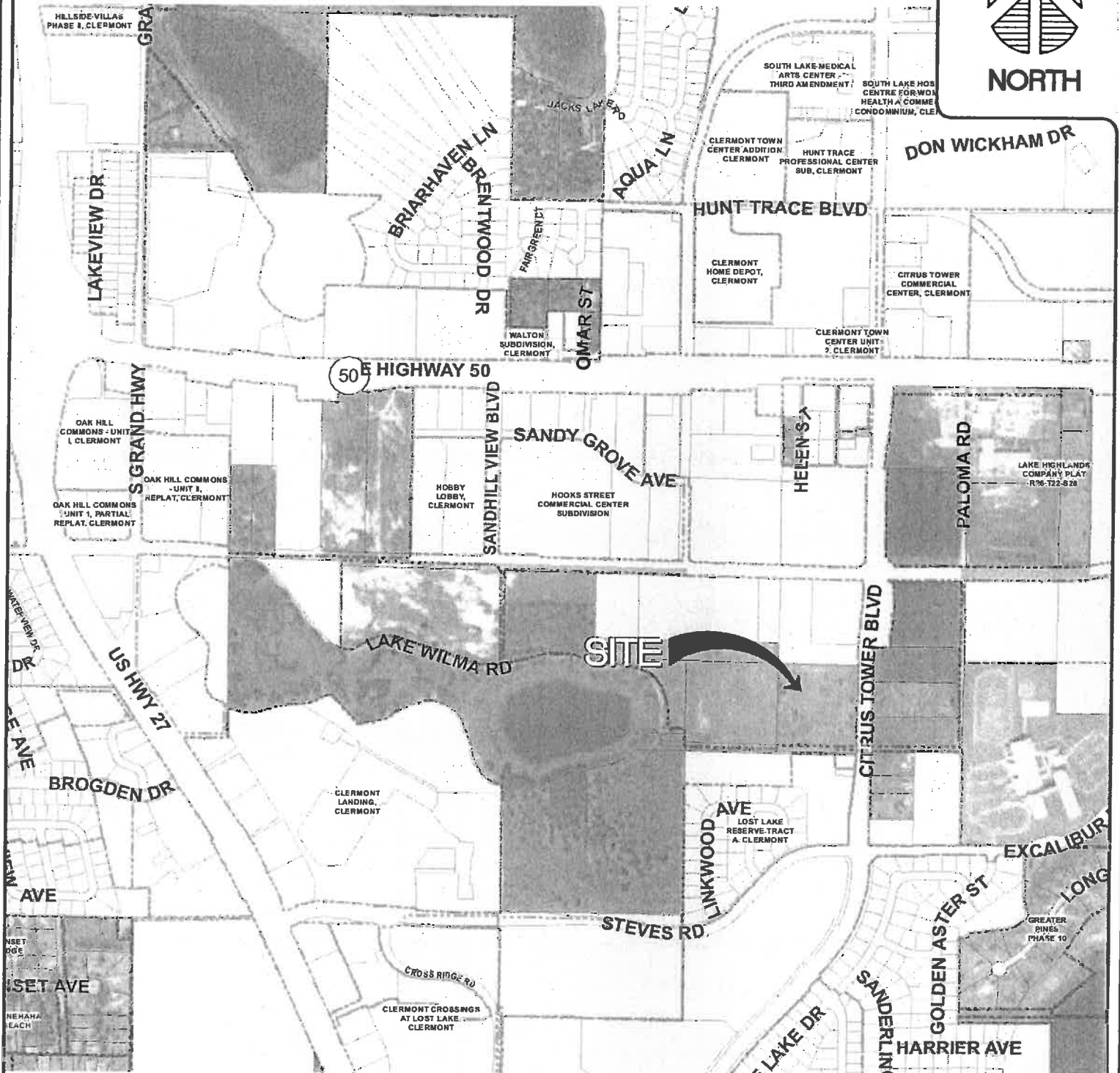
LISA SHULTZ

Print Notary Name

My Commission Expires: 05/30/2016

Notary Seal





CITRUS TOWER VICINITY MAP

**Sec. 09, Twp. 22 S, Rng. 26 E
Lake County, FL**



RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East Lakeland, FL 33801-9688
Phone: (863) 669-0108

Sheet No. 1 OF 1	Project No.: 13.024	Scale: NTS	Checked By: DCL
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Drawn By: TAC	Modified By: TAC	Date: Sep 12, 2013 - 10:24am
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File Info:
J:\JOB DATA\13. RPG Files\13.024 Citrus Tower\13.024 Exhibits.dwg

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 March 25, 2014 at 7:00 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. 2014-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Vacant property (Alt. Key 1017653) west of Citrus Tower Boulevard;
south of Hooks Street

LEGAL DESCRIPTION:

Tract 48, AND the north 1/2 of the unnamed road right-of-way lying south of and contiguous to the said tract 48, in Section 29, Township 22 south, Range 26 east in Lake Highlands Company, as recorded in plat book 2, page 25, public records of Lake County, Florida.

Less the following parcel:

That part of tract 48, and the north 1/2 of the unnamed road right-of-way lying South of the said Tract 48, according to the plat of Lake Highlands Company Subdivision of Section 29, as recorded in plat book 2, pages 25, of the public records of Lake County, Florida, lying in the southeast 1/4 of Section 29, Township 22 south, Range 26 east, Lake County, Florida, described as follows:

Commence at the east 1/4 corner of said Section 29, thence run S 00 degrees 15'19" W along the east line of said southeast 1/4 of section 29 for a distance of 662.64 feet to the north line of the southeast 1/4 of the northeast 1/4 of said southeast 1/4 of section 29; Thence run N 88 degrees 50'36" W along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast 1/4 of the northeast 1/4 of the southeast 1/4 for a point of beginning; Thence continue N 88 degrees 50'36" W along said north line for a distance of 70.02 feet; Thence run S 00 degrees 15'29" W for a distance of 662.72 feet to the south line of the said southeast 1/4 of the northeast 1/4 of the southeast 1/4; Thence run S 88 degrees 53'59" E along said south line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast 1/4 of the northeast 1/4 of the southeast 1/4; Thence run N 00 degrees 15'29" E along said west line for a distance of 662.65 to the point of beginning.

Containing 8.53 acres, more or less

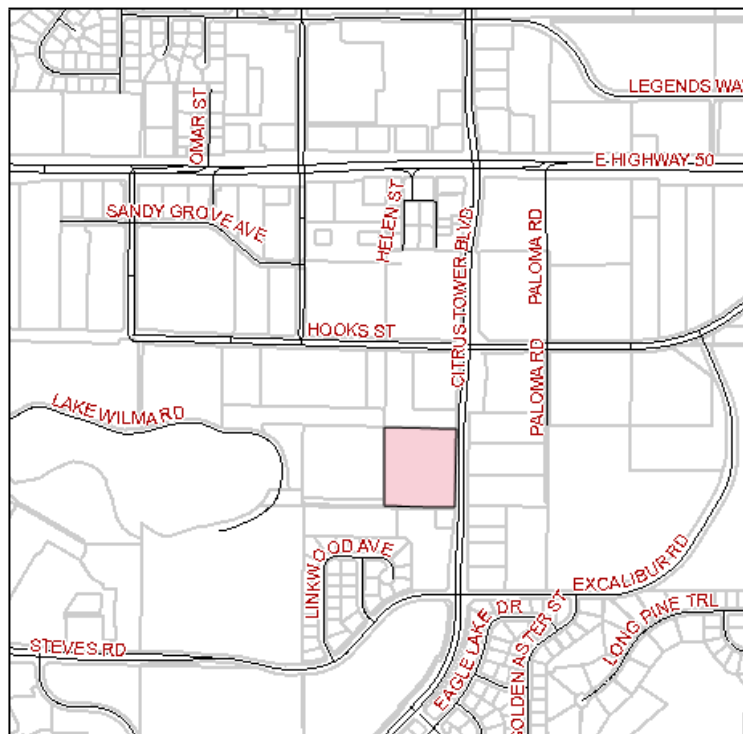
See Map Below

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

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

Tracy Ackroyd, MMC

City Clerk
Daily Commercial
March 4 and 11, 2014





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date	
Tuesday, March 25, 2014	
Agenda Item Name	
Ordinance No. 2014-03; <i>Final</i> <i>Small Scale Comprehensive Plan Amendment</i>	
Requested Action	
Move to approve Ordinance No. 2014-03	
Staff Report	
Citrus Tower Apartments and Professional Office - Small Scale Comprehensive Plan Amendment The applicant and owner, Daljit and Satinder Gill, are requesting a future land use amendment to change from Lake County Regional Office to the City's Residential/Office Land Use Category. The 8.53-acre parcel is located along the west side of Citrus Tower Boulevard, halfway between Steves Road to the south and Hooks Street to the north (Exhibit 2). The City of Clermont owns property directly to the north that was purchased for the new police station. The City also has a half acre site that partially adjoins the applicant's property to the south. The additional property owner to the south is Lost Lake Reserve LC and the property is currently vacant. To its west is Wilma Lake in unincorporated Lake County along with existing storm water retention basins used for existing developments in the area. This future land use application is being submitted along with requests for annexation, rezoning to the R-3 Residential/Professional zoning classification, a conditional use permit to allow an apartment community that has a higher density than 8 units per acre (applicant is requesting 12 units per acre), street right-of-way/easement closing petition for an unused easement, and a variance for grading and filling of the site that exceeds the 10 feet requirement (Exhibit 3). As defined in the City's comprehensive plan, Policy 1.7.1 allows the following: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development. <i>At the Planning & Zoning Commission meeting March 4, 2014, Commissioner Thomas Spencer moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Harry Mason. The vote was 3-1 to recommend approval for the small-scale comprehensive plan amendment to City Council, with Commissioner Herb Smith opposing.</i>	
Legal Impact	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Exhibit 1 - Ordinance 2014-03	CPA ORD 2014-03.doc
2.	Exhibit 2 and 3 - Map and Conceptual Plan	Exhibit 2 and 3 - SSCP Amendment.pdf
3.	Traffic Analysis	Traffic Analysis.pdf
4.	Application	CPA application.pdf
5.	Site and Grading Plan	Site and Grading Plan.pdf
6.	P&Z Minutes	P&Z Minutes.pdf
7.	Ad	CPA legal ad PZ1-7-2014, CC3-25-2014.doc

CITY OF CLERMONT
ORDINANCE No. 2014-03

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

Tract 48, and the north 1/2 of the unnamed road right-of-way lying south of and contiguous to the said tract 48, in Section 29, Township 22 south, Range 26 east in Lake Highlands Company, as recorded in plat book 2, page 25, public records of Lake County, Florida.

Less the following parcel:

That part of tract 48, and the north 1/2 of the unnamed road right-of-way lying South of the said Tract 48, according to the plat of Lake Highlands Company Subdivision of

CITY OF CLERMONT
ORDINANCE No. 2014-03

Section 29, as recorded in plat book 2, pages 25, of the public records of Lake County, Florida, lying in the southeast $\frac{1}{4}$ of Section 29, Township 22 south, Range 26 east, Lake County, Florida, described as follows:

Commence at the east $\frac{1}{4}$ corner of said Section 29, thence run S 00 degrees 15'19" W along the east line of said southeast $\frac{1}{4}$ of section 29 for a distance of 662.64 feet to the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said southeast $\frac{1}{4}$ of section 29; Thence run N 88 degrees 50'36" W along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ for a point of beginning; Thence continue N 88 degrees 50'36" W along said north line for a distance of 70.02 feet; Thence run S 00 degrees 15'29" W for a distance of 662.72 feet to the south line of the said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; Thence run S 88 degrees 53'59" E along said south line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; Thence run N 00 degrees 15'29" E along said west line for a distance of 662.65 to the point of beginning.

Containing 8.53 acres, more or less

CHANGE IN FUTURE LAND USE CLASSIFICATION

From County Regional Office to Residential/Office

Section 2.

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

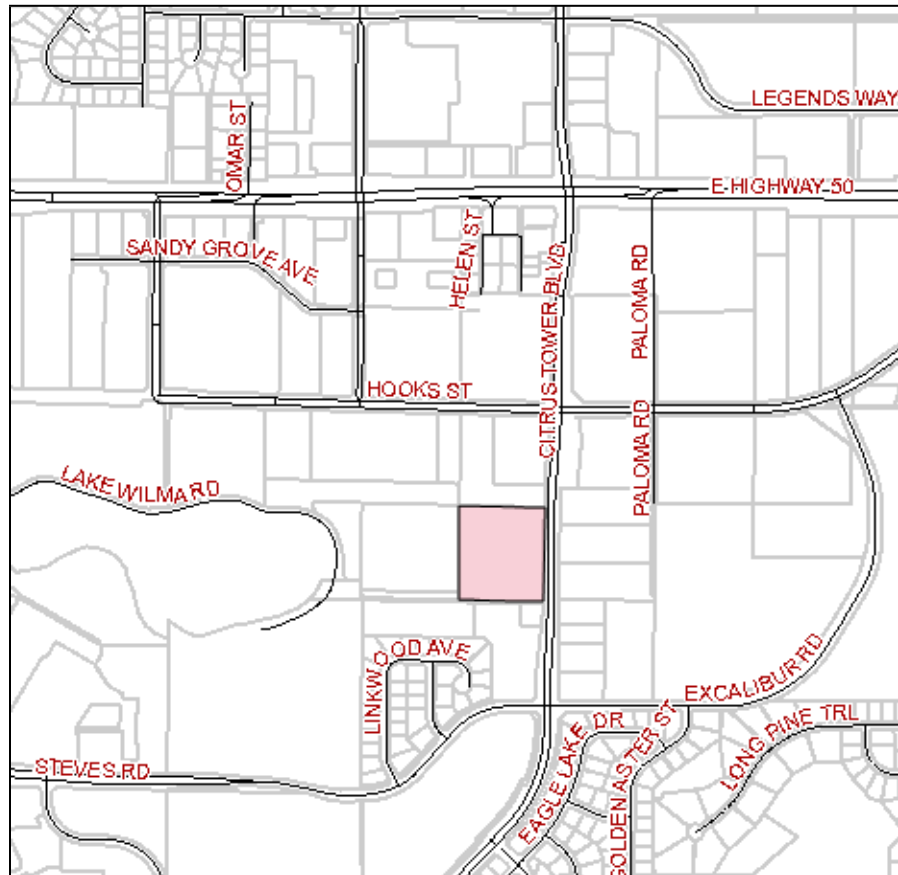
Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2014-03



CITY OF CLERMONT
ORDINANCE No. 2014-03

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of March, 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 2 – Location Map

Citrus Tower Apartments and Professional Office

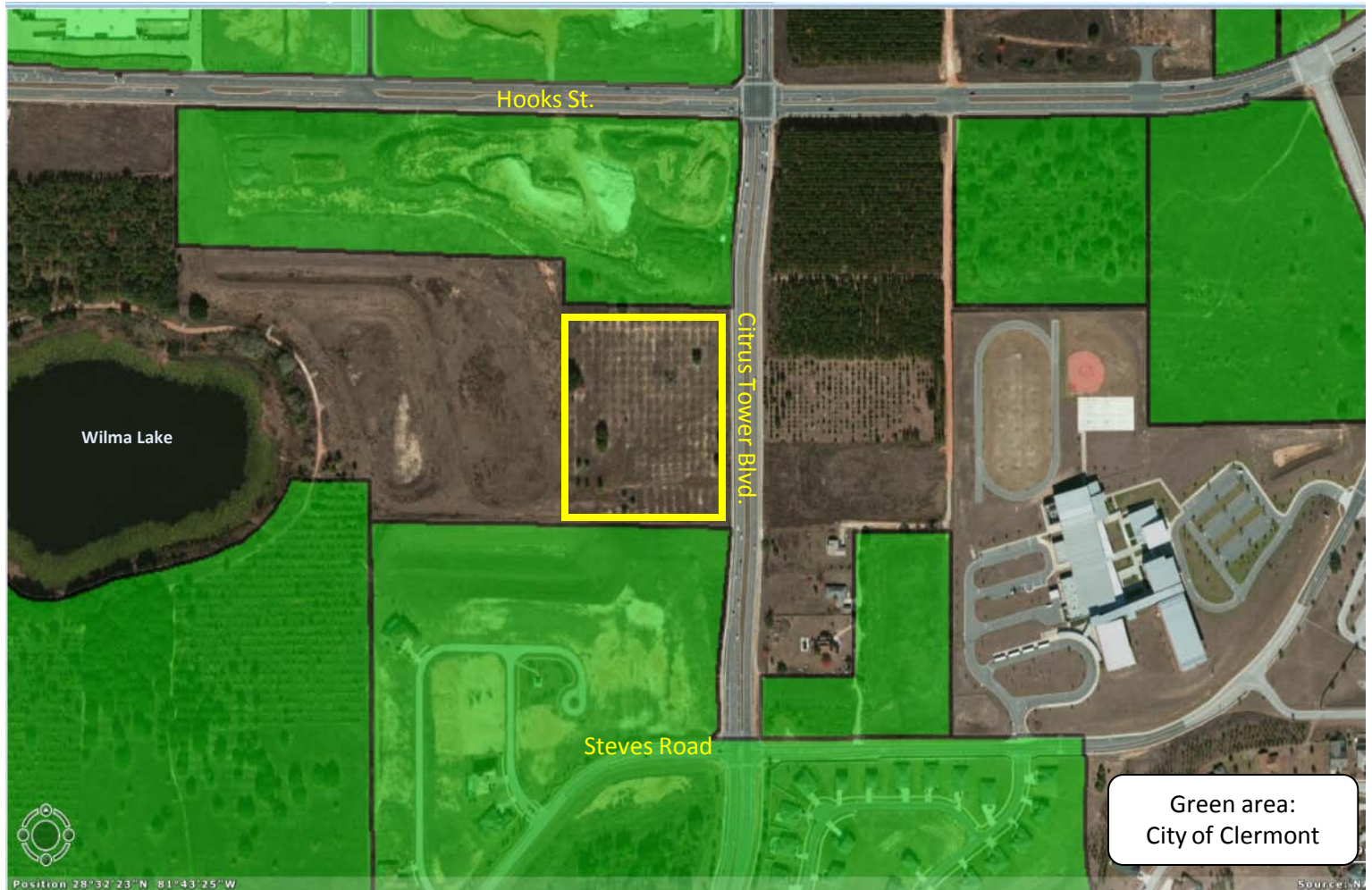
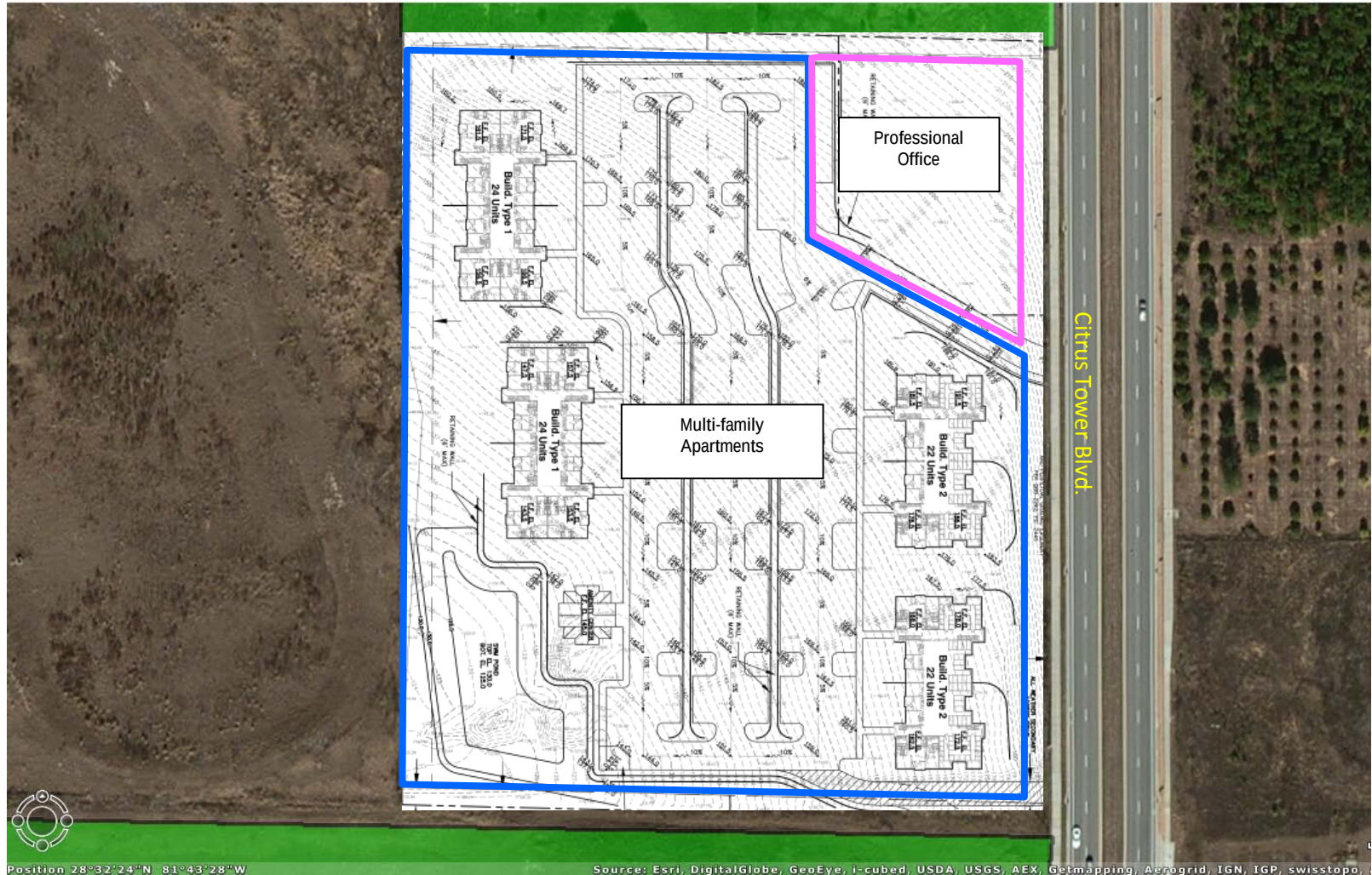


Exhibit 3 – Proposed Site Layout – Visual Use Only Citrus Tower Apartments and Professional Office



**Citrus Tower Apartments
Clermont, Florida**

Traffic Impact Study

**Prepared for: Gill Manufacturing, Ltd.
By: Lassiter Transportation Group, Inc.
February 2014**



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1

INTRODUCTION

Lassiter Transportation Group, Inc. (LTG) was retained by Gill Manufacturing, Ltd. (the Developer) to prepare a Traffic Impact Study (TIS) for the proposed Citrus Tower Apartments development, which will consist of 92 multi-family dwelling units and 10,000 square feet of specialty retail. The proposed development is located north of Excalibur Road and on the west side of Citrus Tower Boulevard (see Figure 1 for site location map). Build-out of the development is anticipated in 2016. A preliminary site plan showing the layout of the site is attached as Appendix A.

Study Area

Per the approved methodology (attached as Appendix B), and with the Lake-Sumter Metropolitan Planning Organization (LSMPO) Staff, the study will include the following intersections along with all roadway segments that are impacted by the proposed project to within one percent or greater of the peak-hour two-way adopted level of service (LOS) capacity and are within 3.6 drivable miles of the development:

Intersections

- SR 50 at Citrus Tower Boulevard
- Citrus Tower Boulevard at Hooks Street
- Citrus Tower Boulevard at Steve's Road/Excalibur Road

Roadway Segments

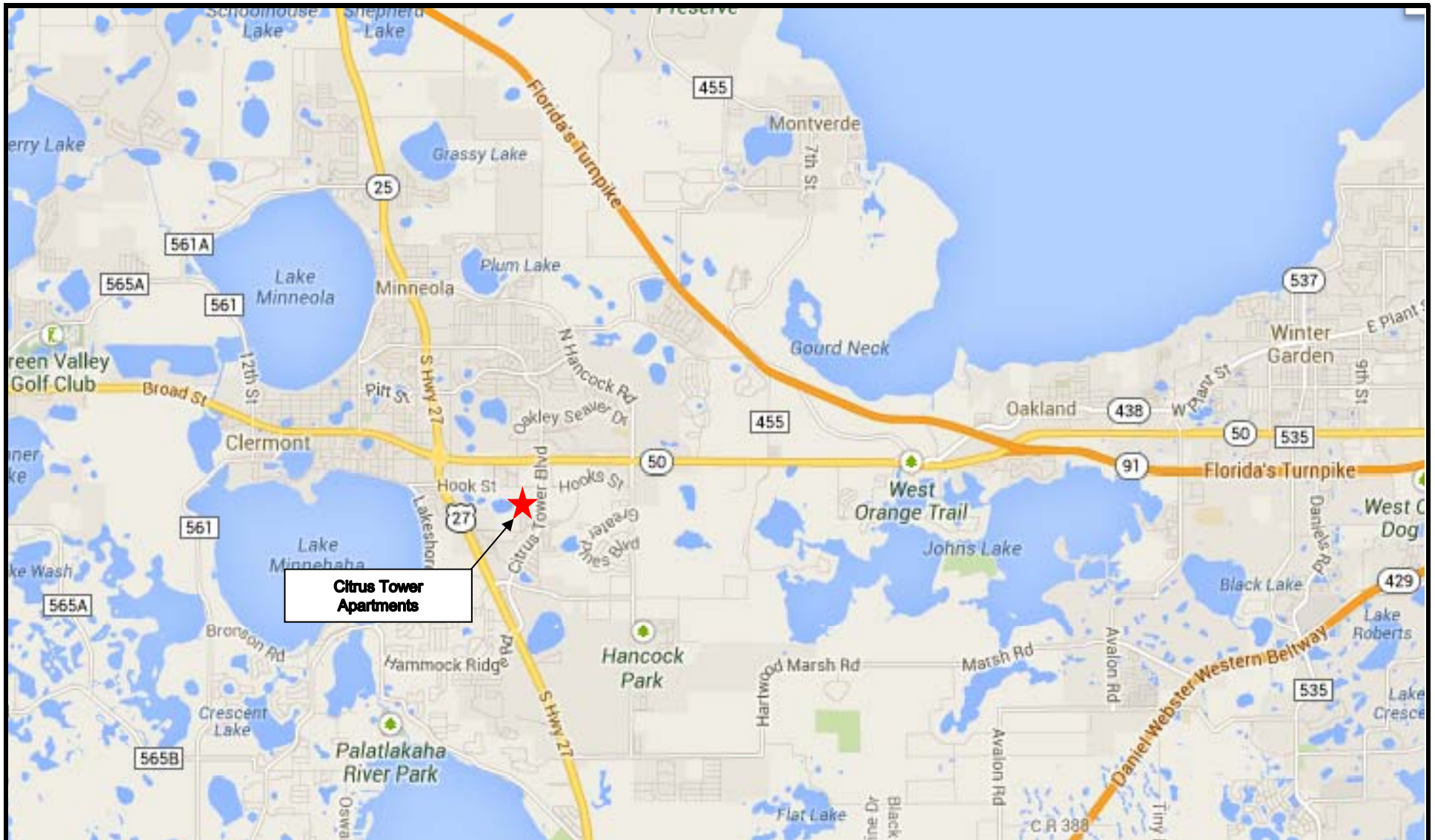
- Blackstill Lake Road from Fosgate Road to CR 50
- CR 50 from US 27 to CR 455
- Citrus Tower Boulevard from N. US 27 to S. US 27
- East Avenue from CR 561 to SR 50
- Excalibur Road from Hooks Street to Citrus Tower Boulevard
- Hammock Ridge from Lake Shore Drive to US 27
- Hancock Road from CR 50 to Hardwood Marsh Road
- Hooks Street from Lakeshore Drive to Hancock Road
- Johns Lake Road from US 27 to Hancock Road
- SR 50 from CR 561 to CR 455
- US 27/SR 25 from CR 50 to Hardwood Marsh Road

Study Procedures

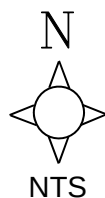
Standard engineering and planning procedures were used to determine the impacts of this project. Reference data was obtained from the LSMPO, the Institute of Transportation Engineers (ITE), and the Florida Department of Transportation (FDOT).

Planned Roadway Improvements

The City of Clermont and Lake County were contacted to determine if any roadway improvements are planned in the vicinity of the proposed project. There are no roadway projects planned within the project study area that will affect the capacity of the system.



**Citrus Tower
Apartments**



Site Location Map

Project No.:3919.02

Figure: 1

Lassiter Transportation Group, Inc.
Engineering and Planning

123 Live Oak Avenue – Daytona Beach, Florida 32114
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2

EXISTING ROADWAY ANALYSIS

Weekday p.m. peak-period turning movement counts were conducted at each of the study intersections on January 29, 2014. These turning movement counts are provided in Appendix C with the existing p.m. peak-hour traffic volumes depicted in Figure 2.

Signalized Intersection Analysis

The LOS at a signalized intersection is based on the average control delay per vehicle for the various movements within the intersection. The operating conditions at the signalized intersections were evaluated using the Highway Capacity Software, Version 6.5 (HCS). This software utilizes the methodology outlined in Chapter 18 of the 2010 Highway Capacity Manual, titled "Signalized Intersections." Table 1 shows the existing p.m. peak-hour LOS at the signalized intersections. The HCS summary sheets are located in Appendix D. As indicated, all of the study area intersections operate within an acceptable LOS, but with a V/C deficiency at the intersections of Citrus Tower Boulevard and SR 50. The deficiency occurs in the southbound left-turn movement.

Table 1
Existing P.M. Peak-Hour Level of Service – Signalized Intersections
Citrus Tower Apartments

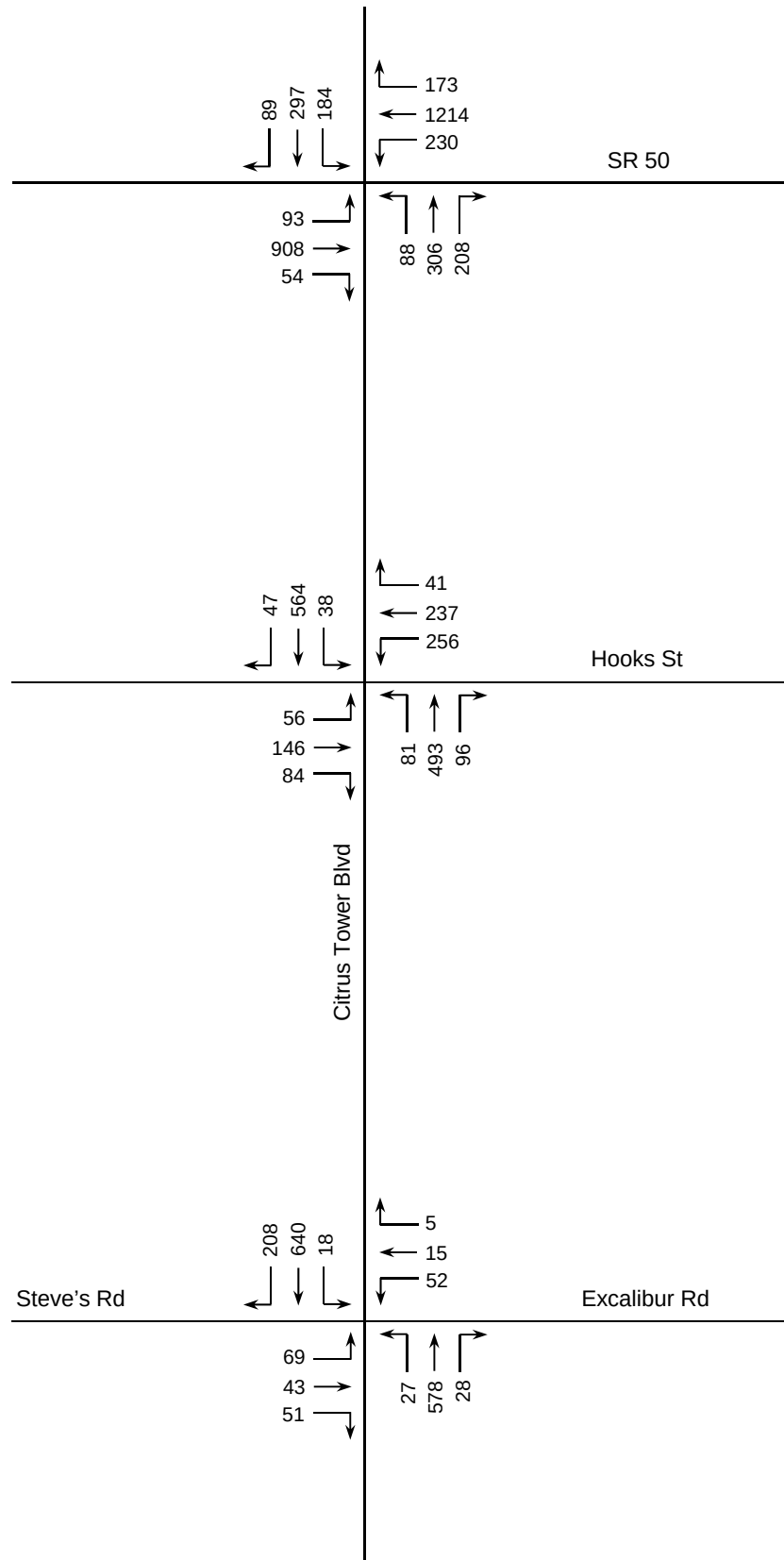
Intersection	Adopted LOS	P.M. Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?
SR 50 at Citrus Tower Blvd	D	38.5	D	Yes
Citrus Tower Blvd at Hooks St	D	28.1	C	No
Citrus Tower Blvd at Excalibur Rd/Steve's Rd	D	15.6	B	No

Roadway Segment Analysis

Roadway level of service describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include: speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety and vehicle operating costs. Six levels of service have been established as standards by which to gauge roadway performance, designated by the letters A through F. The level of service categories are defined as follows:

- Level of Service A:* Free flow, individual users virtually unaffected by the presence of others
- Level of Service B:* Stable flow with a high degree of freedom to select operating conditions
- Level of Service C:* Flow remains stable, but with significant interactions with others
- Level of Service D:* High-density stable flow in which the freedom to maneuver is severely restricted
- Level of Service E:* This condition represents the capacity level of the road
- Level of Service F:* Forced flow in which the traffic exceeds the amount that can be served

The adopted level of service and corresponding p.m. peak-hour directional capacity along with the existing roadway segment volumes were obtained from the LSMPO Lake County Transportation Management System Segment Report – 2013 Level of Service spreadsheet (attached as Appendix E). Table 2 shows the existing p.m. peak-hour directional roadway LOS for the study area roadways. As indicated in Table 2, all of the study roadway segments are currently operating within their adopted LOS, with the exception of S. Hancock Road from Hooks Street to Johns Lake Road



**Citrus Tower
Apartments**



NTS

**Existing P.M.
Peak-Hour Volumes**

Project No.: 3919.02

Figure: 2

Lassiter Transportation Group, Inc.
Engineering and Planning

123 Live Oak Avenue – Daytona Beach, Florida 32114
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Table 2
Existing P.M. Peak-Hour Directional Level of Service – Roadway Segments
Citrus Tower Apartments

Roadway	Segment	Number of Lanes	Adopted LOS	Peak-Hour Directional Capacity at Adopted LOS	2013 AADT	PM Peak Hour Total	Peak Hour / Peak Direction	EB / NB	Reserved Trips	Total Trips	V/C Ratio	LOS	WB / SB	Reserved Trips	Total Trips	V/C Ratio	LOS
Blackstill Lake Rd	Fosgate Rd to CR 50	2	D	560	3,163	297	160	160	40	200	0.36	C	137	68	205	0.37	C
CR 50	US 27 to Turkey Farm Rd	2	D	792	9,478	853	500	500	195	695	0.88	C	353	172	525	0.66	C
	Turkey Farm Rd to CR 455	2	D	792	5,515	566	355	355	305	660	0.83	C	211	441	652	0.82	C
Citrus Tower Blvd	US 27 to Oakley Seaver Dr	2	D	792	10,843	896	532	364	3	367	0.46	C	532	6	538	0.68	C
	Oakley Seaver Dr to SR 50	4	D	1,800	13,811	1,111	563	548	60	608	0.34	C	563	62	625	0.35	C
	SR 50 to Hooks St	4	D	1,800	16,629	1,309	819	490	85	575	0.32	C	819	102	921	0.51	C
	Hooks St Johns Lake Rd	4	D	1,800	13,799	1,102	601	501	88	589	0.33	C	601	108	709	0.39	C
	Johns Lake Rd to US 27	4	D	1,800	12,376	986	575	411	27	438	0.24	C	575	50	625	0.35	C
East Ave	CR 561 to SR 50	2	D	572	5,606	513	279	234	0	234	0.41	C	279	0	279	0.49	C
Excalibur Rd	Hooks St to Citrus Tower Blvd	2	D	572	3,561	366	199	167	0	167	0.29	C	199	0	199	0.35	C
Hammock Ridge	Lake Shore Dr to US 27	4	D	1,800	13,124	1,190	628	562	111	673	0.37	C	628	60	688	0.38	C
N. Hancock Rd	CR 50 to N. Ridge Blvd	4	D	1,800	11,404	1,081	542	539	514	1,053	0.59	C	542	394	936	0.52	C
	N. Ridge Blvd to SR 50	4	D	1,800	14,984	1,299	705	705	611	1,316	0.73	C	594	467	1,061	0.59	C
S. Hancock Rd	SR 50 to Hooks St	4	D	1,800	15,769	1,429	814	615	173	788	0.44	C	814	170	984	0.55	C
	Hooks St to Johns Lake Rd	2	D	792	15,769	1,429	814	615	160	775	0.98	D	814	161	975	1.23	F
	Johns Lake Rd to Hardwood Marsh Rd	2	D	792	7,843	721	402	319	128	447	0.56	C	402	139	541	0.68	C
Hooks St	Lakeshore Dr to US 27	2	D	572	6,330	565	301	264	4	268	0.47	C	301	4	305	0.53	C
	US 27 to Oakley Seaver Dr	4	D	1,800	6,588	624	333	291	17	308	0.17	C	333	22	355	0.20	C
	Oakley Seaver Dr to Citrus Tower Blvd	4	D	1,800	5,227	511	334	177	17	194	0.11	C	334	22	356	0.20	C
	Citrus Tower Blvd to Hancock Rd	4	D	1,800	6,734	607	338	269	11	280	0.16	C	338	11	349	0.19	C
Johns Lake Rd	US 27 to Hancock Rd	2	D	572	7,104	600	304	296	26	322	0.56	C	304	30	334	0.58	C
SR 50	CR 561 to East Ave	4	D	2,000	25,528	2,029	1,234	795	121	916	0.46	C	1,234	124	1,358	0.68	C
	East Ave to US 27	6	D	3,020	28,280	2,231	1,312	919	159	1,078	0.36	C	1,312	156	1,468	0.49	C
	US 27 to Hancock Rd	6	D	3,020	30,592	2,289	1,382	907	623	1,530	0.51	C	1,382	639	2,021	0.67	C
	Hancock Rd to CR 455	6	D	3,020	30,592	2,289	1,382	907	797	1,704	0.56	C	1,382	854	2,236	0.74	C
US 27 / SR 25	CR 50 to Grand Highway	6	C	2,940	26,069	2,125	1,121	1,121	173	1,294	0.44	C	1,004	177	1,181	0.40	C
	Grand Highway to SR 50	6	C	2,940	21,313	1,648	830	818	191	1,009	0.34	C	830	224	1,054	0.36	C
	SR 50 to Johns Lake Rd	6	C	2,940	26,670	2,138	1,130	1,008	277	1,285	0.44	C	1,130	302	1,432	0.49	C
	Johns Lake Rd to Hardwood Marsh Rd	6	C	2,940	25,463	2,048	1,091	141	1,232	0		C	957	116	1,073	0.36	C

3

FUTURE TRAFFIC CONDITIONS

The next step in the analysis was to determine the future traffic conditions on the study area roadways at the time of project completion. The following documents the procedures used to determine the future traffic.

Background Traffic Growth

The p.m. peak-hour build-out traffic was developed by the sum of the background traffic and the estimated project traffic. Background traffic will be estimated by increasing the existing traffic with reserved/committed trips from the 2013 Lake County Annual Traffic Count (attached as Appendix F).

Trip Generation

The trip generation for this development was determined using the trip generation rates published by the Institute of Transportation Engineers (ITE) in the document Trip Generation, 9th Edition. Table 3 presents the p.m. peak-hour trip generation for the proposed project.

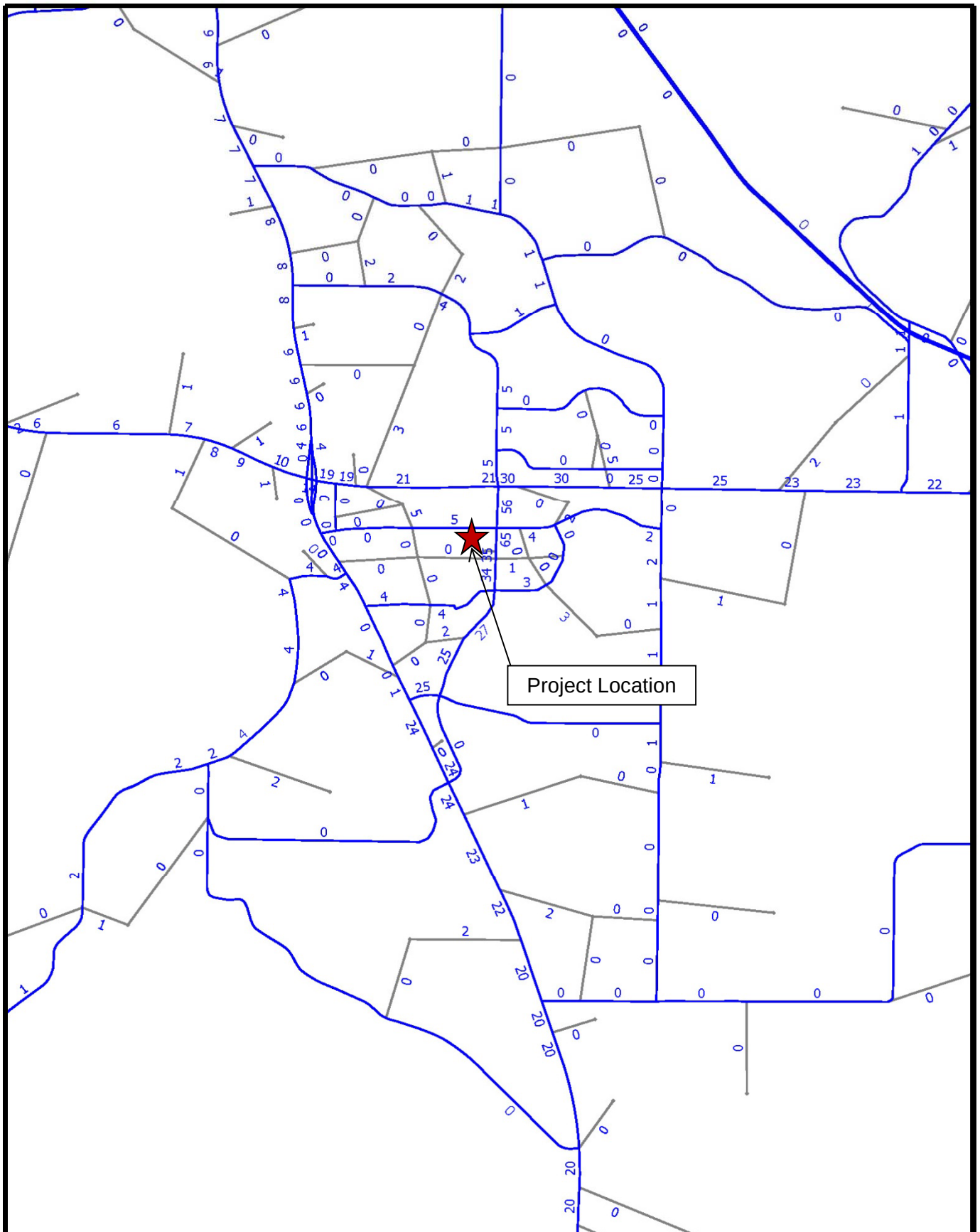
Table 3
P.M. Peak-Hour Trip Generation
Citrus Tower Apartments

Time Period	Land Use	ITE Land Use Code	Trip Rate Equation	Units (X)	Total Trips (T)	Percent Enter	Percent Exit	Trips Entering	Trips Exiting
Daily	Apartment	220	$T=6.06(X)+123.56$	92 DU	682	50%	50%	341	341
	Specialty Retail Center	826	$T=44.32(X)$	10 KSF	444	50%	50%	222	222
	Totals:				1,126			563	563
P.M. Peak-Hour	Apartment	220	$T=0.55(X)+17.65$	92 DU	68	67%	33%	46	22
	Specialty Retail Center	826	$T=2.71(X)$	10 KSF	28	44%	56%	12	16
	Totals:				96			58	38

Source: ITE, Trip Generation 9th Edition

Trip Distribution

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM), developed for use in forecasting future travel patterns, was used to determine the trip distribution for this project. The process required editing the regional network to add a traffic analysis zone (TAZ) to represent the location of the project and its general orientation to the adjacent road network. The next step involved converting the land use data for the project to socio-economic (S/E) data which the model uses in trip generation and distribution. The model structure was then run which resulted in trip productions and attractions (trip generation) which were then matched with complementary attractions and productions according to statistically determined trip lengths by trip purpose. The model distribution is included Figure 3.



**Citrus Tower
Apartments**



NTS

**Project Trip
Distribution (%)**

Project No.: 3919.02

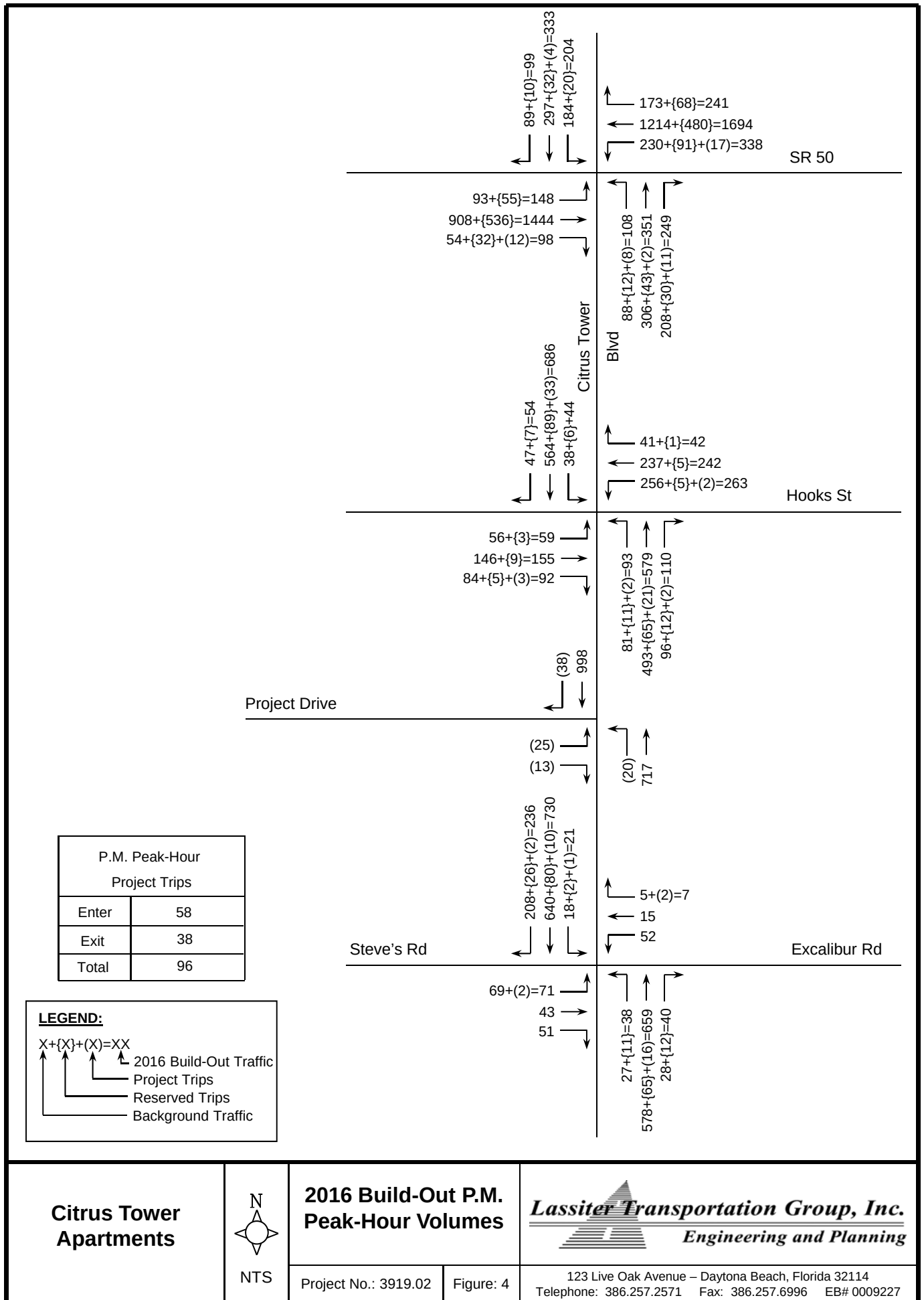
Figure: 3

Lassiter Transportation Group, Inc.
Engineering and Planning

123 Live Oak Avenue – Daytona Beach, Florida 32114
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Trip Assignment

Using the trip distribution, the net project traffic was assigned to the roadway network. Figure 4 graphically depicts the p.m. peak-hour background traffic, project traffic assignment, and 2016 build-out volumes at the study area intersections and site drive.



