



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, July 25, 2017**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Parks and Recreation Month

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the June 13, 2017
Regular Council Meeting minutes.

Item No. 2 - Change Order

Consider change order from Tetra Tech
for the Sunburst Lower Floridan Well
project in the budgeted amount of
\$167,837.00.

Item No. 3 - Fee reduction request

Consider request of a reduced rate for
use of the Arts and Recreation Center
pool for the East Ridge High School
Swim Team.

Item No. 4 - Resolution No. 2017-34

Consider approval of sale of city owned
property within the Downtown Central
Business District for the purchase price
of \$195,000.

Item No. 5 - Resolution No. 2017-35

Consider authorizing the surplus and quit
claim of .157 acres between E. Montrose
Street and E. Desoto St.

UNFINISHED BUSINESS

Item No. 6 - Resolution No. 2017-23
Heritage Hills

Consider amendment to a Conditional
Use Permit to allow for the elimination
of a requirement for a sidewalk along
Hartwood Marsh Road.

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Item No. 7 - Variance Request
Mobil Gas Station

Consider variance request to allow installation of native plants and no irrigation at a commercial site located east of the Highway 50 and U.S. Highway 27 interchange.

NEW BUSINESS

Item No. 8 - Variance Request
Vaughn

Consider request to allow for a rear yard setback of 14 feet for property located at 13551 Laranja Street.

Item No. 9 - Variance Request
Clark

Consider request to allow for a rear yard setback of 20 feet for property located at 1440 Cabot Drive.

Item No. 10 - Variance Request
Growler USA

Consider request to allow for a reduction of 16 parking spaces for a new restaurant in an existing building at the Clermont Crossings shopping center.

Item No. 11 - Resolution No. 2017-29
Citrus Tower Park

Consider a Conditional Use Permit to allow for a commercial shopping center within the Lost Lake Reserve Planned Unit Development.

Item No. 12 - Ordinance No. 2017-31 *Introduction*

Consider request to amend Chapter 22 of the City's Code pertaining to Cemeteries.

Item No. 13 - Proposed Ad Valorem Millage Rate

Consider approval of proposed ad valorem millage rate of 4.2061 for Fiscal Year 2018

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.



WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Clermont; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the City of Clermont recognizes the benefits derived from parks and recreation resources;

NOW THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, Lake County, Florida, do hereby proclaim the month of July as

PARKS AND RECREATION 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 July, two thousand and seventeen.

Gail L. Ash Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 13, 2017

Clermont City Council met in a regular meeting on Tuesday, June 13, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Travis and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Noak.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

VFW 2017 Public Service Award

Fire Chief Bishop introduced Veterans of Foreign Wars Post Commander Schuh. Commander Schuh presented the VFW 2017 Public Service Award to Firefighter/Emergency Medical Technician Blake McCorkle.

Fiscal Year 2017 Quarterly Budget Update

Finance Director VanZile presented the quarterly budget update for October 1, 2016 through March 31, 2017. The Infrastructure Sales Tax, Public Services Utility Tax, State Shared Revenues, and Franchise Fees are under the 50 percent projected revenue level; however, it was anticipated the funds will increase to the budgeted amounts by the end of the fiscal year. The Building Services Fund and Fire Inspection Fund revenues are under budget due to rate adjustments and the Stormwater Fund is under budget due to a loan. The Public Works expenditures are higher than projected due to the large capital projects during the first six months of the Fiscal Year.

Economic Development Update

Economic Development and Community Redevelopment Agency Director Schmidt provided an update on the economic development and tourism initiatives in the downtown waterfront area. Tourism events have included Sommer Sports events, National Training Center Triathlon Camps, Canoe and Kayak training, Rowing, Wakeboarding, filming at Lake Hiawatha Preserve, and Clermont Sailing Club events. The City has reached out and held monthly meetings, financial services meetings, and concierge support services. Ms. Schmidt provided information on future businesses which included Clermont Cabanas, Jalea Bakery, Sweet, Gray Collective Bridal, Clermont Barn Brewery, Savoree, Michael Ali Coal Fired Pizza, and Sun creek Brewery.

Council Member Goodgame asked of future occupancy at the prior Sweetbay grocery store location. Economic Development and Community Redevelopment Agency Director Schmidt stated Lucky's Market will be occupying the space at the prior Sweetbay location.

Council Member Mullins inquired of the Savoree and Michael Ali Coal Fired Pizza relocations. Economic Development and Community Redevelopment Agency Director Schmidt commented the businesses will close their Winter Garden operations after establishing their businesses in Clermont.

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City Manager Gray thanked Economic Development and Community Redevelopment Agency Director Schmidt. Economic Development Director Schmidt; Capital Planning, Grants, and Projects Director Kinzler; Development Services; the Fire Department, and the Building Services Department are part of a team called the Fixer Team to assist businesses through the development process.

Mayor Ash commended Economic Development and Community Redevelopment Agency Director Schmidt for her work.

PUBLIC COMMENTS

Chris Barrett; 2785 Falcon Ridge, thanked Mayor Ash and the employees for their assistance during the Caribbean Jerk Festival.

Cuqui Whitehead; 700 Hook Street, thanked the employees for their assistance during the Caribbean Jerk Festival and spoke of the positive comments she hears from visitors regarding City of Clermont events.

Jim Harrison; Swimming for Life, thanked the City for participating in Water Safety Day.

REPORTS

City Manager Gray announced the Victory Pointe groundbreaking ceremony would be held at the Historic Village on June 14, 2017 at 10am.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame reported on attending the Minneola Turnpike Exchange ribbon cutting ceremony and the South Lake Chamber of Commerce breakfast. Mr. Goodgame asked the City to request Lake County install additional speed limit signs on Citrus Tower Boulevard from Oakley Seaver Drive to State Road 50.