NTS

2016 Build-Out P.M. Peak-Hour Volumes

Project No.: 3919.02

Figure: 4

Lassiter Transportation Group, Inc.
 Engineering and Planning

123 Live Oak Avenue – Daytona Beach, Florida 32114
 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

4

FUTURE ROADWAY ANALYSIS

The critical intersections and roadway segments were analyzed based on the existing roadway geometry to determine potential impacts and to investigate mitigation requirements.

Unsignalized Intersection Analysis

The unsignalized intersection of Citrus Tower Boulevard at the Project Driveway was analyzed to determine the operational LOS. Table 4 shows the projected LOS for the unsignalized intersection at build-out of the project. As indicated in the table, under build-out conditions, the intersection at Citrus Tower Boulevard at the Project Driveway is anticipated to operate at an acceptable LOS. The HCS printout is contained in Appendix G.

Table 4
2016 Build-Out P.M. Peak-Hour Level of Service – Unsignalized Intersections
Citrus Tower Apartments

Intersection	Adopted LOS	P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS
Citrus Tower Blvd at Project Drive	D	EB	32.2	D

Signalized Intersection Analysis

The signalized intersections were analyzed to determine the operational LOS at build-out of the project. Table 5 shows the projected LOS for the signalized intersections. As indicated in Table 5, all of the study area intersections are expected to operate within an acceptable LOS, but with a V/C deficiency expected at the intersections of Citrus Tower Boulevard and SR 50. The deficiency occurs in the southbound left-turn movement, which the proposed development does not impact, and is deficient under existing conditions. The HCS printouts are contained in Appendix H.

Table 5
2016 Build-Out P.M. Peak-Hour Level of Service - Signalized Intersections
Citrus Tower Apartments

Intersection	Adopted LOS	P.M. Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?
SR 50 at Citrus Tower Blvd	D	51.2	D	Yes
Citrus Tower Blvd at Hooks St	D	29.1	C	No
Citrus Tower Blvd at Excalibur Rd/Steve's Rd	D	15.9	B	No

Roadway Segment Analysis

The traffic analysis for the roadway segments involves the comparison of the build-out p.m. peak-hour directional volumes to available capacity. Table 6 presents the results of the p.m. peak-hour directional roadway segment capacity analysis for the 2016 build-out condition. As indicated in Table 6, all study roadway segments are expected to operate within the adopted levels of service under 2016 build-out conditions, with the exception of S. Hancock Road from Hooks Street to Johns Lake Road.

Access Analysis

The project driveway onto Citrus Tower Boulevard will be unrestricted and will consist of one ingress and one egress lane. Citrus Tower Boulevard is a four-lane divided urban major collector roadway with an urban cross-section in the vicinity of the site. The facility is posted for travel at 30 mph. The annual average daily traffic (AADT) on Citrus Tower in the vicinity of the site is 13,799 vehicles.

The need for turn lanes was evaluated using National Cooperative Highway Research Program (NCHRP) Report 457. Based on NCHRP Report 457 an exclusive northbound left-turn lane is warranted to serve the project. The summary worksheet is included as Appendix I. The total length of the turn lane should be 195 feet, consisting of 50 feet of queue storage and 145 feet of deceleration distance according to FDOT Standard Index 301 and a design speed at 35 MPH.

Table 6
2016 Build-Out P.M. Peak-Hour Directional Level of Service – Roadway Segments
Citrus Tower Apartments

Roadway	Segment	Number of Lanes	Adopted LOS	Peak-Hour Directional Capacity at Adopted LOS	2013 AADT	Project Trip Distribution	2013 PM Peak Hour Total	Peak Hour / Peak Direction	EB / NB	Reserved Trips	Project Trips	2016 Build-Out Peak-Hour Directional Volume	V/C Ratio	LOS	WB / SB	Reserved Trips	Project Trips	2016 Build-Out Peak-Hour Directional Volume	V/C Ratio	LOS
Blackstill Lake Rd	Fosgate Rd to CR 50	2	D	560	3,163	0%	297	160	160	40	0	200	0.36	C	137	68	0	205	0.37	C
CR 50	US 27 to Turkey Farm Rd	2	D	792	9,478	1%	853	500	500	195	1	696	0.88	C	353	172	1	526	0.66	C
	Turkey Farm Rd to CR 455	2	D	792	5,515	1%	566	355	355	305	1	661	0.83	C	211	441	1	653	0.82	C
Citrus Tower Blvd	US 27 to Oakley Seaver Dr	2	D	792	10,843	5%	896	532	364	3	3	370	0.47	C	532	6	3	541	0.68	C
	Oakley Seaver Dr to SR 50	4	D	1,800	13,811	5%	1,111	563	548	60	3	611	0.34	C	563	62	3	628	0.35	C
	SR 50 to Hooks St	4	D	1,800	16,629	56%	1,309	819	490	85	27	602	0.33	C	819	102	27	948	0.53	C
	Hooks St to Project Drive	4	D	1,800	13,799	65%	1,102	601	501	88	32	621	0.35	C	601	108	32	741	0.41	C
	Project Drive Johns Lake Rd	4	D	1,800	13,799	35%	1,102	601	501	88	17	606	0.34	C	601	108	17	726	0.40	C
	Johns Lake Rd to US 27	4	D	1,800	12,376	0%	986	575	411	27	0	438	0.24	C	575	50	0	625	0.35	C
East Ave	CR 561 to SR 50	2	D	572	5,606	1%	513	279	234	0	1	235	0.41	C	279	0	1	280	0.49	C
Excalibur Rd	Hooks St to Citrus Tower Blvd	2	D	572	3,561	3%	366	199	167	0	2	169	0.30	C	199	0	2	201	0.35	C
Hammock Ridge	Lake Shore Dr to US 27	4	D	1,800	13,124	0%	1,190	628	562	111	0	673	0.37	C	628	60	0	688	0.38	C
N. Hancock Rd	CR 50 to N. Ridge Blvd	4	D	1,800	11,404	1%	1,081	542	539	514	1	1,054	0.59	C	542	394	1	937	0.52	C
	N. Ridge Blvd to SR 50	4	D	1,800	14,984	0%	1,299	705	705	611	0	1,316	0.73	C	594	467	0	1,061	0.59	C
S. Hancock Rd	SR 50 to Hooks St	4	D	1,800	15,769	0%	1,429	814	615	173	0	788	0.44	C	814	170	0	984	0.55	C
	Hooks St to Johns Lake Rd	2	D	792	15,769	2%	1,429	814	615	160	1	776	0.98	D	814	161	1	976	1.23	F
	Johns Lake Rd to Hardwood Marsh Rd	2	D	792	7,843	1%	721	402	319	128	1	448	0.57	C	402	139	1	542	0.68	C
Hooks St	Lakeshore Dr to US 27	2	D	572	6,330	0%	565	301	264	4	0	268	0.47	C	301	4	0	305	0.53	C
	US 27 to Oakley Seaver Dr	4	D	1,800	6,588	0%	624	333	291	17	0	308	0.17	C	333	22	0	355	0.20	C
	Oakley Seaver Dr to Citrus Tower Blvd	4	D	1,800	5,227	5%	511	334	177	17	3	197	0.11	C	334	22	3	359	0.20	C
	Citrus Tower Blvd to Hancock Rd	4	D	1,800	6,734	4%	607	338	269	11	2	282	0.16	C	338	11	2	351	0.20	C
Johns Lake Rd	US 27 to Hancock Rd	2	D	572	7,104	25%	600	304	296	26	12	334	0.58	C	304	30	12	346	0.60	C
SR 50	CR 561 to East Ave	4	D	2,000	25,528	6%	2,029	1,234	795	121	3	919	0.46	C	1,234	124	3	1,361	0.68	C
	East Ave to US 27	6	D	3,020	28,280	10%	2,231	1,312	919	159	5	1,083	0.36	C	1,312	156	5	1,473	0.49	C
	US 27 to Hancock Rd	6	D	3,020	30,592	30%	2,289	1,382	907	623	15	1,545	0.51	C	1,382	639	15	2,036	0.67	C
	Hancock Rd to CR 455	6	D	3,020	30,592	25%	2,289	1,382	907	797	12	1,716	0.57	C	1,382	854	12	2,248	0.74	C
US 27 / SR 25	CR 50 to Grand Highway	6	C	2,940	26,069	8%	2,125	1,121	1,121	173	4	1,298	0.44	C	1,004	177	4	1,185	0.40	C
	Grand Highway to SR 50	6	C	2,940	21,313	9%	1,648	830	818	191	5	1,014	0.34	C	830	224	5	1,059	0.36	C
	SR 50 to Johns Lake Rd	6	C	2,940	26,670	4%	2,138	1,130	1,008	277	2	1,287	0.44	C	1,130	302	2	1,434	0.49	C
	Johns Lake Rd to Hardwood Marsh Rd	6	C	2,940	25,463	24%	2,048	1,091	1,091	141	12	1,244	0.42	C	957	116	12	1,085	0.37	C

5

CONCLUSION

This study was conducted to evaluate the impact of the proposed Citrus Tower Apartments development will have on the study area roadways in the City of Clermont. The results of the study are summarized below:

- The proposed Citrus Tower Apartments development, which will consist of 92 multi-family dwelling units and 10,000 square feet of specialty retail, will generate a total of 96 p.m. peak-hour trips with 58 entering and 38 exiting. The proposed development is located north of Excalibur Road and on the west side of Citrus Tower Boulevard. Build-out of the development is anticipated in 2016.
- Access to the project is proposed via a single driveway that intersects Citrus Tower Boulevard

Existing

- Under existing conditions, all signalized intersections within the project study area operate within the adopted service levels.
- The intersection of SR 50 at Citrus Tower Boulevard currently has a p.m. peak-hour V/C deficiency in the southbound left-turn movement.
- Under existing conditions, all of the study roadway segments currently operate within the adopted service levels, with the exception of S. Hancock Road from Hooks Street to Johns Lake Road.

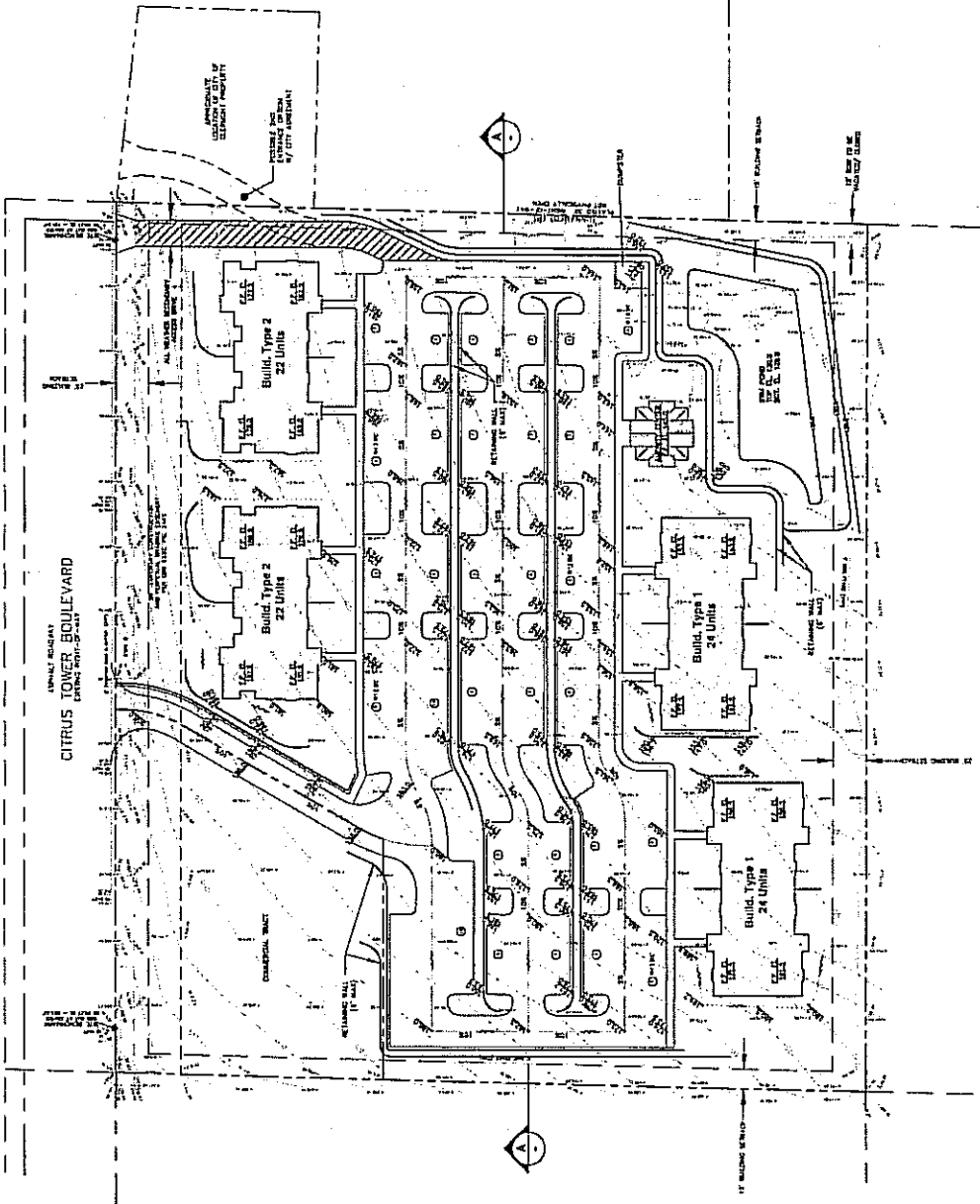
Build-Out

- Under build-out conditions the project driveway is expected to operate within an acceptable LOS. A driveway connection permit will be obtained from FDOT for access to Citrus Tower Boulevard.
 - Based on NCHRP Report 457 an exclusive northbound left-turn lane is warranted to serve the project. The turn lane should be 195 feet in length, which includes a 50-ft. taper.
- Under build-out conditions, all of the signalized intersections are expected to operate within the adopted service levels.
- The intersection of SR 50 at Citrus Tower Boulevard currently has a p.m. peak-hour V/C deficiency in the southbound left-turn movement, which the proposed development does not impact and is currently deficient.
- Under build-out conditions, all of the study roadway segments are expected to operate within the adopted service levels, with the exception of S. Hancock Road from Hooks Street to Johns Lake Road. This roadway is over capacity without the addition of project traffic, which is only one trip. Therefore, this is an existing deficiency and not subject to mitigation by the applicant.

Appendices

Appendix A

Preliminary Site Plan



PROJECT INFORMATION
AREA: 0.5 ACRES
TOTAL LOT AREA: 1.4 ACRES
TOTAL TRAIL AREA: 1.4 ACRES
APARTMENT UNITS: 92

CURRENT ZONING: RA
PROPOSED ZONING: R-3 RES
PROPOSED LOT COVER: 15%
PROPOSED LOT AREA: 0.5 ACRES
PROPOSED LOT USE: RESIDENTIAL/COMMERCIAL (1000)
PROPOSED LOT USE: RESIDENTIAL/COMMERCIAL (1000)

STRENGTH INFORMATION
POINT: 257
ELEVATION: 100.0
CORNER: 157
SIDE: 157

ALLOWABLE DENSITY
RA ZONING: 350 SF/UNIT
PROPOSED DENSITY: 186 SF/UNIT
7.4 ACRES / 92 UNITS = 350 SF/UNIT

PARKING REQUIREMENT CALCULATION
42.7 SF/UNIT x 92 UNITS = 3928 SF
42.7 SF/UNIT x 124 UNITS = 5295 SF
TOTAL REQUIRED PARKING SPACES: 186

PARKING PROVIDED
STANDARD SPACES: 186
TOTAL SPACES: 186

ALTERNATE NO. 1017453
CITRUS TOWER APARTMENT COMPLEX
PARCEL ID NO. RA-22-24-13000480000
ALTERNATE NO. 1017453

NOTES:
1. BUILDINGS HAVE UNIT STORAGE SPACES ON EAST (OPPOSITE) 1/2 OF BOTTOM FLOOR.
2. FLOOR PLANS SHOWN ARE @ FINISH LEVEL.

Sheet
Title
Project

CITRUS TOWER APARTMENTS
& COMMERCIAL SITE
CLEMONT, FLORIDA

For
Prepared

DALIT GILL
9 KENVIEW BLVD
BRAFORD, ONTARIO, CANADA

Sheet
Title
Project

SITE & GRADING PLAN

Scale
Date
Drawn
Checked
Reviewed
Approved

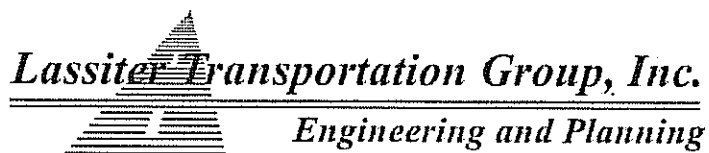
13.024
Street Number

13.024
Street Number

13.024
Street Number

Appendix B

Approved Methodology



Via Email: (omarcondes@lakesumtermpo.com)

Ref: 3919.01

January 24, 2014

Olga V. Marcondes,
Transportation Planner
Lake-Sumter MPO
1616 South 14th Street
Leesburg, Florida 34748

Re: Citrus Tower Apartments – Traffic Impact Study Methodology

Dear Ms. Marcondes:

Lassiter Transportation Group, Inc. (LTG) was retained by Gill Manufacturing, Ltd. to prepare a Traffic Impact Study (TIS) for the proposed Citrus Tower Apartments development. The development will consist of 92 multi-family dwelling units and 10,000 square feet of specialty retail. The proposed development is located north of Excalibur Road and on the west side of Citrus Tower Boulevard. Figure 1 shows the location of the project relative to the surrounding road network. The anticipated build-out year for the project is 2016. This letter outlines the proposed methodology by which the TIS for the project will be conducted.

Analysis Period

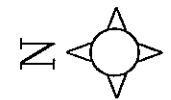
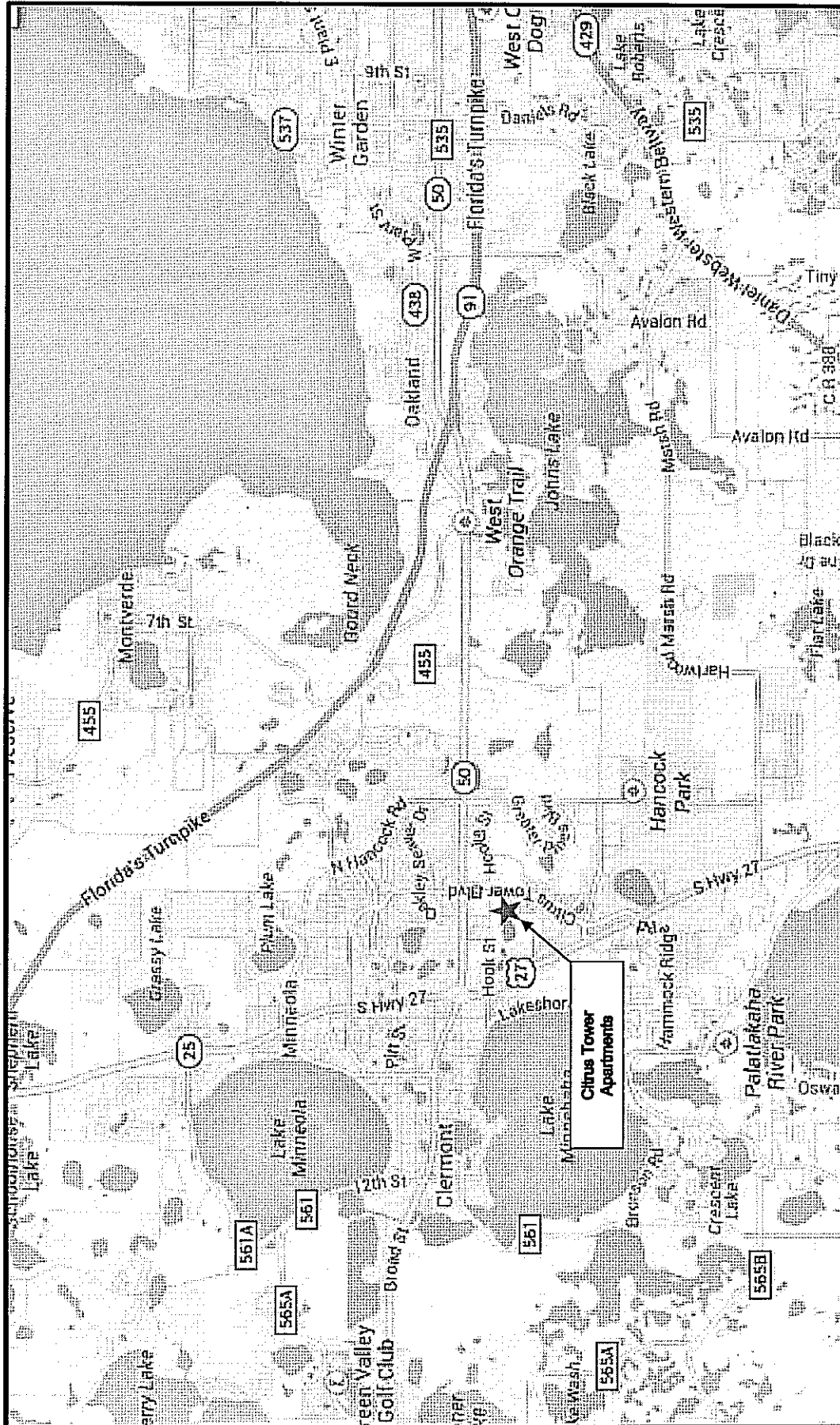
Consistent with discussions with the Lake-Sumter Metropolitan Planning Organization (LSMPO) Staff, the p.m. peak-hour is proposed for the intersection analysis. Segments will be analyzed on a p.m. peak-hour directional basis, as is consistent with Lake County concurrency procedures and available segment data.

Traffic Concurrency Spreadsheet

The analysis will be based on the latest concurrency information as obtained from the City of Clermont, the LSMPO, and the Florida Department of Transportation (FDOT).

Trip Generation

The Trip Generation for the Project was determined using the trip generation rates contained in the Institute of Transportation Engineers' (ITE) 9th Edition of the *Trip Generation Manual*. Table 1 provides the daily and p.m. peak-hour trips for the proposed development.



NTS

Citrus Tower Apartments

Location Map

Project No.:3919.01

Figure: 1

Lassiter Transportation Group, Inc.
Engineering and Planning

123 Live Oak Avenue - Daytona Beach, Florida 32114
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

**Table 1
Trip Generation
Citrus Tower Apartments**

Time Period	Land Use	ITE Land Use Code	Trip Rate Equation	Units (X)	Total Trips (T)	Percent Enter	Percent Exit	Trips Entering	Trips Exiting
Daily	Apartment	220	$T=6.06(X)+123.56$	92 DU	682	50%	50%	341	341
	Specialty Retail Center	826	$T=44.32(X)$	10 KSF	444	50%	50%	222	222
	Totals:				1,126			563	563
P.M. Peak-Hour	Apartment	220	$T=0.55(X)+17.65$	92 DU	68	67%	33%	46	22
	Specialty Retail Center	826	$T=2.71(X)$	10 KSF	28	44%	56%	12	16
	Totals:				96			58	38

Source: ITE, Trip Generation 9th Edition

Study Area

Per discussions with the LSMPO Staff, the study will include the following intersections along with all roadway segments that are impacted by the proposed project to within one percent or greater of the peak-hour two-way adopted level of service (LOS) capacity and are within 3.6 drivable miles of the development:

Intersections

- Citrus Tower Boulevard at SR 50
- Citrus Tower Boulevard at Hooks Street
- Citrus Tower Boulevard at Steve's Road/Excalibur Road

Roadway Segments

- Blackstill Lake Road from Fosgate Road to CR 50
- CR 50 from US 27 to CR 455
- Citrus Tower Boulevard from N. US 27 to S. US 27
- East Avenue from CR 561 to SR 50
- Excalibur Road from Hooks Street to Citrus Tower Boulevard
- Hammock Ridge from Lake Shore Drive to US 27
- Hancock Road from CR 50 to Hardwood Marsh Road
- Hooks Street from Lakeshore Drive to Hancock Road
- Johns Lake Road from US 27 to Hancock Road
- SR 50 from CR 561 to CR 455
- US 27/SR 25 from CR 50 to Hardwood Marsh Road

Traffic Count Procedures

Manual turning movement counts will be conducted on a Tuesday, Wednesday or Thursday from 4:00 p.m. to 6:00 p.m. at each study intersection. Counts will be less than one-year old.

Trip Assignment

Using the p.m. peak-hour trip generation and the project trip distribution pattern, traffic will be assigned to the study area roadways.

Build-Out Traffic

The p.m. peak-hour build-out traffic will be developed by the sum of the background traffic and the estimated project traffic. Background traffic will be estimated by increasing the existing traffic with reserved/committed trips from the 2013 Lake County Annual Traffic Count.

Intersection Analysis –P.M. Peak-Hour (Existing and Build-Out Conditions)

The operating conditions for both the existing and future conditions at the signalized intersections will be evaluated using the Highway Capacity Software, Version 6.5 (HCS). This software utilizes the methodology outlined in Chapter 18 of the 2010 Highway Capacity Manual, titled "Signalized Intersections."

Segment Analysis – Existing and Build-Out Conditions

If the p.m. peak-hour traffic is expected to exceed the maximum service volume of a roadway segment, a transportation analysis may be conducted to determine service volume specific to that segment. The procedures documented in the latest version of the FDOT *Quality/Level of Service Handbook* will be used to determine specific capacity.

Improvements

If warranted, appropriate roadway and intersection improvements will be identified. Conditions will be analyzed for improvements that are required for mitigation. Site access needs will be addressed.

Please review and advise if the City is in agreement with this proposed methodology or provide comments relating to preferred revisions. If you have any questions, please contact me at 386.257.2571.

Sincerely,

LASSITER TRANSPORTATION GROUP, INC.



Daniel M. D'Antonio, PE
Project Manager

c: Dave Carter, PE (DCC)
Daniel C. Lewis, VP, Ridge Professional Group, Inc.. (dlewis@ridgeprofessionalgroup.com)

Appendix C

Turning Movement Counts

DE TRAFFIC
<http://de-traffic.com>

<http://de-traffic.com>

File Name : SR 50 at Citrus
Site Code : 00000001
Start Date : 1/29/2014
Page No : 1

Groups Printed- Automobiles - Commercial

Start Time	Citrus Tower Blvd Southbound						SR 50 Westbound						Citrus Tower Blvd Northbound						SR 50 Eastbound					
	Factor	Left	Thru	Right	App. Total	Total	Left	Thru	Right	App. Total	Total	Left	Thru	Right	App. Total	Total	Left	Thru	Right	App. Total	Total			
																						1.0	1.0	1.0
04:00 PM		56	73	20	149		70	287	50	407		20	73	47	140		26	197	9	232		928		
04:15 PM		69	86	33	188		71	270	67	408		22	85	63	170		15	188	15	218		984		
04:30 PM		54	92	24	170		52	258	51	361		21	75	52	148		26	219	11	256		935		
04:45 PM		52	81	27	160		45	269	43	357		22	83	46	151		24	228	11	263		931		
Total		231	332	104	667		238	1084	211	1533		85	316	208	609		91	832	46	969		3778		
05:00 PM		43	87	21	151		65	302	52	419		23	81	54	158		19	218	15	252		980		
05:15 PM		35	76	19	130		75	315	43	433		30	76	43	149		24	242	13	279		991		
05:30 PM		54	53	22	129		45	328	35	408		13	66	65	144		26	220	15	261		942		
05:45 PM		42	45	23	110		52	259	43	354		15	76	43	134		26	191	13	230		828		
Total		174	261	85	520		237	1204	173	1614		81	299	205	585		95	871	56	1022		3741		

	1989	1987	475	2288	384	3147	166	615	413	1194	186	1703	102	1991	7519
Grand Total	405	593	189	1187	475	2288	384	3147	166	615	413	1703	102	1991	7519
Approch %	34.1	50.0	15.9	15.1	15.1	72.7	12.2	41.9	13.9	51.5	34.6	85.5	5.1		
Total %	5.4	7.9	2.5	15.8	6.3	30.4	5.1	41.9	2.2	8.2	5.5	22.6	1.4	26.5	

Start Time	Citrus Tower Blvd Southbound				SR 50 Westbound				Citrus Tower Blvd Northbound				SR 50 Eastbound			
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total
Peak Hour From 04:00 PM to 06:00 PM - Peak 1 of 1																
Intersection 04:45 PM																
Volume	184	297	89	570	230	1214	173	1617	88	306	208	602	93	908	54	1055
Percent	32.3	52.1	15.6		14.2	75.1	10.7		14.6	50.8	34.6		8.8	86.1	5.1	
05:15 Volume	35	76	19	130	75	315	43	433	30	76	43	149	24	242	13	279
Peak Factor																
High Int.	04:45 PM				05:15 PM				05:00 PM				05:15 PM			
Volume	52	81	27	160	75	315	43	433	23	81	54	158	24	242	13	279
Peak Factor				0.891				0.934				0.953				0.945

DE TRAFFIC
http://de-traffic.com
CITRUS TOWER BLVD AT SR 50
LAKE COUNTY, FLORIDA

File Name : SR 50 at Citrus
Site Code : 00000001
Start Date : 1/29/2014
Page No : 2

Groups Printed- Commercial																
Citrus Tower Blvd				SR 50				Citrus Tower Blvd				SR 50				
Southbound				Westbound				Northbound				Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0	
04:00 PM	0	0	0	0	0	2	1	3	0	1	0	1	0	1	0	1
04:15 PM	2	0	0	2	0	3	1	4	0	0	3	3	0	1	0	1
04:30 PM	0	0	0	0	0	4	0	4	0	0	0	4	0	4	0	4
04:45 PM	0	0	1	1	0	2	1	3	0	0	1	1	0	2	0	2
Total	2	0	1	3	0	11	3	14	0	1	4	5	0	8	0	8
05:00 PM	0	0	0	0	0	4	0	4	0	0	2	2	0	4	0	4
05:15 PM	0	0	0	0	0	5	1	6	1	0	0	1	0	5	0	5
05:30 PM	0	0	1	1	0	2	0	2	0	1	2	3	0	4	0	4
05:45 PM	0	0	0	0	0	5	1	6	0	0	1	1	0	2	0	2
Total	0	0	1	1	0	16	2	18	1	1	5	7	0	15	0	15
Grand Total	2	0	2	4	0	27	5	32	1	2	9	12	0	23	0	23
Approach %	50.0	0.0	50.0		0.0	84.4	15.6		8.3	16.7	75.0		0.0	100.0	0.0	
Total %	2.8	0.0	2.8	5.6	0.0	38.0	7.0	45.1	1.4	2.8	12.7	16.9	0.0	32.4	0.0	32.4

<http://de-traffic.com>

CITRUS TOWER BLVD AT SR 50
LAKE COUNTY, FLORIDA

File Name : SR 50 at Citrus
Site Code : 00000001
Start Date : 1/29/2014
Page No : 3

Groups Printed- Peds

	Citrus Tower Blvd Southbound						SR 50 Westbound						Citrus Tower Blvd Northbound						SR 50 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0			1.0	1.0	1.0	1.0			1.0	1.0	1.0	1.0			1.0	1.0	1.0	1.0		
04:30 PM	0	0	0	1	1		0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	1
04:45 PM	0	0	0	0	0		0	0	0	1	1		0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	1	1		0	0	0	1	1		0	0	0	0	0	0	0	0	0	0	0	2
05:15 PM	0	0	0	1	1		0	0	0	2	2		0	0	0	0	0	0	0	0	0	1	1	4
Total	0	0	0	1	1		0	0	0	2	2		0	0	0	0	0	0	0	0	0	1	1	4
Grand Total	0	0	0	2	2		0	0	0	3	3		0	0	0	0	0	0	0	0	0	1	1	6
Approch %	0.0	0.0	0.0	100.0			0.0	0.0	0.0	100.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0		
Total %	0.0	0.0	0.0	33.3	33.3		0.0	0.0	0.0	50.0	50.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.7		

DE TRAFFIC

http://de-traffic.com

CITRUS TOWER BLVD AT HOOKS ST LAKE COUNTY, FLORIDA

File Name : Citrus at Hooks
Site Code : 00000002
Start Date : 1/29/2014
Page No : 1

Groups Printed- Automobiles - Commercial																	
Citrus Tower Blvd						Hooks St						Citrus Tower Blvd					
Southbound						Westbound						Northbound					
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
04:00 PM	5	142	6	153	45	43	5	93	13	101	11	125	10	32	26	68	439
04:15 PM	6	153	9	168	54	51	9	114	11	126	16	153	13	30	24	67	502
04:30 PM	8	157	11	176	63	63	9	135	16	135	21	172	15	34	26	75	558
04:45 PM	9	144	8	161	53	75	12	140	22	143	26	191	11	22	18	51	543
Total	28	596	34	658	215	232	35	482	62	505	74	641	49	118	94	261	2042
05:00 PM	10	141	13	164	66	47	8	121	20	112	23	155	11	39	21	71	511
05:15 PM	11	122	15	148	74	52	12	138	23	103	26	152	19	51	19	89	527
05:30 PM	15	116	12	143	45	42	13	100	19	112	15	146	21	43	13	77	466
05:45 PM	14	112	11	137	42	43	10	95	16	103	19	138	20	34	11	65	435
Total	50	491	51	592	227	184	43	454	78	430	83	591	71	167	64	302	1939
Grand Total	78	1087	85	1250	442	416	78	936	140	935	157	1232	120	285	158	563	3981
Approch %	6.2	87.0	6.8		47.2	44.4	8.3		11.4	75.9	12.7		21.3	50.6	28.1		
Total %	2.0	27.3	2.1	31.4	11.1	10.4	2.0	23.5	3.5	23.5	3.9	30.9	3.0	7.2	4.0	14.1	

Peak Hour From 04:00 PM to 06:00 PM - Peak 1 of 1																	
Citrus Tower Blvd						Hooks St						Citrus Tower Blvd					
Southbound						Westbound						Northbound					
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Intersection 04:30 PM	38	564	47	649	256	237	41	534	81	493	96	670	56	146	84	286	2139
Volume	5.9	86.9	7.2		47.9	44.4	7.7		12.1	73.6	14.3		19.6	51.0	29.4		
Percent	8	157	11	176	63	63	9	135	16	135	21	172	15	34	26	75	558
Peak Factor																	0.958
High Int. 04:30 PM					04:45 PM				04:45 PM				05:15 PM				
Volume	8	157	11	176	53	75	12	140	22	143	26	191	19	51	19	89	
Peak Factor				0.922				0.954				0.877				0.803	

DE TRAFFIC

http://de-traffic.com

CITRUS TOWER BLVD AT HOOKS ST
LAKE COUNTY, FLORIDA

File Name : Citrus at Hooks
Site Code : 00000002
Start Date : 1/29/2014
Page No : 2

Groups Printed- Commercial

Start Time Factor	Citrus Tower Blvd Southbound						Hooks St Westbound						Citrus Tower Blvd Northbound						Hooks St Eastbound						Int. Total
	Left 1.0	Thru 1.0	Right 1.0	App. Total	Left 1.0	Thru 1.0	Right 1.0	App. Total	Left 1.0	Thru 1.0	Right 1.0	App. Total	Left 1.0	Thru 1.0	Right 1.0	App. Total	Left 1.0	Thru 1.0	Right 1.0	App. Total	Left 1.0	Thru 1.0	Right 1.0	App. Total	
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:30 PM	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:45 PM	0	0	0	0	1	0	0	1	0	0	1	0	1	0	0	1	0	0	1	0	0	1	0	1	3
Total	0	1	1	2	1	0	0	1	0	0	2	0	2	0	0	2	0	0	2	0	0	2	0	2	7
05:00 PM	0	0	1	1	0	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	0	0	0	0	2
05:15 PM	1	1	0	2	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:30 PM	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	3
05:45 PM	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	2	1	1	4	0	0	2	2	0	0	1	0	1	0	0	1	0	0	2	0	2	0	2	0	9
Grand Total	2	2	2	6	1	0	2	3	0	0	3	0	3	0	0	4	0	0	4	0	4	0	4	0	16
Approch %	33.3	33.3	33.3		33.3	0.0	66.7		0.0	0.0	100.0	0.0	0.0	0.0	100.0	0.0	0.0	100.0	0.0	0.0	25.0	25.0	0.0	25.0	
Total %	12.5	12.5	12.5	37.5	6.3	0.0	12.5	18.8	0.0	0.0	18.8	0.0	18.8	0.0	0.0	18.8	0.0	0.0	25.0	0.0	25.0	0.0	25.0	0.0	

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CITRUS TOWER BLVD AT HOOKS ST
LAKE COUNTY, FLORIDA

File Name : Citrus at Hooks
Site Code : 00000002
Start Date : 1/29/2014
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CITRUS TOWER BLVD AT STEVE'S RD
LAKE COUNTY, FLORIDA

File Name : Citrus at Steves
Site Code : 00000003
Start Date : 1/29/2014
Page No : 1

Groups Printed- Automobiles - Commercial

		Citrus Tower Blvd Southbound						Excalibur Rd Westbound						Citrus Tower Blvd Northbound						Steve's Rd Eastbound					
Start Time	Factor	Left	Thru	Right	App.	Total	Left	Thru	Right	App.	Total	Left	Thru	Right	App.	Total	Left	Thru	Right	App.	Total	Int. Total			
		1.0	1.0	1.0			1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0					
04:00 PM		4	152	53	209		13	4	1	18		5	125	7	137		13	9	13	35		399			
04:15 PM		5	175	61	241		13	4	1	18		11	153	8	172		11	10	10	31		462			
04:30 PM		4	145	51	200		15	5	2	22		6	143	5	154		19	11	15	45		421			
04:45 PM		5	168	43	216		11	2	1	14		5	157	8	170		26	13	13	52		452			
Total		18	640	208	866		52	15	5	72		27	578	28	633		69	43	51	163		1734			
05:00 PM		2	146	42	190		13	4	1	18		9	98	9	116		25	15	11	51		375			
05:15 PM		6	154	51	211		15	5	1	21		10	110	9	129		21	13	10	44		405			
05:30 PM		4	172	41	217		12	5	1	18		6	101	9	116		24	11	7	42		393			
05:45 PM		4	164	53	221		7	4	1	12		17	134	4	155		25	11	13	49		437			
Total		16	636	187	839		47	18	4	69		42	443	31	516		95	50	41	186		1610			
Grand Total		34	1276	395	1705		99	33	9	141		69	1021	59	1149		164	93	92	349		3344			
Approch %		2.0	74.8	23.2			70.2	23.4	6.4			6.0	88.9	5.1			47.0	26.6	26.4						
Total %		1.0	38.2	11.8	51.0		3.0	1.0	0.3	4.2		2.1	30.5	1.8	34.4		4.9	2.8	2.8	10.4					

	Citrus Tower Blvd Southbound						Excalibur Rd Westbound						Citrus Tower Blvd Northbound						Steve's Rd Eastbound											
Start Time	Left	Thru	Right	App.	Total		Left	Thru	Right	App.	Total		Left	Thru	Right	App.	Total		Left	Thru	Right	App.	Total		Int. Total					
Peak Hour From 04:00 PM to 06:00 PM - Peak 1 of 1																														
Intersection	04:00 PM																													
Volume	18	640	208		866		52	15	5		72		27	578	28		633		69	43	51		163		1734					
Percent	2.1	73.9	24.0				72.2	20.8	6.9				4.3	91.3	4.4				42.3	26.4	31.3									
04:15 Volume	5	175	61		241		13	4	1		18		11	153	8		172		11	10	10		31		462					
Peak Factor																									0.938					
High Int.	04:15 PM						04:30 PM						04:15 PM						04:45 PM											
Volume	5	175	61		241		15	5	2		22		11	153	8		172		26	13	13		52							
Peak Factor					0.898						0.818						0.920						0.784							

<http://de-traffic.com>

CITRUS TOWER BLVD AT STEVE'S RD
LAKE COUNTY, FLORIDA

File Name : Citrus at Steves
Site Code : 00000003
Start Date : 1/29/2014
Page No : 2

Groups Printed- Commercial																								
Citrus Tower Blvd Southbound					Excalibur Rd Westbound					Citrus Tower Blvd Northbound					Steve's Rd Eastbound									
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total							
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0									
04:00 PM	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1						
04:15 PM	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1						
04:45 PM	0	1	0	1	0	0	0	0	0	1	0	1	0	0	0	0	0	2						
Total	0	1	0	1	0	0	0	0	0	3	0	3	0	0	0	0	0	4						
05:00 PM	0	1	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	2						
05:30 PM	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1						
05:45 PM	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1						
Total	0	1	0	1	0	0	1	1	0	2	0	2	0	0	0	0	0	4						
Grand Total	0	2	0	2	0	0	1	1	0	5	0	5	0	0	0	0	0	8						
Approch %	0.0	100.0	0.0		0.0	0.0	100.0		0.0	100.0	0.0		0.0	0.0	0.0									
Total %	0.0	25.0	0.0	25.0	0.0	0.0	12.5	12.5	0.0	62.5	0.0	62.5	0.0	0.0	0.0	0.0	0.0							

<http://de-traffic.com>

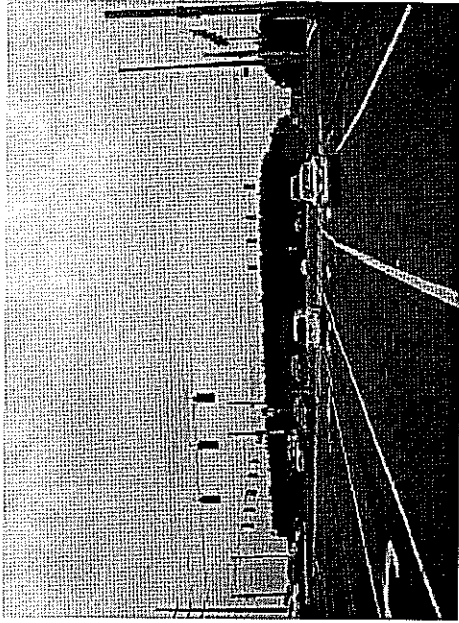
CITRUS TOWER BLVD AT STEVE'S RD
LAKE COUNTY, FLORIDA

File Name : Citrus at Steves
Site Code : 00000003
Start Date : 1/29/2014
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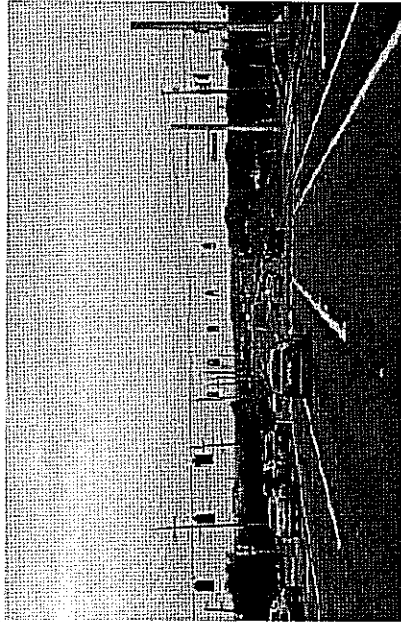
[illegible]



NB Approach



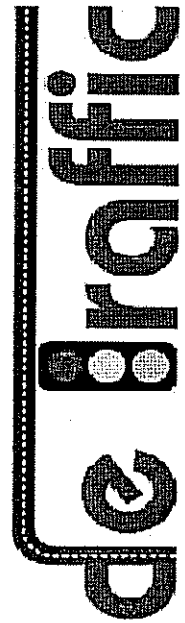
SB Approach



EB Approach



WB Approach



Citrus Tower Blvd
at SR 50

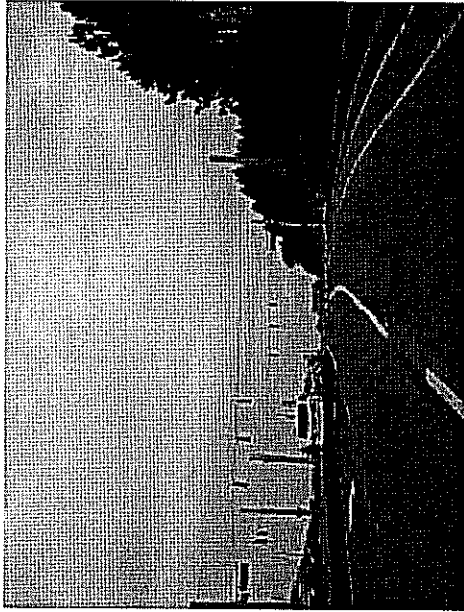
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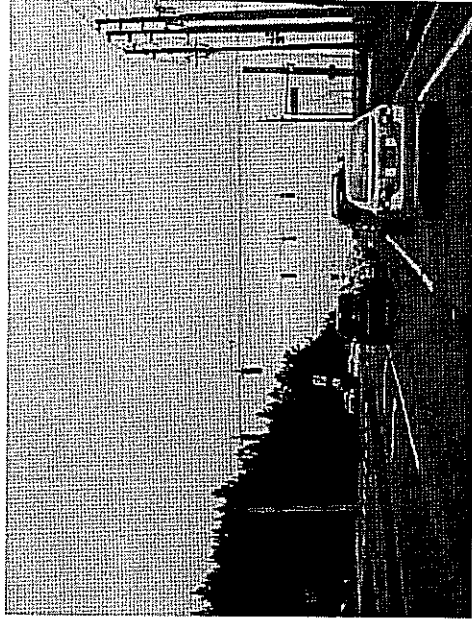
Lake County

Project
Number: L2004-359

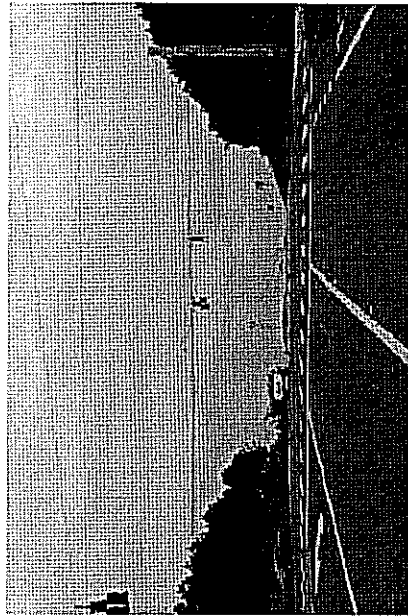
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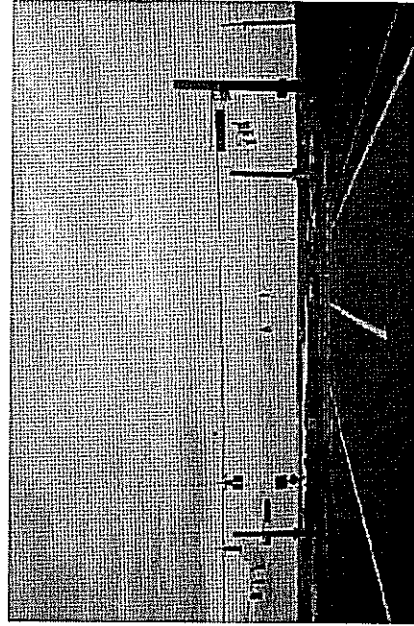
NB Approach



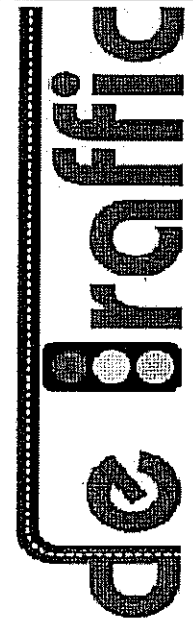
SB Approach



EB Approach



WB Approach



Citrus Tower Blvd
at Hooks St

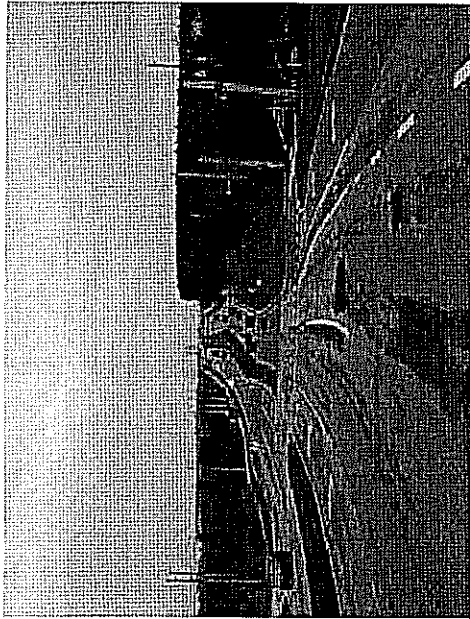
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Project
Number: L2004-359

Page
Number: 2



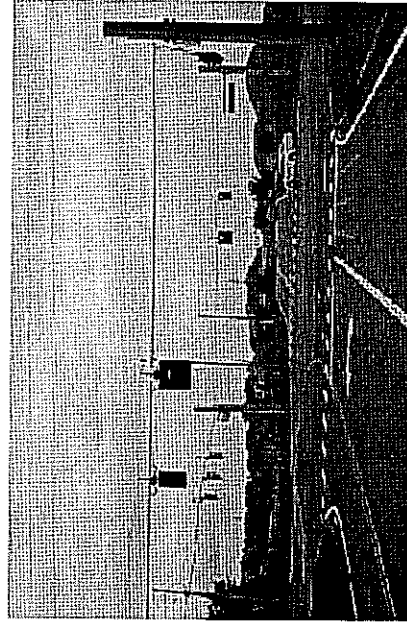
NB Approach



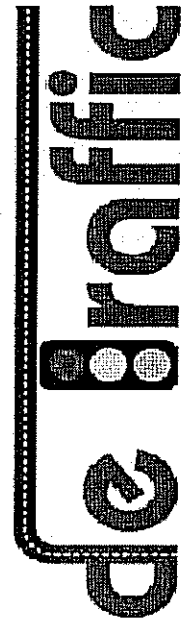
SB Approach



EB Approach



WB Approach



Citrus Tower Blvd at
Steve's Rd/ Excalibur Rd

Lake County

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Project
Number: L2004-359

Page
Number: 3

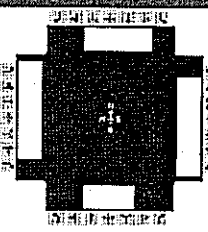
299 McGregor Rd. Deland, FL 32720
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Appendix D

Signalized Intersection HCS

Worksheets – Existing Conditions

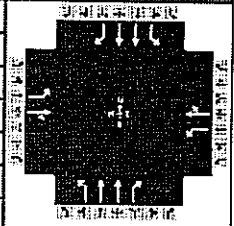
HCS 2010 Signalized Intersection Results Summary

General Information						Intersection Information									
Agency	LTG					Duration, h	0.25								
Analyst	DOH		Analysis Date	2/13/2014		Area Type	Other								
Jurisdiction	Lake County		Time Period	PM Peak-Hour		PHF	0.92								
Intersection	SR 50 at Citrus Tower Blvd		Analysis Year	2014		Analysis Period	1 > 7:00								
File Name	PM Peak-Hour SR 50 @ Citrus Tower Blvd.xus														
Project Description	Existing Conditions														
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				93	908	54	230	1214	173	88	306	208	184	297	89
Signal Information															
Cycle, s	100.0	Reference Phase	2												
Offset, s	0	Reference Point	End	Green	4.7	4.7	35.6	5.0	1.8	24.2					
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.0	0.0	4.0	4.0	0.0	4.0					
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	0.0	2.0	2.0	0.0	2.0					
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase				5	2	1	6	3	8	7	4				
Case Number				2.0	3.0	2.0	3.0	2.0	4.0	0.0	13.0				
Phase Duration, s				10.7	41.6	15.4	46.3	12.8	32.0	11.0	30.2				
Change Period, (Y+R _c), s				6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0				
Max Allow Headway (MAH), s				2.9	0.0	2.9	0.0	2.9	3.2	0.0	3.2				
Queue Clearance Time (g _s), s				4.9		9.1		7.3	16.4		26.2				
Green Extension Time (g _e), s				0.0	0.0	0.3	0.0	0.0	2.1	0.0	0.0				
Phase Call Probability				0.94		1.00		0.93	1.00		1.00				
Max Out Probability				1.00		0.00		0.33	0.17		1.00				
Movement Group Results				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement				5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h				101	987	59	250	1320	188	96	296	263	200	323	97
Adjusted Saturation Flow Rate (s), veh/h/ln				1723	1691	1579	1723	1691	1579	1774	1863	1613	367	1730	1397
Queue Service Time (g _s), s				2.9	15.6	2.5	7.1	21.0	8.1	5.3	14.0	14.4	5.0	17.4	2.7
Cycle Queue Clearance Time (g _c), s				2.9	15.6	2.5	7.1	21.0	8.1	5.3	14.0	14.4	24.2	17.4	2.7
Green Ratio (g/C)				0.05	0.36	0.36	0.09	0.40	0.40	0.07	0.26	0.26	0.24	0.24	0.24
Capacity (c), veh/h				162	1805	562	325	2045	636	121	484	419	161	418	675
Volume-to-Capacity Ratio (X)				0.624	0.547	0.105	0.770	0.645	0.296	0.789	0.611	0.626	1.245	0.772	0.143
Available Capacity (c _a), veh/h				207	1805	562	620	2045	636	195	484	419	161	418	675
Back of Queue (Q), veh/ln (50th percentile)				1.2	5.9	0.9	2.9	7.8	2.9	2.4	6.0	5.5	8.1	7.7	0.9
Queue Storage Ratio (RQ) (50th percentile)				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh				46.8	25.8	21.6	44.2	24.1	20.2	45.9	32.6	32.7	38.0	35.4	29.8
Incremental Delay (d ₂), s/veh				1.5	1.2	0.4	1.5	1.6	1.2	4.3	1.6	2.2	151.5	7.9	0.0
Initial Queue Delay (d ₃), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh				48.3	27.0	21.9	45.7	25.7	21.4	50.2	34.2	34.9	189.5	43.2	29.8
Level of Service (LOS)				D	C	C	D	C	C	D	C	C	F	D	C
Approach Delay, s/veh / LOS				28.6	C		28.1	C		36.8	D		88.3	F	
Intersection Delay, s/veh / LOS				38.5						D					
Multimodal Results				EB			WB			NB			SB		
Pedestrian LOS Score / LOS				2.8	C		2.9	C		3.5	C		3.5	C	
Bicycle LOS Score / LOS				1.1	A		1.5	A		1.0	A		1.0	A	

HCS 2010 Signalized Intersection Results Summary

General Information

Agency	LTG	Intersection Information	
Analyst	DOH	Duration, h	0.25
Jurisdiction	City of Clermont	Analysis Date	2/13/2014
Intersection	Citrus Tower Blvd at Steve's Rd	Area Type	Other
File Name	PM Peak-Hour Citrus Tower Blvd @ Steve's Rd-Excalibur Rd.xus	PHF	0.92
Project Description	Existing Conditions	Analysis Year	2014
		Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	69	43	51	52	15	5	27	578	28	18	640	208

Signal Information

Cycle, s	90.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	1.9	0.7	51.8	7.3	4.3	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	2.0	0.0	2.0	2.0	2.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		10.0		10.0	2.0	3.0	2.0	3.0
Phase Duration, s		13.3		10.3	8.6	58.4	7.9	57.8
Change Period, (Y+R _c), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s		3.2		3.2	3.2	0.0	3.2	0.0
Queue Clearance Time (g _s), s		7.3		4.8	3.5		3.0	
Green Extension Time (g _e), s		0.1		0.1	0.0	0.0	0.0	0.0
Phase Call Probability		0.99		0.86	0.52		0.39	
Max Out Probability		0.22		0.00	0.00		0.00	

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	75	102		57	22		29	628	30	20	696	226
Adjusted Saturation Flow Rate (s), veh/h/ln	1774	1697		1774	1783		1774	1773	1579	1774	1773	1579
Queue Service Time (g _s), s	3.6	5.3		2.8	1.1		1.5	8.1	0.7	1.0	9.3	6.4
Cycle Queue Clearance Time (g _c), s	3.6	5.3		2.8	1.1		1.5	8.1	0.7	1.0	9.3	6.4
Green Ratio (g/C)	0.08	0.08		0.05	0.05		0.03	0.58	0.58	0.02	0.58	0.58
Capacity (c), veh/h	145	138		85	85		51	2066	920	38	2040	908
Volume-to-Capacity Ratio (X)	0.518	0.738		0.668	0.256		0.573	0.304	0.033	0.513	0.341	0.249
Available Capacity (c _a), veh/h	237	226		269	271		303	2066	920	835	2040	908
Back of Queue (Q), veh/ln (50th percentile)	1.6	2.3		1.3	0.5		0.7	3.0	0.3	0.5	3.5	2.2
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	39.6	40.4		42.2	41.3		43.2	9.5	8.0	43.6	10.1	9.5
Incremental Delay (d ₂), s/veh	1.1	2.9		3.4	0.6		3.7	0.4	0.1	3.9	0.5	0.7
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	40.7	43.3		45.5	41.9		46.9	9.9	8.1	47.5	10.6	10.1
Level of Service (LOS)	D	D		D	D		D	A	A	D	B	B
Approach Delay, s/veh / LOS	42.2		D	44.5		D	11.4		B	11.2		B
Intersection Delay, s/veh / LOS	15.6						B					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	3.0		C	3.0		C	2.2		B	2.2		B
Bicycle LOS Score / LOS	0.8		A	0.6		A	1.1		A	1.3		A

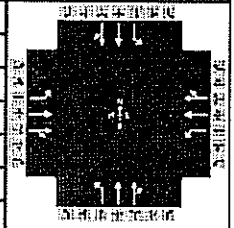
HCS 2010 Signalized Intersection Results Summary

General Information

Agency	LTG		
Analyst	DOH	Analysis Date	2/13/2014
Jurisdiction	City of Clermont	Time Period	PM Peak-Hour
Intersection	Citrus Tower Blvd at Hooks	Analysis Year	2014
File Name	PM Peak-Hour Citrus Tower Blvd @ Hooks St.xus		
Project Description	Existing Conditions		

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.92
Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	56	146	84	256	237	41	81	493	96	38	564	47

Signal Information

Cycle, s	100.0	Reference Phase	2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	10.1	16.1	22.1	28.0	12.4	52.4	9.4	49.4
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	3.1	3.1	3.1	3.1	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s	5.1	9.2	15.7	9.2	6.9		4.3	
Green Extension Time (g _e), s	0.0	0.9	0.4	1.0	0.1	0.0	0.0	0.0
Phase Call Probability	0.82	1.00	1.00	1.00	0.91		0.68	
Max Out Probability	1.00	0.00	0.00	0.00	0.00		0.00	

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	61	129	121	278	153	149	88	328	312	41	336	328
Adjusted Saturation Flow Rate (s), veh/h/ln	1757	1863	1641	1740	1863	1768	1774	1863	1757	1774	1863	1812
Queue Service Time (g _s), s	3.1	6.7	7.2	13.7	7.0	7.2	4.9	11.5	11.6	2.3	12.5	12.5
Cycle Queue Clearance Time (g _c), s	3.1	6.7	7.2	13.7	7.0	7.2	4.9	11.5	11.6	2.3	12.5	12.5
Green Ratio (g/C)	0.14	0.10	0.10	0.28	0.22	0.22	0.06	0.46	0.46	0.03	0.43	0.43
Capacity (c), veh/h	252	189	166	384	410	390	114	864	815	61	809	787
Volume-to-Capacity Ratio (X)	0.241	0.682	0.730	0.725	0.373	0.382	0.775	0.380	0.382	0.682	0.416	0.417
Available Capacity (c _a), veh/h	285	576	508	574	798	758	547	864	815	582	809	787
Back of Queue (Q), veh/ln (50th percentile)	1.3	3.1	2.9	5.6	3.1	3.0	2.2	4.9	4.7	1.1	5.4	5.3
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	38.1	43.4	43.6	31.3	33.1	33.2	46.1	17.4	17.5	47.8	19.5	19.5
Incremental Delay (d ₂), s/veh	0.2	1.6	2.3	1.0	0.2	0.2	4.2	1.3	1.4	4.9	1.6	1.6
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	38.3	45.0	45.9	32.2	33.3	33.4	50.3	18.7	18.8	52.7	21.1	21.2
Level of Service (LOS)	D	D	D	C	C	C	D	B	B	D	C	C
Approach Delay, s/veh / LOS	44.0		D	32.8		C	22.6		C	23.0		C
Intersection Delay, s/veh / LOS	28.1						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.9		C	2.8		C	2.8		C	2.8		C
Bicycle LOS Score / LOS	0.7		A	1.0		A	1.1		A	1.1		A

Appendix E
Lake County Transportation
Management System Segment Report
2013 Level of Service

2013 Level of Service (LOS) Analysis

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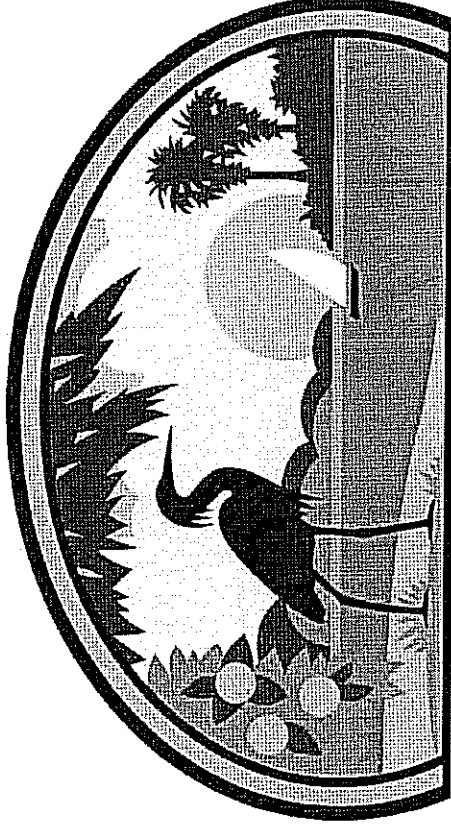
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Appendix F
2013 Lake County
Annual Traffic Count

2013 Lake County Annual Traffic Counts



LAKE COUNTY

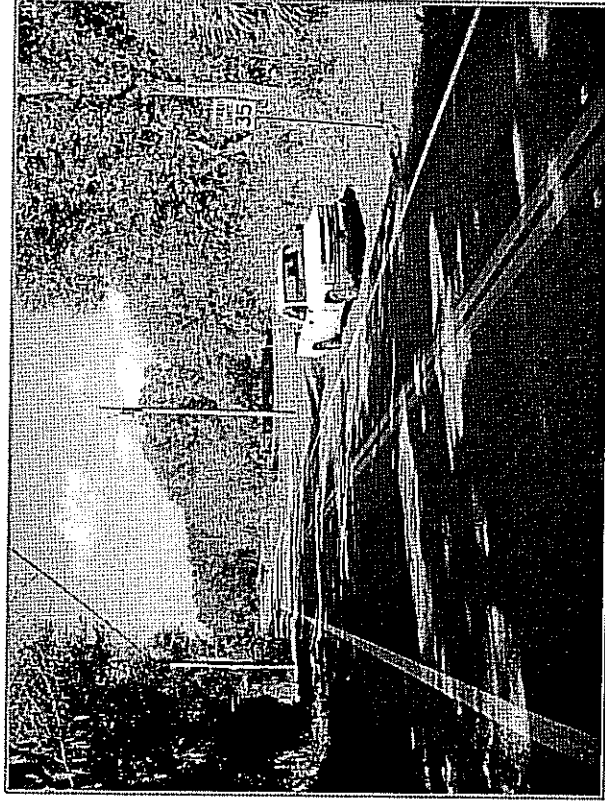
FLORIDA

Lake County Public Works
Engineering Division
437 Ardice Avenue
Eustis, Florida 32726

2013 Lake County Traffic Counts for County Roads



Lake County Public Works Building



Typical view of Lake County Annual Traffic Count Station setup

Lake County Public Works
Engineering Division
437 Ardice Avenue
Eustis, Florida 32726
Phone (352) 483-9092 or (352) 483-9000

2013 Lake County Traffic Counts for County Roads

Introduction

Lake County Public Works Engineering Division is pleased to provide to all the Local Governments and Interested Others, the 2013 Annual Daily Traffic Counts for all of the Lake County maintained major roads. The 2013 Annual Daily Traffic Count Program is one of the responsibilities of the Lake County Public Works Engineering Division.

The Lake County Public Works Traffic Count Program is the enumeration of vehicular volumes taken at all 289 count stations on roads within the County. Count reports produced by this program reflect daily and hourly volumes. Traffic counts are used by planners and engineers as a basic scale of comparison indicating the relative importance of various links in a road system. The traffic counts are also used to determine the Operating Level of Service on a given section of roadway.

The next series of pages are Traffic Count Station Location Maps and Traffic Tables. Every effort has been made to make the 2013 Annual Daily Traffic Counts Book as accurate as possible. Any errors or omissions should be brought to the attention of the Lake County Public Works staff.

The 2013 Annual Traffic Count Book is a public document. Copies will be made available for public inspection at Lake County Public Works Departments offices, 437 Ardice Avenue, Eustis, Florida. The 2013 Traffic Count Book will be provided to interested parties on request. Cost for reproduction may be charged, in accordance with Lake County policies.

Lake County Public Works wishes to acknowledge the Lake-Sumter Metropolitan Planning Organization for their contributions to the 2013 Lake County Traffic Count Program.

The 2013 Annual Lake County Traffic Counts booklet is available for download free on our website:

http://www.lakecountyfl.gov/departments/public_works/engineering/traffic_count.aspx

Lake County Public Works

Engineering Division

437 Ardice Avenue

Eustis, Florida 32726

Phone (352) 483-9092 or (352) 483-9000

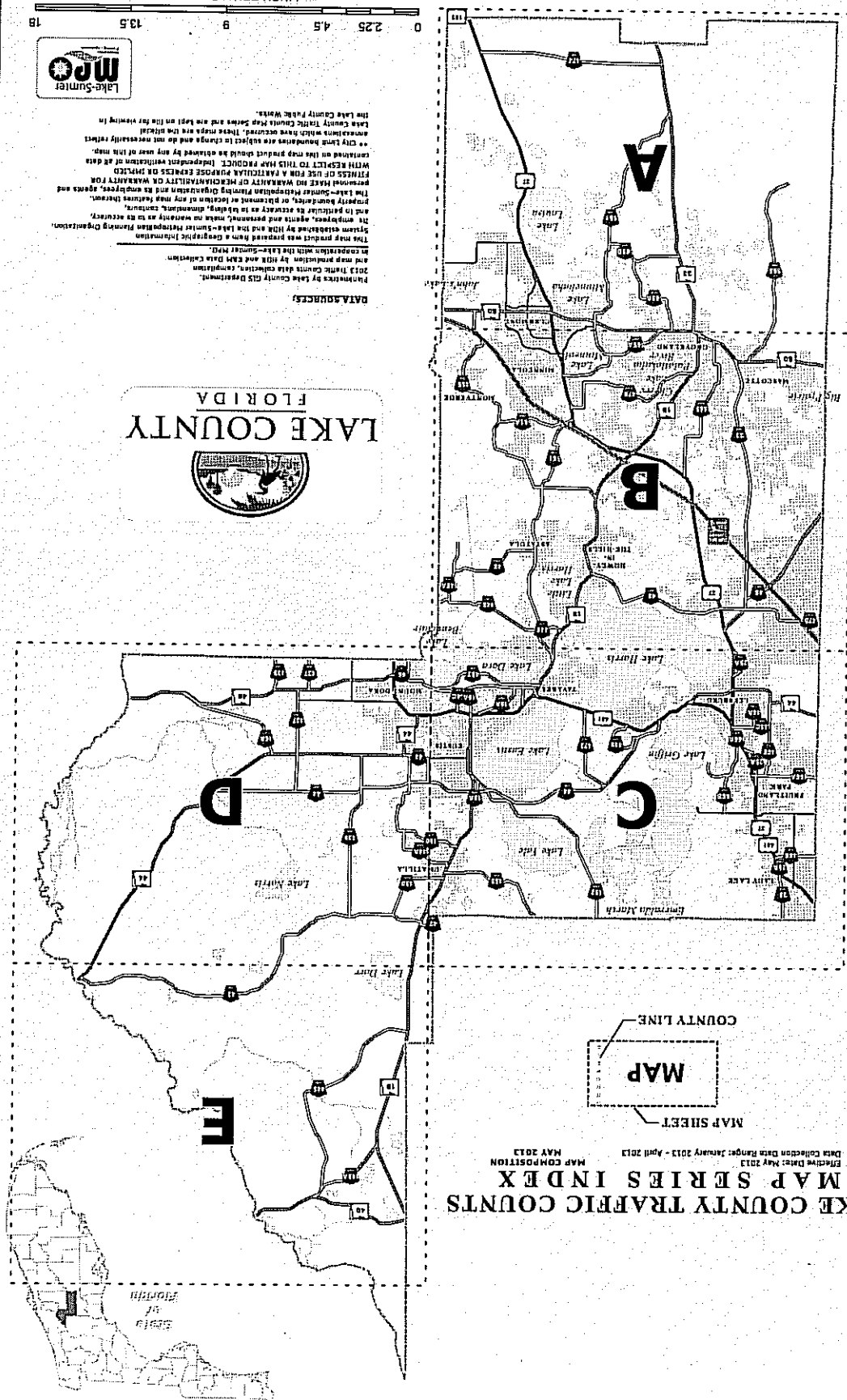
Effective Date: May 2013
Data Collection Date Range: January 2013 - April 2013
MAP COMPOSITION
MAY 2013

Effective Date: May 2013
Data Collection Date Range: January 2013 - April 2013
MAP COMPOSITION
MAY 2013

MAP SHEET—

MAP

—COUNTY LINE—



LAKE COUNTY
FLORIDA



DATA SOURCES:

[illegible]

2013 LAKE COUNTY ANNUAL TRAFFIC COUNTS MAP SERIES



Station ID

Traffic Count Station Location

County Road

State Road

US Highway

Interstate

Tollway

Active Railroad

Water Body

County Demarcation

Unimproved Area

Asphalt

Gravel

Grass

Forest

Water

Swamp

Marsh

Wetland

Barren

Barren

Barren

Barren

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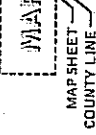
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MAP SHEET

COUNTY LINE

Legend

Map Series Index

Map Sheet C

Map Series Index

Map Sheet C

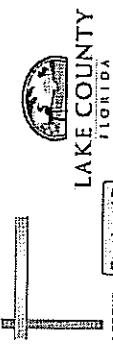
MARION COUNTY

SUMTER COUNTY

SEE INSET C-1

6

2013 LAKE COUNTY ANNUAL TRAFFIC COUNTS MAP SERIES



LEGEND Station ID

Traffic Count Station Location

County Road

State Road

US Highway

Interstate

Tunnel

Active Railroad

Water Body

County Delimitation

MAP SHEET

COUNTY LINE

MAP

LAKE COUNTY
FLORIDA

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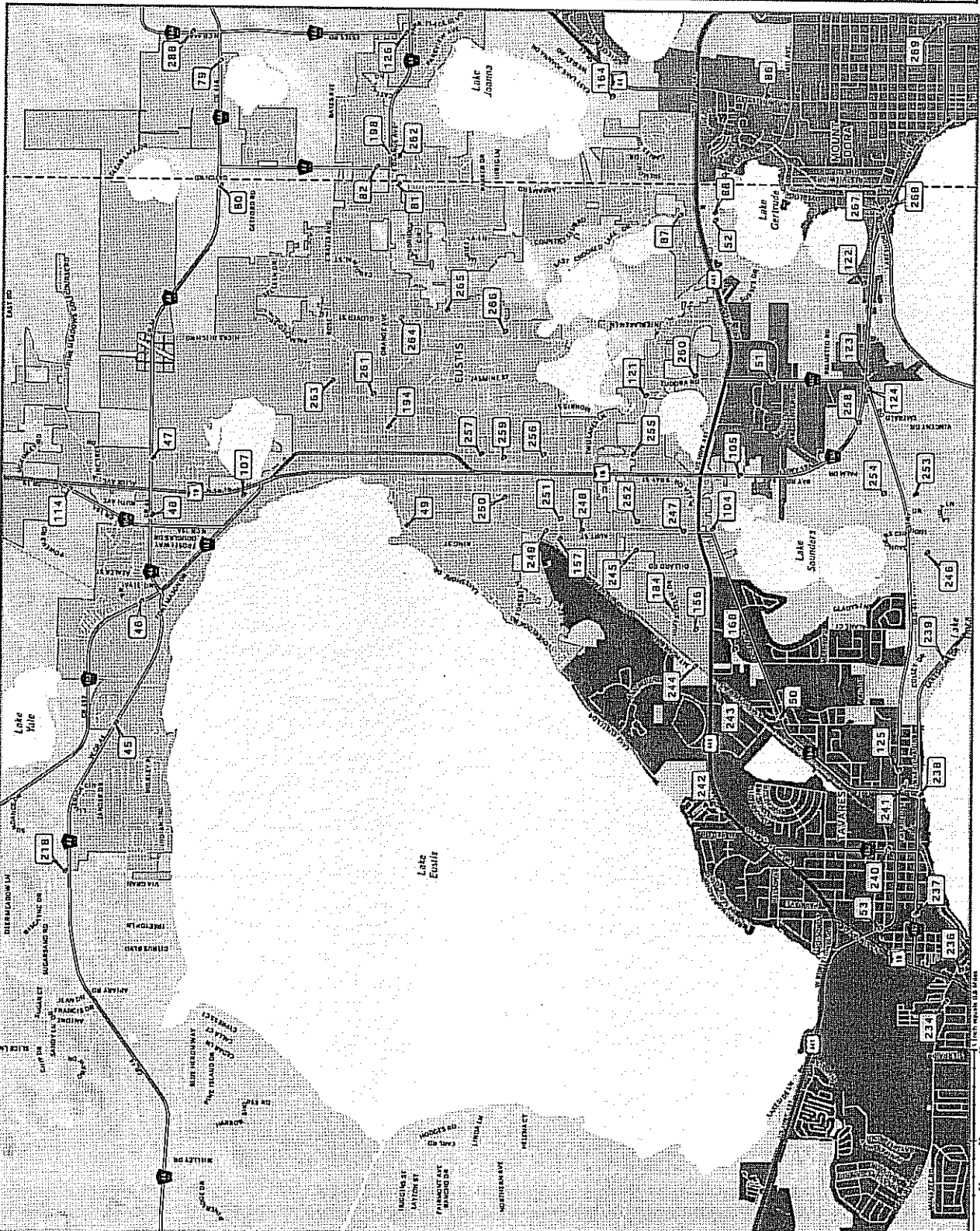
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LAKE COUNTY
FLORIDA



MAP SERIES
INDEX

MAP
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2013 LAKE COUNTY ANNUAL TRAFFIC COUNTS MAP SERIES



LAKE COUNTY
FLORIDA

MAP SERIES

MAP SHEET D

COUNTY LINE

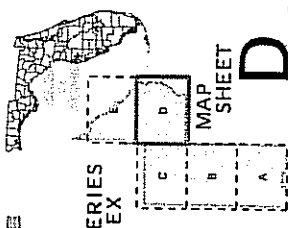
- LEGEND**
- Station ID
 - Traffic Count Station Location
 - County Road
 - State Road
 - US Highway
 - Interstate
 - Turnpike
 - Active Railroad
 - Water Body
 - County Delegation
 - Intersected Arterial
 - Arterial
 - Collector
 - Local
 - Expressway
 - Freeway
 - Interchange
 - Mountain
 - Waterway
 - Interchange

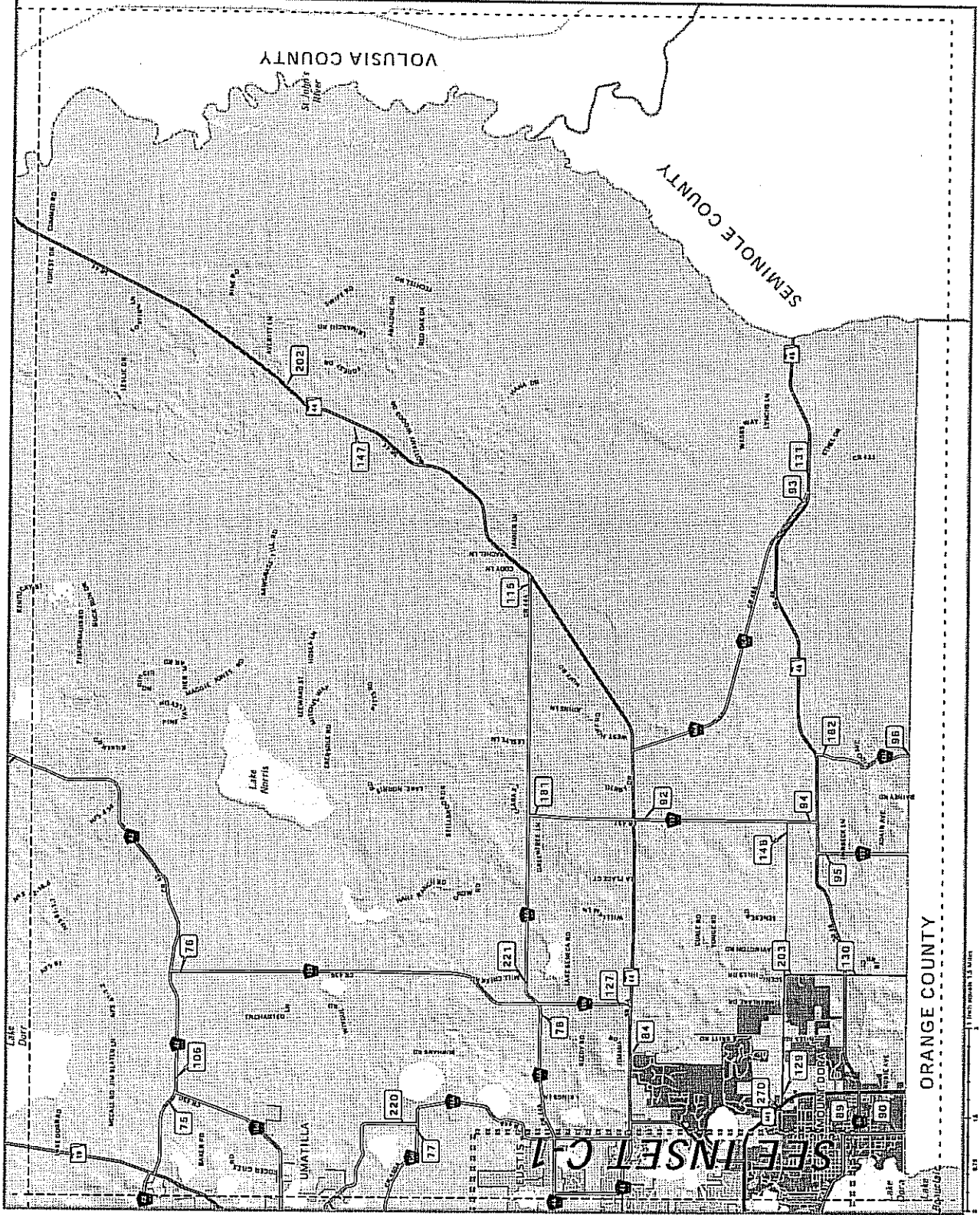
This map was prepared from a Geographic Information System (GIS) database. The data was collected from the Florida Department of Transportation (FDOT) and the Lake County Department of Transportation (LCDOT). The map is not a legal document and should not be used for legal purposes. The map is provided for informational purposes only.



MAP SERIES INDEX

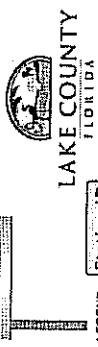
MAP SHEET D





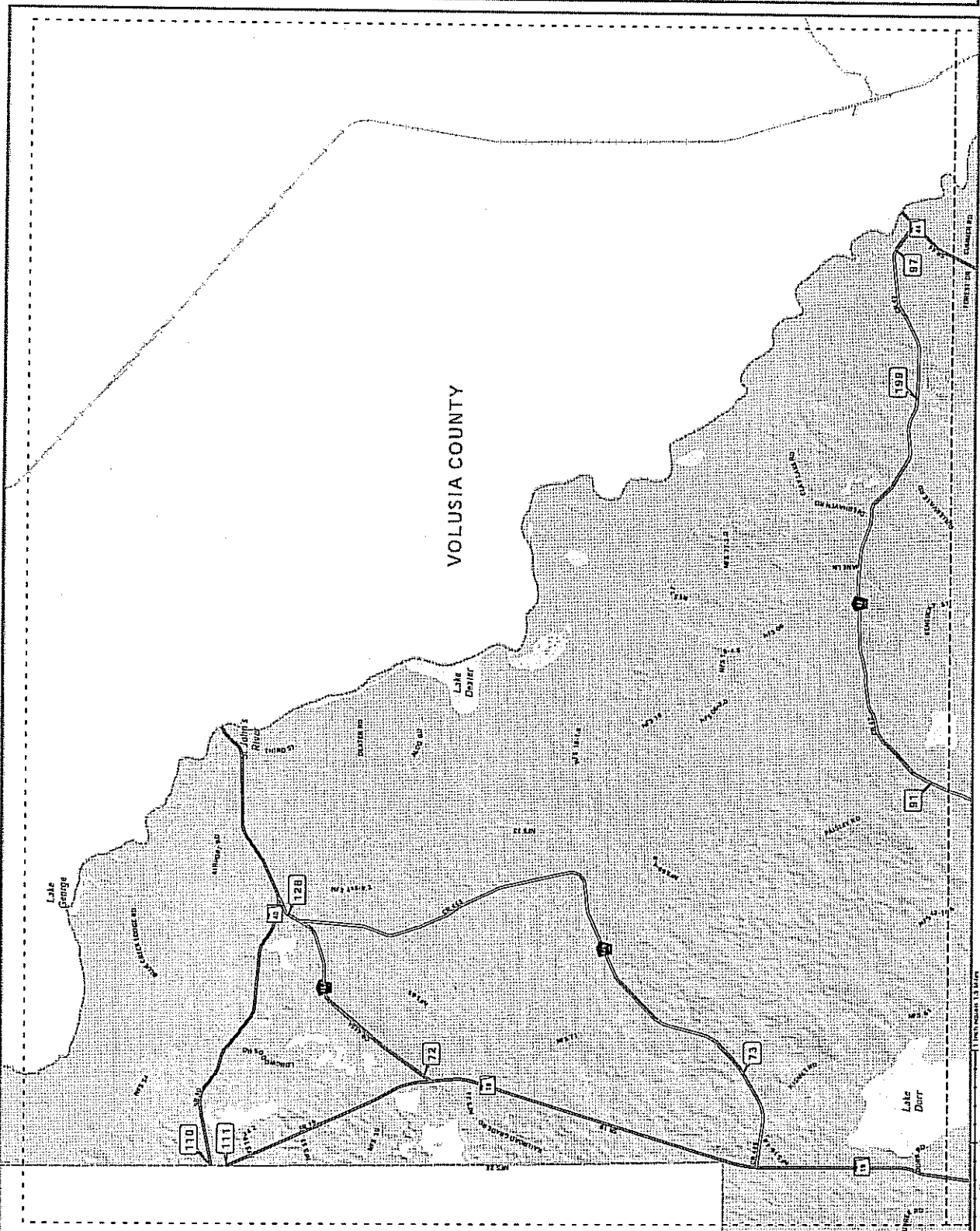
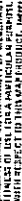
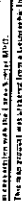
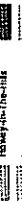
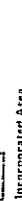
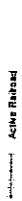
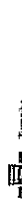
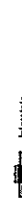
1 inch equals 1.5 miles

2013 LAKE COUNTY ANNUAL TRAFFIC COUNTS MAP SERIES

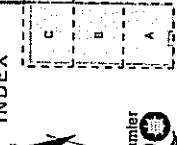


Station ID

Traffic Count Station Location



MAP SERIES INDEX



MAP SHEET E

MAP STA #	ROAD NAME	LOCATION	Map Sheet	TMS ID	S E W N	T W P	R G	2009	2010	2011	2012	2013	
1 C.R. 25	AT MARION CO LINE		C	356	5	18	24	6,505	7,089	7,533	8,123	7,034	1.98%
2 MARION COUNTY RD	0.15 MI E OF C.R. 25		C	373	5	18	24	1,860	2,166	2,053	2,106	1,768	-0.98%
3 GRIFFIN AV	0.05 MI W OF C.R. 25		C	390	8	18	24	2,011	2,266	2,295	2,086	2,336	3.81%
4 LAKE GRIFFIN RD	0.27 MI W OF CAROLINA AV		C	744	18	18	24	2,250	2,306	2,268	3,085	2,668	6.27%
5 C.R. 466	0.10 MI W OF CLAY AV		C	619	17	18	24	7,703	10,542	12,381	12,684	13,058	10.60%
6 C.R. 466	AT SUMTER CO LINE		C	381	18	18	24	***	18,425	21,550	21,635	20,342	4.26%
7 GRIFFIN VIEW DR	0.08 MI E OF U.S. 27/U.S. 441		C	384	21	18	24	3,768	4,101	3,769	4,040	4,238	2.82%
8 GRAYS AIRPORT RD	0.10 MI N OF GRIFFIN VIEW DR		C	388	22	18	24	1,948	2,261	2,070	1,919	1,992	0.54%
9 GRIFFIN VIEW DR	0.12 MI E OF GRAYS AIRPORT RD		C	386	23	18	24	1,440	1,430	1,659	1,506	1,493	0.90%
10 C.R. 468	0.04 MI N OF BERCKMAN ST		C	305	4	19	24	2,695	2,841	2,860	3,490	3,276	5.00%
11 C.R. 455A	AT SUMTER CO LINE		C	689	6	19	24	6,163	10,168	10,874	11,669	13,504	13.41%
12 C.R. 468	0.08 MI S OF MYRTLE LAKE/URICK ST		C	303	9	19	24	4,960	5,629	5,351	6,258	5,892	4.84%
13 SUNNYSIDE DR	0.09 MI S OF MAIN ST (S.R. 44)		C	761	25	18	24	3,177	3,275	3,305	3,204	3,400	1.71%
14 C.R. 468	0.08 MI N OF S.R. 44		C	302	28	18	24	5,825	6,620	6,541	7,446	7,375	6.08%
15 C.R. 470	0.06 MI W OF SUMTER CO LINE		B	1808	17	20	24	4,885	5,486	5,233	5,084	5,465	2.84%
16 C.R. 48	0.25 MI E OF U.S. 27		B	97	14	20	24	7,998	8,042	8,445	7,947	7,974	-0.08%
17 C.R. 48	0.18 MI E OF C.R. 33		B	219	15	20	24	5,635	6,159	6,738	6,085	6,048	1.76%
18 C.R. 48	0.12 MI W OF C.R. 33		B	224	22	20	24	2,228	2,314	2,385	2,204	2,242	0.15%
19 C.R. 33	0.05 MI N OF AUSTIN MERRITT RD		B	231	10	21	24	4,238	3,928	3,352	3,355	3,444	-5.05%
20 AUSTIN MERRITT RD	0.07 MI W OF C.R. 33		B	679	10	21	24	954	1,062	1,076	1,038	1,080	5.54%
21 BRIDGES RD	0.08 MI E OF C.R. 33		B	689	10	21	24	789	610	658	766	837	1.47%
22 YOUTH CAMP RD	0.48 MI W OF AUSTIN MERRITT RD		B	678	17	21	24	750	778	742	775	799	1.80%
23 TUSCANOOGA RD	0.13 MI W OF HONEYCUTT RD		B	101	31	21	24	465	436	428	397	458	-0.35%
24 C.R. 33	0.10 MI N OF S.R. 50		B	235	14	22	24	4,522	4,397	4,573	4,470	4,357	-1.04%
25 C.R. 355	0.08 MI N OF SLOANS RIDGE RD		A	182	21	22	24	714	654	508	598	694	-0.72%
26 EMPIRE CHURCH RD	0.16 MI S OF ANDERSON ST		A	187	25	22	24	1,200	1,280	1,289	1,137	1,341	2.81%
27 GOOSE PRAIRIE RD	0.12 MI W OF FELKINS RD		C	570	25	18	25	2,093	2,214	2,224	2,277	2,143	0.59%
28 EMERALDA AV	0.05 MI N OF C.R. 44		C	326	35	18	25	3,099	3,050	3,227	3,191	3,376	2.18%
29 C.R. 44	0.10 MI S OF TREASURE ISLAND RD		C	339	9	18	25	7,880	8,467	8,532	9,289	8,430	1.44%
30 C.R. 448 (SILVER LAKE ROAD)	0.37 MI S OF MORNINGSIDE DR		C	641	15	18	25	2,265	2,480	2,497	2,532	2,317	0.67%
31 C.R. 44	0.55 MI N OF U.S. 441		C	329	20	19	25	8,710	8,764	10,361	8,677	9,819	3.04%
32 C.R. 473	0.21 MI N OF U.S. 441		C	826	24	19	25	11,763	12,446	12,895	12,939	12,688	1.93%
33 SUNNYSIDE DR	0.04 MI W OF TOMATO HILL RD		C	886	29	18	25	1,767	1,926	1,848	1,330	1,678	1.54%
34 C.R. 48	0.18 MI W OF S.R. 19		B	99	23	20	25	6,339	6,380	7,321	6,520	6,811	1.81%
35 C.R. 555	0.07 MI S OF U.S. 27		B	610	18	21	25	7,066	8,443	8,731	9,431	9,151	3.81%
36 C.R. 557/C.R. 551A	0.09 MI E OF U.S. 27		B	125	36	21	25	6,895	7,240	7,619	7,132	7,465	2.00%
37 C.R. 561	0.16 MI S OF BRIDGE #114046		B	781	23	21	25	2,718	2,761	2,599	2,746	2,483	-2.24%
38 LAKESHORE DR (CLERMONT)	0.30 MI W OF HAMMOCK RIDGE RD		A	915	1	23	25	12,160	13,734	13,463	13,226	12,065	2.06%
39 LAKESHORE DR (CLERMONT)	0.08 MI E OF C.R. 561		A	165	14	23	25	1,903	2,154	2,535	1,837	1,930	0.36%
40 LAKE ERIE RD	0.06 MI W OF S.R. 33		A	361	20	23	25	5,778	6,377	6,471	6,551	6,421	2.64%
41 C.R. 474	0.07 MI E OF S.R. 33		A	94	21	24	25	2,598	3,332	2,404	2,492	2,492	-1.03%
42 C.R. 450	0.18 MI W OF ST THOMAS AV. AT MARION C		C	76	5	18	26	1,291	1,580	1,512	2,310	1,467	3.24%
43 C.R. 450	0.08 MI W OF OWENS LN		C	77	11	18	26	2,366	2,730	2,375	1,390	2,151	-2.35%
44 C.R. 450	0.08 MI E OF S.R. 19		C	78	12	18	26	3,862	4,884	4,741	4,753	4,524	3.24%
45 C.R. 442	0.16 MI N OF GRAND ISLAND SHORES RD		C-1	341	33	18	26	11,656	11,360	11,551	11,161	12,563	15.0%
46 C.R. 44	0.14 MI E OF S.R. 19		C-1	318	34	16	26	7,105	9,725	7,995	9,128	14,189	18.88%
47 C.R. 44	0.15 MI W OF S.R. 19		C-1	514	35	18	26	9,242	9,764	10,200	9,407	12,843	8.76%
48 LAKESHORE DR (EUSTIS)	0.09 MI W OF KING ST		C-1	735	35	18	26	11,851	12,944	13,245	10,725	12,545	1.43%
49 LAKESHORE DR (EUSTIS)	0.05 MI E OF DRUID PL		C-1	734	21	19	26	5,247	5,234	4,968	4,963	4,583	-3.27%
50 C.R. 19A	0.32 MI S OF U.S. 441		C-1	635	23	19	26	9,445	9,377	10,261	9,411	9,142	-0.81%

ADJUSTED PEAK HR VOLUME 2013		BEGIN PEAK HOUR 2013		ADJUSTED P.M. PEAK HOUR VOLUME (3-7 pm reported as 15:00-19:00) 2013				
				Total	NB/EB	SB/WB	Pk Dir	Time
719	16:30	719	466	253	NB			16:30
171	16:15	171	103	68	EB			16:15
198	11:45	181	107	74	EB			15:15
253	16:15	253	157	96	WB			16:15
1,142	14:30	1,136	620	516	EB			15:00
1,806	14:45	1,787	904	883	EB			15:00
362	16:45	362	236	126	EB			16:45
188	7:30	163	92	71	NB			16:45
123	17:15	123	83	40	EB			17:15
297	16:30	297	159	138	NB			16:30
1,214	15:15	1,214	663	551	EB			15:15
546	7:45	531	268	263	SB			15:45
354	7:15	307	192	115	SB			16:45
669	7:30	643	306	337	SB			16:30
502	15:30	502	283	209	EB			15:30
635	16:45	635	363	273	EB			16:45
556	15:30	556	280	276	EB			15:30
210	15:45	210	124	86	WB			15:45
277	7:00	255	106	149	SB			16:45
86	6:45	94	67	27	WB			17:00
82	6:30	73	23	50	WB			17:00
74	16:30	74	56	18	WB			16:30
54	15:30	54	26	28	WB			15:30
346	17:15	346	202	144	NB			17:15
71	16:00	71	37	33	NB			16:00
113	9:00	84	32	52	SB			16:45
195	17:15	195	123	72	EB			17:15
303	17:15	303	195	108	NB			17:15
773	7:30	722	499	223	SB			16:45
253	16:45	253	79	174	NB			16:45
901	7:30	793	530	263	NB			16:30
1,075	16:15	1,075	661	414	NB			16:15
180	7:15	179	78	101	EB			17:15
582	15:30	582	283	300	EB			15:30
94	9:00	95	32	59	SB			16:45
748	16:45	748	369	379	WB			16:45
217	17:30	217	103	114	SB			17:30
1,216	17:00	1,216	393	823	WB			17:00
183	17:00	183	77	106	WB			17:00
60	15:00	60	32	28	WB			15:00
221	7:45	195	61	134	WB			16:45
132	16:15	132	72	60	EB			16:15
202	16:30	202	101	101	EB			16:30
451	17:00	451	273	179	EB			17:00
1,123	17:00	1,123	529	584	WB			17:00
1,316	17:00	1,316	649	667	SB			17:00
1,191	17:00	1,191	482	709	WB			17:00
1,011	16:30	1,011	490	521	EB			16:30
477	7:30	435	240	195	EB			16:15
444	16:45	444	222	222	EB			16:45
756	17:00	744	382	365	SB			17:00

MAP STA #	ROAD NAME	LOCATION	Map Sheet	TMS ID	S	T	R	E	W	N	G	2009	2010	2011	2012	2013	
52	OLD EUSTIS RD	0.05 MI W OF E CROOKED LAKE RD	C-1	51	24	19	26					1,725	1,601	1,633	1,552	1,407	-4.97%
53	OLD 441/5R 500A (ALFRED)	0.11 MI E OF S.R. 19	C-1	714	29	19	26					9,016	8,703	8,288	9,386	9,279	0.72%
54	C.R. 452 (LAKESHORE DR)	0.13 MI E OF BAY RD	C-1	622	35	19	26					1,385	1,515	1,683	1,628	1,440	0.67%
55	C.R. 551	0.28 MI S OF S.R. 19	C	613	6	20	26					10,842	11,324	11,447	11,746	11,446	-1.13%
56	C.R. 461	0.12 MI E OF C.R. 561	B	69	8	20	26					6,133	6,512	6,382	6,642	7,070	3.62%
57	C.R. 451	0.07 MI S OF WOODLAND DR	B	116	20	20	26					6,718	6,785	6,932	6,684	6,779	0.23%
58	OLD RD	0.16 MI E OF C.R. 448A	B	580	24	20	26					4,178	4,745	4,427	4,974	3,851	-2.01%
59	C.R. 48	0.15 MI E OF C.R. 561	B	356	32	20	26					4,517	4,671	4,263	4,582	4,694	0.86%
60	C.R. 561	0.55 MI S OF C.R. 48	B	718	32	20	26					7,542	7,044	7,765	7,351	8,011	1.52%
61	C.R. 561	0.13 MI S OF C.R. 455	B	121	17	21	26					4,570	5,413	5,021	4,909	4,978	1.61%
62	C.R. 561	0.18 MI E OF C.R. 561	B	586	30	21	26					1,026	1,113	1,134	1,089	1,214	4.30%
63	C.R. 561A	0.04 MI N OF C.R. 561A	B	0	30	21	26					5,177	5,375	5,675	5,698	5,601	1.99%
64	C.R. 455	0.35 MI E OF SCRUB JAY RD	B	586	32	21	26					1,009	1,059	1,138	1,052	1,214	4.74%
65	C.R. 455	0.05 MI W OF FOSGATE RD	B	602	7	22	26					6,404	6,848	7,065	7,021	7,903	5.40%
66	C.R. 455	0.10 MI W OF U.S. 27	B	86	32	22	26					2,456	2,372	2,478	2,293	2,842	3.72%
67	C.R. 455	0.10 MI W OF U.S. 27	B	87	14	22	26					4,755	4,997	5,132	5,063	5,515	3.78%
68	C.R. 50	0.05 MI W OF PARK TRAIL DR	B	158	17	22	26					8,292	8,875	9,168	9,118	9,478	3.40%
69	C.R. 44	0.06 MI W OF ORANGE CO LINE	A	155	25	22	26					4,671	6,990	6,309	5,134	5,192	2.88%
70	C.R. 44	0.25 MI N OF S.R. 30	A	89	26	22	26					5,648	6,138	7,033	6,271	6,735	4.50%
71	ANDERSON HILL RD	0.11 MI E OF LAKESHORE DR	A	684	31	22	26					1,879	1,778	1,584	1,705	1,631	2.18%
72	C.R. 445A	0.19 MI E OF S.R. 19	E	269	8	16	27					888	845	1,237	1,040	961	1.99%
73	C.R. 445	0.47 MI E OF DEER RD EAST	E	644	4	17	27					807	584	560	639	451	-7.05%
74	C.R. 42	AT MARION CO LINE	C	408	31	17	27					3,240	3,446	3,324	3,180	3,515	2.05%
75	C.R. 42	0.14 MI W OF C.R. 450	D	411	32	17	27					2,638	2,970	2,305	2,738	2,422	0.94%
76	C.R. 439	0.10 MI S OF C.R. 42	D	349	3	18	27					2,220	2,362	2,214	2,375	2,422	2.20%
77	C.R. 450A	0.06 MI W OF C.R. 44A NORTH	D	81	20	18	27					1,107	1,278	1,148	1,162	1,105	-0.05%
78	C.R. 44A	0.18 MI W OF C.R. 439	D	351	34	18	27					4,134	4,518	3,968	3,832	4,114	-0.12%
79	C.R. 44A	0.10 MI W OF ESTES RD	C-1	639	5	19	27					4,412	4,758	4,641	4,537	4,731	1.76%
80	C.R. 44	0.13 MI W OF C.R. 44/C.R. 44A	C-1	617	6	19	27					8,328	8,059	9,251	9,515	9,312	-2.83%
81	ABRAMS RD	0.06 MI S OF S.R. 44	C-1	731	7	19	27					3,897	4,269	4,268	3,846	4,148	1.58%
82	C.R. 44	0.10 MI N OF S.R. 44	C-1	344	7	19	27					7,039	7,970	7,502	7,917	6,991	-0.53%
83	C.R. 44	0.06 MI S OF S.R. 44	C-1	344	7	19	27					7,039	7,970	7,502	7,917	6,991	-0.53%
84	BRITT RD	0.06 MI S OF S.R. 44	D	655	9	19	27					1,774	1,830	1,650	1,661	1,780	0.09%
85	C.R. 46	0.18 MI N OF S.R. 44	D	655	9	19	27					1,774	1,830	1,650	1,661	1,780	0.09%
86	DONNELLY ST.	0.46 MI S OF U.S. 441	C-1	345	19	19	27					9,625	10,429	10,390	9,937	10,354	1.84%
87	EAST CROOKED LAKE RD	0.08 MI N OF U.S. 441	C-1	584	19	19	27					3,705	4,153	4,173	3,984	4,224	3.33%
88	OLD EUSTIS RD	0.05 MI E OF E CROOKED LK RD	C-1	51	19	19	27					1,746	1,588	1,604	1,588	1,414	-5.13%
89	C.R. 46 (SANFORD RD)	0.18 MI W OF U.S. 441	D	805	32	19	27					5,174	5,537	5,809	5,507	5,809	2.84%
90	OLD 441/5R 500A (MT DORA)	0.03 MI S OF ROBBIE AV	D	545	32	19	27					4,237	4,241	3,879	4,210	4,138	-1.94%
91	C.R. 42	0.15 MI N OF RANCHO LN	E	417	20	17	26					3,008	2,551	2,755	2,510	2,569	-3.87%
92	C.R. 437	0.09 MI S OF S.R. 44	D	249	7	19	26					5,247	5,907	5,954	5,981	6,559	5.74%
93	C.R. 46A	0.11 MI N OF S.R. 46	D	615	25	19	26					6,313	7,224	6,812	6,826	6,905	2.27%
94	C.R. 437	0.08 MI N OF S.R. 46	D	251	30	19	26					7,679	8,124	8,929	9,082	9,073	3.59%
95	C.R. 437	0.17 MI S OF S.R. 46	D	252	30	19	26					6,095	6,600	6,724	6,708	7,240	4.07%
96	C.R. 435	AT ORANGE CO LINE	D	651	32	19	26					4,568	5,058	4,977	5,049	5,121	2.91%
97	C.R. 42	0.16 MI W OF GROWS BLUFF RD	E	739	38	17	26					4,412	3,937	3,708	3,691	3,921	-2.19%
98	C.R. 467	0.33 MI W OF U.S. 27/U.S. 441	C	824	15	19	24					4,412	4,408	4,979	6,010	5,447	5.41%
99	MAIN ST (LEESBURG)	0.09 MI E OF U.S. 27/14th ST	C	841	26	18	24					10,831	11,472	12,151	11,185	10,588	-0.57%
100	MAIN ST (LEESBURG)	0.10 MI W OF U.S. 27/14th ST	C	470	27	19	24					10,507	10,246	10,622	9,768	9,768	-0.73%
101	RADIO RD	0.12 MI N OF U.S. 441/S.R. 500	C	501	23	19	25					6,860	8,085	7,918	7,711	8,154	3.66%
102	C.R. 561	0.08 MI S OF C.R. 555/BLOG HOUSE	A	128	11	23	25					2,116	2,595	2,595	2,250	2,583	5.11%

ADJUSTED PEAK HR VOLUME 2013	BEGIN HOUR 2013	ADJUSTED P.M. PEAK HOUR VOLUME (3-7 pm reported as 15:00-19:00) 2013									
		Total	NB/EB	SB/WB	Pk Dir	Time					
142	13:30	137	67	70	WB	16:15					
798	7:30	787	371	416	EB	16:45					
146	17:00	148	75	73	EB	17:00					
1,107	16:45	1,107	546	561	SB	18:45					
692	16:30	692	326	366	WB	16:30					
676	16:45	676	394	282	SB	16:45					
389	16:45	389	225	164	WB	16:45					
612	7:30	529	241	288	WB	16:45					
619	17:00	619	364	455	SB	17:00					
504	16:45	504	281	223	SB	16:45					
137	7:00	120	54	65	WB	16:15					
554	16:45	554	287	266	SB	16:45					
137	7:00	121	62	59	EB	16:15					
320	17:15	320	164	156	EB	17:15					
708	17:30	708	284	424	WB	17:30					
605	7:00	568	355	211	WB	17:00					
853	17:00	853	500	353	WB	17:00					
656	17:00	656	134	522	WB	17:00					
708	17:15	708	412	293	WB	17:15					
186	16:45	186	112	74	WB	16:45					
89	6:15	78	47	32	EB	15:30					
53	10:45	53	21	32	EB	16:45					
309	15:30	309	130	180	WB	15:30					
235	17:15	235	197	186	WB	17:15					
219	7:30	206	69	139	NB	17:15					
117	16:30	117	63	54	WB	16:30					
363	17:00	363	168	195	EB	17:00					
424	17:00	424	186	238	EB	17:00					
836	16:45	836	417	420	WB	16:45					
383	17:15	383	197	186	NB	17:15					
597	16:45	597	300	297	NB	16:45					
242	7:15	187	104	84	NB	16:15					
933	13:15	884	468	415	NB	16:15					
386	17:15	386	245	151	NB	17:15					
138	16:30	138	71	67	EB	16:30					
568	17:00	568	285	283	EB	17:00					
380	16:30	380	161	229	NB	16:30					
233	16:45	233	111	122	WB	16:45					
662	16:45	662	255	407	NB	16:45					
665	17:00	665	39	557	SB	17:00					
803	17:00	803	517	386	NB	17:00					
772	16:45	772	313	459	NB	16:45					
538	17:15	538	228	310	NB	17:15					
325	16:45	325	107	215	WB	16:45					
440	14:45	437	231	208	EB	16:45					
888	16:30	888	384	504	WB	16:30					
857	16:45	857	478	379	WB	16:45					
733	16:45	733	379	354	NB	16:45					
557	7:45	310	195	115	NB	15:00					

MAP STA #	ROAD NAME	LOCATION	Map Sheet	TMS ID	S T R E W N C P G								
					2009	2010	2011	2012	2013				
103 S.R. 33	0.18 MI S OF C.R. 581		A	4	8	24	25	5,115	5,648	5,138	5,644	4,630	-2.46%
104 C.R. 19A	95 FT E OF KURT ST		C-1	659	23	19	26	4,440	3,981	3,980	3,569	3,720	-4.32%
105 C.R. 19A	0.12 MI S OF U.S. 441		C-1	287	23	19	26	12,212	13,091	14,363	13,183	13,405	-2.36%
106 C.R. 42	0.56 MI E OF C.R. 450		D	412	33	17	27	3,471	3,920	3,489	3,714	3,704	1.64%
107 C.R. 452 (EUSTIS)	0.15 MI W OF S.R. 19		C-1	316	21	19	26	10,701	12,385	9,974	12,585	12,565	4.10%
108 U.S. 27/US. 441	0.10 MI S OF SUMTER CO LINE		C	298	6	18	24	28,368	32,766	32,752	30,560	29,460	0.97%
109 GRAND HIGHWAY	0.14 MI W OF S.R. 50		C	179	28	22	26	4,582	4,806	5,260	5,223	6,005	7.00%
110 S.R. 40	AT MARION CO LINE		E	458	39	15	28	3,935	4,120	4,730	5,266	4,918	5.73%
111 S.R. 19	AT MARION CO LINE		E	268	30	15	28	1,511	1,998	1,853	1,489	1,978	5.27%
112 EAGLESNEST RD	0.045 MI E OF U.S. 27/US. 441		C	313	28	18	24	2,580	3,080	3,115	2,912	2,656	0.73%
113 C.R. 482	0.20 MI S OF SOUTH EM-EN-EL GROVE RD		C	324	14	18	25	5,382	6,517	5,667	5,767	6,426	4.53%
114 C.R. 19A	0.05 MI W OF S.R. 19		C-1	352	35	18	26	1,997	2,692	2,714	2,766	2,951	9.31%
115 C.R. 44A	0.08 MI W OF S.R. 44		D	332	35	18	28	1,167	1,164	1,216	1,256	1,437	5.34%
116 C.R. 25A (FRUIT PK.)	0.063 MI S OF U.S. 27/US. 441		C	652	4	19	24	5,803	6,523	6,615	7,586	8,072	8.60%
117 C.R. 466A (PICCOLA RD)	0.20 MI N OF PICCOLA CUTOFF		C	312	10	19	24	6,955	6,603	6,220	6,597	7,233	0.99%
118 C.R. 25A (LEESBURG)	0.126 MI W OF U.S. 27		C	379	34	19	24	338	343	332	341	341	0.22%
119 C.R. 44	0.07 MI E OF C.R. 473		C	737	2	19	25	14,176	14,167	14,937	14,635	16,028	3.12%
120 C.R. 44 LEG A	0.10 MI NW OF U.S. 441		C	328	18	19	25	1,261	1,354	1,303	1,544	1,404	2.73%
121 OLD MT DORA RD	0.11 MI W OF EUFORA RD		C-1	517	23	19	26	4,747	5,057	4,763	4,327	4,201	-3.01%
122 MORNINGSIDE DR (MT DORA)	0.14 MI N OF OLD 441		C-1	549	25	19	26	1,181	1,214	1,344	1,293	1,370	3.78%
123 OLD 441	0.20 MI E OF EUFORA RD		C-1	712	25	19	26	12,159	11,633	13,462	12,118	12,723	1.14%
124 OLD 441	0.19 MI W OF C.R. 19A/EUDORA RD		C-1	65	26	19	26	9,009	9,073	8,969	8,551	8,453	-1.58%
125 OLD 441/ALFRED ST	0.12 MI E OF C.R. 19A/DORA AV		C-1	713	28	19	26	9,580	9,913	9,653	9,731	9,631	0.13%
126 ESTES RD	0.035 MI N OF S.R. 44		C-1	583	8	19	27	2,597	3,345	2,707	2,927	2,970	3.42%
127 C.R. 439	0.08 MI N OF S.R. 44		D	346	10	19	27	3,071	3,470	3,223	3,212	3,173	0.82%
128 C.R. 445A	0.11 MI W OF ASTOR PARK CUTOFF RD		E	272	37	15	27	1,520	1,593	1,520	1,447	1,565	6.63%
129 WOLF BRANCH RD	0.12 MI E OF U.S. 441		D	710	29	19	27	7,849	9,228	9,349	9,110	8,845	3.03%
130 ROUND LAKE RD	0.17 MI S OF S.R. 46		D	508	35	18	27	2,883	3,125	3,461	3,513	3,571	7.55%
131 S.R. 46	0.17 MI E OF C.R. 46A		D	245	25	19	26	16,335	17,635	17,132	16,372	16,278	2.65%
132 C.R. 33	0.34 MI W OF U.S. 27		B	226	11	20	24	8,151	8,277	8,552	7,651	8,243	0.28%
133 C.R. 33	0.26 MI S OF C.R. 470/C.R. 48		B	229	15	20	24	7,623	8,178	7,873	7,801	7,155	-1.57%
134 C.R. 448	AT ORANGE CO LINE		B	71	13	20	26	4,805	5,023	4,822	4,902	5,078	1.38%
135 C.R. 478	0.08 MI E OF S.R. 19		B	597	7	22	25	712	732	828	966	981	8.82%
136 C.R. 555A	0.2 MI N OF S.R. 50		B	599	20	22	25	4,810	5,422	5,667	5,187	7,246	10.79%
137 C.R. 555A	0.27 MI S OF S.R. 50		A	584	20	22	25	1,721	1,881	1,882	1,891	1,982	3.99%
138 C.R. 555B	0.10 MI E OF C.R. 555A		A	583	3	23	25	1,733	1,928	1,921	2,015	1,252	-7.81%
139 C.R. 561	0.11 MI E OF S.R. 33		A	131	8	24	25	1,255	1,035	1,372	1,171	1,265	0.59%
140 S.R. 33	AT POLK CO LINE		A	1	28	24	25	3,918	4,255	3,738	4,283	3,767	-0.65%
141 U.S. 27/S.R. 25	0.56 MI N OF POLK CO LINE		A	25	35	24	26	31,226	34,415	40,721	36,605	37,367	4.59%
142 U.S. 27/S.R. 25	0.53 MI E OF C.R. 565		B	217	20	21	25	19,588	20,701	19,606	17,428	20,279	0.95%
143 JALARIY RD	0.29 MI N OF C.R. 561		B	486	12	22	25	2,089	2,281	2,831	2,996	2,996	9.45%
144 LOG HOUSE RD	0.05 MI E OF C.R. 561		A	133	11	23	25	2,612	2,814	2,814	2,743	2,957	3.15%
145 LAKE LOUISA RD	0.20 MI S OF LAKESHORE DR		A	171	6	23	26	2,966	2,969	3,352	3,377	3,244	2.87%
146 HARTWOOD MARSH RD	0.15 MI E OF U.S. 27/S.R. 25		A	362	9	23	26	10,765	11,894	12,718	11,467	11,221	1.07%
147 ROYAL TRAILS RD	0.11 MI N OF S.R. 44		D	510	18	19	26	1,268	1,492	1,533	1,344	1,344	3.55%
148 WOLF BRANCH RD	0.075 MI W OF C.R. 437		D	49	19	19	28	3,319	3,922	4,128	4,072	4,148	5.73%
149 LANE PARK CUTOFF	0.045 MI E OF S.R. 19		B	556	6	20	26	1,443	1,486	1,806	1,484	1,612	2.81%
150 HARTWOOD MARSH RD	1.09 MI W OF ORANGE CO LINE		A	918	2	23	26	8,653	9,373	10,158	9,066	9,402	-2.00%
151 LK LOUISA RD	0.17 MI E OF U.S. 27		A	174	16	23	26	3,918	4,235	4,113	4,026	3,877	-0.26%
152 MAIN ST	0.05 MI E OF S.R. 44 (TO U.S. 441)		C	478	25	19	24	4,055	4,293	4,248	3,968	3,943	-0.69%
153 C.R. 48	0.12 MI W OF U.S. 27		B	218	14	20	24	7,187	6,640	7,263	7,165	7,246	0.17%

ADJUSTED PEAK HOUR VOLUME 2013	BEGIN PEAK HOUR 2013	ADJUSTED P.M. PEAK HOUR VOLUME (3-7 pm reported as 15:00-19:00) 2013									
Total	NB/EB	SB/WB	PK Dir	Time							
395	16:45	395	216	150	NB	16:45					
340	16:30	340	178	162	EB	16:30					
1,186	16:30	1,186	582	604	NB	16:30					
328	17:15	328	178	151	EB	17:15					
1,146	11:00	889	518	371	WB	16:30					
2,866	11:30	2,487	1,204	1,283	SB	15:00					
483	16:00	483	279	204	NB	16:00					
409	17:00	409	212	187	EB	17:00					
181	12:00	141	79	82	SB	16:15					
236	17:00	236	151	85	SB	17:00					
561	17:00	561	251	310	NB	17:00					
275	7:45	227	105	122	WB	16:45					
137	16:45	137	72	64	WB	16:45					
721	16:00	721	384	337	NB	16:00					
631	16:45	631	409	222	NB	16:45					
36	10:30	36	17	19	EB	16:00					
1,342	16:45	1,342	872	469	EB	16:45					
172	11:00	127	45	82	NB	15:30					
382	12:45	373	179	153	WB	18:45					
129	14:45	125	67	56	NB	16:45					
1,020	16:30	1,020	508	512	EB	16:30					
702	16:30	702	343	359	WB	16:30					
833	16:45	833	400	433	EB	16:45					
304	8:00	288	175	93	NB	16:30					
291	17:30	281	179	112	NB	17:30					
180	16:00	180	99	81	EB	16:00					
814	17:00	814	439	375	EB	17:00					
399	7:15	379	186	183	SB	17:00					
1,743	17:00	1,743	680	1,053	WB	17:00					
654	15:45	654	345	309	WB	15:45					
614	15:15	614	350	264	SB	15:15					
518	7:00	511	229	282	EB	16:30					
110	6:30	80	34	54	WB	15:45					
734	6:45	635	319	316	NB	16:45					
191	16:30	191	97	94	NB	16:30					
129	16:15	129	71	58	EB	16:15					
123	17:00	123	74	49	EB	17:00					
297	16:45	297	143	153	NB	16:45					
2,957	17:00	2,957	1,805	1,152	NB	17:00					
1,474	11:00	1,346	168	178	WB	15:15					
254	16:45	254	104	150	NB	16:45					
422	7:45	311	162	150	EB	16:45					
315	17:00	315	132	183	NB	17:00					
1,089	7:30	1,012	365	646	WB	17:00					
128	17:15	128	93	35	NB	17:15					
411	7:30	390	173	217	EB	16:45					
327	8:15	250	91	159	WB	15:45					
1,003	17:00	1,003	285	718	WB	17:00					
382	17:15	382	89	282	WB	17:15					
362	16:45	362	222	140	EB	16:45					
649	15:15	649	327	322	EB	15:15					

MAP STA #	ROAD NAME	LOCATION	Map Sheet	TMS ID	S	T	R	E	W	N	P	G	2009	2010	2011	2012	2013	2014
155 C.R. 474	0.04 MI W OF U.S. 27/5.R. 25	0.04 MI W OF U.S. 27/5.R. 25	A	703	22	18	26	23	18	26	23	18	26	3,080	4,183	2,359	2,331	4,652
156 DAVID WALKER DR	0.05 MI N OF U.S. 441/S.R. 500	0.05 MI N OF U.S. 441/S.R. 500	C-1	424	22	19	26	5,243	5,284	4,956	5,284	4,956	5,284	5,284	5,284	5,284	5,284	5,284
157 DAVID WALKER DR	0.05 MI W OF KURT ST (EUSTIS)	0.05 MI W OF KURT ST (EUSTIS)	C-1	721	15	19	26	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284
158 C.R. 50	0.05 MI W OF KURT ST (EUSTIS)	0.05 MI W OF KURT ST (EUSTIS)	C-1	721	15	19	26	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284	5,284
159 C.R. 25 (TEAGUE TL)	0.21 MI S OF GRIFFIN AV	0.21 MI S OF GRIFFIN AV	C	367	6	18	24	4,707	6,106	7,059	5,656	5,515	4,045	6,106	7,059	5,656	5,515	4,045
160 ROLLING ACRES RD	0.10 MI S OF U.S. 27/U.S. 441	0.10 MI S OF U.S. 27/U.S. 441	C	643	8	18	24	10,930	14,747	15,541	15,752	16,031	10,004	14,747	15,541	15,752	16,031	10,004
161 C.R. 44C (GRIFFIN RD)	0.06 MI E OF C.R. 46B	0.06 MI E OF C.R. 46B	C	634	16	19	24	4,987	5,101	4,911	5,047	5,210	1,055	5,101	4,911	5,047	5,210	1,055
162 C.R. 455	0.12 MI E OF S.R. 19	0.12 MI E OF S.R. 19	B	716	11	21	25	2,374	2,443	2,244	2,139	2,575	1,055	2,443	2,244	2,139	2,575	1,055
163 HOOKS ST	0.06 MI W OF U.S. 27	0.06 MI W OF U.S. 27	A	435	30	22	26	5,097	5,062	5,059	6,095	6,330	5,575	5,062	5,059	6,095	6,330	5,575
164 WAYCROSS AV	0.126 MI W OF S.R. 44	0.126 MI W OF S.R. 44	C-1	529	18	19	27	4,542	4,772	5,069	4,712	5,175	3,335	4,772	5,069	4,712	5,175	3,335
165 HANCOCK RD	0.22 MI S OF S.R. 50	0.22 MI S OF S.R. 50	A	911	27	22	26	12,449	14,408	15,786	15,407	15,780	8,095	14,408	15,786	15,407	15,780	8,095
167 C.R. 46B	0.17 MI N OF C.R. 46B	0.17 MI N OF C.R. 46B	C	845	17	18	24	9,531	12,295	14,558	15,001	15,683	13,265	12,295	14,558	15,001	15,683	13,265
168 DAVID WALKER DR	0.20 MI S OF ENMAUS RD	0.20 MI S OF ENMAUS RD	C	308	2	19	24	3,800	3,530	4,074	3,282	4,725	5,615	3,530	4,074	3,282	4,725	5,615
169 CITRUS TOWER BV	0.14 MI N OF S.R. 50	0.14 MI N OF S.R. 50	C-1	423	22	19	26	6,082	7,025	6,992	6,642	7,045	3,745	7,025	6,992	6,642	7,045	3,745
170 JOHNS LAKE RD	0.34 MI E OF U.S. 27	0.34 MI E OF U.S. 27	A	487	32	22	26	4,993	5,743	6,194	6,194	7,104	3,715	5,743	6,194	6,194	7,104	3,715
171 C.R. 46A	0.10 MI W OF U.S. 27/U.S. 441	0.10 MI W OF U.S. 27/U.S. 441	C	315	4	19	24	4,816	5,614	5,528	6,899	6,723	6,705	5,614	5,528	6,899	6,723	6,705
172 C.R. 44A (GRIFFIN RD)	0.165 MI W OF U.S. 27 (14th ST)	0.165 MI W OF U.S. 27 (14th ST)	C	407	22	19	24	8,436	8,561	8,990	7,559	8,288	-0,445	8,561	8,990	7,559	8,288	-0,445
173 C.R. 473	0.083 MI S OF C.R. 44	0.083 MI S OF C.R. 44	C	337	3	19	25	5,615	6,161	5,913	6,380	6,137	2,255	6,161	5,913	6,380	6,137	2,255
174 RADIO RD	0.084 MI S OF C.R. 44	0.084 MI S OF C.R. 44	C	500	3	19	25	3,217	3,327	3,485	3,298	3,211	-0,005	3,327	3,485	3,298	3,211	-0,005
175 SLEEPY HOLLOW RD	0.064 MI S OF U.S. 441	0.064 MI S OF U.S. 441	C	0	20	19	25	2,390	3,234	3,030	2,769	3,034	6,265	3,234	3,030	2,769	3,034	6,265
176 C.R. 561	0.08 MI S OF S.R. 50	0.08 MI S OF S.R. 50	A	720	24	22	25	5,172	5,595	6,434	5,797	6,117	4,285	5,595	6,434	5,797	6,117	4,285
177 LAKESHORE DR (CLERMONT)	0.122 MI N OF LOG HOUSE RD/O SWALT RD	0.122 MI N OF LOG HOUSE RD/O SWALT RD	A	92	12	23	25	6,014	6,729	9,159	8,432	8,837	2,475	6,729	9,159	8,432	8,837	2,475
178 CITRUS TOWER BV	0.13 MI E OF U.S. 27	0.13 MI E OF U.S. 27	B	130	27	22	26	9,870	10,545	10,644	10,237	10,843	2,905	10,545	10,644	10,237	10,843	2,905
179 N HANCOCK RD	0.102 MI N OF S.R. 50	0.102 MI N OF S.R. 50	A	130	27	22	26	13,080	14,448	14,261	14,193	14,964	3,505	14,448	14,261	14,193	14,964	3,505
180 HANCOCK RD	0.133 MI N OF HARTWOOD MARSH RD	0.133 MI N OF HARTWOOD MARSH RD	A	163	10	23	26	16,441	16,846	16,224	17,557	17,843	5,055	16,846	16,224	17,557	17,843	5,055
181 C.R. 437	0.105 MI S OF C.R. 44A	0.105 MI S OF C.R. 44A	D	247	31	18	28	4,162	4,765	4,513	4,692	4,804	3,655	4,765	4,513	4,692	4,804	3,655
182 C.R. 435	0.091 MI S OF S.R. 46	0.091 MI S OF S.R. 46	D	649	29	19	28	5,980	6,997	6,687	6,724	6,142	6,635	6,997	6,687	6,724	6,142	6,635
183 C.R. 448	0.155 MI W OF C.R. 561	0.155 MI W OF C.R. 561	B	67	7	20	26	2,688	2,401	2,755	2,013	3,145	3,905	2,401	2,755	2,013	3,145	3,905
184 HUFFSTETLER DR	0.095 MI E OF DAVID WALKER DR	0.095 MI E OF DAVID WALKER DR	C-1	483	22	19	26	734	781	679	815	715	-0,655	781	679	815	715	-0,655
185 HOOKS ST	0.7 MI W OF HANCOCK RD	0.7 MI W OF HANCOCK RD	A	919	28	22	26	5,146	5,498	6,867	6,824	6,734	6,865	5,498	6,867	6,824	6,734	6,865
186 LAKE ELLA RD	0.169 MI W OF U.S. 27/U.S. 441	0.169 MI W OF U.S. 27/U.S. 441	C	497	28	18	24	1,963	2,156	2,018	2,038	1,684	3,765	2,156	2,018	2,038	1,684	3,765
187 LAKE ELLA RD	0.20 MI W OF MICRO RACETRACK RD	0.20 MI W OF MICRO RACETRACK RD	C	495	31	18	24	926	1,122	1,036	1,140	1,130	5,115	1,122	1,036	1,140	1,130	5,115
188 MICRO RACETRACK RD	0.098 MI N OF C.R. 466A	0.098 MI N OF C.R. 466A	C	498	6	19	24	2,260	2,989	3,209	3,787	5,309	23,005	2,989	3,209	3,787	5,309	23,005
189 C.R. 25A	0.103 MI N OF C.R. 25A/LURICK ST	0.103 MI N OF C.R. 25A/LURICK ST	C	655	9	19	24	4,400	4,320	4,500	5,850	5,726	6,815	4,320	4,500	5,850	5,726	6,815
190 THOMAS AV	0.081 MI N OF C.R. 44A/C.R. 440	0.081 MI N OF C.R. 44A/C.R. 440	C	808	15	19	24	18,681	16,773	17,078	9,285	7,787	3,805	16,773	17,078	9,285	7,787	3,805
191 C.R. 455	0.14 MI W OF C.R. 561	0.14 MI W OF C.R. 561	B	83	17	21	26	1,343	1,295	1,374	1,220	1,395	0,965	1,295	1,374	1,220	1,395	0,965
192 VISTA DEL LAGO BV	0.13 MI W OF U.S. 27	0.13 MI W OF U.S. 27	A	167	9	23	26	1,424	1,251	1,305	1,428	1,169	-4,825	1,251	1,305	1,428	1,169	-4,825
193 WILSON LAKE PARKWAY	0.02 MI S OF U.S. 27	0.02 MI S OF U.S. 27	B	773	26	21	25	491	306	682	350	951	18,575	306	682	350	951	18,575
194 ORANGE AV	0.161 MI E OF S.R. 19 (EUSTIS)	0.161 MI E OF S.R. 19 (EUSTIS)	C-1	535	11	19	26	11,930	12,176	11,913	11,043	10,248	-3,735	12,176	11,913	11,043	10,248	-3,735
195 CITRUS GROVE ROAD	0.14 MI E OF U.S. 27	0.14 MI E OF U.S. 27	B	548	6	22	26	5,707	6,697	5,487	750	858	10,765	6,697	5,487	750	858	10,765
196 BLACKSTILL LAKE RD	0.16 MI N OF C.R. 50	0.16 MI N OF C.R. 50	B	672	16	22	26	2,549	3,018	3,000	2,867	3,163	5,555	3,018	3,000	2,867	3,163	5,555
197 CITRUS TOWER BV	0.10 MI N OF JOHNS LAKE RD	0.10 MI N OF JOHNS LAKE RD	A	884	32	22	26	11,949	11,557	14,182	13,353	16,829	8,615	11,557	14,182	13,353	16,829	8,615
198 ORANGE AV	720 FT E OF C.R. 44 (BYPASS)	720 FT E OF C.R. 44 (BYPASS)	C-1	466	7	19	27	10,364	12,463	11,805	11,527	11,672	3,325	12,463	11,805	11,527	11,672	3,325
199 LAKE MACK DR	0.04 MI S OF C.R. 42	0.04 MI S OF C.R. 42	E	564	17	17	29	1,476	1,607	1,591	1,646	1,646	-0,705	1,607	1,591	1,646	1,646	-0,705
200 GRIFFIN AV	0.085 MI W OF C.R. 25	0.085 MI W OF C.R. 25	C	288	8	18	24	7,671	8,538	8,686	8,681	8,558	2,895	8,538	8,686	8,681	8,558	2,895
201 ROLLING ACRES RD	0.053 MI N OF LAKE ELLA RD	0.053 MI N OF LAKE ELLA RD	C	503	30	18	24	1,826	2,403	2,704	3,342	4,776	27,175	2,403	2,704	3,342	4,776	27,175
202 LAKE DR	0.08 MI S OF S.R. 44 (PINE LAKES)	0.08 MI S OF S.R. 44 (PINE LAKES)	D	568	8	18	29	761	803	710	735	721	-1,335	803	710	735	721	-1,335
203 ROUND LAKE RD	0.05 MI S OF WOLF BRANCH RD	0.05 MI S OF WOLF BRANCH RD	D	505	26	19	27	2,143	2,454	2,269	2,305	2,355	2,395	2,454	2,269	2,305	2,355	2,395
204 C.R. 470	0.536 MI E OF TURNPIKE OVERPASS	0.536 MI E OF TURNPIKE OVERPASS	B	223	17	20	24	6,450	5,552	5,404	5,760	4,968	-6,225	5,552	5,404	5,760	4,968	-6,225

ADJUSTED P.M. PEAK HOUR VOLUME
(3-7 pm reported as 16:00-19:00) 2013

ADJUSTED PEAK HR VOLUME 2013	BEGIN PEAK HOUR 2013	Total	NB/EB	SB/WB	Pk Dir	Time
208	16:45	208	139	69	WB	16:45
429	12:15	419	196	223	NB	17:00
430	17:00	430	161	270	EB	17:00
605	7:00	566	355	211	WB	17:00
647	16:30	647	376	271	NB	16:30
1,569	13:30	1,438	778	658	SB	15:00
471	8:00	422	213	209	EB	15:00
217	16:45	217	118	100	EB	16:45
566	17:15	566	284	301	WB	17:15
489	17:15	489	192	298	WB	17:15
1,428	17:30	1,428	615	814	SB	17:30
1,467	14:45	1,429	641	788	SB	15:00
468	16:45	468	287	180	NB	16:45
801	10:45	571	281	290	NB	15:00
1,111	15:45	1,111	548	563	SB	15:45
624	14:45	600	286	304	SB	15:00
665	17:00	665	395	271	NB	17:00
689	8:15	686	297	391	EB	15:15
501	15:45	501	169	302	NB	15:45
288	16:45	288	124	173	NB	16:45
322	17:00	322	136	187	SB	17:00
570	17:30	570	248	321	SB	17:30
793	17:00	793	303	490	SB	17:00
896	16:30	896	364	532	WB	16:30
1,289	17:15	1,299	705	594	NB	17:15
721	17:30	721	318	402	NB	17:30
488	7:15	432	301	131	NB	17:00
616	17:00	616	283	353	SB	17:00
282	16:30	282	142	140	EB	16:30
76	16:45	76	46	31	EB	16:45
607	17:15	607	269	339	WB	17:15
151	17:00	151	62	88	WB	17:00
109	14:15	108	53	55	EB	16:15
532	15:45	532	237	295	SB	15:45
549	16:30	549	322	227	NB	16:30
670	16:30	670	354	317	SB	16:30
155	16:45	155	78	76	EB	16:45
113	17:00	113	35	78	WB	17:00
86	7:45	83	28	54	SB	17:00
852	16:15	852	469	383	EB	16:15
122	6:30	86	42	44	WB	15:00
330	7:15	296	160	137	NB	17:00
1,477	7:00	1,309	490	819	SB	17:30
1,051	16:45	1,051	572	479	WB	16:45
135	17:00	135	55	80	SB	17:00
707	16:15	707	282	446	EB	16:15
533	15:15	533	207	326	SB	15:15
84	17:00	84	29	55	SB	17:00
444	7:30	191	77	114	NB	17:00
462	15:15	462	252	211	EB	15:15

MAP STA #	ROAD NAME	LOCATION	Map Sheet	TMS ID	S E W N T C P G	2008						2013					
						2008	2010	2011	2012	2013	2008	2010	2011	2012	2013		
205	SHIRLEY SHORES RD	0.15 MI N OF C.R. 448	B	514	15 20 26	2,127	2,138	2,214	2,141	1,928	-2.41%						
206	C.R. 565 (VILLA CITY RD)	0.134 MI N OF S.R. 50	B	612	24 22 24	1,868	1,831	1,956	2,131	2,364	6.07%						
207	C.R. 561	0.10 MI N OF C.R. 565A	B	605	14 22 25	3,876	4,331	4,342	3,958	3,914	0.23%						
208	TURKEY FARM RD	0.040 MI N OF C.R. 50	B	169	17 22 26	1,941	2,803	3,139	4,506	5,172	27.76%						
209	N HANCOCK RD	0.106 MI S OF C.R. 50	B	148	16 22 26	7,352	11,007	10,507	10,745	11,404	11.56%						
210	OSWALT RD	0.126 MI E OF LAKESHORE DR (CLERMONT)	A	170	12 23 25	3,394	3,726	3,921	3,676	3,712	-2.26%						
211	SHAY BV	0.158 MI N OF GRIFFIN AV	C	511	7 18 24	2,352	2,557	2,591	2,375	3,278	8.66%						
212	W MCLENDON ST	0.024 MI W OF U.S. 27/U.S. 441	C	550	20 18 24	264	492	692	594	448	14.15%						
213	LADY LAKE BV	0.029 MI W OF U.S. 27/U.S. 441	C	493	20 18 24	970	1,175	1,535	1,281	2,039	20.41%						
214	LADY LAKE BV	0.045 MI E OF U.S. 27/U.S. 441	C	494	21 18 24	507	673	693	685	619	5.10%						
215	GRAYS AIRPORT RD	0.10 MI N OF EAGLENEST RD	C	401	27 18 24	1,546	1,818	1,460	1,493	1,672	1.98%						
216	SOUTH GRAYS AIRPORT RD	0.048 MI E OF U.S. 27/U.S. 441	C	403	34 18 24	1,168	856	1,308	673	12,69%							
217	ARLINGTON AV	0.097 MI S OF W LADY LAKE BV	C	681	20 19 24	1,165	1,254	1,348	1,449	1,264	-1.42%						
218	SOUTH FISH CAMP RD	0.097 MI N OF C.R. 44	C-1	577	32 18 26	1,248	1,228	1,142	1,396	1,427	3.39%						
219	ROSE ST	0.3 MI E OF OAK ST	C	72	13 18 26	911	1,130	1,016	1,169	661	-7.72%						
220	C.R. 44A (NORTH)	0.2 MI N OF C.R. 450A	D	75	20 18 27	1,300	1,543	1,433	1,452	2,79%							
221	C.R. 44A (EAST)	0.6 MI E OF C.R. 439	D	335	34 18 27	4,117	4,429	3,814	LC	3,740	-2.37%						
222	THOMAS AV	0.102 MI S OF C.R. 44A/C.R. 44C	C	527	22 19 24	6,255	6,029	6,519	8,107	7,011	2.89%						
223	LONE OAK DR	0.15 MI S OF W MAIN ST	C	685	27 19 24	2,870	2,978	3,366	3,996	2,634	-0.32%						
224	GRIFFIN RD	0.123 MI E OF U.S. 27/U.S. 441	C	404	14 19 24	2,317	2,495	2,500	2,714	2,278	-0.41%						
225	LEE ST	0.159 MI N OF U.S. 441	C	555	23 18 24	2,286	2,233	2,842	1,432	2,071	-2.54%						
226	LEE ST	0.115 MI S OF U.S. 441	C	556	25 19 24	3,304	4,251	4,184	4,305	3,555	1.85%						
227	CANAL ST	0.026 MI N OF MAIN ST	C	556	23 19 24	2,576	2,516	2,670	3,185	2,992	3.81%						
228	CANAL ST	0.035 MI S OF MAIN ST	C	663	26 19 24	4,142	4,461	4,044	3,942	4,101	-0.25%						
229	LAKE ST	0.054 MI S OF MAIN ST	C	663	26 19 24	3,229	3,500	3,348	3,357	4,865	10.79%						
230	LAKE ST	0.058 MI S OF MAIN ST	C	723	25 19 24	2,819	2,991	2,561	2,987	2,816	-0.03%						
231	MAIN ST	0.051 MI E OF CANAL ST	C	474	25 19 24	5,196	5,455	5,460	5,216	5,026	-0.83%						
232	MAIN ST	0.09 MI E OF LAKE ST	C	476	25 19 24	4,850	4,775	5,052	4,877	5,533	-7.62%						
233	SUNNYSIDE DR	0.106 MI S OF SUNNYSIDE DR (EAST)	C	525	30 19 25	1,421	1,378	1,517	1,459	1,437	0.29%						
234	DEAD RIVER RD	0.2 MI W OF S.R. 19	C-1	589	31 19 26	5,463	6,241	6,377	6,273	5,854	1.74%						
235	WOODLEA RD	0.1 MI W OF S.R. 19	C	533	31 19 26	2,685	2,744	2,871	2,525	2,702	0.88%						
236	WELLS AV	0.12 MI E OF S.R. 19	C	530	32 19 26	1,592	1,659	1,557	1,475	1,722	1.99%						
237	MAIN ST	0.04 MI W OF SINCLAIR AV	C-1	552	29 19 26	6,932	7,550	8,035	7,867	6,357	-2.14%						
238	MAIN ST	0.3 MI E OF DISSTON AV	C-1	656	28 19 26	1,922	1,791	2,156	2,068	1,800	-1.63%						
239	C.R. 452 (LAKESHORE DR)	0.09 MI W OF COLLEY DR. (EAST)	C-1	626	34 19 26	1,361	1,355	1,545	1,407	1,371	0.18%						
240	ST CLAIR ABRAMS AV	0.08 MI N OF ALFRED ST	C-1	632	29 19 26	3,360	3,416	3,527	3,503	3,395	0.26%						
241	DORA AV	0.1 MI S OF ALFRED ST	C-1	713	28 19 26	999	954	1,039	1,095	829	-4.57%						
242	LAKE EUSTIS DR	0.1 MI N OF U.S. 441	C-1	375	21 19 26	5,384	5,804	5,739	5,071	5,433	0.23%						
243	S. MT HOMER RD	0.05 MI S OF U.S. 441	C-1	442	21 19 26	170	210	212	233	291	14.34%						
244	MT HOMER RD	0.14 MI N OF U.S. 441	C-1	440	22 19 26	1,364	1,222	1,423	1,469	1,303	-1.50%						
245	MT HOMER RD	0.1 MI W OF KURT ST	C-1	438	15 19 26	3,915	4,112	3,677	3,433	3,118	-5.53%						
246	FAIRVIEW AV	0.06 MI S OF ALFRED ST	C-1	781	27 19 26	612	719	699	717	675	2.48%						
247	KURT ST	0.06 MI S OF HUFFSTETLER DR	C-1	899	23 19 26	4,507	4,446	4,938	4,567	4,444	-0.35%						
248	KURT ST	0.1 MI S OF W GOLFLINKS AV	C-1	913	14 19 26	3,978	3,873	4,063	4,005	3,476	-3.32%						
249	KURT ST	0.1 MI N OF W GOLFLINKS AV	C-1	784	14 19 26	7,601	8,323	8,182	7,808	7,172	-1.44%						
250	LAKEVIEW AV	0.2 MI W OF S.R. 19	C-1	778	14 19 26	7,813	7,568	7,568	7,391	6,748	-3.60%						
251	W GOLFLINKS AV	0.1 MI E OF KURT ST	C-1	572	14 19 26	800	872	996	851	879	-0.31%						
252	ARDICE AV	0.05 MI E OF KURT ST	C-1	602	23 19 26	5,113	5,466	5,090	4,788	4,886	-1.13%						
253	BAY RD	0.1 MI S OF OLD 441	C-1	675	26 19 26	1,529	1,718	1,718	1,682	1,723	3.03%						
254	BAY RD	0.1 MI N OF OLD 441	C-1	674	26 19 26	2,717	2,840	2,926	2,905	2,495	-2.11%						
255	GROVE ST	0.02 MI N OF OLD MT DORA RD	C-1	426	14 19 26	3,650	3,324	3,404	3,246	3,371	-3.27%						

ADJUSTED PEAK HR VOLUME 2013		BEGIN PEAK HOUR 2013		ADJUSTED P.M. PEAK HOUR VOLUME (3-7 pm reported as 15:00-18:00) 2013						
177	16:30	177	16:30	Total	NB/EB	SB/WB	Pk Dir	Time		
207	17:00	207	17:00	177	117	60	NB	16:30		
341	17:15	341	17:15	207	129	79	NB	17:00		
820	6:45	539	6:45	341	148	193	SB	17:15		
1,081	17:00	1,081	17:00	539	253	286	NB	16:45		
363	17:00	363	17:00	1,081	539	542	SB	17:00		
258	15:00	258	15:00	363	257	106	EB	17:00		
54	11:00	33	11:00	258	141	157	NB	15:00		
221	12:15	177	12:15	33	18	15	EB	15:15		
53	10:45	48	10:45	221	81	96	WB	15:00		
163	17:30	48	17:30	53	29	19	EB	16:45		
62	17:00	62	17:00	163	95	69	NB	17:30		
121	17:00	121	17:00	62	44	18	EB	17:00		
118	16:45	118	16:45	121	52	70	SB	17:00		
72	16:15	72	16:15	118	68	49	NB	16:45		
144	16:45	144	16:45	72	29	43	WB	16:15		
355	17:00	355	17:00	144	97	47	NB	16:45		
613	15:15	613	15:15	355	200	155	WB	17:00		
278	17:00	278	17:00	613	336	278	NB	15:15		
248	7:30	248	7:30	278	153	125	SB	17:00		
186	16:45	186	16:45	248	181	64	97	WB	15:15	
338	7:45	338	7:45	186	88	87	NB	16:45		
354	12:00	354	12:00	289	116	153	NB	16:45		
451	12:45	451	12:45	331	194	137	NB	15:00		
236	7:30	236	7:30	379	140	239	SB	15:00		
278	14:15	278	14:15	187	101	66	NB	15:45		
459	14:15	459	14:15	255	132	123	NB	15:00		
329	16:45	329	16:45	454	241	213	EB	16:30		
145	16:45	145	16:45	329	232	97	EB	16:45		
483	17:00	483	17:00	145	51	94	SB	16:45		
258	16:30	258	16:30	483	193	280	WB	17:00		
201	15:15	201	15:15	258	120	138	EB	16:30		
642	16:45	642	16:45	201	102	99	EB	15:15		
197	17:00	197	17:00	642	217	425	WB	16:45		
131	17:00	131	17:00	197	116	81	EB	17:00		
341	11:30	341	11:30	131	69	62	EB	17:00		
85	15:45	85	15:45	332	170	162	NB	16:30		
487	16:45	487	16:45	85	51	34	NB	15:45		
32	11:00	32	11:00	487	254	223	NB	16:45		
127	16:30	127	16:30	23	18	6	NB	15:00		
300	15:15	300	15:15	127	54	33	NB	16:30		
71	17:15	71	17:15	300	138	162	EB	15:15		
435	14:15	435	14:15	71	46	25	SB	17:15		
334	14:30	334	14:30	392	204	188	NB	15:00		
616	14:45	616	14:45	316	129	187	NB	15:00		
666	16:30	666	16:30	388	218	218	NB	16:45		
90	7:45	90	7:45	666	409	257	EB	16:30		
468	14:00	468	14:00	76	34	45	WB	15:00		
144	17:00	144	17:00	424	239	185	EB	16:15		
251	14:45	251	14:45	144	81	63	SB	17:00		
307	13:15	307	13:15	242	120	122	NB	15:00		
				305	115	190	NB	16:15		

MAP STA #	ROAD NAME	LOCATION	Map Sheet	TMS ID	S	T	R	2009	2010	2011	2012	2013	
					E	W	N						
					C	P	G						
256 GROVE ST	0.1 MI N OF GOLFLINKS AV		C-1	428	14	19	26	2,867	3,125	2,978	2,733	2,529	-3.09%
257 GROVE ST	0.1 MI N OF LAKEVIEW AV		C-1	430	14	19	26	1,144	1,185	1,182	1,246	1,169	0.53%
258 C.R. 19A	0.2 MI S OF HOLLY DR		C-1	65	26	19	26	7,182	7,766	8,048	7,470	7,871	2.37%
259 LAKEVIEW AV	0.2 MI S OF S.R. 18		C-1	429	14	19	26	4,536	5,664	5,011	4,920	5,293	3.97%
260 ELDORA RD	0.2 MI N OF U.S. 441		C-1	578	24	18	26	3,358	3,747	3,153	2,720	4,454	7.31%
261 PRESCOTT ST	0.12 MI N OF E ORANGE AV		C-1	541	11	19	26	456	525	464	445	564	5.47%
262 BATES AV	0.07 MI E OF C.R. 44		C-1	0	2	19	26	1,322	1,640	1,433	1,223	1,238	-1.62%
263 BATES AV	0.1 MI E OF PRESCOTT ST		C-1	765	1	19	26	1,263	1,618	1,393	1,314	1,024	-5.40%
264 HASELTON ST	0.17 MI S OF E ORANGE AV		C-1	432	12	19	26	1,850	1,898	1,778	1,942	1,604	-3.50%
265 WASHINGTON AV	0.1 MI E OF HASELTON ST		C-1	534	12	19	26	2,486	2,500	2,428	2,597	2,420	-0.77%
266 LAKESHORE DR	0.1 MI W OF HASELTON ST		C-1	901	13	19	26	3,136	3,103	3,231	3,272	2,964	-1.23%
268 OLD 441	0.06 MI N OF OLD 441		C-1	620	30	19	27	642	685	701	583	606	-1.42%
269 LAKESHORE DR	0.09 MI E OF LAKESHORE DR		C-1	58	30	19	27	8,969	9,178	9,038	9,364	8,805	-0.52%
270 HIGHLAND ST	0.04 MI N OF SHIN AV		C-1	434	29	19	27	2,165	1,637	1,949	2,270	2,267	1.16%
271 C.R. 448A	0.1 MI W OF U.S. 441		D	709	20	19	27	1,912	2,068	2,195	2,201	2,035	1.57%
272 C.R. 448A	0.2 MI S OF C.R. 48		B	757	25	20	26	239	191	171	204	243	0.45%
273 TUSCANOOGA RD	0.2 MI N OF C.R. 48		B	819	24	20	26	3,616	3,659	4,149	3,795	3,933	2.13%
274 MASCOOTIE EMPIRE RD (S. SU)	0.9 MI N OF S.R. 50		B	104	15	22	24	1,807	2,273	2,191	2,208	2,162	4.83%
275 C.R. 50/SUNSET AV	0.3 MI S OF S.R. 50		B	181	14	22	24	586	571	675	552	912	11.70%
276 PALMETTO DR	0.03 MI N OF S.R. 50		B	181	14	22	24	931	1,229	988	1,403	1,026	2.45%
277 UNDERPASS RD	0.043 MI W OF C.R. 33		B	108	14	22	24	543	519	480	514	397	-7.51%
278 MAIN ST	0.1 MI N OF S.R. 50		A	834	19	22	26	4,964	5,294	5,540	5,043	5,605	3.09%
280 CITRUS TOWER BV	0.1 MI S OF WASHINGTON ST		B	771	18	22	26	1,746	1,773	1,907	1,831	1,981	3.20%
281 HOOKS ST	0.12 MI S OF CITRUS TOWER BV		A	146	28	22	26	8,768	12,828	13,786	11,966	13,798	9.21%
282 EXCALIBUR RD	0.16 MI S OF HOOKS ST		A	482	29	22	26	2,176	3,000	4,047	3,813	5,588	31.91%
283 CITRUS TOWER BV	0.18 E. OF U.S. 27		A	892	28	22	26	3,891	4,175	4,084	3,673	3,581	-2.19%
284 HAMMOCK RIDGE RD	0.21 W. OF U.S. 27		A	910	5	23	26	10,521	9,760	10,625	10,040	12,378	3.90%
285 LAKESHORE DR (CLERMONT)	0.14 E. OF HAMMOCK RIDGE RD		A	900	6	23	26	5,559	6,068	6,584	6,519	9,368	14.03%
286 FOSGATE RD	0.19 MI W OF GRASSY LAKE RD		B	895	8	22	26	1,038	1,161	1,052	1,424	1,571	10.82%
288 CR 44A	0.44 MI W OF CITRUS TOWER BV		A	868	29	22	26	***	4,088	4,545	4,863	5,529	N/A
289 HOOKS ST	0.17 MI N OF CR 44A		C-1	823	5	19	27	***	1,872	1,604	1,632	1,661	N/A
290 GRAND HIGHWAY	E. OF U.S. 27		A	481	29	22	26	***	***	3,385	4,022	5,227	N/A
291 CR 48	N. OF HOOKS ST		A	0	29	22	26	***	***	3,345	3,982	8,665	N/A
	AT SUMTER COUNTY LINE		B	225	7	21	24	***	***	2,043	2,003	2,003	N/A

NOTES: 1 *** - Data not available in 2009
2 **** - Data not available in 2010
3 777 - N/A due to lack of previous years data
4 UIC Denotes station under construction during data collection period.
5 5-Year Annual Average Percentage Growth Rate is computed as follows:

$$\text{5-Year Annual Average Percentage Growth Rate} = \frac{((1 + 2013 \text{ AADT} - 2009 \text{ AADT}) / (2009 \text{ AADT}))^{(1/4)} - 1}{1}$$

6 Stations Deleted from the program:
255
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ADJUSTED PEAK HR VOLUME 2013	BEGIN PEAK HOUR VOLUME 2013	ADJUSTED P.M. PEAK HOUR VOLUME (3-7 pm reported as 15:00-18:00) 2013				
		Total	NB/EB	SB/WB	Pk Dir	Time
232	16:30	232	165	66	NB	16:30
114	18:15	114	16	98	NB	16:15
651	12:15	618	318	301	SB	15:15
521	16:30	521	289	233	EB	16:30
420	15:00	420	221	199	NB	15:00
53	13:15	51	20	31	SB	16:00
261	9:00	172	62	110	WB	15:00
105	14:30	99	41	58	EB	15:00
172	12:00	144	72	72	NB	15:00
237	16:45	237	96	142	EB	16:45
346	16:30	346	210	135	EB	16:30
66	15:15	66	33	34	SB	15:15
735	16:30	735	353	382	WB	16:30
311	6:45	221	124	97	NB	16:30
210	7:30	196	91	104	EB	16:15
26	12:00	24	14	10	NB	16:00
409	6:45	384	172	222	SB	17:00
197	16:00	197	117	80	NB	16:00
94	18:15	84	44	40	SB	18:15
88	16:00	88	58	41	SB	16:00
37	16:30	37	21	16	WB	16:30
90	17:00	90	52	38	EB	17:00
563	7:30	512	234	279	SB	15:30
186	16:15	188	109	79	SB	16:15
1,102	17:15	1,102	501	601	SB	17:15
624	17:00	624	291	333	WB	17:00
610	6:45	365	167	199	NB	15:30
1,172	7:30	986	411	575	WB	17:00
1,220	7:30	1,180	562	628	WB	17:15
917	17:15	917	326	589	WB	17:15
253	6:45	175	97	79	WB	16:45
572	14:30	487	256	210	WB	16:15
169	16:45	166	105	63	NB	16:45
511	17:15	511	177	334	WB	17:15
731	17:00	731	366	365	NB	17:00
166	13:45	165	120	46	WB	17:00

Appendix G

Unsignalized Intersection HCS

Worksheets – 2016 Build-Out Conditions

TWO-WAY STOP CONTROL SUMMARY

General Information				Site Information			
Analyst	DOH			Intersection	Citrus Tower Blvd at Project D		
Agency/Co.	LTG			Jurisdiction	City of Clermont		
Date Performed	2/14/2014			Analysis Year	2016		
Analysis Time Period	PM Peak-Hour						
Project Description: 3919.02 Citrus Tower Apartments							
East/West Street: Project Drive				North/South Street: Citrus Tower Boulevard			
Intersection Orientation: North-South				Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments							
Major Street	Northbound			Southbound			
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume (veh/h)	20	717			998	38	
Peak-Hour Factor, PHF	0.92	0.92	1.00	1.00	0.92	0.92	
Hourly Flow Rate, HFR (veh/h)	21	779	0	0	1084	41	
Percent Heavy Vehicles	2	—	—	0	—	—	
Median Type	Undivided						
RT Channelized			0			0	
Lanes	1	2	0	0	2	0	
Configuration	L	T			T	TR	
Upstream Signal		0			0		
Minor Street	Eastbound			Westbound			
Movement	7	8	9	10	11	12	
	L	T	R	L	T	R	
Volume (veh/h)	25		13				
Peak-Hour Factor, PHF	0.92	1.00	0.92	1.00	1.00	1.00	
Hourly Flow Rate, HFR (veh/h)	27	0	14	0	0	0	
Percent Heavy Vehicles	2	0	0	0	0	0	
Percent Grade (%)	0			0			
Flared Approach		N			N		
Storage		0			0		
RT Channelized			0			0	
Lanes	0	0	0	0	0	0	
Configuration		LR					
Delay, Queue Length, and Level of Service							
Approach	Northbound	Southbound	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11 12
Lane Configuration	L						LR
v (veh/h)	21						41
C (m) (veh/h)	617						173
v/c	0.03						0.24
95% queue length	0.11						0.88
Control Delay (s/veh)	11.0						32.2
LOS	B						D
Approach Delay (s/veh)	—	—				32.2	
Approach LOS	—	—				D	

Appendix H

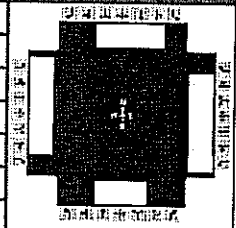
Signalized Intersection HCS

Worksheets – 2016 Build-Out Conditions

HCS 2010 Signalized Intersection Results Summary

General Information

Agency	LTG	Intersection Information	
Analyst	DOH	Duration, h	0.25
Jurisdiction	Lake County	Area Type	Other
Intersection	SR 50 at Citrus Tower Blvd	PHF	0.92
File Name	PM Peak-Hour SR 50 @ Citrus Tower Blvd.xus	Analysis Period	1> 7:00
Project Description	Build-Out Conditions		



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	148	1444	98	338	1694	241	108	351	249	204	333	99

Signal Information

Cycle, s	100.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	6.0	0.8	32.2	5.0	3.2	22.8		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	4.0	4.0	4.0	0.0	4.0		
				Red	2.0	2.0	2.0	2.0	0.0	2.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	3.0	2.0	4.0	0.0	13.0
Phase Duration, s	12.0	38.2	18.8	45.0	14.2	32.0	11.0	28.8
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	2.9	3.3	0.0	3.3
Queue Clearance Time (g _s), s	6.6		12.4		8.5	19.3		24.8
Green Extension Time (g _e), s	0.0	0.0	0.4	0.0	0.0	2.1	0.0	0.0
Phase Call Probability	0.99		1.00		0.96	1.00		1.00
Max Out Probability	1.00		0.09		1.00	0.46		1.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	161	1570	107	367	1841	262	117	348	304	222	362	108
Adjusted Saturation Flow Rate (s), veh/h/ln	1723	1691	1579	1723	1691	1579	1774	1863	1606	369	1732	1397
Queue Service Time (g _s), s	4.6	30.4	4.9	10.4	34.7	12.1	6.5	17.0	17.3	5.0	20.4	3.1
Cycle Queue Clearance Time (g _c), s	4.6	30.4	4.9	10.4	34.7	12.1	6.5	17.0	17.3	22.8	20.4	3.1
Green Ratio (g/C)	0.06	0.32	0.32	0.13	0.39	0.39	0.08	0.26	0.26	0.23	0.23	0.23
Capacity (c), veh/h	207	1632	508	442	1978	615	146	484	417	161	395	637
Volume-to-Capacity Ratio (X)	0.777	0.962	0.210	0.831	0.931	0.426	0.806	0.718	0.729	1.380	0.917	0.169
Available Capacity (c _a), veh/h	207	1632	508	620	1978	615	195	484	418	161	395	637
Back of Queue (Q), veh/ln (50th percentile)	2.3	13.5	1.8	4.4	14.2	4.4	3.2	7.7	6.9	10.5	10.8	1.0
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	46.3	33.3	24.7	42.5	29.2	22.3	45.1	33.7	33.8	38.8	37.7	31.0
Incremental Delay (d ₂), s/veh	15.4	14.9	0.9	4.7	9.4	2.1	12.0	4.4	5.6	204.9	25.4	0.0
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	61.8	48.2	25.6	47.2	38.6	24.5	57.1	38.1	39.4	243.7	63.1	31.0
Level of Service (LOS)	E	D	C	D	D	C	E	D	D	F	E	C
Approach Delay, s/veh / LOS	48.0		D	38.4		D	41.5		D	116.0		F
Intersection Delay, s/veh / LOS	51.2						D					

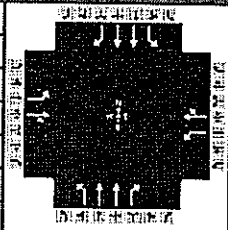
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.8		C	2.9		C	3.5		C	3.5		C
Bicycle LOS Score / LOS	1.5		A	1.8		A	1.1		A	1.1		A

HCS 2010 Signalized Intersection Results Summary

General Information

Agency	LTG	Intersection Information	
Analyst	DOH	Duration, h	0.25
Jurisdiction	City of Clermont	Analysis Date	2/13/2014
Intersection	Citrus Tower Blvd at Steve's Rd	Area Type	Other
File Name	PM Peak-Hour Citrus Tower Blvd @ Steve's Rd-Excalibur Rd.xus	PHF	0.92
Project Description	Build-Out Conditions	Analysis Year	2016
		Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	71	43	51	52	15	7	38	659	40	21	730	236

Signal Information

Cycle, s	90.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	2.2	1.0	51.1	7.3	4.3	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	2.0	0.0	2.0	2.0	2.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		10.0		10.0	2.0	3.0	2.0	3.0
Phase Duration, s		13.3		10.3	9.2	58.1	8.2	57.1
Change Period, (Y+R _c), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s		3.2		3.2	3.2	0.0	3.2	0.0
Queue Clearance Time (g _s), s		7.3		4.8	4.1		3.1	
Green Extension Time (g _e), s		0.1		0.1	0.0	0.0	0.0	0.0
Phase Call Probability		0.99		0.87	0.64		0.43	
Max Out Probability		0.22		0.00	0.00		0.00	

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	77	102		57	24		41	716	43	23	793	257
Adjusted Saturation Flow Rate (s), veh/h/ln	1774	1697		1774	1762		1774	1773	1579	1774	1773	1579
Queue Service Time (g _s), s	3.8	5.3		2.8	1.2		2.1	9.6	1.1	1.1	11.2	7.5
Cycle Queue Clearance Time (g _c), s	3.8	5.3		2.8	1.2		2.1	9.6	1.1	1.1	11.2	7.5
Green Ratio (g/C)	0.08	0.08		0.05	0.05		0.04	0.58	0.58	0.02	0.57	0.57
Capacity (c), veh/h	145	139		85	85		63	2055	915	43	2014	896
Volume-to-Capacity Ratio (X)	0.533	0.737		0.662	0.282		0.651	0.349	0.048	0.532	0.394	0.286
Available Capacity (c _a), veh/h	237	226		269	267		302	2055	915	834	2014	896
Back of Queue (Q), veh/ln (50th percentile)	1.7	2.3		1.3	0.5		1.0	3.6	0.4	0.5	4.2	2.6
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	39.7	40.4		42.1	41.3		42.8	10.0	8.2	43.4	10.8	10.0
Incremental Delay (d ₂), s/veh	1.1	2.9		3.2	0.7		4.1	0.5	0.1	3.8	0.6	0.8
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	40.8	43.2		45.4	42.0		47.0	10.4	8.3	47.2	11.4	10.8
Level of Service (LOS)	D	D		D	D		D	B	A	D	B	B
Approach Delay, s/veh / LOS	42.2	D		44.4	D		12.2	B		12.0	B	
Intersection Delay, s/veh / LOS	15.9						B					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	3.0	C		3.0	C		2.2	B		2.2	B	
Bicycle LOS Score / LOS	0.8	A		0.6	A		1.1	A		1.4	A	

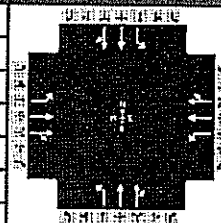
HCS 2010 Signalized Intersection Results Summary

General Information

Agency	LTG
Analyst	DOH
Jurisdiction	City of Clermont
Intersection	Citrus Tower Blvd at Hooks
File Name	PM Peak-Hour Citrus Tower Blvd @ Hooks St.xus
Project Description	Build-Out Conditions

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.92
Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	59	155	92	263	242	42	94	579	110	44	689	54

Signal Information

Cycle, s	100.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	10.3	16.7	22.3	28.7	13.3	51.3	9.7	47.6
Change Period, (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	3.1	3.1	3.1	3.1	3.1	0.0	3.1	0.0
Queue Clearance Time (gs), s	5.2	9.7	16.0	9.3	7.7		4.7	
Green Extension Time (ge), s	0.0	1.0	0.4	1.0	0.1	0.0	0.1	0.0
Phase Call Probability	0.83	1.00	1.00	1.00	0.94		0.74	
Max Out Probability	1.00	0.00	0.00	0.00	0.00		0.00	

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	64	139	130	286	157	152	102	385	364	48	409	399
Adjusted Saturation Flow Rate (s), veh/h/ln	1757	1863	1636	1740	1863	1767	1774	1863	1759	1774	1863	1815
Queue Service Time (gs), s	3.2	7.2	7.7	14.0	7.1	7.3	5.7	14.2	14.3	2.7	16.4	16.4
Cycle Queue Clearance Time (gc), s	3.2	7.2	7.7	14.0	7.1	7.3	5.7	14.2	14.3	2.7	16.4	16.4
Green Ratio (g/C)	0.15	0.11	0.11	0.29	0.23	0.23	0.07	0.45	0.45	0.04	0.42	0.42
Capacity (c), veh/h	261	199	175	389	423	401	130	843	796	65	775	755
Volume-to-Capacity Ratio (X)	0.245	0.695	0.743	0.735	0.370	0.379	0.784	0.456	0.457	0.733	0.528	0.528
Available Capacity (ca), veh/h	290	571	502	574	795	754	531	843	796	567	775	755
Back of Queue (Q), veh/ln (50th percentile)	1.4	3.3	3.1	5.7	3.1	3.0	2.6	6.2	5.9	1.3	7.3	7.1
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	37.5	43.1	43.3	30.8	32.6	32.7	45.5	18.9	18.9	47.7	21.8	21.8
Incremental Delay (d2), s/veh	0.2	1.6	2.3	1.0	0.2	0.2	3.9	1.8	1.9	5.8	2.6	2.6
Initial Queue Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	37.6	44.7	45.6	31.8	32.8	32.9	49.4	20.6	20.8	53.5	24.4	24.5
Level of Service (LOS)	D	D	D	C	C	C	D	C	C	D	C	C
Approach Delay, s/veh / LOS	43.7		D	32.3		C	24.2		C	26.1		C
Intersection Delay, s/veh / LOS	29.1						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.9		C	2.8		C	2.8		C	2.8		C
Bicycle LOS Score / LOS	0.8		A	1.0		A	1.2		A	1.2		A

Appendix I

NCHRP Report 457

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:		4-lane roadway
Variable		Value
Major-road speed, mph:		30
Major-road volume (one direction), veh/h:		998
Right-turn volume, veh/h:		38

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	97
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	

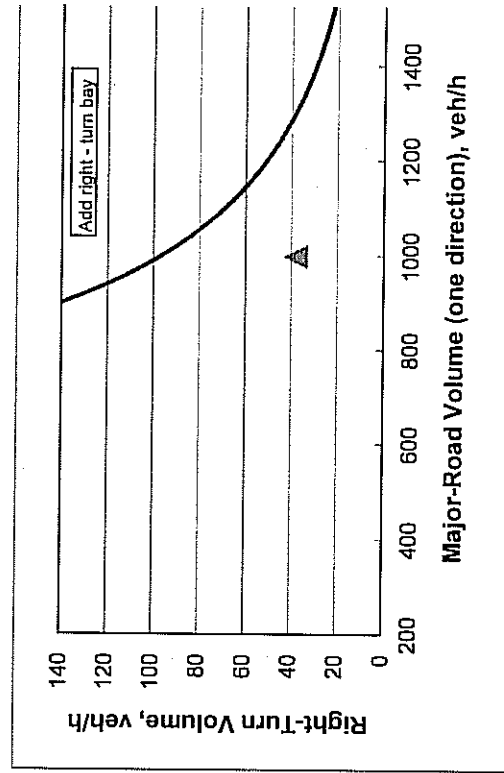


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

4-lane roadway

INPUT

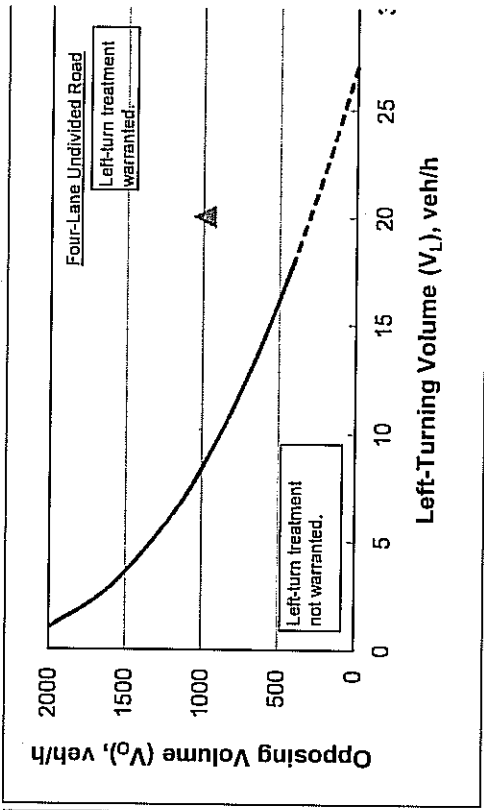
Variable	Value
Left-turning volume (V_L), veh/h:	20
Advancing volume (V_A), veh/h:	717
Opposing volume (V_O), veh/h:	998

OUTPUT

Variable	Message
Opposing volume (V_O) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay: Left-turn treatment warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0



Note: When $V_O < 400$ veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h ($V_A > 400$ veh/h).



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: November 26, 2013

FEE: \$500.00

Project Name (if applicable): Citrus Tower Apartments & Office Site

Applicant: Daljit & Santinder Gill

Contact Person: Ridge Professional Group, Inc.

Address: 4425 US Highway 92 East

City: Lakeland

State: FL

Zip: 33801

Phone: 863-669-0108

Fax: _____

E-Mail: rpgi@ridgeprofessionalgroup.com

OWNER: Daljit & Santinder Gill

Address: 9 Kenview Blvd.

City: Brampton

State: Ontario

Zip: L6T5G

Phone: 1 (905) 792-0999 x 33

Fax: (905) 792-0091

E-Mail: daljit@gillmanufacturing.com

General Location: The property is located north of Excalibur Road on the west side of Citrus Tower Blvd.

Legal Description (include copy of survey): Please see attached.

Property size (in acres or square feet): 8.53 acres

Flood hazard area (yes) _____ and approx. acreage _____ (no) X

Existing (Actual) Land Use: Vacant

Existing Zoning: RA Ranchette District "County"

Existing Future Land Use: RO Regional Office "County"

Proposed Future Land Use: Residential/Office

Type of development proposed: Apartment complex with office tract

Proposed density (dwelling units/acre) or intensity: 12 units per acre

Proposed Zoning District: R-3 Residential/Professional

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).
Please see attached narrative.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

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

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE SS:

Before me, the undersigned authority personally appeared

David C. Carter

, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from
Vacant Commercial (1000) _____ to Residential/Office _____ for
the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

x David C. Carter
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by David Carter
or personally known by me this 12 day of November, 20 13.

x Maliwan Rafats
Notary Public, State of Florida at Large



My Commission Expires: 7/15/15

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE SS:

Before me, the undersigned authority personally appeared

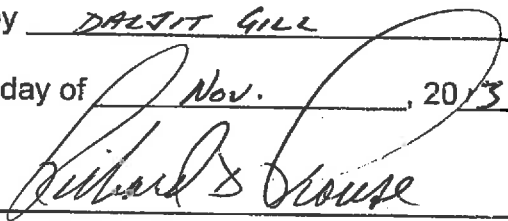
DALIT GILL, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Vacant Commercial (1000) to Residential/Office _____ for
the property legally described on the attachment of this application.
3. That the owner of said property has appointed DAVID CARTER to act
as agent on his (her) behalf to accomplish the above. The owner is required to
complete the APPLICANT'S AFFIDAVIT of this application if no agent is
appointed to act in his (her) stead.

X 
Affiant – Owner's Name (signature)

SWORN to and SUBSCRIBED before me by DALIT GILL
or personally known by me this 5th day of Nov., 2013.

X 
Notary Public, State of Florida at Large
PROVINCE OF ONTARIO, CANADA

My Commission Expires: N/A

Citrus Tower Apartments & Office Site

Project Narrative

The project consists of a 92 unit apartment complex with a recreational clubhouse, along with a 1 acre office tract for professional offices, personal service establishments, and light commercial uses. The site is a 8.5 acre tract fronting on the west side of Citrus Tower Boulevard, between Hooks Street and Excalibur Road.

Current FLU-Zoning

The parcel is currently in Lake County, however the applicant is petitioning for annexation into the City of Clermont. The site has a county Future Land Use (FLU) designation of Regional Office, and is zoned RA, or Ranchette District.

Proposed FLU-Zoning-Conditional Use

We are proposing that after annexation, the property be assigned a city Future Land Use designation of Residential/Office, with a zoning designation of R-3, or Residential/Professional District. To allow for the construction of the 92 apartment units, we are proposing a Conditional Use (CU) approval, which would allow for multi-family development of "12 or more dwelling units". The CU approval is also required for the professional offices, personal service establishments, and light commercial uses.

Surrounding Area

The area surrounding the subject site has seen a considerable amount of development in the last several years. A single family detached project is being built to the south, with many units being 2-story. To the north on Hooks Street, the Crane's View Lodge, an ALMC, and the Clermont Police Station projects are underway. The East Ridge Middle School and East Ridge High School are located starting about 800 feet to the east of the site.

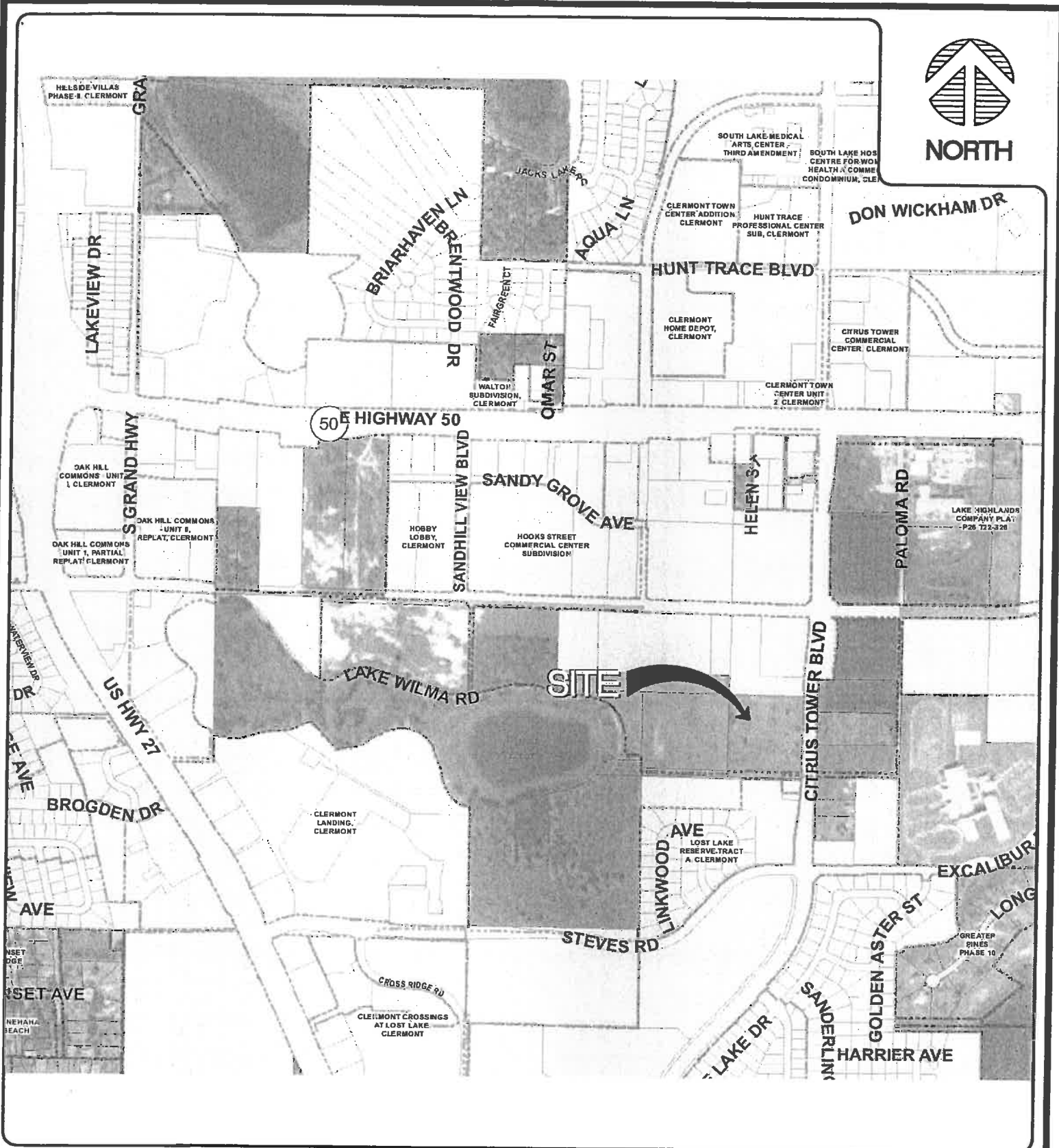
Justification

The current county FLU for the site would allow a variety of office uses with limited commercial support uses. This is in contrast to the current county zoning classification, which only allows development of 5 acre home sites with attendant agricultural uses. Development of the large, 5 acre home sites would be inappropriate sprawl development considering the urban character of the surrounding uses.

With the higher intensity commercial FLU, non-residential uses to the north and the single family residential subdivision on the south, a small, multi-family project with limited commercial and appropriate buffering would provide a step down of intensities.

The site is ideally suited for development with city utilities adjoining the property. Access to Citrus Tower Boulevard is available with no intersection conflicts visible. The nearby schools are within walking distance. The topography is challenging, with significant fall east to west. However, the proposed site plan overcomes this with grading, slopes and walls that meet city standards.

The topography of the site also limits the relative height of the proposed units in comparison to the homes on the south, which are on a small ridge line. This limits the impact of the 3 story buildings. Retention ponds can be provided on the lower, west side of the property, and would adjoin larger, existing ponds.



CITRUS TOWER VICINITY MAP

**Sec. 09, Twp. 22 S, Rng. 26 E
Lake County, FL**



RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East Lakeland, FL 33801-9688
Phone: (863) 669-0108

Sheet No. 1 OF 1	Project No.: 13.024	Scale: NTS	Checked By: DCL
Drawn By: TAC	Modified By: TAC	Date: Sep 12, 2013 -- 10:24am	
File Info: J:\JOB DATA\13. RPG Files\13.024 Citrus Tower\Dwg\13.024 Exhibits.dwg			

Prepared by, and after recording return to:
Berry J. Walker, Jr., an employee of
Walker & Tudhope, P.A.,
225 South Westmonte Drive, Suite 3000
Altamonte Springs, Florida 32714
Consideration: **\$300,000.00**
File Number: FA13-101



For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Lake)
)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this May 6, 2013, between Nazzaro Trust Assets, LLC, a Florida limited liability company whose mailing address is: 153 Carisbrooke Street, Ocoee, FL 34761 and K42 Properties, LLC, a Florida limited liability company, whose mailing address is 2151 Consulate Drive, #3, Orlando, FL 32837, parties of the first part, and Daljit Gill and Satinder Gill, husband and wife, whose mailing address is: 9 Kenview Blvd., Brampton, L6T 5G5, Canada, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

TRACT 48, IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, IN LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING PARCEL:

THAT PART OF TRACT 48, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 29, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE RUN S 00 DEGREES 15'19" E ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29 FOR A DISTANCE OF 662.64 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N 88 DEGREES 50'36" W ALONG SAID NORTH LINE FOR A DISTANCE OF 15.00 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR THE POINT OF BEGINNING; THENCE CONTINUE N 88 DEGREES 50'36" W ALONG SAID NORTH LINE FOR A DISTANCE OF 70.02 FEET; THENCE RUN S 00 DEGREES 15'29" E FOR A DISTANCE OF 647.72 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN S 88 DEGREES 53'59" E ALONG SAID NORTH LINE FOR A DISTANCE OF 70.02 FEET TO THE AFORESAID WEST LINE OF THE EAST 15.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN N 00 DEGREES 15'29" W ALONG SAID WEST LINE FOR A DISTANCE OF 647.65 FEET TO THE POINT OF BEGINNING.

Parcel Number: 09-22-26-1300-048-00000

Parcel Identification Number: 09-22-26-1300-048-00000

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

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

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these presents the date set forth on May 6, 2013.

Signed, sealed and delivered
in the presence of:

Nazzaro Trust Assets, LLC, a Florida limited liability company:

Lisa Shultz
Witness signature
LISA SHULTZ

Print witness name

Witness signature

Print witness name

By: Henry B. Nazzaro

Print Name: Henry B. Nazzaro

Title: Managing Member

State of Florida

County of Lake

Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of May, 2013 by Henry B. Nazzaro, Managing Member of Nazzaro Trust Assets, LLC, a Florida limited liability company, who is personally known to me or who has produced Florida Drivers License as identification.

Lisa Shultz
Notary Public
LISA SHULTZ

Print Notary Name

My Commission Expires: 05-30-2016

Notary Seal



IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on May 6, 2013.

Signed, sealed and delivered
in the presence of:

K42 Properties, LLC, a Florida limited liability company:

Witness signature

Print witness name

Witness signature

Print witness name

By:

Print Name: Louis Valls

Title: Manager

State of Florida

County of Lake

Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of May, 2013 by Louis Valls as Manager of K42 Properties, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

Lisa Shultz
LISA SHULTZ

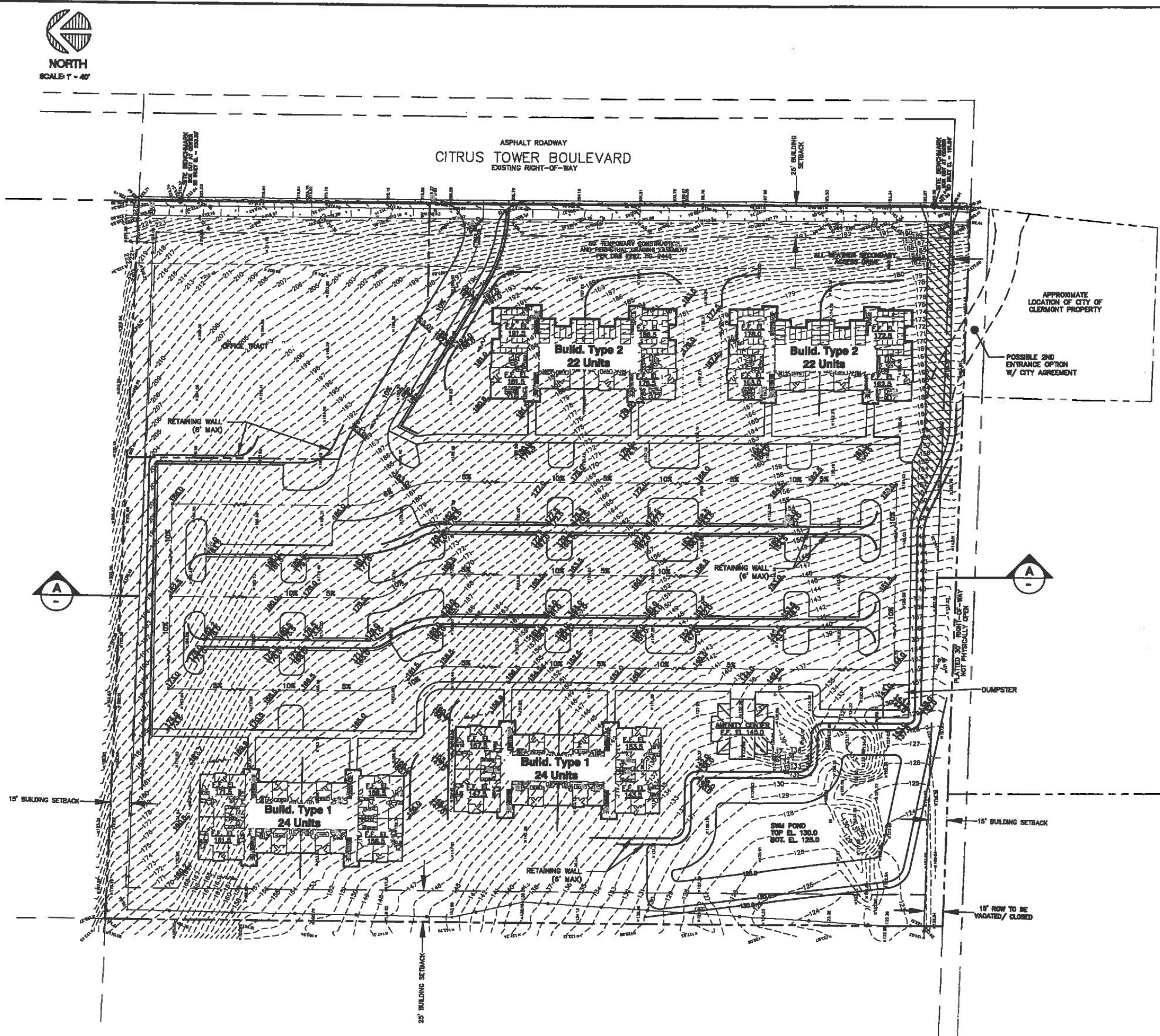
Print Notary Name

My Commission Expires: 05/30/2016

Notary Seal



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PROJECT INFORMATION
AREA= 8.5 ACRES
COMMERCIAL AREA= 1.0 AC±
MULTI FAMILY AREA= 7.73 AC±
APARTMENT UNITS= 92

CURRENT/PROPOSED FLU & ZONING
CURRENT ZONING= RA
PROPOSED ZONING= R-3 RES.
EXISTING LAKE COUNTY LAND USE= VACANT COMMERCIAL (1000)
PROPOSED LAND USE= RESIDENTIAL/OFFICE

SETBACK INFORMATION
FRONT= 25FT
REAR= 25FT
CORNER= 25FT
SIDE= 15FT

RESIDENTIAL DENSITY
ALLOWABLE DENSITY
PER ZONING= 12 UNITS PER ACRE
7.73 ACRES X 12 UNITS= 92.76 UNITS ALLOWED
92 UNITS PROPOSED

PARKING REQUIREMENT CALCULATION
24 3 BR UNITS = 60 SPACES
68 2 BR UNITS = 136 SPACES
TOTAL REQUIRED PARKING SPACES= 196

PARKING PROVIDED
STANDARD SPACES= 186
HANDICAPPED SPACES= 10
TOTAL SPACES= 196

P.U.D. TITLE
CITRUS TOWER APARTMENT COMPLEX

PARCEL ID NO. 09-22-26-130004800000
ALTERNATE KEY NO. 1017653

NOTES:
1. ALL BUILDINGS HAVE MINI STORAGE ROOMS ON EAST (UPHILL) 1/2 OF BOTTOM FLOOR.
2. FLOOR PLANS SHOWN ARE @ PARKING LOT ENTRY LEVEL.

Project Title
CITRUS TOWER APARTMENTS & OFFICE SITE
CLERMONT, FLORIDA

Sheet Title
SITE & GRADING PLAN

Prepared For
DALJIT GILL
9 KENVIEW BLVD.
BRAMPTON, ONTARIO, CANADA

RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East
Lakeland, FL 33801
Phone: (888) 888-0108

Checked By:
AMS

Designed/Drawn By:
DCL/RJF

Ridge Professional Group, Inc.
Project #
13.024

Sheet Number
1

Revisions	By	Date	Description
1	AMS	01/12/2013	REVISED COMMERCIAL TRACT SIZE
2	DCL	01/12/2013	ORIGINAL DRAWING START

Scale 1" = 40'
Plot Date Jan 20, 2014 - 10:28am

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday March 4, 2014 at 7:00 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Harry Mason, and Thomas Spencer. Also in attendance were Barbara Hollerand, Planning and Zoning Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held February 4, 2014 were approved as written.

REPORTS

Chairman Nick Jones stated that Pig on the Pond is this weekend.

1. REQUEST FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT

DEVELOPMENT NAME: Citrus Tower Apartments and Office

APPLICANT: Ridge Professional Group

2. REQUEST FOR REZONING

DEVELOPMENT NAME: Citrus Tower Apartments and Office

APPLICANT: Ridge Professional Group

3. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Citrus Tower Apartments and Office

APPLICANT: Ridge Professional Group

Senior Planner John Kruse presented the staff report for items 1, 2, and 3 as follows:

The applicant and owner, Daljit and Satinder Gill, are requesting a future land use amendment to change from Lake County Regional Office to the City's Residential/Office Land Use category. The 8.53-acre parcel is located along the west side of Citrus Tower Boulevard, halfway between Steve's Road to the south and Hooks Street to the north. The City of Clermont owns property directly to the north that was purchased for the new police station. The City also has a half acre site that partially adjoins the applicant's property to the south. The additional property owner to the south is Lost Lake Reserve LC and the property is currently vacant. To its west is Wilma Lake in unincorporated Lake County along with existing storm water retention basins used for existing developments in the area. This future land use application is being submitted along with requests for annexation, rezoning to the R-3 Residential/Professional zoning classification, a conditional use permit to allow an apartment community that has a higher density than 8 units per acre (applicant is requesting 12 units per acre), street right-of way/easement closing petition

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 2

for an unused easement, and a variance for grading and filling of the site that exceeds the 10 feet requirement. As defined in the City's comprehensive plan, Policy 1.7.1 allows the following: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

The applicant and owner, Daljit and Satinder Gill, are also requesting a rezoning change from Urban Estate ("RA" Ranchette District in the County) to R-3 Residential/Professional zoning designation upon approval of annexation into the City of Clermont. A small scale-comprehensive plan amendment change to Residential/Office is also requested. The current zoning in the area along with the future land use designations would allow the R-3 Residential/Professional zoning designation

The Citrus Tower Apartments and Professional Office project is a proposed multi-family development consisting of 92 apartments and outparcel used for professional office. The apartments will consist of four 2 and 3 story buildings arranged so that the parking is not adjacent to Citrus Tower Boulevard and is located between the four apartment buildings. The total land area of the project is 8.53 +/- acres. Of this, the apartment complex will consist of 7.7 +/- acres. With the proposed 92 apartment units on the 7.7 +/- acres, this provides for a total density of 12 units per acre. The remaining 1.0 +/- acre will be developed for professional office use. The conditional use permit request is based upon the development proposal consisting of multi-family apartments having 12 or more units and professional office uses in the R-3 zoning district. Sec. 122-184 (a) of the Land Development Code requires a conditional use permit for these uses in the R-3 zoning district.

The applicant has indicated the proposed project will provide a transition between the higher intensity commercial, non-residential uses to the north and the single family residential subdivision to the south. The multi-family project with limited professional office use and appropriate buffering would provide a step down of intensities. The site has city utilities adjoining the property. The major challenge in developing the site is severe topography changes, with significant fall from northeast to southwest of over 100 feet in relief (225' to 123'). The applicant proposes to overcome this relief change through grading, slopes, and walls that meet city standards. However, the applicant will be seeking a variance request for grading and filling of the site since existing elevation changes will exceed ten feet in developing the site.

Staff feels this use is consistent with the uses in the area and recommends approval of the proposed small scale comprehensive plan amendment, rezoning, and conditional use permit requests.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 3

Dave Carter, 137 5th St. NW, Winter Haven, stated that he is representing Mr. Gill. He stated that there is a significant slope on the site, however they have presented a site plan to staff that shows a step down grading. He stated that parking will be in the center of the site. He stated that they have completed a traffic study showing the peak trips.

Commissioner Harry Mason asked if there has been any sinkhole activity on the property.

Mr. Carter stated that he does not know of any sinkhole activity on this site. He stated that they will be required to do geotechnical borings to make sure the surface is suitable.

Chairman Nick Jones asked what the height of the retaining walls will be on the property.

Mr. Carter stated that the way they have designed the site there will be six foot retaining walls, but there will be areas where the fill may exceed the 10 foot fill for the six foot walls.

Diane Castro, 2454 Linkwood Ave., stated that she knows they said the applicant has done the traffic study; however, Beazer Homes will be building 109 homes off of Steve's Road. She stated that Steve's Road is only two lanes and she would like for the Commission to take that into consideration.

Chairman Nick Jones asked if there were any plans to widen or improve Steve's Road.

Planning Manager Curt Henschel stated that there are plans to improve the road near the Beazer Homes property; however, he does not know that the improvements will continue all the way to Citrus Tower Boulevard.

Mary Jo Pfeiffer, 789 W. Montrose St., asked about the impact of the schools in the area.

Mr. Carter stated that they have contacted the school board about the process, and they will have to meet concurrency on the school system.

Commissioner Herb Smith asked if the zoning for the assisted living facility was the same, and are they allowed 12 units per acre as the request for Citrus Tower Apartments.

Mr. Henschel stated that Crane's View Lodge has its own conditional use permit and being they are an assisted living facility, their density is much higher than 12 units per acre. He stated that to the south, the Lost Lake Reserve Apartments are right at 12 units per acre.

Josephine Keller, 2458 Linkwood Ave., stated that Real Life Christian Center is adding to their property along with the Beazer Homes which will be adding a lot more traffic to the area.

Commissioner Herb Smith stated that he feels there are too many apartments on the acreage.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 4

Chairman Nick Jones asked what the mix was of one, two, and three bedroom units and how many parking spaces.

Mr. Kruse stated that there are 24 three bedroom units, 68 two bedroom units, and there are 196 parking spaces.

Commissioner Harry Mason asked if there was only one entrance to the property.

Mr. Kruse stated that there are two entrances to the property.

Commissioner Thomas Spencer moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Harry Mason. The vote was 3-1 to recommend approval for the small-scale comprehensive plan amendment to City Council, with Commissioner Herb Smith opposing.

Commissioner Harry Mason moved to recommend approval of the rezoning to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the rezoning to City Council, with Commissioner Thomas Spencer opposing.

Commissioner Harry Mason moved to recommend approval of the conditional use permit to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the conditional use permit to City Council, with Commissioner Thomas Spencer opposing.

4. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Kingdom Revelation Ministries

APPLICANT: Kingdom Revelation Ministries

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a Conditional Use Permit to establish a house of worship in the C-2 zoning district. The applicant/church proposes to occupy a 28,000 square foot office/retail building available at 290 Citrus Tower Blvd. The church plans to utilize the upper floor for administrative offices, a nursery for kids during services, and for smaller assemblies on Wednesday evenings and Sundays. The first floor will be used for assemblies/gatherings (approx. 7,000 square feet), and will also retain the existing 7,400 square feet for general retail and commercial sales.

Chris Dutruch, 1585 Kennesaw Dr., stated that the use of this building is to operate offices during the week and small assemblies on Wednesday evenings. He stated that their Sunday congregation will continue to meet at the Celebration of Praise location until they can do

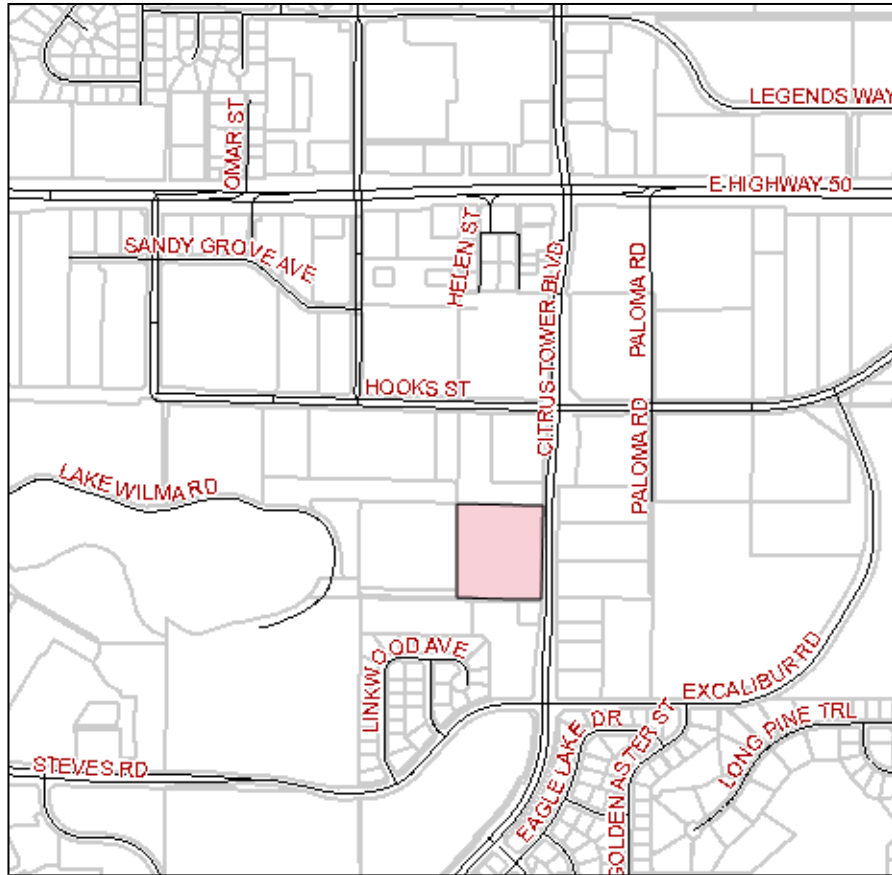
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2014-03

The City of Clermont will hold public hearing on Tuesday, March 25, 2014 (for final reading of the adoption ordinance) at 7 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 8.5-acre parcel below from Lake County Regional Office to Residential/Office.



Location: South of S.R. 50 and Hooks Street, west of Citrus Tower Boulevard

Ordinance #2014-03:

An ordinance of the City of Clermont, 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 purpose and intent 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 planning 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, MMC
City Clerk

Daily Commercial
March 11, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, March 25, 2014			
Agenda Item Name			
Ordinance No. 2014-04; <i>Final Rezoning</i>			
Requested Action			
Move to approve Ordinance No. 2014-04			
Staff Report			
Citrus Tower Apartments and Professional Office - Rezoning			
The applicant and owner, Daljit and Satinder Gill, are requesting a rezoning change from Urban Estate ("RA" Ranchette District in the County) to R-3 Residential/Professional zoning designation upon approval of annexation into the City of Clermont. A Small Scale Comprehensive Plan amendment change to Residential/Office is also requested. The 8.53-acre parcel is located along the west side of Citrus Tower Boulevard, halfway between Steves Road to the south and Hooks Street to the north (Exhibit 2). The current zoning in the area along with the Future Land Use designations would allow the R-3 Residential/Professional zoning designation (Exhibit 3). <i>Commissioner Harry Mason moved to recommend approval of the rezoning to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the rezoning to City Council, with Commissioner Thomas Spencer opposing.</i>			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Exhibit 1 - Ordinance 2014-04	REZ ORD 2014-04.doc	
2.	Exhibit 2 and 3	REZ Exhibit 2 and 3.docx	
3.	Application	Rezoning application.pdf	
4.	Site and Grading Plan	Site and Grading Plan.pdf	
5.	P&Z Minutes	P&Z Minutes.pdf	
6.	Ad	REZ legal ad CC 3-25-2014.doc	

CITY OF CLERMONT
ORDINANCE No. 2014-04

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 DESCRIPTIONS

Tract 48, and the north 1/2 of the unnamed road right-of-way lying south of and contiguous to the said tract 48, in Section 29, Township 22 south, Range 26 east in Lake Highlands Company, as recorded in plat book 2, page 25, public records of Lake County, Florida.

Less the following parcel:

That part of tract 48, and the north 1/2 of the unnamed road right-of-way lying South of the said Tract 48, according to the plat of Lake Highlands Company Subdivision of Section 29, as recorded in plat book 2, pages 25, of the public records of Lake County, Florida, lying in the southeast 1/4 of Section 29, Township 22 south, Range 26 east, Lake County, Florida, described as follows:

Commence at the east 1/4 corner of said Section 29, thence run S 00 degrees 15'19" W along the east line of said southeast 1/4 of section 29 for a distance of 662.64 feet to the north line of the southeast 1/4 of the northeast 1/4 of said southeast 1/4 of section 29; Thence run N 88 degrees 50'36" W along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast 1/4 of the northeast 1/4 of the southeast 1/4 for a point of beginning; Thence continue N 88 degrees 50'36" W along said north line for a distance of 70.02 feet; Thence run S 00 degrees 15'29" W for a distance of 662.72 feet to the south line of the said southeast 1/4 of the northeast 1/4 of the southeast 1/4; Thence run S 88 degrees 53'59" E along said south line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast 1/4 of the northeast 1/4 of the southeast 1/4; Thence run N 00 degrees 15'29" E along said west line for a distance of 662.65 to the point of beginning.

Containing 8.53 acres, more or less

From: UE Urban Estate
To: R-3 Residential/Professional

SECTION 2:

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

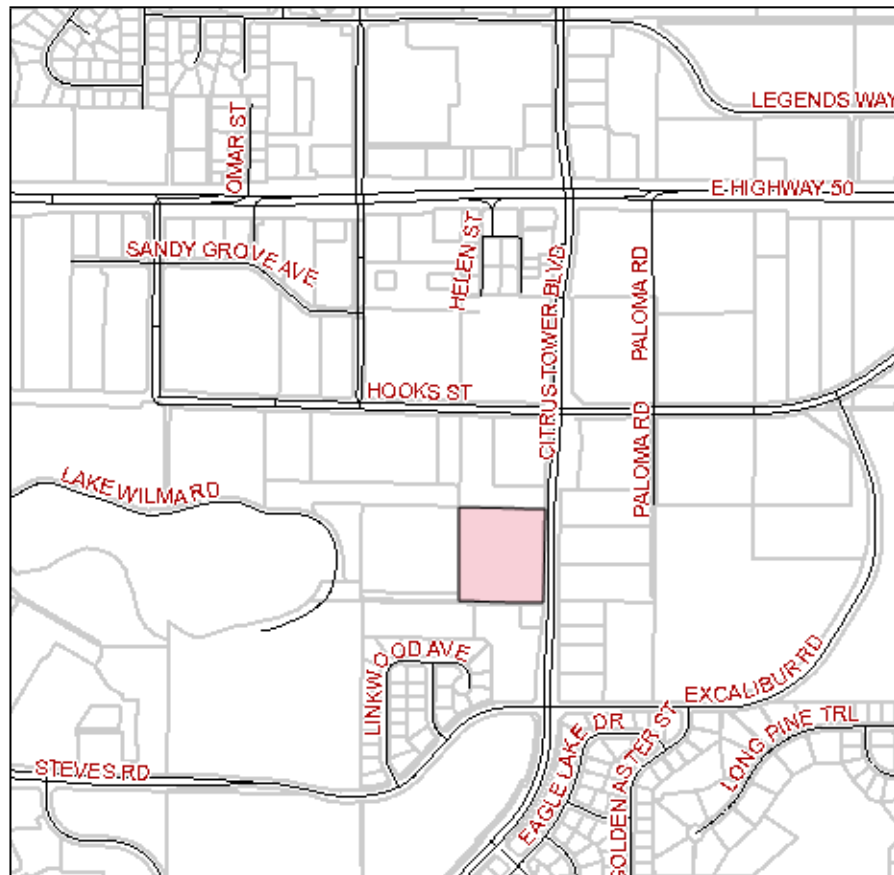
CITY OF CLERMONT
ORDINANCE No. 2014-04

SECTION 3:

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

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.



CITY OF CLERMONT
ORDINANCE No. 2014-04

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 25th day of March, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

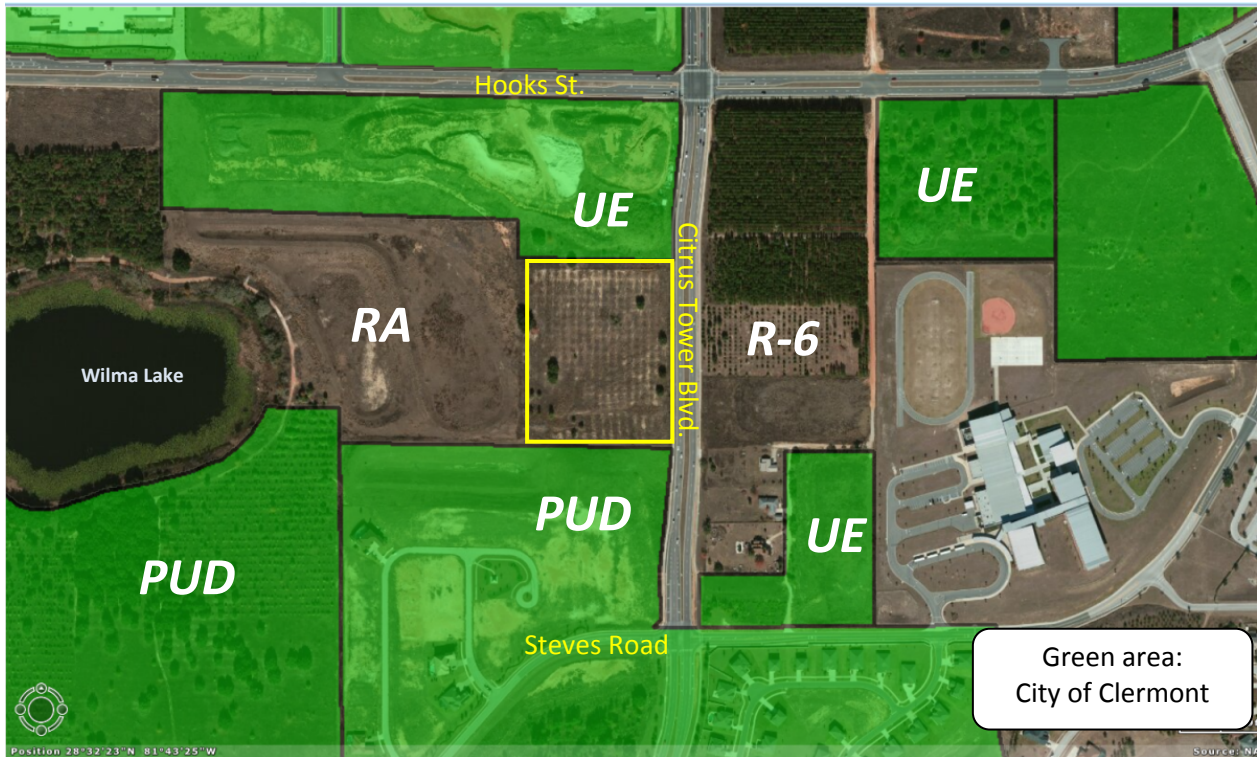
Tracy Ackroyd, City Clerk

Approved as to form:

Dan Mantzaris, City Attorney

Exhibit 2

Location Map and Zoning: Daljit and Satinder Gill – Citrus Tower Apartments and Professional Office



Proposed site layout – Not to Scale

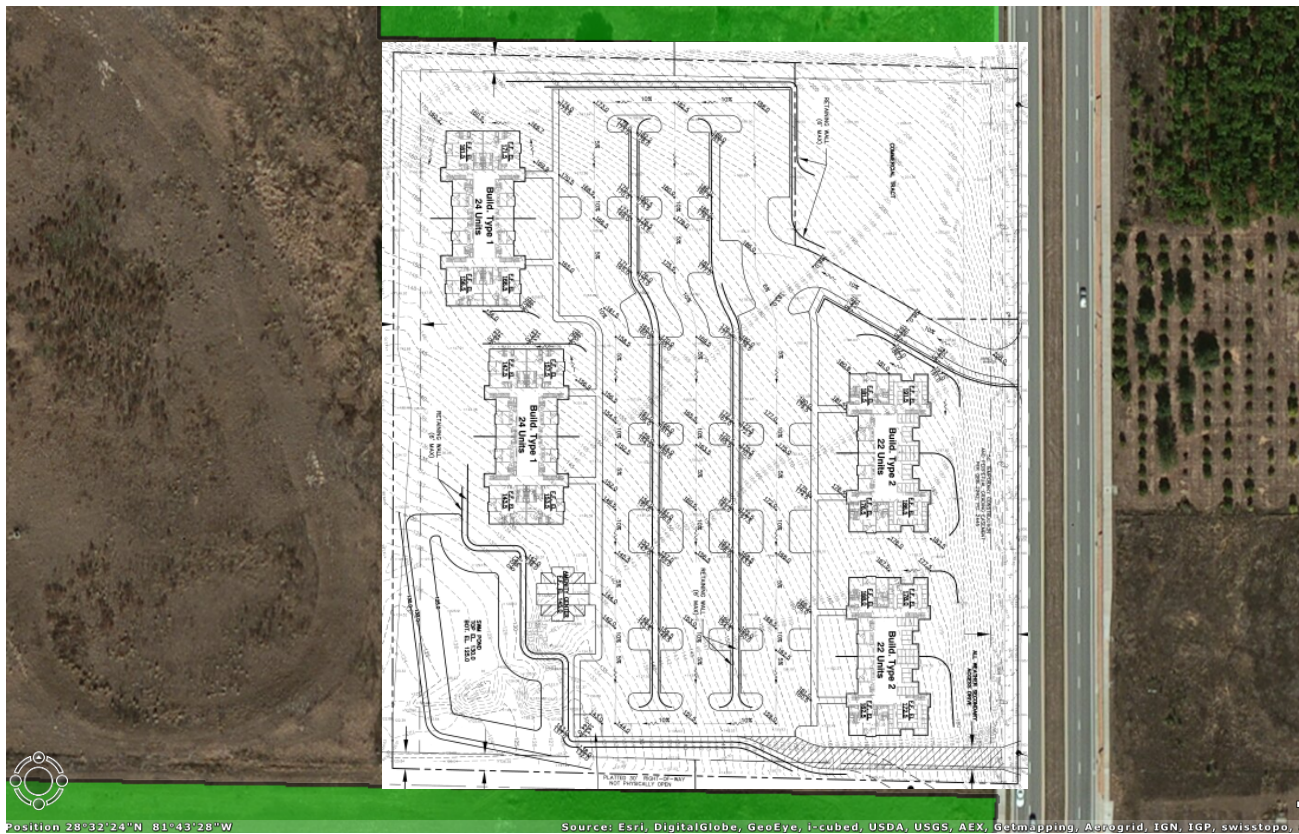


Exhibit 3

DEVELOPMENT NAME: Citrus Tower Apartments and Professional Offices
OWNER: Daljit and Satinder Gill
APPLICANT: Daljit and Satinder Gill
REQUESTED ACTION: Zoning change from Urban Estate to R-3 Residential/Professional
SIZE OF PARCEL: 8.53 +/- acres
GENERAL LOCATION: West of Citrus Tower Blvd between Hook Street and Steves Road.
EXISTING ZONING: Lake County RA Ranchette District (Urban Estate upon annexation)
EXISTING LAND USE: Vacant
FUTURE LAND USE: Lake County Regional Office (Request to change to Residential/Office)

SURROUNDING CONDITIONS:

	<u>ZONING</u>	<u>EXISTING LAND USE</u>	<u>FUTURE LAND USE</u>
NORTH:	UE URBAN ESTATE	Vacant	Commercial
SOUTH:	PUD/R-1	Residential and Vacant	Master Planned Development
EAST:	Lake County – R-6	Residential	Regional Office
WEST:	Lake County – RA	Commercial-Storm Water Retention Systems	Regional Office

Road Classification: Citrus Tower Boulevard – Collector
 Utility Area: City of Clermont Water / Sewer
 Site Utilities: City of Clermont Water / Sewer
 Site Visit: 12-23-13



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: November 26, 2013

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Citrus Tower Apartments & Office Site

APPLICANT: Daljit & Satinder Gill

CONTACT PERSON: Ridge Professional Group, Inc.

Address: 4425 US Highway 92 East

City: Lakeland

State: FL

Zip: 33801

Phone: 863-669-0108

Fax: _____

E-Mail: rpgi@ridgeprofessionalgroup.com

OWNER: Daljit & Satinder Gill

Address: 9 Kenview Blvd.

City: Brampton

State: Ontario

Zip: L6T5G

Phone: +1 (905) 792-0999 x 33

Fax: (905) 792-0091

Address of Subject Property: _____

Legal Description (include copy of survey): Please see attached

Acreage: 8.53

Land Use: Present RO Regional Office "County"
(City verification required)

Present Zoning: RA Ranchette "County"
(City verification required)

Proposed Zoning: R-3 Residential/Professional

******* 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.**

**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?

Apartment complex with commercial tract.

David Carter, Ridge Professional Group, Inc.

David C. Carter
Applicant Name (print)

X 
Applicant Name (signature)

Valjit Gill
Owner Name (print)

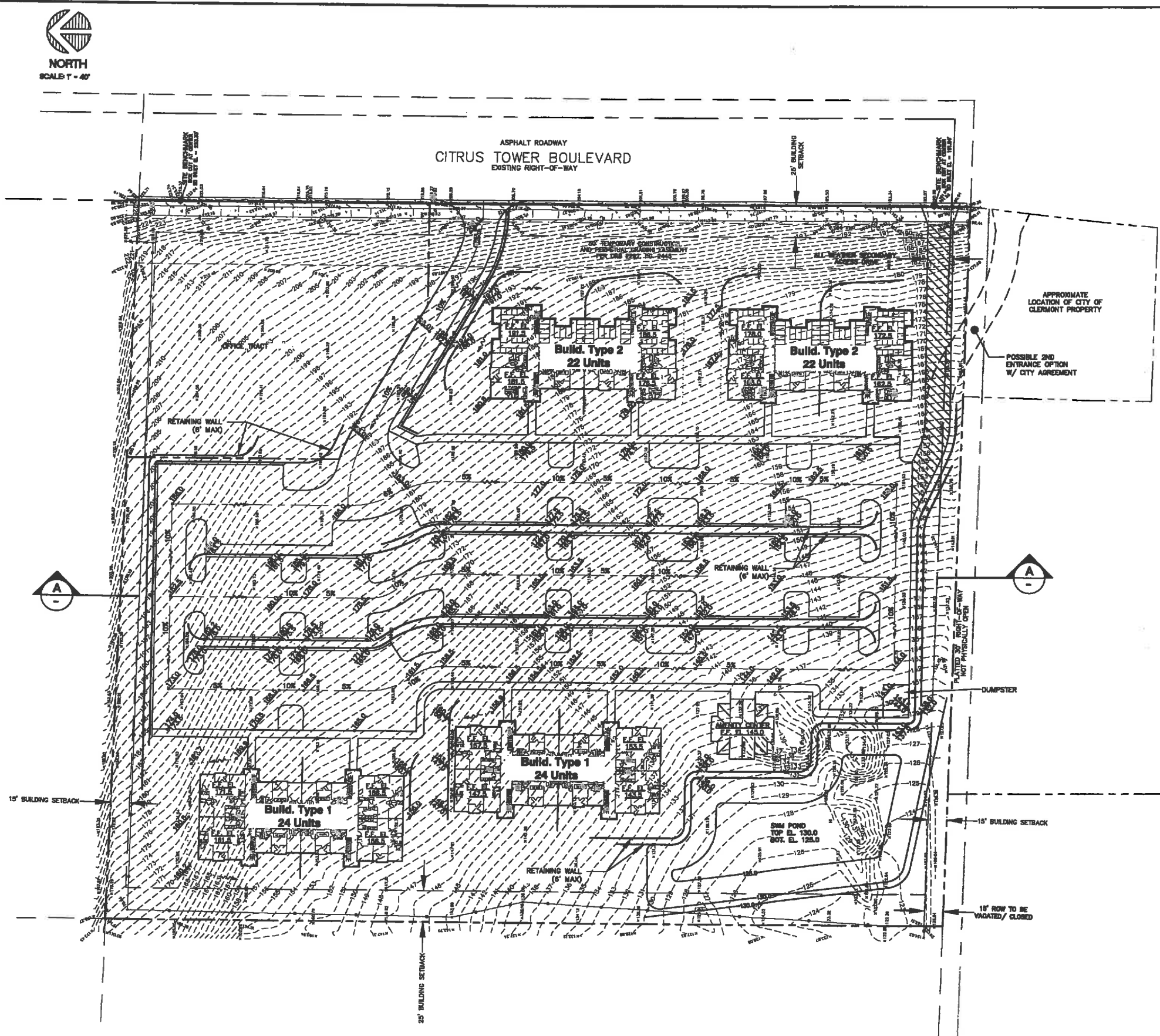
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**City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394-3542**

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THIS DRAWING IS THE PROPERTY OF RIDGE PROFESSIONAL GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF RIDGE PROFESSIONAL GROUP, INC. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF RIDGE PROFESSIONAL GROUP, INC. IS PROHIBITED. THE PROFESSIONAL ENGINEER'S SEAL IS REQUIRED FOR ANY USE OF THIS DRAWING FOR ANY PROJECT OTHER THAN THAT FOR WHICH IT WAS PREPARED. THE PROFESSIONAL ENGINEER'S SEAL IS REQUIRED FOR ANY USE OF THIS DRAWING FOR ANY PROJECT OTHER THAN THAT FOR WHICH IT WAS PREPARED.



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CITRUS TOWER APARTMENTS & OFFICE SITE
CLERMONT, FLORIDA

Sheet Title
SITE & GRADING PLAN

Prepared For
DALJIT GILL
9 KENVIEW BLVD.
BRAMPTON, ONTARIO, CANADA

RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East
Lakeland, FL 33801
Phone: (888) 888-0108

Checked By:
AMS

Designed/Drawn By:
DCL/RJF

Ridge Professional Group, Inc.
Project #
13.024

Sheet Number
1

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Plot Date Jan 20, 2014 - 10:28am

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

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**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
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Page 2

for an unused easement, and a variance for grading and filling of the site that exceeds the 10 feet requirement. As defined in the City's comprehensive plan, Policy 1.7.1 allows the following: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

The applicant and owner, Daljit and Satinder Gill, are also requesting a rezoning change from Urban Estate ("RA" Ranchette District in the County) to R-3 Residential/Professional zoning designation upon approval of annexation into the City of Clermont. A small scale-comprehensive plan amendment change to Residential/Office is also requested. The current zoning in the area along with the future land use designations would allow the R-3 Residential/Professional zoning designation

The Citrus Tower Apartments and Professional Office project is a proposed multi-family development consisting of 92 apartments and outparcel used for professional office. The apartments will consist of four 2 and 3 story buildings arranged so that the parking is not adjacent to Citrus Tower Boulevard and is located between the four apartment buildings. The total land area of the project is 8.53 +/- acres. Of this, the apartment complex will consist of 7.7 +/- acres. With the proposed 92 apartment units on the 7.7 +/- acres, this provides for a total density of 12 units per acre. The remaining 1.0 +/- acre will be developed for professional office use. The conditional use permit request is based upon the development proposal consisting of multi-family apartments having 12 or more units and professional office uses in the R-3 zoning district. Sec. 122-184 (a) of the Land Development Code requires a conditional use permit for these uses in the R-3 zoning district.

The applicant has indicated the proposed project will provide a transition between the higher intensity commercial, non-residential uses to the north and the single family residential subdivision to the south. The multi-family project with limited professional office use and appropriate buffering would provide a step down of intensities. The site has city utilities adjoining the property. The major challenge in developing the site is severe topography changes, with significant fall from northeast to southwest of over 100 feet in relief (225' to 123'). The applicant proposes to overcome this relief change through grading, slopes, and walls that meet city standards. However, the applicant will be seeking a variance request for grading and filling of the site since existing elevation changes will exceed ten feet in developing the site.

Staff feels this use is consistent with the uses in the area and recommends approval of the proposed small scale comprehensive plan amendment, rezoning, and conditional use permit requests.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 3

Dave Carter, 137 5th St. NW, Winter Haven, stated that he is representing Mr. Gill. He stated that there is a significant slope on the site, however they have presented a site plan to staff that shows a step down grading. He stated that parking will be in the center of the site. He stated that they have completed a traffic study showing the peak trips.

Commissioner Harry Mason asked if there has been any sinkhole activity on the property.

Mr. Carter stated that he does not know of any sinkhole activity on this site. He stated that they will be required to do geotechnical borings to make sure the surface is suitable.

Chairman Nick Jones asked what the height of the retaining walls will be on the property.

Mr. Carter stated that the way they have designed the site there will be six foot retaining walls, but there will be areas where the fill may exceed the 10 foot fill for the six foot walls.

Diane Castro, 2454 Linkwood Ave., stated that she knows they said the applicant has done the traffic study; however, Beazer Homes will be building 109 homes off of Steve's Road. She stated that Steve's Road is only two lanes and she would like for the Commission to take that into consideration.

Chairman Nick Jones asked if there were any plans to widen or improve Steve's Road.

Planning Manager Curt Henschel stated that there are plans to improve the road near the Beazer Homes property; however, he does not know that the improvements will continue all the way to Citrus Tower Boulevard.

Mary Jo Pfeiffer, 789 W. Montrose St., asked about the impact of the schools in the area.

Mr. Carter stated that they have contacted the school board about the process, and they will have to meet concurrency on the school system.

Commissioner Herb Smith asked if the zoning for the assisted living facility was the same, and are they allowed 12 units per acre as the request for Citrus Tower Apartments.

Mr. Henschel stated that Crane's View Lodge has its own conditional use permit and being they are an assisted living facility, their density is much higher than 12 units per acre. He stated that to the south, the Lost Lake Reserve Apartments are right at 12 units per acre.

Josephine Keller, 2458 Linkwood Ave., stated that Real Life Christian Center is adding to their property along with the Beazer Homes which will be adding a lot more traffic to the area.

Commissioner Herb Smith stated that he feels there are too many apartments on the acreage.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 4

Chairman Nick Jones asked what the mix was of one, two, and three bedroom units and how many parking spaces.

Mr. Kruse stated that there are 24 three bedroom units, 68 two bedroom units, and there are 196 parking spaces.

Commissioner Harry Mason asked if there was only one entrance to the property.

Mr. Kruse stated that there are two entrances to the property.

Commissioner Thomas Spencer moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Harry Mason. The vote was 3-1 to recommend approval for the small-scale comprehensive plan amendment to City Council, with Commissioner Herb Smith opposing.

Commissioner Harry Mason moved to recommend approval of the rezoning to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the rezoning to City Council, with Commissioner Thomas Spencer opposing.

Commissioner Harry Mason moved to recommend approval of the conditional use permit to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the conditional use permit to City Council, with Commissioner Thomas Spencer opposing.

4. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Kingdom Revelation Ministries

APPLICANT: Kingdom Revelation Ministries

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a Conditional Use Permit to establish a house of worship in the C-2 zoning district. The applicant/church proposes to occupy a 28,000 square foot office/retail building available at 290 Citrus Tower Blvd. The church plans to utilize the upper floor for administrative offices, a nursery for kids during services, and for smaller assemblies on Wednesday evenings and Sundays. The first floor will be used for assemblies/gatherings (approx. 7,000 square feet), and will also retain the existing 7,400 square feet for general retail and commercial sales.

Chris Dutruch, 1585 Kennesaw Dr., stated that the use of this building is to operate offices during the week and small assemblies on Wednesday evenings. He stated that their Sunday congregation will continue to meet at the Celebration of Praise location until they can do

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. 2014-04

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, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION.

LOCATION

Vacant property (Alt. Key 1017653) west of Citrus Tower Boulevard;
south of Hooks Street

LEGAL DESCRIPTION

Tract 48, AND the north 1/2 of the unnamed road right-of-way lying south of and contiguous to the said tract 48, in Section 29, Township 22 south, Range 26 east in Lake Highlands Company, as recorded in plat book 2, page 25, public records of Lake County, Florida.

Less the following parcel:

That part of tract 48, and the north 1/2 of the unnamed road right-of-way lying South of the said Tract 48, according to the plat of Lake Highlands Company Subdivision of Section 29, as recorded in plat book 2, pages 25, of the public records of Lake County, Florida, lying in the southeast 1/4 of Section 29, Township 22 south, Range 26 east, Lake County, Florida, described as follows:

Commence at the east 1/4 corner of said Section 29, thence run S 00 degrees 15'19" W along the east line of said southeast 1/4 of section 29 for a distance of 662.64 feet to the north line of the southeast 1/4 of the northeast 1/4 of said southeast 1/4 of section 29; Thence run N 88 degrees 50'36" W along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast 1/4 of the northeast 1/4 of the southeast 1/4 for a point of beginning; Thence continue N 88 degrees 50'36" W along said north line for a distance of 70.02 feet; Thence run S 00 degrees 15'29" W for a distance of 662.72 feet to the south line of the said southeast 1/4 of the northeast 1/4 of the southeast 1/4; Thence run S 88 degrees 53'59" E along said south line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast 1/4 of the northeast 1/4 of the southeast 1/4; Thence run N 00 degrees 15'29" E along said west line for a distance of 662.65 to the point of beginning.

Containing 8.53 acres, more or less

FROM UE URBAN ESTATE
TO R-3 RESIDENTIAL/PROFESSIONAL DISTRICT

A public meeting to consider the request will be held before the City Council on Tuesday, March 25, 2014 at 7:00 p.m. for final enactment.

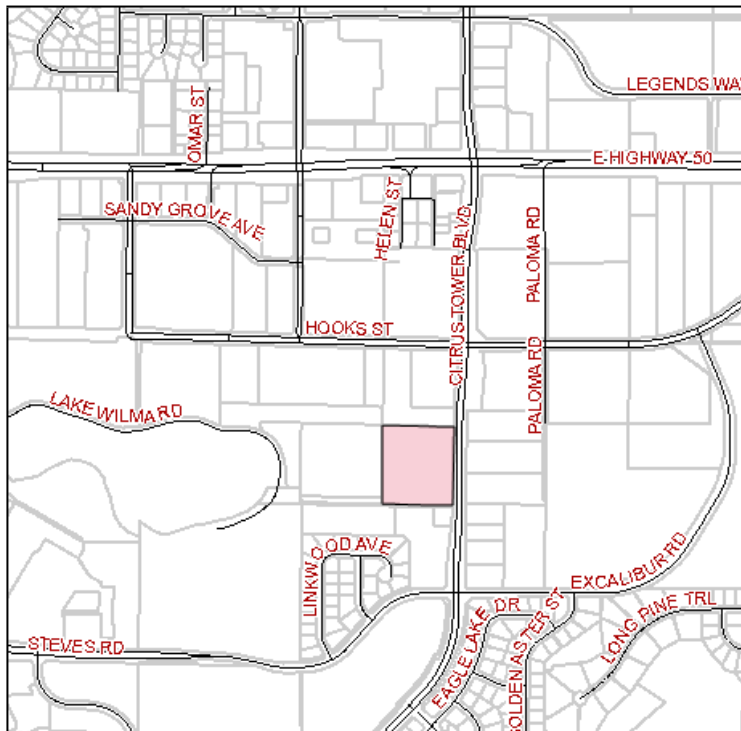
All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd
City Clerk

Daily Commercial
March 11, 2014





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, March 25, 2014		
Agenda Item Name		
Ordinance No. 2014-05, <i>Final Right-of-Way Closing</i>		
Requested Action		
Move to approve Ordinance No. 2014-05.		
Staff Report		
Daljit and Satinder Gill - Right Of Way Closing Petition The petitioners, Daljit and Satinder Gill, are requesting closing an easement of an unnamed road right-of-way lying south of Tract 48 of the Lake Highlands Company Plat (see Exhibit 2). The location is west of Citrus Tower Boulevard and north of Steves Road. The described right-of-way is part of an unimproved right-of-way which was never developed for public use. The right-of-way was platted as part of the original Lake Highlands Company, Plat book 2, page 25, recorded on January 10, 1914. The right-of-way has existed for almost 100 years and is still not developed. Severe topography changes and other access points to the original lots exist and the right-of-way was never developed. The applicant is requesting to eliminate the right-of-way to prepare the site for future development. Only the northern half of the right-of-way, 15 feet, will be vacated along the property line of Tract 48. Since this right-of-way was never developed and access to the lots in the area have other legal access options, staff recommends approval of the road vacation.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit 1 - Ordinance	ROW ORD 2014-05.doc	
2. Exhibit 2 - Plat and Aerial	Exhibit 2 - ROW - Plat and Aerial.pdf	
3. Application	ROW application.pdf	
4. Site & Grading	ROW Site & Grading.pdf	
5. Legal Ad	ROW legal ad CC3-11 CC3-25-2014.doc	

CITY OF CLERMONT
ORDINANCE No. 2014-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15 FOOT RIGHT-OF-WAY EASEMENT FOR 574.46 FEET OF THE PLATTED UNNAMED ROAD LYING SOUTH OF TRACT 48; 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 of Clermont, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning the 15 foot right-of-way easement for 574.46 feet of the platted unnamed road lying south of Tract 48, PB 2, Page 25, located within the City of Clermont, Lake County, Florida as hereinafter described and shown in Attachment “A” is hereby closed and permanently abandoned.

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.

Attachment A



CITY OF CLERMONT
ORDINANCE No. 2014-05

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of March, 2014.

Harold S. Turville, Jr., Mayor

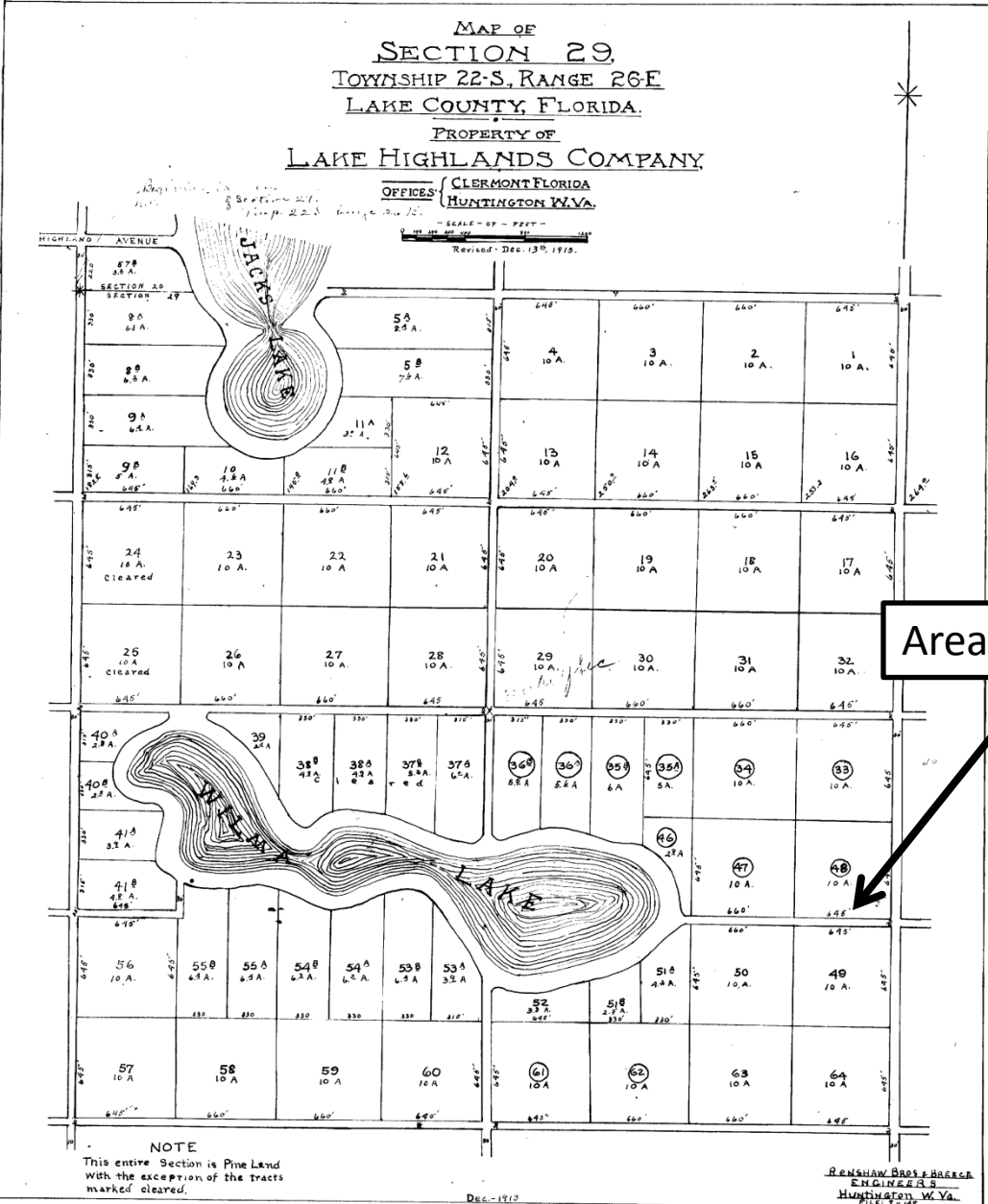
ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 2 – Copy of Plat and Latest Aerial of site





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

DATE: November 24, 2015

FEE: \$25.00

PETITIONER'S NAME: Daljit & Sandinder Gill

Address: 9 Kenview Blvd.

City: Brampton State: Ontario Zip: L6T5G

Phone: 1-905-792-0991 x33 Fax: 905-792-0091

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

If named - name of street to be closed: _____

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

Purpose or reason for closing: The road is not open and unneeded. It appears that the south half of the r/w has reverted back to the original parcel. We are requesting the north half revert to this property.

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 Planning Director in the Planning & Zoning Department, at least 45 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. **The applicant must supply 35 copies of the application and supplemental materials. Include the original signed application.**

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.

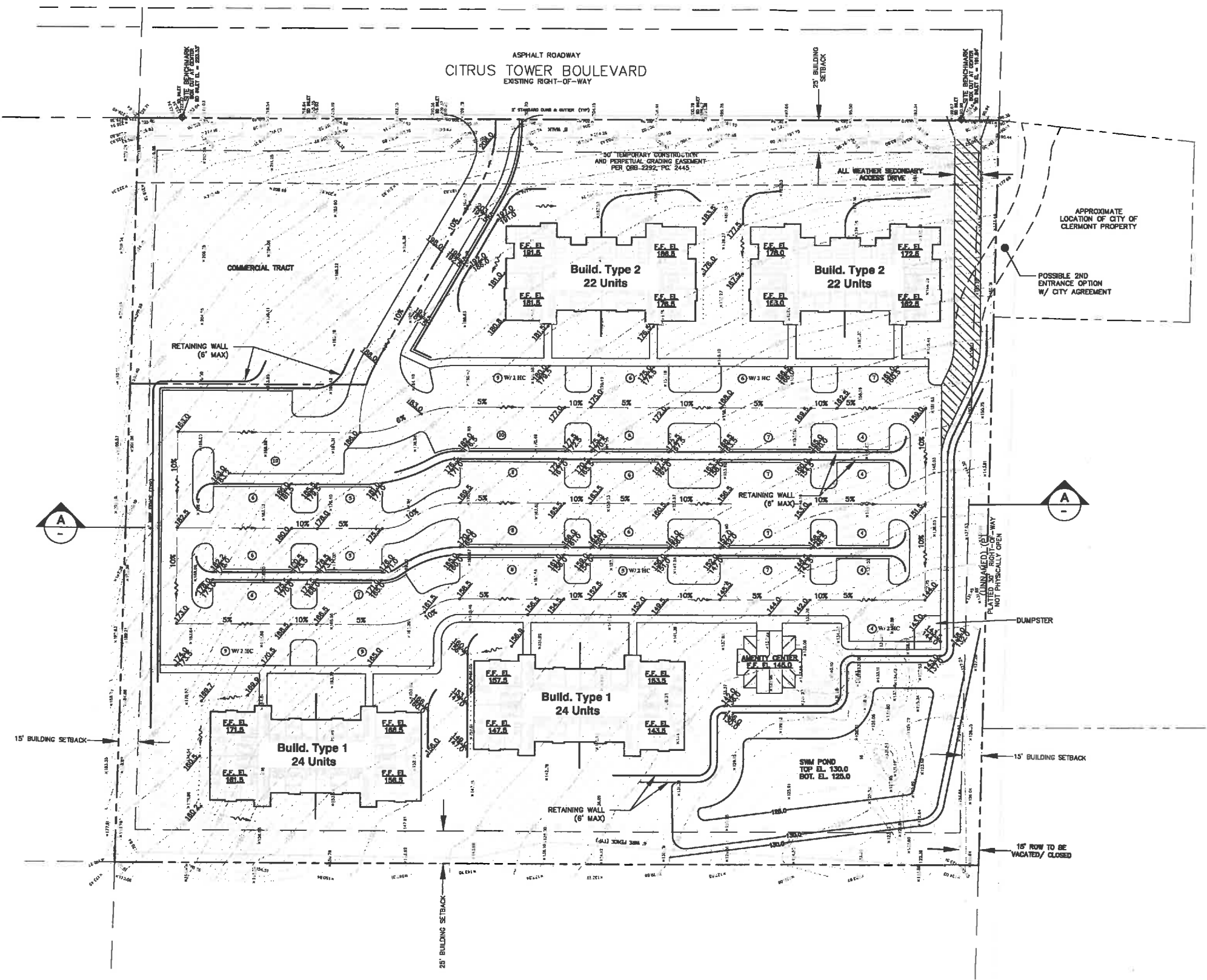
Daljit Gill
Petitioner Name (print)

x [Signature]
Petitioner 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.

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



PROJECT INFORMATION
AREA= 8.5 ACRES
COMMERCIAL AREA= 1.1 AC±
MULTI FAMILY AREA= 7.4 AC±
APARTMENT UNITS= 92

CURRENT/PROPOSED FLU & ZONING
CURRENT ZONING= RA
PROPOSED ZONING= R-3 RES.
EXISTING LAKE COUNTY LAND USE= VACANT
COMMERCIAL (1000)
PROPOSED LAND USE= RESIDENTIAL/OFFICE

SETBACK INFORMATION
FRONT= 25FT
REAR= 25FT
CORNER= 25FT
SIDE= 15FT

RESIDENTIAL DENSITY
ALLOWABLE DENSITY
PER ZONING= 3500 SF/UNIT

PROPOSED RESIDENTIAL DENSITY
7.4 ACRES / 92 UNITS= 3504 SF/UNIT

PARKING REQUIREMENT CALCULATION
24 3 BR UNITS = 60 SPACES
68 2 BR UNITS = 136 SPACES
TOTAL REQUIRED PARKING SPACES= 196

PARKING PROVIDED
STANDARD SPACES= 186
HANDICAPPED SPACES= 10
TOTAL SPACES= 196

P.U.D. TITLE
CITRUS TOWER APARTMENT COMPLEX

PARCEL ID NO. 09-22-26-130004800000
ALTERNATE KEY NO. 1017653

NOTES:
1. ALL BUILDINGS HAVE MINI STORAGE ROOMS ON EAST (UPHILL) 1/2 OF BOTTOM FLOOR.
2. FLOOR PLANS SHOWN ARE @ PARKING LOT ENTRY LEVEL.

Project Title

CITRUS TOWER APARTMENTS & COMMERCIAL SITE
CLERMONT, FLORIDA

Sheet Title

SITE & GRADING PLAN

Checked By:

AMS

Designed/Drawn By:

DCL/RJF

Ridge Professional Group, Inc.

Project #

13.024

Sheet Number

1

Prepared For

DALJIT GILL
9 KENVIEW BLVD.
BRAMPTON, ONTARIO, CANADA

Revisions

No.	Date	Description	By
1	01/27/2013	ORIGINAL DRAWING START	RJF

Scale

1" = 40'

Plot Date

Nov 11, 2013-2:10pm

RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East
Lakeland, FL 33801
Phone: (883) 889-0108

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 March 25, 2014 at 7:00 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. 2014-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15 FOOT RIGHT-OF-WAY EASEMENT FOR 574.46 FEET OF THE PLATTED UNNAMED ROAD LYING SOUTH OF TRACT 48; 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 Planning and Zoning 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, MMC

City Clerk
Daily Commercial
March 11, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date	
Tuesday, March 25, 2014	
Agenda Item Name	
Resolution No. 2014-03 <i>Citrus Tower Apartments & Office Conditional Use Permit</i>	
Requested Action	
Move to approve Resolution No. 2014-03	
Staff Report	
Citrus Tower Apartments and Professional Office The Citrus Tower Apartments and Professional Office project is a proposed multi-family development consisting of 92 apartments and outparcel used for professional office. The apartments will consist of four 2 and 3 story buildings arranged so that the parking is not adjacent to Citrus Tower Boulevard and is located between the four apartment buildings (Exhibit 5). The total land area of the project is 8.53 +/- acres. Of this, the apartment complex will consist of 7.7 +/- acres. With the proposed 92 apartment units on the 7.7 +/- acres, this provides for a total density of 12 units per acre. The remaining 1.0 +/- acre will be developed for professional office use. The CUP request is based upon the development proposal consisting of multi-family apartments having 12 or more units and professional office uses in the R-3 zoning district. Sec. 122-184 (a) of the LDC requires a Conditional Use Permit for these uses in the R-3 zoning district. The applicant has indicated the proposed project will provide a transition between the higher intensity commercial, non-residential uses to the north and the single family residential subdivision to the south. The multi-family project with limited professional office use and appropriate buffering would provide a step down of intensities. The site has city utilities adjoining the property. The major challenge in developing the site is severe topography changes, with significant fall from northeast to southwest of over 100 feet in relief (225' to 123'). The applicant proposes to overcome this relief change through grading, slopes, and walls that meet city standards. However, the applicant will be seeking a variance request for grading and filling of the site since existing elevation changes will exceed ten feet in developing the site. Staff feels this use is consistent with the uses in the area and recommends approval of the proposed CUP Request. <i>Commissioner Harry Mason moved to recommend approval of the conditional use permit to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the conditional use permit to City Council, with Commissioner Thomas Spencer opposing.</i>	
Legal Impact	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2014-03	CUP RES 2014-03.doc	
2. Exhibit 2, 3,& 4	Exhibit 2.doc	
3. Photos from applicant	Ridge Citrus Tower Hearing.pdf	
4. School concurrency	School Concurrency.pdf	
5. Application	CUP application.pdf	
6. Site and Elevation Plan	Site and Elevation Plan.pdf	
7. P&Z Minutes	P&Z Minutes.pdf	
8. Ad	CUP legal ad CC3-25-14.doc	

**CITY OF CLERMONT
RESOLUTION NO. 2014-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A MULTI-FAMILY COMPLEX WITH MORE THAN 12 UNITS AND WITH ADDITIONAL FUTURE OFFICE SPACE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 4, 2014 recommended approval of this Conditional Use Permit to allow for a multi-family complex with more than 12 units and with additional future office space; at the following location:

LOCATION:

Vacant property (Alt. Key 1017653) west of Citrus Tower Boulevard;
south of Hooks Street

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 a Conditional Use Permit to allow for a multi-family complex with more than 12 units and with additional future office space; 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. The property shall be developed in substantial accordance with the conceptual site plan dated 12-16-13 prepared by Ridge Professional Group. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance of other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

CITY OF CLERMONT
RESOLUTION NO. 2014-03

4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
5. 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.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that 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.
7. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Planning & Zoning Department.
11. 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.

Section 2- Land Use

1. This Conditional Use Permit is for a multi-family residential development with up to 92 apartments on 7.7 acres, for a density of 12 dwelling units/acre. The remaining 1.0 +/- acre will be used for professional office use as defined in Sec. 122-184 (a)(1) of the City's Land Development Code. The professional office use is limited to: professional offices, doctor offices, banks, loan companies, insurance and real estate offices and similar businesses.
2. The City's Site Review Committee must approve the site plan prior to the construction plan approval.

CITY OF CLERMONT
RESOLUTION NO. 2014-03

3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMP) of the U.S.D.A. Soil Conservation Service.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Citrus Tower Boulevard and within the development, in accordance with Florida Department of Transportation regulations and City Codes.
2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on and off-site transportation designs are the sole responsibility of the developer.
3. A traffic study in accordance with City Codes shall be required to address level of service (LOS) for the area. The applicant/owner must coordinate with Lake County and the Lake~Sumter Metropolitan Planning Organization (MPO) for compliance with the Transportation Management System (TMS).

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire Hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping, until such time as reuse water is available, irrigation water shall be provided for by well.

Section 6 – Landscaping

1. The Landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.

CITY OF CLERMONT
RESOLUTION NO. 2014-03

2. All landscape plans and plantings shall meet or exceed the City of Clermont Code.

Section 7 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the *Architectural Standards* of the City of Clermont.
2. The multi-family structures shall be developed in substantial accordance with the conceptual front elevation types (Building Type 1 or Building Type 2) submitted on December 23, 2013 by the applicant (Exhibit 6).
3. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.

CITY OF CLERMONT
RESOLUTION NO. 2014-03

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of March, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 2

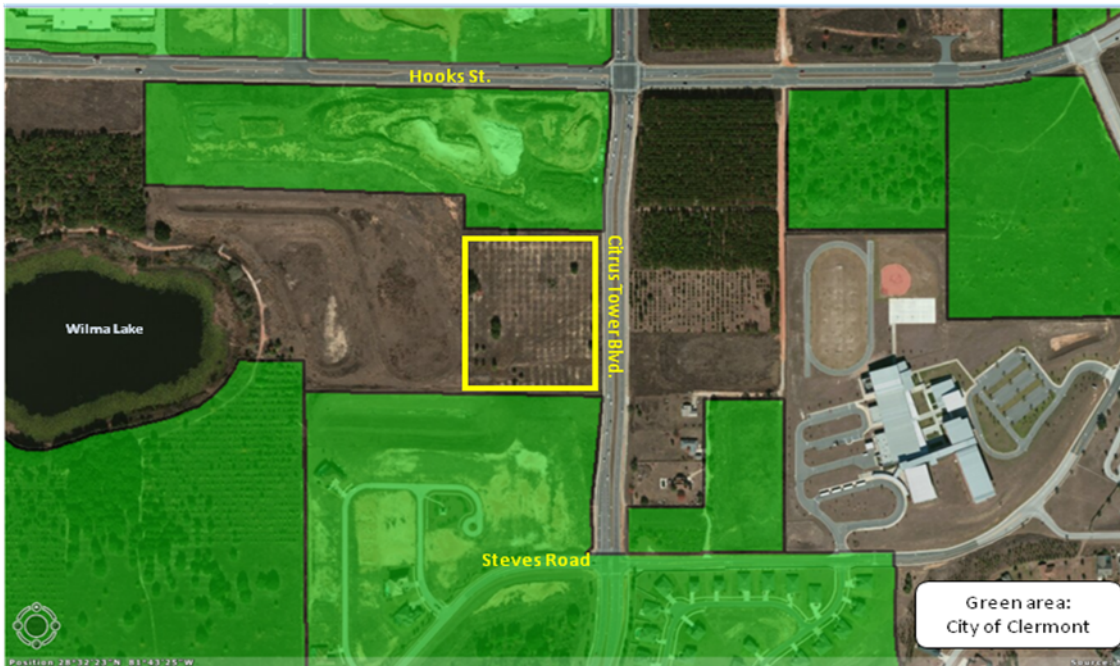
DEVELOPMENT NAME: Citrus Tower Apartments and Professional Offices
OWNER/APPLICANT: Daljit and Satinder Gill
REQUESTED ACTION: A CUP request for a multi-family development with up to 12 units per acre with professional office.
SIZE OF PARCEL: 8.53 +/- acres
GENERAL LOCATION: West of Citrus Tower Blvd between Hook Street and Steves Road.
EXISTING ZONING: R-3 Residential/Professional
EXISTING LAND USE: Vacant
FUTURE LAND USE: Residential/Office

SURROUNDING CONDITIONS:

	<u>ZONING</u>	<u>EXISTING LAND USE</u>	<u>FUTURE LAND USE DISTRICT</u>
NORTH:	UE URBAN ESTATE	Vacant	Commercial
SOUTH:	PUD/R-1	Residential and Vacant	Master Planned Development
EAST:	Lake County – R-6	Residential	Regional Office
WEST:	Lake County – RA	Commercial-Storm Water Retention Systems	Regional Office

Road Classification: Citrus Tower Boulevard – Collector
Utility Area: City of Clermont Water / Sewer
Site Utilities: City of Clermont Water / Sewer
Site Visit: 12-23-13
Signs Posted: By Staff

Exhibit 3
Location Map:



Conceptual Site Plan on Aerial:

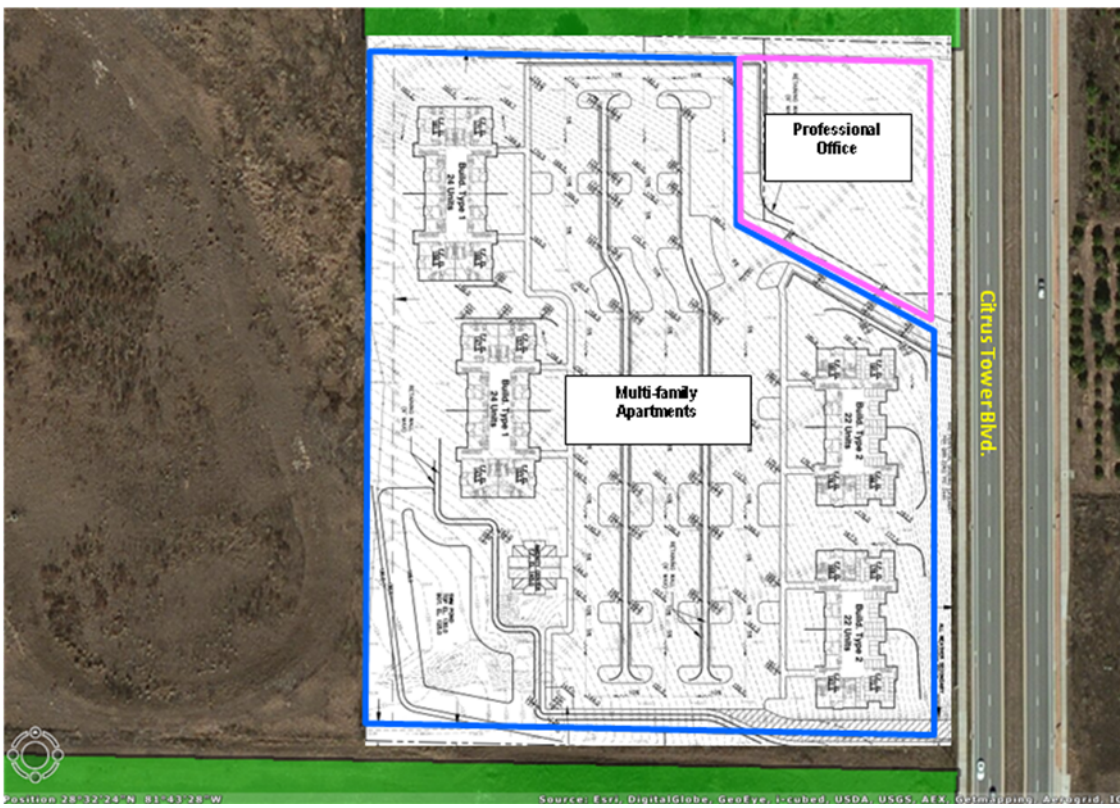


Exhibit 4

CUP 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. The property shall be developed in substantial accordance with the conceptual site plan dated 12-16-13 prepared by Ridge Professional Group. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance of other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
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.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
5. 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.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that 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.
7. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Planning & Zoning Department.
11. 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.

Section 2- Land Use

1. This Conditional Use Permit (CUP) is for a multi-family residential development with up to 92 apartments on 7.7 acres, for a density of 12 dwelling units/acre. The remaining 1.0 +/- acre will be used for professional office use as defined in Sec. 122-184 (a)(1) of the City's Land Development Code. The professional office use is limited to: professional offices, doctor offices, banks, loan companies, insurance and real estate offices and similar businesses.
2. The City's Site Review Committee must approve the site plan prior to the construction plan approval.
3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMP) of the U.S.D.A. Soil Conservation Service.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Citrus Tower Boulevard and within the development, in accordance with Florida Department of Transportation regulations and City Codes.
2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on and off-site transportation designs are the sole responsibility of the developer.
3. A traffic study in accordance with City Codes shall be required to address level of service (LOS) for the area. The applicant/owner must coordinate with Lake County and the Lake~Sumter Metropolitan Planning Organization (MPO) for compliance with the Transportation Management System (TMS).

Section 5 – Utilities and Stormwater

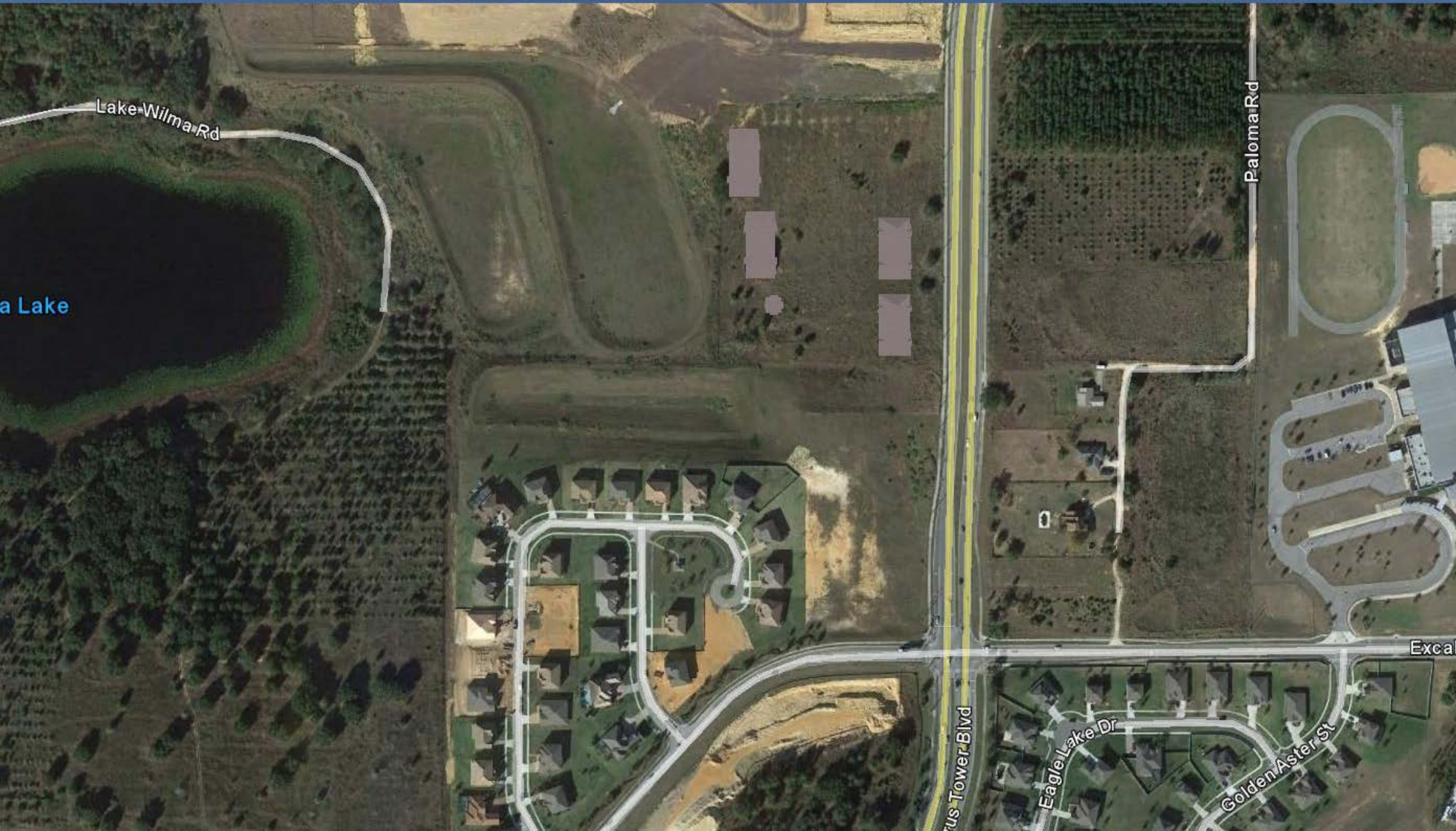
1. The permittee shall be responsible for purchasing, installing, and maintaining fire Hydrants within the project. They shall be installed according to City Code.
2. The project shall be plumbed for reuse water with purple piping, until such time as reuse water is available, irrigation water shall be provided for by well.

Section 6 – Landscaping

1. The Landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.
2. All landscape plans and plantings shall meet or exceed the City of Clermont Code.

Section 7 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the *Architectural Standards* of the City of Clermont.
2. The multi-family structures shall be developed in substantial accordance with the conceptual front elevation types (Building Type 1 or Building Type 2) submitted on December 23, 2013 by the applicant (Exhibit 6).
3. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.



Lake Wilma Rd

a Lake

Paloma Rd

Paloma Tower Blvd

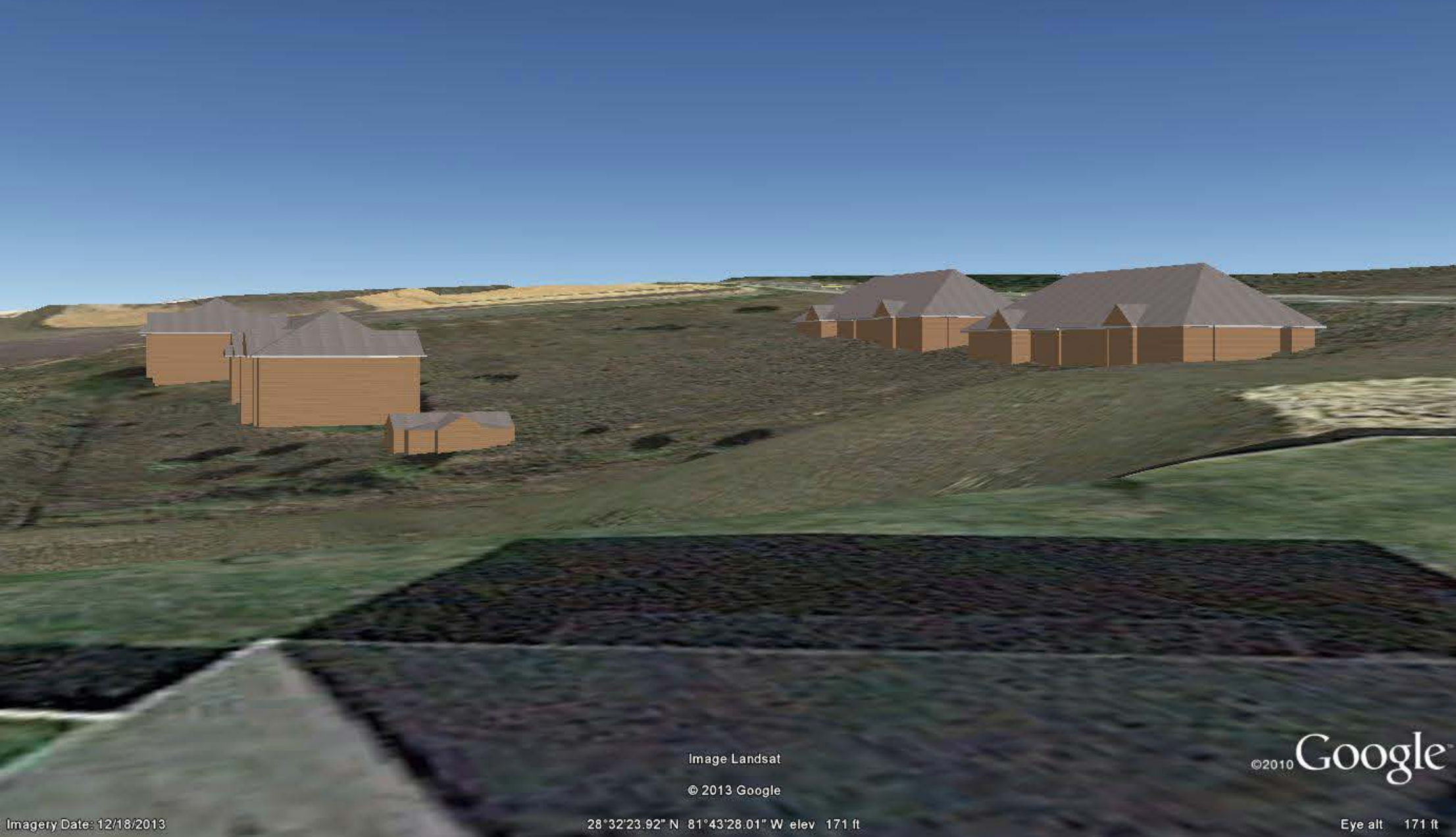
Eagle Lake Dr

Golden Aster St

Exca

View of Citrus Tower Apartments

Looking North from existing subdivision



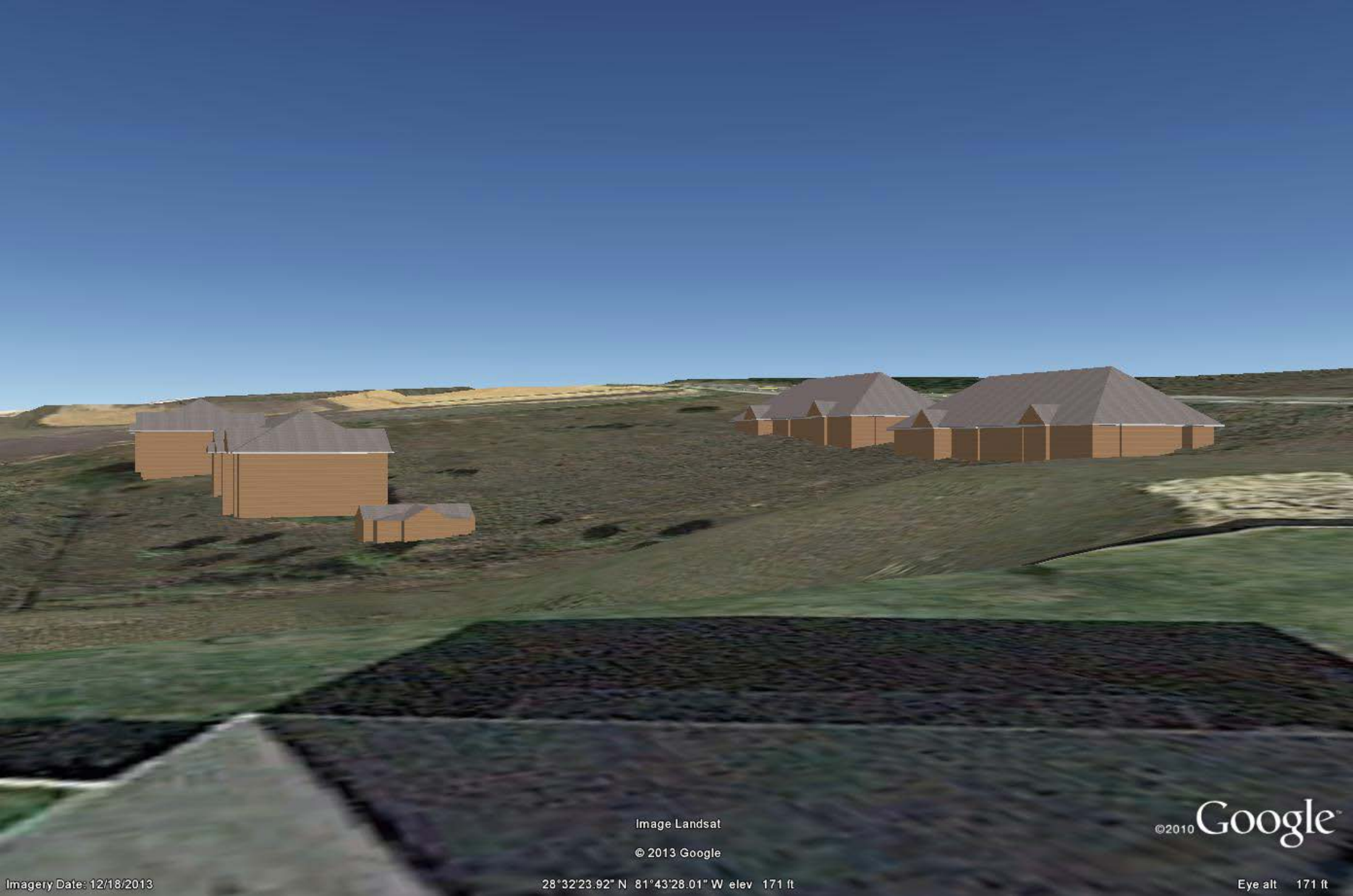


Image Landsat

© 2013 Google

©2010 Google

Imagery Date: 12/18/2013

28°32'23.92" N 81°43'28.01" W elev 171 ft

Eye alt 171 ft



Leading our Children to Success

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 343-0198 • www.lake.k12.fl.us

Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Tod Howard
District 4
Debbie Stivender
District 5
Kyleen Fischer

March 3, 2014

Ms. Barbara Hollerand, Planning & Zoning Director
Community Development Department
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

RE: City of Clermont Citrus Tower Future Land Use Map (FLUM) and Rezoning Request (Ordinances 2014-03 & 2014-04)

Dear Ms. Hollerand:

The City is currently reviewing a future land use map (FLUM) change from Lake County Regional Office to City of Clermont Residential/Office. In addition, the applicant proposes a rezoning from Lake County Ranchette District (RA) to City of Clermont Residential/Professional (R-3). The applicant proposes a maximum of 12 units/1 acre on approximately 8.53 acres. As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report.

The School Board of Lake County Florida believes the FLUM and rezoning will have an adverse impact on Lake County Public Schools. The following School Board comments reflect projected enrollment data from the District's Five-Year Facilities Master Plan, FY 2014-2018, and student generation rates from the Impact Fee Study.

The proposed FLUM and rezoning has the potential to add 102 new multi-family dwelling units that will contribute 24 new students to the Lake County School system. Based on current school attendance zones, schools that will be adversely affected by the proposed FLUM and rezoning and their projected five-year capacity status are as follows:

- | | |
|--------------------------------------|---------------------------|
| • Lost Lake Elementary School | 8% Under Capacity |
| • East Ridge Middle School | 31% Under Capacity |
| • East Ridge High School | 10% Over Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed FLUM and rezoning on the public schools which currently serve the area under consideration. Should you have any questions or need additional information please contact me at (352) 253-6694.

Sincerely,

Dawn McDonald, Senior Planner
Growth Planning Department

Enclosure

LAKE COUNTY PUBLIC SCHOOLS RESIDENTIAL GROWTH IMPACT REPORT

REVIEWING AUTHORITY

City of Clermont Community Development Department, Planning & Zoning Division

NAME / CASE NUMBER

Citrus Tower Apartments / Ordinances 2014-3 & 2014-04

DEVELOPER/OWNER

Ridge Professional Group, Inc. / Daljit and Santinder Gill

ITEM DESCRIPTION

The applicant proposes a future land use map (FLUM) change from Lake County Regional Office to City of Clermont Residential/Office. In addition, the applicant proposes a rezoning from Lake County Ranchette District (RA) to City of Clermont Residential/Professional (R-3). The applicant proposes a maximum of 12 units/1 acre on approximately 8.53 acres.

LOCATION

Section 9, Township 22S, Range 26E

Located north of Steves Road, south of Hooks Street, east of Lake Wilma Road, and west of Citrus Tower Boulevard

CURRENT LAND USE

Lake County Regional Office

PROPOSED LAND USE

City of Clermont Residential/Office (12 dwelling units/1 acre)

CURRENT ZONING

Lake County Ranchette District (RA)

PROPOSED ZONING

City of Clermont Residential/Professional (R-3)

NEW DU IMPACT

STUDENT GENERATION

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	MF Impacts	
			102	Dwelling Units
0.374	0.235	0.126	24	
0.172	0.133	0.065	14	
0.085	0.051	0.029	5	
0.117	0.051	0.032	5	

SCHOOL NAME

Lost Lake Elementary

East Ridge Middle

East Ridge High

Projected Enrollment 2017-2018*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
1,008	1,112	91%	1,022	92%	No
1,090	1,590	69%	1,095	69%	No
2,332	2,118	110%	2,337	110%	No

*Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2014-2018

CSA 12

Elementary School

Middle School

High School

Student Enrollment 2017-2018*	Permanent Student Capacity*	% of Permanent Capacity
4,298	4,928	87%
1,848	2,501	74%
4,491	3,953	114%

*Lake County School District Five-Year Facilities Master Plan, Fiscal Year 2014-2018

COMMENTS:

The proposed FLUM and rezoning will add 102 multi-family residential dwelling units to the amendment site, which will adversely impact area schools.

School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.

Prepared By: Dawn McDonald, Senior Planner, Lake County School District

Date: 3/3/2014



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: November 26, 2013

FEE: \$750.00

PROJECT NAME (if applicable): Citrus Tower Apartments & Office Site

APPLICANT: Daljit & Satinder Gill

CONTACT PERSON: David Carter, Ridge Professional Group, Inc.

Address: 4425 US Highway 92 East

City: Lakeland

State: FL

Zip: 33801

Phone: 863-669-0108

Fax: _____

E-Mail: rpgi@ridgeprofessionalgroup.com

OWNER: Daljit & Satinder Gill

Address: 9 Kenview Blvd.

City: Brampton

State: Ontario

Zip: L6T5G

Phone: 1 (905) 792-0999 x 33

Fax: (905) 792-0091

Address of Subject Property: Parcel # 09-22-26-130004800000

General Location: The property is located north of Excalibur Road on the west side of Citrus Tower Blvd.

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

Land Use (City verification required): Actual: Vacant - FLU: RO Regional Office "County"

Zoning (City verification required): Existing: RA Ranchette District "County"

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

x Bull
Applicant Name (signature)

x _____
Owner Name (signature)

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
Planning & Zoning Department
 685 W. Montrose St.
 P.O. Box 120219
 Clermont, FL 34712-0219
 (352) 394-4083 Fax: (352) 394-3542

Citrus Tower Apartments & Office Site

Project Narrative

The project consists of a 92 unit apartment complex with a recreational clubhouse, along with a 1 acre office tract for professional offices, personal service establishments, and light commercial uses. The site is a 8.5 acre tract fronting on the west side of Citrus Tower Boulevard, between Hooks Street and Excalibur Road.

Current FLU-Zoning

The parcel is currently in Lake County, however the applicant is petitioning for annexation into the City of Clermont. The site has a county Future Land Use (FLU) designation of Regional Office, and is zoned RA, or Ranchette District.

Proposed FLU-Zoning-Conditional Use

We are proposing that after annexation, the property be assigned a city Future Land Use designation of Residential/Office, with a zoning designation of R-3, or Residential/Professional District. To allow for the construction of the 92 apartment units, we are proposing a Conditional Use (CU) approval, which would allow for multi-family development of "12 or more dwelling units". The CU approval is also required for the professional offices, personal service establishments, and light commercial uses.

Surrounding Area

The area surrounding the subject site has seen a considerable amount of development in the last several years. A single family detached project is being built to the south, with many units being 2-story. To the north on Hooks Street, the Crane's View Lodge, an ALMC, and the Clermont Police Station projects are underway. The East Ridge Middle School and East Ridge High School are located starting about 800 feet to the east of the site.

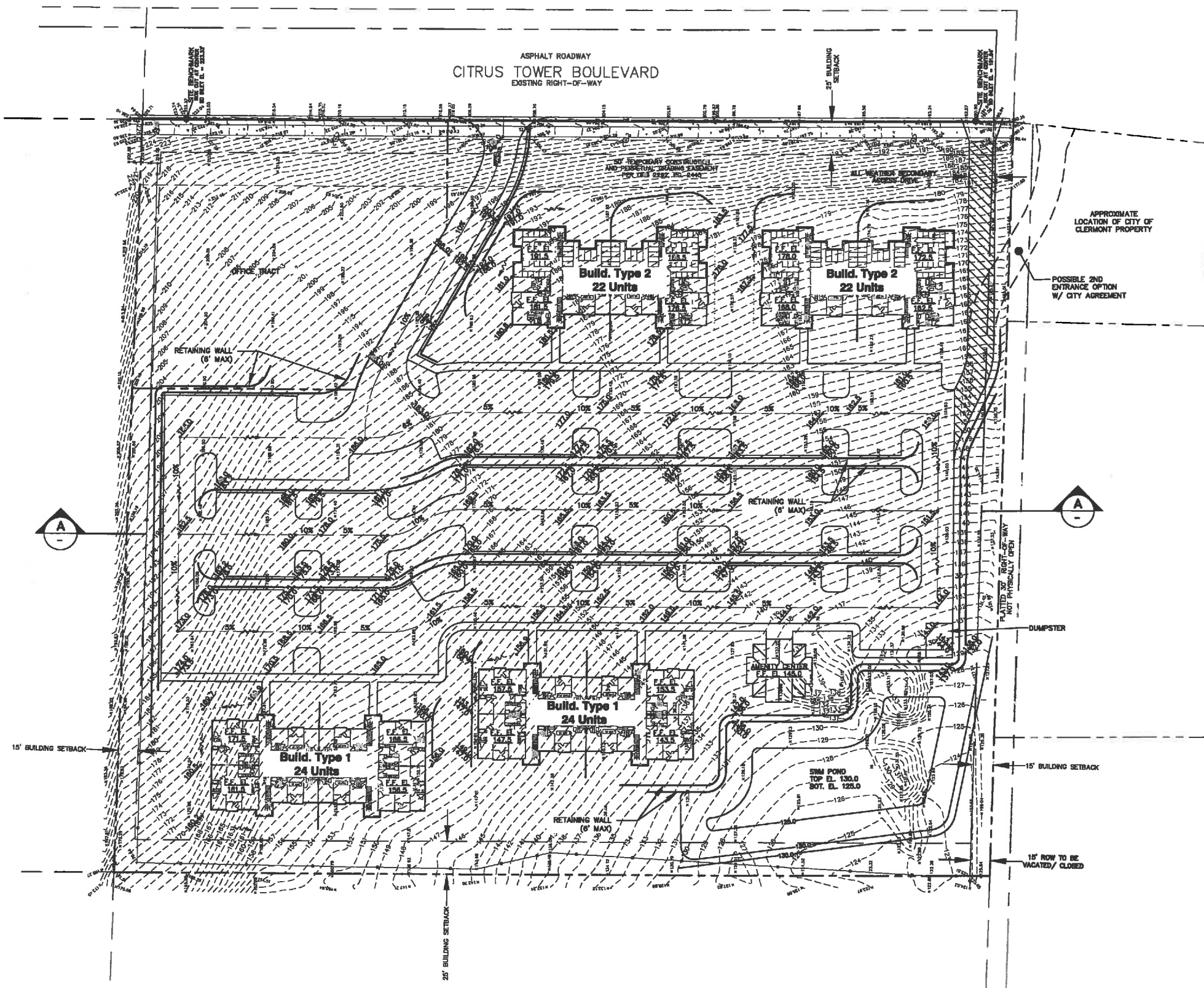
Justification

The current county FLU for the site would allow a variety of office uses with limited commercial support uses. This is in contrast to the current county zoning classification, which only allows development of 5 acre home sites with attendant agricultural uses. Development of the large, 5 acre home sites would be inappropriate sprawl development considering the urban character of the surrounding uses.

With the higher intensity commercial FLU, non-residential uses to the north and the single family residential subdivision on the south, a small, multi-family project with limited commercial and appropriate buffering would provide a step down of intensities.

The site is ideally suited for development with city utilities adjoining the property. Access to Citrus Tower Boulevard is available with no intersection conflicts visible. The nearby schools are within walking distance. The topography is challenging, with significant fall east to west. However, the proposed site plan overcomes this with grading, slopes and walls that meet city standards.

The topography of the site also limits the relative height of the proposed units in comparison to the homes on the south, which are on a small ridge line. This limits the impact of the 3 story buildings. Retention ponds can be provided on the lower, west side of the property, and would adjoin larger, existing ponds.



AREA= 8.5 ACRES
COMMERCIAL AREA= 1.0 AC±
MULTI FAMILY AREA= 7.73 AC±
APARTMENT UNITS= 92

CURRENT ZONING= RA
PROPOSED ZONING= R-3 RES.
EXISTING LAKE COUNTY LAND USE= VACANT
COMMERCIAL (1000)
PROPOSED LAND USE= RESIDENTIAL/OFFICE

FRONT= 25FT
REAR= 25FT
CORNER= 25FT
SIDE= 15FT

ALLOWABLE DENSITY
PER ZONING= 12 UNITS PER ACRE
7.73 ACRES X 12 UNITS= 92.76 UNITS ALLOWED
92 UNITS PROPOSED

24 3 BR UNITS = 60 SPACES
68 2 BR UNITS = 136 SPACES
TOTAL REQUIRED PARKING SPACES= 196

STANDARD SPACES= 186
HANDICAPPED SPACES= 10
TOTAL SPACES= 196

CITRUS TOWER APARTMENT COMPLEX

PARCEL ID NO. 09-22-26-130004800000
ALTERNATE KEY NO. 1017653

NOTES:
1. ALL BUILDINGS HAVE MINI STORAGE ROOMS ON EAST (UPHILL) 1/2 OF BOTTOM FLOOR.
2. FLOOR PLANS SHOWN ARE @ PARKING LOT ENTRY LEVEL.

Revisions	Rev	Date	Description	By
1	11/27/93	REVISED COMMERCIAL TRACT SIZE		
2	01/20/93	ORIGINAL DRAINING START		
3				
4				
5				
6				
7				
8				
9				
10				

**DALJIT GILL
9 KENVIEW BLVD.
BRAMPTON, ONTARIO, CANADA**

Prepared

RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East Lakeland, FL 33801

**CITRUS TOWER APARTMENTS
& OFFICE SITE**
CLERMONT, FLORIDA

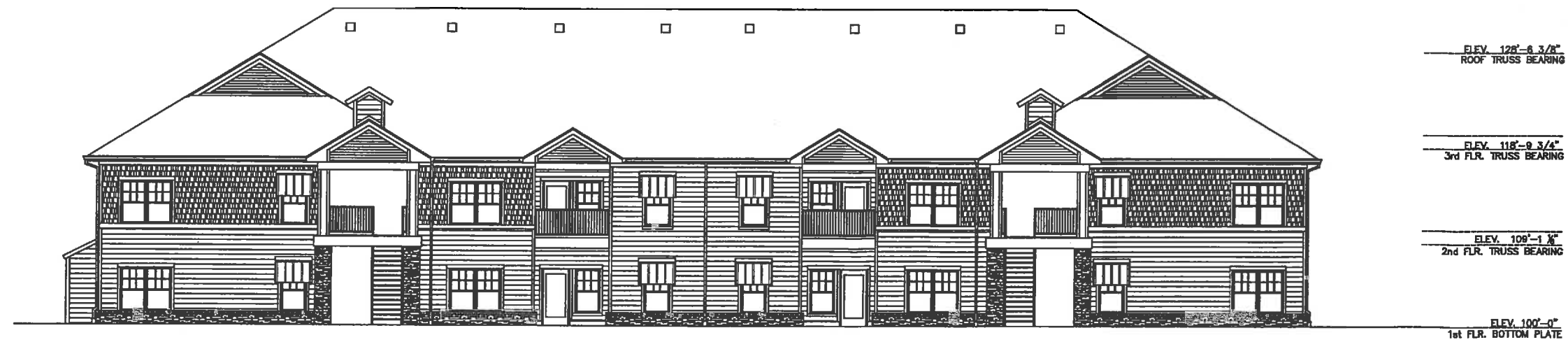
SITE & GRADING PLAN

Checked By:
AMS
Designed/Drawn By:
DCL/RJF

Ridge Professional Group, Inc.
Project #
13.024
Sheet Number
1



FRONT ELEVATION
BUILDING TYPE 1



FRONT ELEVATION
BUILDING TYPE 2

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday March 4, 2014 at 7:00 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Harry Mason, and Thomas Spencer. Also in attendance were Barbara Hollerand, Planning and Zoning Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held February 4, 2014 were approved as written.

REPORTS

Chairman Nick Jones stated that Pig on the Pond is this weekend.

1. REQUEST FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT

DEVELOPMENT NAME: Citrus Tower Apartments and Office

APPLICANT: Ridge Professional Group

2. REQUEST FOR REZONING

DEVELOPMENT NAME: Citrus Tower Apartments and Office

APPLICANT: Ridge Professional Group

3. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Citrus Tower Apartments and Office

APPLICANT: Ridge Professional Group

Senior Planner John Kruse presented the staff report for items 1, 2, and 3 as follows:

The applicant and owner, Daljit and Satinder Gill, are requesting a future land use amendment to change from Lake County Regional Office to the City's Residential/Office Land Use category. The 8.53-acre parcel is located along the west side of Citrus Tower Boulevard, halfway between Steve's Road to the south and Hooks Street to the north. The City of Clermont owns property directly to the north that was purchased for the new police station. The City also has a half acre site that partially adjoins the applicant's property to the south. The additional property owner to the south is Lost Lake Reserve LC and the property is currently vacant. To its west is Wilma Lake in unincorporated Lake County along with existing storm water retention basins used for existing developments in the area. This future land use application is being submitted along with requests for annexation, rezoning to the R-3 Residential/Professional zoning classification, a conditional use permit to allow an apartment community that has a higher density than 8 units per acre (applicant is requesting 12 units per acre), street right-of way/easement closing petition

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 2

for an unused easement, and a variance for grading and filling of the site that exceeds the 10 feet requirement. As defined in the City's comprehensive plan, Policy 1.7.1 allows the following: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

The applicant and owner, Daljit and Satinder Gill, are also requesting a rezoning change from Urban Estate ("RA" Ranchette District in the County) to R-3 Residential/Professional zoning designation upon approval of annexation into the City of Clermont. A small scale-comprehensive plan amendment change to Residential/Office is also requested. The current zoning in the area along with the future land use designations would allow the R-3 Residential/Professional zoning designation

The Citrus Tower Apartments and Professional Office project is a proposed multi-family development consisting of 92 apartments and outparcel used for professional office. The apartments will consist of four 2 and 3 story buildings arranged so that the parking is not adjacent to Citrus Tower Boulevard and is located between the four apartment buildings. The total land area of the project is 8.53 +/- acres. Of this, the apartment complex will consist of 7.7 +/- acres. With the proposed 92 apartment units on the 7.7 +/- acres, this provides for a total density of 12 units per acre. The remaining 1.0 +/- acre will be developed for professional office use. The conditional use permit request is based upon the development proposal consisting of multi-family apartments having 12 or more units and professional office uses in the R-3 zoning district. Sec. 122-184 (a) of the Land Development Code requires a conditional use permit for these uses in the R-3 zoning district.

The applicant has indicated the proposed project will provide a transition between the higher intensity commercial, non-residential uses to the north and the single family residential subdivision to the south. The multi-family project with limited professional office use and appropriate buffering would provide a step down of intensities. The site has city utilities adjoining the property. The major challenge in developing the site is severe topography changes, with significant fall from northeast to southwest of over 100 feet in relief (225' to 123'). The applicant proposes to overcome this relief change through grading, slopes, and walls that meet city standards. However, the applicant will be seeking a variance request for grading and filling of the site since existing elevation changes will exceed ten feet in developing the site.

Staff feels this use is consistent with the uses in the area and recommends approval of the proposed small scale comprehensive plan amendment, rezoning, and conditional use permit requests.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 3

Dave Carter, 137 5th St. NW, Winter Haven, stated that he is representing Mr. Gill. He stated that there is a significant slope on the site, however they have presented a site plan to staff that shows a step down grading. He stated that parking will be in the center of the site. He stated that they have completed a traffic study showing the peak trips.

Commissioner Harry Mason asked if there has been any sinkhole activity on the property.

Mr. Carter stated that he does not know of any sinkhole activity on this site. He stated that they will be required to do geotechnical borings to make sure the surface is suitable.

Chairman Nick Jones asked what the height of the retaining walls will be on the property.

Mr. Carter stated that the way they have designed the site there will be six foot retaining walls, but there will be areas where the fill may exceed the 10 foot fill for the six foot walls.

Diane Castro, 2454 Linkwood Ave., stated that she knows they said the applicant has done the traffic study; however, Beazer Homes will be building 109 homes off of Steve's Road. She stated that Steve's Road is only two lanes and she would like for the Commission to take that into consideration.

Chairman Nick Jones asked if there were any plans to widen or improve Steve's Road.

Planning Manager Curt Henschel stated that there are plans to improve the road near the Beazer Homes property; however, he does not know that the improvements will continue all the way to Citrus Tower Boulevard.

Mary Jo Pfeiffer, 789 W. Montrose St., asked about the impact of the schools in the area.

Mr. Carter stated that they have contacted the school board about the process, and they will have to meet concurrency on the school system.

Commissioner Herb Smith asked if the zoning for the assisted living facility was the same, and are they allowed 12 units per acre as the request for Citrus Tower Apartments.

Mr. Henschel stated that Crane's View Lodge has its own conditional use permit and being they are an assisted living facility, their density is much higher than 12 units per acre. He stated that to the south, the Lost Lake Reserve Apartments are right at 12 units per acre.

Josephine Keller, 2458 Linkwood Ave., stated that Real Life Christian Center is adding to their property along with the Beazer Homes which will be adding a lot more traffic to the area.

Commissioner Herb Smith stated that he feels there are too many apartments on the acreage.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 4

Chairman Nick Jones asked what the mix was of one, two, and three bedroom units and how many parking spaces.

Mr. Kruse stated that there are 24 three bedroom units, 68 two bedroom units, and there are 196 parking spaces.

Commissioner Harry Mason asked if there was only one entrance to the property.

Mr. Kruse stated that there are two entrances to the property.

Commissioner Thomas Spencer moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Harry Mason. The vote was 3-1 to recommend approval for the small-scale comprehensive plan amendment to City Council, with Commissioner Herb Smith opposing.

Commissioner Harry Mason moved to recommend approval of the rezoning to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the rezoning to City Council, with Commissioner Thomas Spencer opposing.

Commissioner Harry Mason moved to recommend approval of the conditional use permit to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the conditional use permit to City Council, with Commissioner Thomas Spencer opposing.

4. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Kingdom Revelation Ministries

APPLICANT: Kingdom Revelation Ministries

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a Conditional Use Permit to establish a house of worship in the C-2 zoning district. The applicant/church proposes to occupy a 28,000 square foot office/retail building available at 290 Citrus Tower Blvd. The church plans to utilize the upper floor for administrative offices, a nursery for kids during services, and for smaller assemblies on Wednesday evenings and Sundays. The first floor will be used for assemblies/gatherings (approx. 7,000 square feet), and will also retain the existing 7,400 square feet for general retail and commercial sales.

Chris Dutruch, 1585 Kennesaw Dr., stated that the use of this building is to operate offices during the week and small assemblies on Wednesday evenings. He stated that their Sunday congregation will continue to meet at the Celebration of Praise location until they can do

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a multi-family complex with more than 12 units and with additional future office space at the following location:

LOCATION

Vacant property (Alt. Key 1017653) west of Citrus Tower Boulevard;
south of Hooks Street

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

A public meeting to consider the request will be held before the City Council on Tuesday, March 25, 2014 at 7:00pm.

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, MMC
City Clerk

Daily Commercial
March 18, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, March 25, 2014			
Agenda Item Name			
Variance <i>Citrus Tower Apartments & Office</i>			
Requested Action			
Move to deny variance request			
Staff Report			
Citrus Tower Apartments and Office Site – Variance Request The applicants and owners, Daljit and Satinder Gill, are requesting a variance to allow for more than 10 feet of topographical elevation change in order to proceed with the development of the site for the proposed apartments and office site. The overall site has a topography change of over 100 feet within the 8.53 +/- acre site. The applicants have provided a cut/fill exhibit, dated February 3, 2014, detailing the areas that would exceed the 10 foot requirement. Information provided by the applicants indicates that they would not exceed 15 feet in these areas. The applicants have indicated that these areas on the map are less than 10% of the overall site.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Sec. 86-174 Review Criteria and Finding	Citrus Tower Apts Variance Sec 86-174 Review Criteria.docx	
2.	Map of Location	Variance Citrus Tower Apt Location Map.pdf	
3.	Conceptual Plan with Cut/Fill Areas	Variance Citrus Tower Apt conceptual plan with cut and fill.pdf	
4.	Site Plan	VAR site plan.pdf	
5.	Application	VAR application.pdf	
6.	Ad	VAR legal ad 3-25-2014.doc	

Exhibit 5

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 existing site has 100 feet of fall within an 8 acre site. During the construction of Citrus Tower Boulevard, fill was placed along the site’s frontage using a 3:1 slope.

Staff comments: Staff agrees that special conditions or circumstances are demonstrated in the development of this parcel. Clermont Landing and Clermont Crossing have received variances for cut and fill in order to develop the site.

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 person having interest in the property has created the condition.

Staff comments: Staff agrees that the current owner did not create the condition. However, the limiting topographical elevations were present to the property prior to the applicants purchase in May 6, 2013.

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 proposed project has large structures with parking lots similar to a commercial site development project.

Staff comments: The applicants can still develop the property in conformance with the LDC, with modifications to the overall project and density.

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, the request is not economically founded.

Staff comments: No evidence of decreased costs due to the 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: The design criteria within the site minimizes the need for this variance.

Staff comments: The applicants are trying to maximize the potential use of the site by requesting the variance. With the proposed cut/fill areas greater than 10 feet comprising of less than 10% of the overall site, the variance could be considered the minimum variance necessary for the applicants to develop the site for the desired project.

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: The request is unrelated to zoning.

Staff comments: The city council has granted a variance request for this in the past for a topographical elevation change greater than 10 feet, the maximum limit allowed by the Clermont Land Development Code (LDC), Section 94-195(c)(2).

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: All adjoining developed or develop-able properties are significantly higher than this project. Accordingly, no visual impacts to adjacent properties are anticipated.

Staff comments: The proposed variance does not seem to substantially diminish property values. The applicants are seeking the maximum number of apartment units, allowable by code, for the site with the variance request.

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 request will allow the site to be developed within the limits of the maximum grading standards of the LDC. The project will meet the standards for site development Sec. 94-195 (d).

Staff comments: The applicants indicate that they can develop the site according to Sec. 94-195 (d) of the LDC. This section of the code allows elevation changes in topography to 15 feet. Staff feels that the proposed project may change the essential character of the surrounding area and be injurious to the surrounding properties. The surrounding area consists of single family homes to the south-west, an assisted living facility to the north-west and commercial/public use facilities to the north and south. Property to the east is either vacant or large lot residential use. The nearest comparable development is approximately ½ mile to the south.

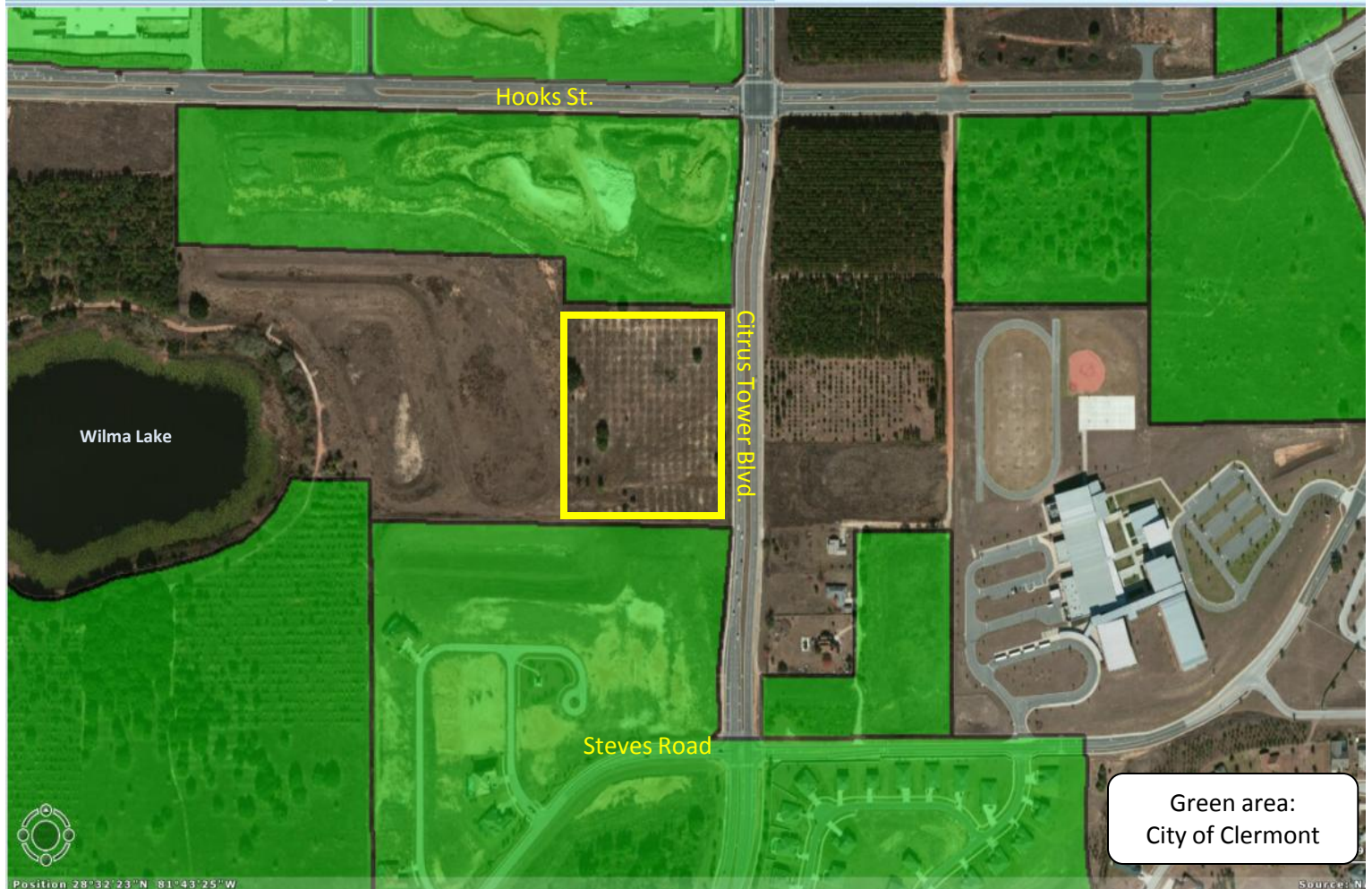
Negative finding

STAFF RECOMMENDATION:

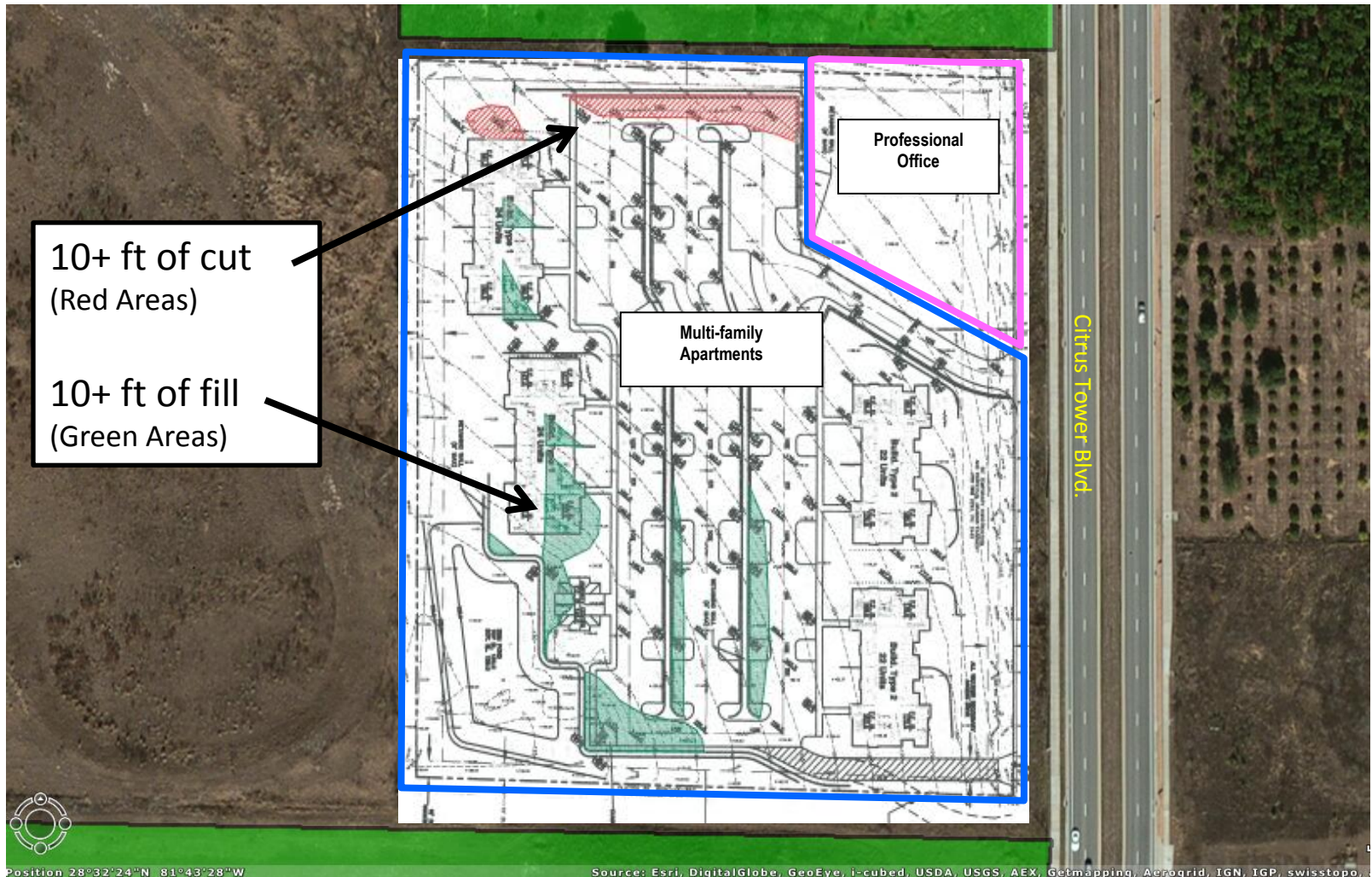
Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight that do not meet these findings. Therefore, staff recommends denial of this variance request to allow a topographical elevation change greater than 10 feet, the maximum limit allowed by the Clermont Land Development Code (LDC), Section 94-195(c)(2).

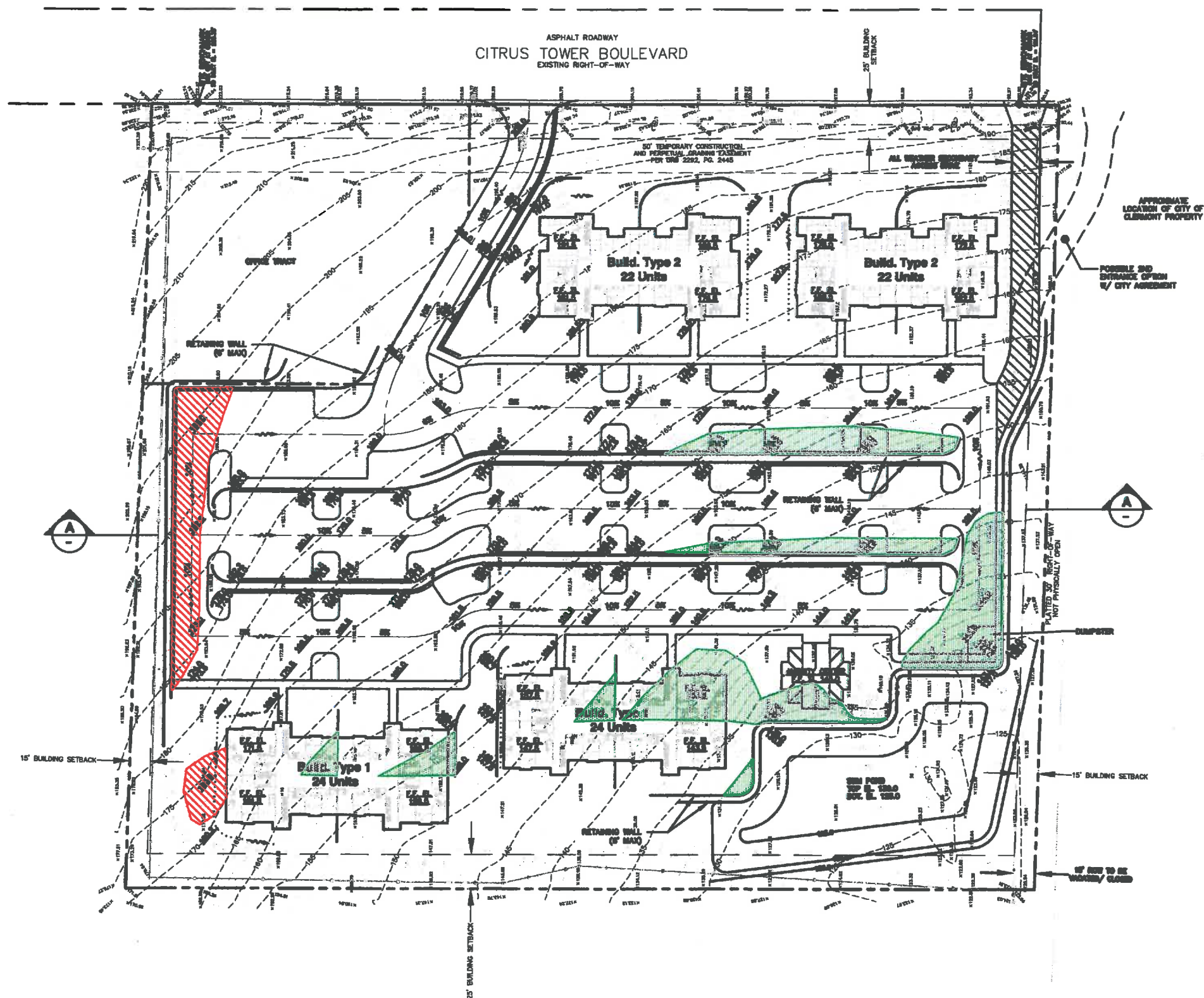
Location Map

Citrus Tower Apartments and Professional Office



Conceptual Plan with Cut/Fill Areas Citrus Tower Apartments and Professional Office





10+ FT OF FILL



10+ FT OF CUT

NOTES:
1. ALL BUILDINGS HAVE MINI STORAGE ROOMS ON EAST (UPHILL) 1/2 OF BOTTOM FLOOR.
2. FLOOR PLANS SHOWN ARE @ PARKING LOT ENTRY LEVEL.

[illegible]

Prepared
For

DALJIT GILL
9 KENVIEW BLVD.
BRAMPTON, ONTARIO, CANADA

RIDGE PROFESSIONAL GROUP, INC.
Land Development Design & Permitting Services
4425 U.S. Highway 92 East
Lakeland, FL 33001

Project Title

Sheet
Title

Checked By
AMS
 Inspected/Reviewed By
DCL/RJF

Bridge Professional Group, Inc.
 Project
13.024
 Sheet Number
1



CITY OF CLERMONT
VARIANCE
Application

DATE: Jan 20, 2014

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Citrus Tower Apartments & Office Site

APPLICANT: Daljit & Satinder Gill

CONTACT PERSON: David Carter, Ridge Professional Group, Inc.

Address: 4425 US Highway 92 East

City: Lakeland State: FL Zip: 33801

Phone: 863-669-0108 Fax:

E-Mail: rpgi@ridgeprofessionalgroup.com

OWNER: Daljit & Satinder Gill

Address: 9 Kenview Blvd.

City: Brampton State: Ontario Zip: L6T5G

Phone: 1 (905) 792-0999 x 33 Fax: (905) 792-0091

Address of Subject Property: Parcel # 09-22-26-130004800000

General Location: The property is located north of Excalibur Road on the west side of Citrus Tower Blvd.

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

Land Use (City verification required): Actual: Vacant - FLU: RO Regional Office "County"

Zoning (City verification required): Existing: RA Ranchette District "County"

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: Sec. 94-195 (c).

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

In order to comply with maximum slope standards for roads, parking & pedestrian walks, The 10' maximum cut/fill standards for a subdivision must be exceeded.

Please refer to the attached Cut/Fill exhibit.

How does the Code create a hardship?

The proposed apartment complex can not be designed to comply with the 10 foot topography limitation without exceeding maximum slope standards.

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

Variance requested – subject and code section: Clearing and grading review criteria Sec. 94-195 (c).

Sec. 86-174. Review criteria and findings.

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:

- (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 existing site has 100 feet of fall within an 8 acre site. During the construction of Citrus Tower Boulevard, fill was placed along the site's frontage using a 3:1 slope.

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

No person having interest in the property has created the condition.

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 proposed project has large structures with parking lots similar to a commercial site development project.

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

No, the request is not economically founded.

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

The design criteria within the site minimizes the need for this variance.

(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;

The request is unrelated to zoning.

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

All adjoining developed or develop-able properties are significantly higher than this project. Accordingly, no visual impacts to adjacent properties are anticipated.

(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 request will allow the site to be developed within the limits of the maximum grading standards of the LDC. The project will meet the standards for site development Sec. 94-195 (d).

**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

Daljit & Satinder Gill

Applicant Name (print)

X 
Applicant Name (signature)

Daljit & Satinder Gill

Owner Name (print)

X 
Owner Name (signature)

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

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

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

Variance Request Summary
For
Citrus Tower Apartment Complex and Office Tract

The proposed project consists of four apartment buildings with an outparcel reserved for future office use. We are requesting a variance to Section 94-195 (c) to exceed the 10 foot cut or fill. The large buildings and parking lot are similar to a commercial site which is allowed 15 feet for changes in topography. Design criterion of 15 feet minimizes the need for variance. The surrounding area and adjoined properties are significantly higher than this site; accordingly, no visual impacts to the adjacent properties are anticipated.

The topography of the property proves challenging with 100 feet of fall within the 8.5 acre site. The construction of Citrus Tower Boulevard employed the use of 3 to 1 slopes along the property frontage. A limitation of 10 feet cut or fill would not be possible with this project.



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variance: To allow topographical elevation change greater than 10 feet - as required by the Land Development Code, Section 86-174, at the following location:

LOCATION

Vacant property (Alt. Key 1017653) west of Citrus Tower Boulevard;
south of Hooks Street

A complete legal description may be obtained in the Planning & Zoning 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, March 25, 2014 at 7:00 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
City Clerk

Daily Commercial
March 18, 2014

**AGENDA ITEM**

Council Meeting Date	
Tuesday, March 25, 2014	
Agenda Item Name	
Resolution No. 2014-08 <i>Erika's Tea Room and Gifts</i> <i>Conditional Use Permit</i>	
Requested Action	
Move to approve Resolution No. 2014-08	
Staff Report	
Erika's Tea Room and Gifts – Conditional Use Permit The applicant, Leila Shanoff, is requesting a Conditional Use Permit (CUP) to allow a restaurant and gift shop in the Central Business District (CBD). The applicant desires to operate an English style tea room and gift shop. The proposed location is an existing building located at 787 West Montrose Street. The building is a single story structure with an interior square footage of 1,925 square feet. The front portion of the building, approximately 20 percent, will be used for the gift shop, while the remaining areas will be used for food preparation and patron use in the restaurant. The applicant estimates seating of up to 60 patrons. The hours of operation will be normal business hours of surrounding businesses, open daily. The applicant has indicated that no type of frying equipment will be used at the facility, with cooked food preparation limited to the use of a stove/oven. Under Sec. 122-243 of the Land Development Code, the Central Business District (CBD) zoning district permits retail businesses. The gift shop would be permitted under this section of the code. Under Sec. 122-244(a)(11) of the LDC, restaurants are permitted in the CBD through a Conditional Use Permit. The restaurant aspect of this proposal has warranted the CUP request by the applicant. Section 122-247(b)(2), Off-street parking, states "existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same." The applicant is not changing square footage of the existing structure. The restaurant and gift shop are consistent with the area as a whole and would provide a business that is unique to the downtown area. The CUP would provide the applicant an opportunity to redevelop this site into a more appropriate use, as permitted under the CBD Zoning District and Downtown Mixed Use Land Use Category. Therefore, staff recommends approval of this request based upon the information presented. <i>Commissioner Harry Mason moved to recommend approval of the conditional use permit; seconded by Commissioner Thomas Spencer. The vote was unanimous to recommend approval for the conditional use permit to City Council.</i>	
Legal Impact	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit 1 - Resolution 2014-08	CUP RES 2014-08.doc	
2. Exhibit 2 - Erika's Tea Room Location Map	Exhibit 2 - Location - Erikas Tea Room.pdf	
3. Exhibit 3 - CUP Conditions	Exhibit 3 - CUP Conditions.doc	
4. Application	Application.pdf	
5. P&Z Minutes	P&Z Minutes.pdf	
6. Ad	CUP legal ad P&Z3-4-14,CC3-25-14.doc	

CITY OF CLERMONT
RESOLUTION NO. 2014-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A RESTAURANT IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 4, 2014 recommended approval of this Conditional Use Permit to allow for a restaurant in the Central Business District; at the following location:

LOCATION:

787 West Montrose Street

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 a Conditional Use Permit to allow for a restaurant in the Central Business District; 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. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
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.
4. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Planning & Zoning Department.
5. 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.

CITY OF CLERMONT
RESOLUTION NO. 2014-08

6. The Conditional Use Permit must be executed and processed through the office of the City Manager within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Restaurant may be required to install a grease interceptor for food services per the Clermont Code of Ordinances and state regulations. Installation and size are to be determined by the Utility Director.
8. Any additional parking as required per the Land Development Code must be completed through the Parking Space Exchange Fee, prior to opening for business

Section 2 – Land Use

1. Permitted uses shall include a restaurant at 787 W. Montrose Street. Should the restaurant cease operations for 6 months or more the owner and applicant must apply for a new Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2014-08

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of March, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 2 – Location

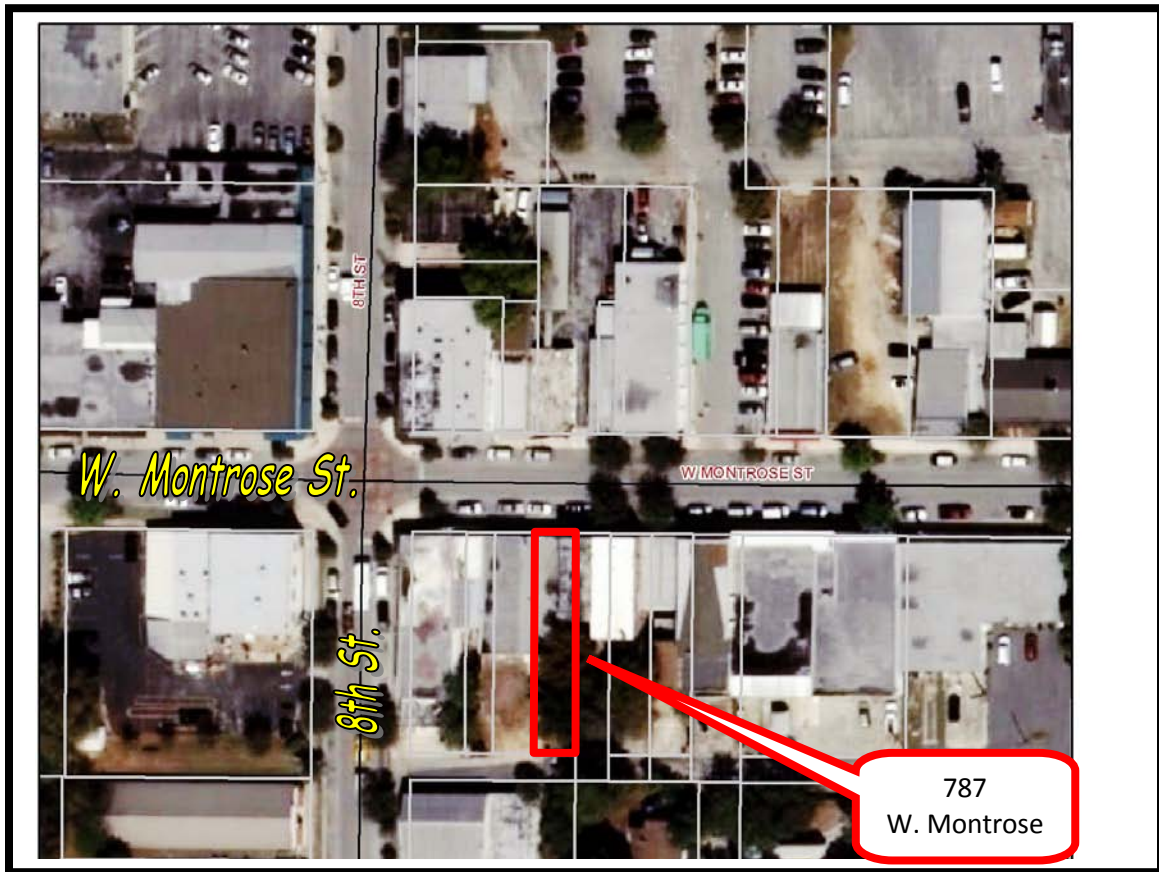


Exhibit 3

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. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
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.
4. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Planning & Zoning Department.
5. 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.
6. The Conditional Use Permit must be executed and processed through the office of the City Manager within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Restaurant may be required to install a grease interceptor for food services per the Clermont Code of Ordinances and state regulations. Installation and size are to be determined by the Utility Director.
8. Any additional parking as required per the Land Development Code must be completed through the Parking Space Exchange Fee, prior to opening for business

Section 2 – Land Use

1. Permitted uses shall include a Restaurant at 787 W. Montrose Street. Should the restaurant cease operations for 6 months or more the owner and applicant must apply for a new Conditional Use Permit.



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: January 22, 2014

FEE: _____

PROJECT NAME (if applicable): Erika's Tea Room and Gifts

APPLICANT: Leila Shanoff

CONTACT PERSON: Sheldon Shanoff

Address: 450 Del Sol Avenue

City: Davenport State: FL Zip: 33837

Phone: 732-672-1648 Fax: _____

E-Mail: lshanoff13@gmail.com

OWNER: Leila Shanoff

Address: 450 Del Sol Avenue

City: Davenport State: FL Zip: 33837

Phone: 732-690-3375 Fax: _____

Address of Subject Property: 787 W. Montrose Avenue, Clermont, FL

General Location: _____

Legal Description (include copy of survey): _____

CLERMONT E 25 FT OF N 134 FT OF LOT 17 BLK 81 PB8 PG17

ORB 4384 PG 109

Land Use (City verification required): CBD

Zoning (City verification required): CBD

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.

English style tea room and gift shop. We feel that the location of a Tea Room in the Downtown area would be an appropriate fit along with the antique and other shops in the area. The continued growth in Clermont, and it's close proximity to Disney World and Orlando, make it attractive. Attached are copies of a Traditional English Tea Menu, and a sample of ours. Also attached is a diagram of how we propose to use the building.

Leila Shanoff

Applicant Name (print)

x

Leila Shanoff
Applicant Name (signature)

Hartino Florida Enterprises, LLC

Owner Name (print)

x

Hartino
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
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

General Company Description

Erika's Tea Room and Gifts, Inc. Corporation: Erika Shanoff, President and Secretary: Leila Shanoff, Vice President and Treasurer.

Tea is becoming very popular. Tea is the most consumed beverage in the world after water. It is expected that the tea business will double in the next five years. In 2000 the tea business was \$4.2 billion in sales. In 2010 it reached \$10 billion. It is again expected to double by 2020 as more and more people turn to tea.

With over 14.8 square miles, The City of Clermont is one of the fastest growing cities in central Florida and is strategically located just west of Orlando and north of Disney World. The quality of life in and around Clermont makes it a prime destination for those looking to settle in central Florida. Local stores offer a variety of shopping and dining options along with ample sports facilities and waterfront activities. Clermont was founded in 1884 and incorporated in 1916. It has the amenities and assets that make it an attractive location for families, new business, educational endeavors, office development, and health-fitness opportunities. Over the past ten years, Clermont has experienced a steady increase in population with approximately 30,000 people and is the largest city in Lake County.

Location

The location of the premises is 787 W Montrose Street, Clermont, FL. It is located in the Downtown Business District of Clermont. It is a single story building. The interior is 1925 sq. ft.

Products and Services

What is Afternoon Tea?

Afternoon Tea is a tea-related ritual, introduced in Britain in the early 1840s. It evolved as a mini meal to stem the hunger and anticipation of an evening meal at 8pm.

Afternoon Tea is a meal composed of sandwiches (usually cut delicately into 'fingers'), scones with clotted cream and jam, sweet pastries and cakes. Interestingly, scones were not a common feature of early Afternoon Tea and were only introduced in the twentieth century.

Afternoon Tea was initially developed as a private social event for ladies who climbed the echelons of society. It was only when Queen Victoria engaged in the Afternoon Tea ritual that it became a formal occasion on a larger scale, known as 'tea receptions'.

These receptions could have as many as two hundred guests with an open 'at home' invitation to visit between 4pm and 7pm, during which they could come and go as they pleased; this was the genesis of the Afternoon Tea as we know it.

Today, Afternoon Tea is usually enjoyed as an occasional indulgence or to celebrate a special event such as a birthday, or a pre-wedding or baby shower party with a group of friends.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 5

something different in the future. He stated that the Citrus Tower Boulevard location will probably only be utilized Monday through Saturday. He stated that this property has been vacant for a while, and it will fit what they need for the next few years.

Commissioner Thomas Spencer stated that he is a member of the church and is also involved in this ministry; however, he does not have any financial gain of the project.

Commissioner Harry Mason asked what are the “other associated ministries” that are mentioned in the staff report.

Mr. Dutruch stated that if there were smaller congregations that would like to meet at the Citrus Tower Boulevard location on Sundays, they would like to be able to accommodate them.

Commissioner Thomas Spencer moved to recommend approval of the conditional use permit; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval for the conditional use permit to City Council.

5. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Erika’s Tea Room & Gifts

APPLICANT: Leila Shanoff

Senior Planner John Kruse presented the staff report as follows:

The applicant, Leila Shanoff, is requesting a Conditional Use Permit to allow a restaurant and gift shop in the Central Business District. The applicant desires to operate an English style tea room and gift shop. The proposed location is an existing building located at 787 West Montrose Street. The building is a single story structure with an interior square footage of 1,925 square feet. The front portion of the building, approximately 20 percent, will be used for the gift shop, while the remaining areas will be used for food prep and patron use in the restaurant. The applicant estimates seating of up to 60 patrons. The hours of operation will be normal business hours of surrounding businesses, open daily. The applicant has indicated that no type of frying equipment will be used at the facility, with cooked food prep limited to the use of a stove/oven.

Under Sec. 122-243 of the Land Development Code, the Central Business District permits retail businesses. The gift shop would be permitted under this section of the code. Under Sec. 122-244(a)(11) of the LDC, restaurants are permitted in the Central Business District through a Conditional Use Permit. The restaurant aspect of this proposal has warranted the Conditional Use Permit request by the applicant. Section 122-247(b)(2), Off-street parking, states “existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same.” The applicant is not changing square footage of the existing structure.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 6

The restaurant and gift shop are consistent with the area as a whole and would provide a business that is unique to the downtown area. The conditional use permit would provide the applicant an opportunity to redevelop this site into a more appropriate use, as permitted under the Central Business District and Downtown Mixed Use land use category, therefore, staff recommends approval of this request based upon the information presented.

Leila Shanoff, stated that she has been a business woman for 35 years in banking. She stated that she feels that Clermont would be a perfect location. She stated that tea rooms are unique and flourish in many small towns. She stated that she does everything herself, along with the help of her daughter Erika.

Mary Jo Pfeiffer, 789 W. Montrose St., stated that Erika's Tea Room will be next door to her existing business in downtown Clermont and she welcomes her.

Commissioner Harry Mason moved to recommend approval of the conditional use permit; seconded by Commissioner Thomas Spencer. The vote was unanimous to recommend approval for the conditional use permit to City Council.

There being no further business, the meeting was adjourned at 7:51 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Administrative Assistant

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a restaurant in the Central Business District at the following location:

LOCATION

787 West Montrose Street

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

This request will be considered by the Planning & Zoning Commission on Tuesday, March 4, 2014 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 25, 2014 at 7:00pm.

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, MMC
City Clerk

Daily Commercial
February 25, 2014 and March 18, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, March 25, 2014					
Agenda Item Name					
Resolution No. 2014-09 <i>Kingdom Revelation Ministries</i> <i>Conditional Use Permit</i>					
Requested Action					
Move to approve Resolution No. 2014-09					
Staff Report					
Kingdom Revelation Ministries The applicant is requesting a Conditional Use Permit to establish a house of worship in the C-2 zoning district. The applicant/church proposes to occupy a 28,000 square foot office/retail building available at 290 Citrus Tower Blvd. The church plans to utilize the upper floor for administrative offices, a nursery for kids during services, and for smaller assemblies on Wednesday evenings and Sundays. The first floor will be used for assemblies/gatherings (approx. 7,000 square feet), and will also retain the existing 7,400 square feet for general retail and commercial sales. <i>Commissioner Thomas Spencer moved to recommend approval of the conditional use permit; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval for the conditional use permit to City Council.</i>					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Resolution 2014-09			CUP RES 2014-09.doc		

2.	Exhibit 2 and 3	CUP exhibits.doc
3.	Site plan	Site Plan.pdf
4.	Application	Application.pdf
5.	P&Z Minutes	P&Z Minutes.pdf
6.	Ad	CUP legal ad P&Z3-4-14,CC3-25-14.doc

CITY OF CLERMONT
RESOLUTION NO. 2014-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A HOUSE OF WORSHIP IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 4, 2014 recommended approval of this Conditional Use Permit to allow for a house of worship in the C-2 General Commercial zoning district; at the following location:

LOCATION:

290 Citrus Tower Boulevard

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 a Conditional Use Permit to allow for a house of worship in the C-2 General Commercial zoning district; 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. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
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.
4. The structure shall be inspected by the Fire Inspector for life safety requirements, all requirements must be met prior to any certificate of occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a certificate of occupancy being issued.

CITY OF CLERMONT
RESOLUTION NO. 2014-09

6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
7. 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.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
9. 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.
10. If, at a future date, parking at this site proves inadequate the applicant understands and agrees that the City may require additional parking or rescind this Conditional Use Permit.
11. Should the church use cease operations for a period greater than 180 days, a new Conditional Use Permit shall be required.

Section 2 – Land Use

1. 290 Citrus Tower Blvd. may be used as a church facility in addition to any permitted C-2 uses.

CITY OF CLERMONT
RESOLUTION NO. 2014-09

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of March, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 2

DEVELOPMENT NAME: Kingdom Revelation Ministries
APPLICANT: Kingdom Revelation Ministries
GENERAL LOCATION: 290 Citrus Tower Blvd.

EXISTING ZONING: C-2 General Commercial (as part of a Planned Unit Development)
EXISTING LAND USE: Retail/Office
FUTURE LAND USE: Commercial

SURROUNDING CONDITIONS:

	<u>FUTURE LAND USE</u>	<u>ZONING</u>	<u>EXISTING LAND USE</u>
NORTH:	Commercial	C-2 General Commercial	Vacant
SOUTH:	Public Facilities / Institutional	C-2 General Commercial	Church
EAST:	City of Minneola/ Residential	City of Minneola/ Residential	Residential
WEST:	Commercial	C-2 General Commercial.	Commercial

Road Classification: Citrus Tower Blvd. – Collector
Utility Area: City of Clermont Water / Sewer
Site Utilities: City of Clermont Water / Sewer
Site Visit: 2-20-14
Signs Posted: By applicant

DEVELOPMENT NAME: Kingdom Revelation Ministries



Exhibit 3

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. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
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.
4. The structure shall be inspected by the Fire Inspector for life safety requirements, all requirements must be met prior to any certificate of occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a certificate of occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
7. 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.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
9. 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.
10. If, at a future date, parking at this site proves inadequate the applicant understands and agrees that the City may require additional parking or rescind this Conditional Use Permit.
11. Should the church use cease operations for a period greater than 180 days, a new Conditional Use Permit shall be required.

Section 2 – Land Use

1. 290 Citrus Tower Blvd. may be used as a church facility in addition to any permitted C-2 uses.

RECORD SURVEY

CITRUS TOWER VILLAGE PRESCO OFFICE BUILDING CLERMONT, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 18, T22S, R28E, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 145, LAKEWOOD RIDGE PHASE 5 AS RECORDED IN PLAT BOOK 35, PAGE 79 OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE S01°08'09"W ALONG THE WESTERLY LINE OF SAID LAKEWOOD RIDGE PHASE 5, A DISTANCE OF 968.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CITRUS TOWER BOULEVARD 4A 100-FOOT RIGHT OF WAY; THENCE N89°27'31"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID CITRUS TOWER BOULEVARD A DISTANCE OF 84.17 FEET FOR A POINT OF BEGINNING.

THENCE CONTINUE N89°27'31"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID CITRUS TOWER BOULEVARD, A DISTANCE OF 240.93 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID CITRUS TOWER BOULEVARD, N00°30'54"E, A DISTANCE OF 429.31 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT, (SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 110°58'40" AND A CHORD BEARING AND DISTANCE OF S41°04'20"E 342.25 FEET) NORTHERLY, NORTHEASTERLY AND EASTERLY A DISTANCE OF 68.09 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 54°58'13" AND A CHORD BEARING AND DISTANCE OF S41°04'20"E 342.25 FEET) EASTERLY, SOUTHEASTERLY AND SOUTHERLY A DISTANCE OF 355.73 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF NON-TANGENCY ON A CURVE, FROM WHICH THE RADIUS POINT BEARS S76°23'57"W; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 309.90 FEET, A CENTRAL ANGLE OF 43°48'47" AND A CHORD BEARING AND DISTANCE OF S08°41'40"E 88.72 FEET SOUTHERLY FOR A DISTANCE OF 88.94 FEET TO A POINT OF NON-TANGENCY ON A CURVE, FROM WHICH THE RADIUS POINT BEARS S89°40'43"W; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 45°18'21" AND A CHORD BEARING AND DISTANCE OF S22°45'43"W 68.59 FEET) SOUTHERLY AND SOUTHERLY A DISTANCE OF 68.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 44°27'41" AND A CHORD BEARING AND DISTANCE OF S22°45'43"W 68.59 FEET) SOUTHERLY AND SOUTHERLY A DISTANCE OF 68.29 FEET TO A POINT; THENCE LEAVING SAID CURVE, S00°32'29"W, A DISTANCE OF 19.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.3455 ACRES (102188.92 SQ FT), MORE OR LESS.

LEGEND

- UTILITY PEDESTAL
- CLEAN OUT
- BACKFLOW PREVENTER
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- WATER METER
- CROSS WALK SIGNAL POLE
- IRRIGATION CONTROL VALVE
- PROPERTY CORNER
- VALVE
- FIRE HYDRANT
- LIGHT POLE
- STORM DRAINAGE INLET
- HANDRAIL
- STORM DRAINAGE LINE
- ELEV. ELEVATION

NOTES

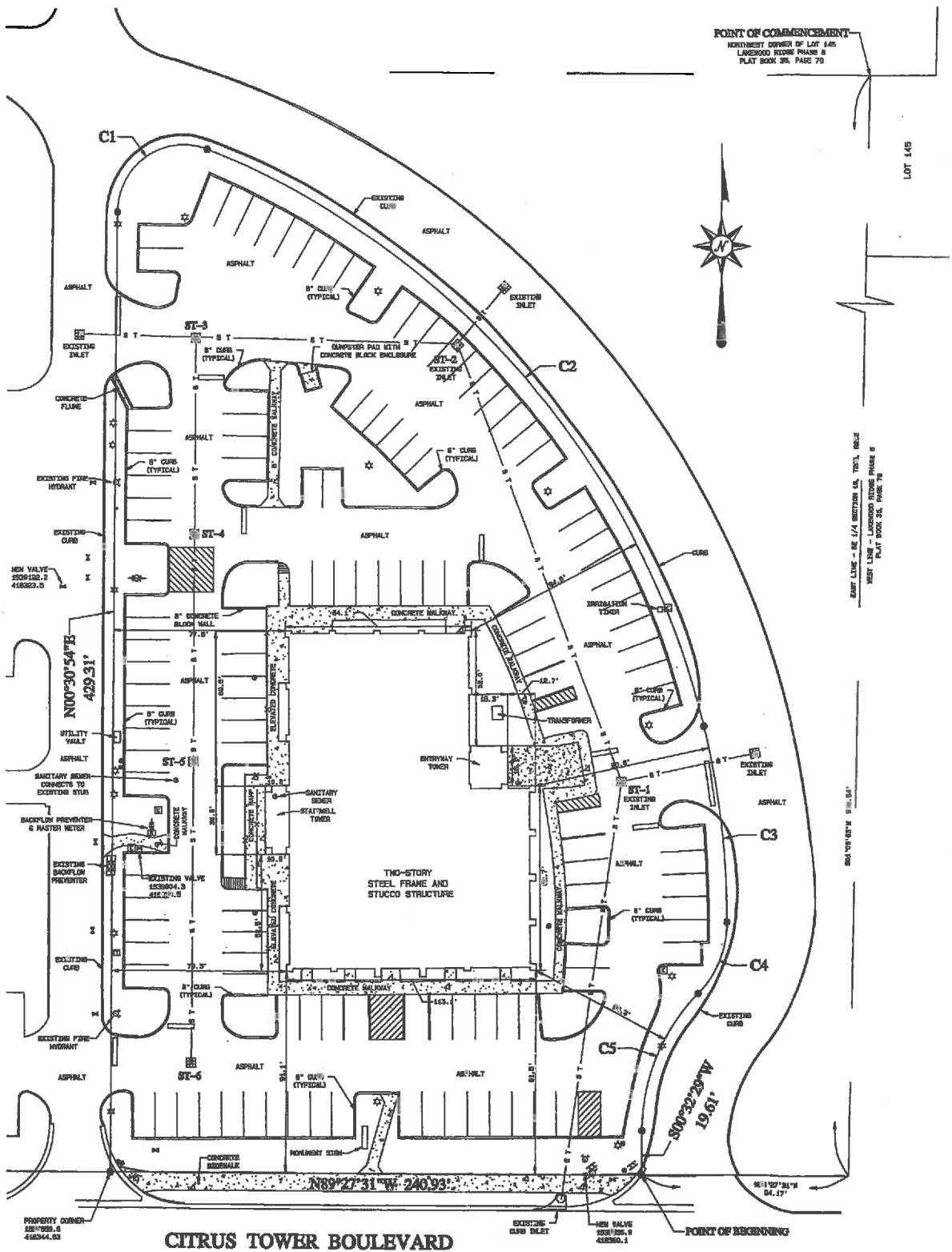
- THE PURPOSE OF THIS SURVEY IS TO SHOW THE AS-BUILT CONDITION OF IMPROVEMENTS RECENTLY CONSTRUCTED ON THE SUBJECT PROPERTY.
- THIS SURVEY WAS MADE FOR THE PARTY OR PARTIES LISTED IN THE TITLE BLOCK AND SHALL NOT BE USED BY ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
- THIS IS NOT A BOUNDARY SURVEY.
- BOUNDARY INFORMATION AND THE LEGAL DESCRIPTION SHOWN ON THIS SURVEY WERE TAKEN FROM A BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY LEADING EDGE LAND SERVICES, INC., FOR PRESCO ASSOCIATES, LLC, DATED AUGUST 26, 2005.
- THE VERTICAL DATUM USED FOR THIS SURVEY IS NAVD 83. THE BENCHMARK USED FOR THIS SURVEY IS A 6"x8" FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT STAMPED 197A/A018 AND LOCATED NEAR THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 AND APPROXIMATELY 250 FEET NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF CITRUS TOWER BOULEVARD. THIS MONUMENT BEARS AN ELEVATION OF 209.78 FEET AS SHOWN ON A RIGHT-OF-WAY AND TOPOGRAPHIC SURVEY BY FLORIDA GEODETIC SURVEYING AND MAPPING, INC., FOR PRESCO, LLC, DATED 10-22-04, PROJECT #02020.0018.
- ONLY VISIBLE, ABOVE-GROUND IMPROVEMENTS WERE LOCATED AS A PART OF THIS SURVEY.

STORM DRAINAGE AS-BUILT DATA

STRUCTURE	TOP	INVERT ELEV.	INVERT ELEV.	INVERT ELEV.
ST-1	217.18'	210.66' (NE)	208.37' (SW)	208.27' (NW)
ST-2	212.79'	201.92' (NE)	206.60' (SE)	201.84' (N)
ST-3	208.65'	202.25' (E)	202.45' (S)	202.25' (W)
ST-4	212.68'	204.94' (N)	205.04' (S)	-
ST-5	213.44'	208.85' (N)	209.97' (E)	208.74' (S)
ST-6	218.60'	212.10' (N)	-	-

CURVE TABLE

CURVE	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	30.00'	58.09'	110°58'40"	N55°59'14"E	49.43'
C2	371.00'	355.73'	54°58'13"	S41°04'20"E	342.25'
C3	368.90'	88.84'	13°48'47"	S08°41'40"E	88.72'
C4	43.00'	35.60'	45°18'21"	S22°45'43"W	34.68'
C5	88.00'	68.29'	44°27'41"	S22°45'43"W	68.59'



SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.

DATE:

THOMAS A. KOHN, PLS #4640
OR WILLIAM F. BENARD, LBS #5828
OR CHRISTOPHER J. STELLY, LBS #8445
OR KEVIN J. INGRAM, LBS #4157

RECORD SURVEY

CITRUS TOWER VILLAGE PRESCO OFFICE BUILDING
A PORTION OF SECTION 18, T22S, R28E
CLERMONT, LAKE COUNTY, FLORIDA

FOR
PRESCO ASSOCIATES, LLC

LEADING EDGE
LAND SERVICES

6700 PERSIMMON DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 381-8730
FAX: (407) 381-8824

www.leadingedgeia.com
FLORIDA LICENSED BUSINESS NUMBER LB 6345



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 02/11/2014

FEE: _____

PROJECT NAME (if applicable): Presco Professional Center

APPLICANT: Kingdom Revelation Ministries, Inc

CONTACT PERSON: Chris Dutruch

Address: 1585 Kennesaw Dr.

City: Clermont State: Florida Zip: 34711

Phone: 352-978-7050 Fax: _____

E-Mail: pastorchrisc@celebrationofpraise.net

OWNER: Redus Florida Commercial LLC

Address: 3563 Phillips Hwy STE 601E

City: Jacksonville State: FL Zip: 32207

Phone: _____ Fax: _____

Address of Subject Property: 290 Citrus Tower Blvd Clermont, FL 34711

General Location: At the intersection of Citrus Tower Blvd and Grand Hwy. Directly behind the Publix building

Legal Description (include copy of survey): See the Attached Lake County Property Appraiser Report Card

Land Use (City verification required): _____

Zoning (City verification required): _____

**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.
See the attached description

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Kingdom Revelation Ministry
Applicant Name (print)


Applicant Name (Signature)

REDUS Florida Commercial, LLC
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
Planning & Zoning Department
686 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394-3542

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 4

Chairman Nick Jones asked what the mix was of one, two, and three bedroom units and how many parking spaces.

Mr. Kruse stated that there are 24 three bedroom units, 68 two bedroom units, and there are 196 parking spaces.

Commissioner Harry Mason asked if there was only one entrance to the property.

Mr. Kruse stated that there are two entrances to the property.

Commissioner Thomas Spencer moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Harry Mason. The vote was 3-1 to recommend approval for the small-scale comprehensive plan amendment to City Council, with Commissioner Herb Smith opposing.

Commissioner Harry Mason moved to recommend approval of the rezoning to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the rezoning to City Council, with Commissioner Thomas Spencer opposing.

Commissioner Harry Mason moved to recommend approval of the conditional use permit to not exceed 10 units per acre; seconded by Commissioner Herb Smith. The vote was 3-1 to recommend approval for the conditional use permit to City Council, with Commissioner Thomas Spencer opposing.

4. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Kingdom Revelation Ministries

APPLICANT: Kingdom Revelation Ministries

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a Conditional Use Permit to establish a house of worship in the C-2 zoning district. The applicant/church proposes to occupy a 28,000 square foot office/retail building available at 290 Citrus Tower Blvd. The church plans to utilize the upper floor for administrative offices, a nursery for kids during services, and for smaller assemblies on Wednesday evenings and Sundays. The first floor will be used for assemblies/gatherings (approx. 7,000 square feet), and will also retain the existing 7,400 square feet for general retail and commercial sales.

Chris Dutruch, 1585 Kennesaw Dr., stated that the use of this building is to operate offices during the week and small assemblies on Wednesday evenings. He stated that their Sunday congregation will continue to meet at the Celebration of Praise location until they can do

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 4, 2014**

Page 5

something different in the future. He stated that the Citrus Tower Boulevard location will probably only be utilized Monday through Saturday. He stated that this property has been vacant for a while, and it will fit what they need for the next few years.

Commissioner Thomas Spencer stated that he is a member of the church and is also involved in this ministry; however, he does not have any financial gain of the project.

Commissioner Harry Mason asked what are the “other associated ministries” that are mentioned in the staff report.

Mr. Dutruch stated that if there were smaller congregations that would like to meet at the Citrus Tower Boulevard location on Sundays, they would like to be able to accommodate them.

Commissioner Thomas Spencer moved to recommend approval of the conditional use permit; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval for the conditional use permit to City Council.

5. REQUEST FOR CONDITIONAL USE PERMIT

DEVELOPMENT NAME: Erika’s Tea Room & Gifts

APPLICANT: Leila Shanoff

Senior Planner John Kruse presented the staff report as follows:

The applicant, Leila Shanoff, is requesting a Conditional Use Permit to allow a restaurant and gift shop in the Central Business District. The applicant desires to operate an English style tea room and gift shop. The proposed location is an existing building located at 787 West Montrose Street. The building is a single story structure with an interior square footage of 1,925 square feet. The front portion of the building, approximately 20 percent, will be used for the gift shop, while the remaining areas will be used for food prep and patron use in the restaurant. The applicant estimates seating of up to 60 patrons. The hours of operation will be normal business hours of surrounding businesses, open daily. The applicant has indicated that no type of frying equipment will be used at the facility, with cooked food prep limited to the use of a stove/oven.

Under Sec. 122-243 of the Land Development Code, the Central Business District permits retail businesses. The gift shop would be permitted under this section of the code. Under Sec. 122-244(a)(11) of the LDC, restaurants are permitted in the Central Business District through a Conditional Use Permit. The restaurant aspect of this proposal has warranted the Conditional Use Permit request by the applicant. Section 122-247(b)(2), Off-street parking, states “existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same.” The applicant is not changing square footage of the existing structure.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a house of worship in the C-2 General Commercial zoning district at the following location:

LOCATION

290 Citrus Tower Boulevard

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

This request will be considered by the Planning & Zoning Commission on Tuesday, March 4, 2014 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 25, 2014 at 7:00pm.

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, MMC
City Clerk

Daily Commercial
February 25, 2014 and March 18, 2014