Mr. Goodgame reported the Sumter County Board of County Commissioners contacted Governor Rick Scott regarding the Lake Sumter Metropolitan Planning Organization. The Sumter County Board of County Commissioners is unhappy with their voting representation on the Lake Sumter Metropolitan Planning Organization and with the performance of Lake Sumter Metropolitan Planning Organization Executive Director TJ Fish. The Lake County Board of County Commissioners will hold a meeting to discuss the Lake County Metropolitan Organization.

Council Member Mullins inquired of action the City could take, such as adopting a Resolution.

Council Member Goodgame indicated any action the City may take would be known after the Lake County Board of County Commissioners meeting.

City Attorney Mantzaris stated the Lake Sumter Metropolitan Planning Organization Governing Board will meet on August 23, 2017. The Lake County Board of County Commissioners will address the issue on July 20, 2017.

Council Member Mullins commented on the recent rains during events.

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Council Member Travis stated she rode the bicycle path at the new Minneola Turnpike interchange. The bicycle path to County Road 561A is near completion.

Mayor Ash reporting on attending the Clermont First United Methodist Church ceremony for Eagle Scout Miller-Ullrich, the PDQ ribbon cutting ceremony, the Great Floridian Market Place opening, met with the Special Olympics staff regarding expanding their Olympic events in Clermont, attended the Minneola Turnpike Interchange opening event, the Caribbean Jerk Festival, and the Clermont Police Department promotion ceremony.

CONSENT AGENDA

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

- | | |
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| Item No. 1 – Change Order | Change order in the budgeted amount of \$72,219.92 for the existing Lower Floridian well project to be able to auger in the surface casing instead of vibrating in. |
| Item No. 2 – Proposal Award | Consider approval of Request for Proposals award to McDirmit Davis & Company, LLC. for auditing services. The contract amount is budgeted. |
| Item No. 3 – Contract Award | Consider request to piggyback the City of Tamarac contract with Office Depot, Inc. to purchase office supplies in the estimated amount of \$130,000.00. |
| Item No. 4 – Contract Award | Consider request to piggyback the City of St. Petersburg contract with Otto Environmental Systems, LLC. to provide refuse container, compactors, and related products in the estimated budgeted amount of \$82,000.00. |
| Item No. 5 – Event Request and Open Container | Consider approval for the South Lake Chamber to have an open container area for their annual Taste of South Lake event at Waterfront Park on November 2, 2017. |
| Item No. 6 – Resolution No. 2017-26 | Consider approval of resolution allowing the City to conduct bingo games at the Arts and Recreation Center. |
| Item No. 7 – Resolution No. 2017-27 | Consider approval of resolution amending the fee schedule to include additional Parks and Recreation Department fees. |

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

UNFINISHED BUSINESS

Item No. 8 – Ordinance No. 2017-24, Final - The Vue Planned Unit Development Amendment

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

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

Planning Manager Henschel presented the request to amend the Planned Unit Development granted in June 2016. The applicant is proposing to eliminate the multi-family portion of the project to develop the area as a senior housing or age-restricted housing with 324 units.

The applicant is requesting waivers to develop the site as proposed. The applicant is requesting up to 28 feet of cut and fill, allow monument signs to a maximum height of 22 feet, and add veterinary, self-storage, assisted living facility, daycare, and private and charter schools as allowable uses.

The Planning and Zoning Commission unanimously recommended denial of the request. Staff recommended denial of the request.

Johnathan Moore; Applicant, stated the benefit of the change request was the site would not be overdeveloped. The monument signs need to be taller than allowed by City Code due to the existing Florida Department of Transportation berm; however, due to Council concerns regarding the signs, the request is for a total of five signs up to 22 feet in height. The assisted living facility use was added as there is a need in the community.

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

Council Member Bates asked of the change to the cut and the fill. Mr. Moore stated the extreme elevation changes from State Road 50 to Hook Street prevents the project from obtaining the City's setback requirements without the cut and fill request.

Council Member Travis expressed concern of the additional allowable uses and requested the specific uses and their locations be provided.

Mr. Moore inquired which uses were of concern. The uses which are of concern could come back before the Council in the future.

Council Member Travis indicated the only feasible additional allowable use would be the assisted living facility.

Mayor Ash asked of the locations for the amended allowable uses. Mr. Moore commented the additional allowed uses would be off of Hook Street and one lot off of Stated Road 50.

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Council Member Travis and Mayor Ash spoke in opposition of the self-storage use.

Council Member Goodgame inquired if the senior housing units would be similar in design to the previously approved apartments. Mr. Moore indicated the units would look different.

Council Member Goodgame stated he would like to see the conceptual plans for the senior housing units. He requested the units be made of concrete block construction and have elevators in the units with three or more floors.

Mr. Moore stated he could provide a conceptual architectural design plan on the senior housing units and the self-storage facility.

Mayor Ash was opposed to the self-storage facility use on Highway 50 and locating private or charter schools off of Hook Street.

Council Member Mullins commented prior discussions of the self-storage facility use was to have the use limited to lot 12 and go through the architectural review process.

City Manager Gray stated if any plan submitted to staff does not meet City Code, the plan would come before the City Council.

Council Member Mullins expressed concern of the lack of conceptual plans when a project is within a Planned Unit Development. Mr. Mullins questioned the need for a 28 foot cut and fill.

Mayor Ash suggested reducing the number of units for the senior housing use to decrease the amount of cut and fill. Ms. Ash spoke in agreement with Council Member Goodgame on providing a conceptual design plan.

Council Member Goodgame asked of the time Mr. Moore would require to return with a conceptual design.

Mr. Moore requested Council address and approve the variances and require each individual additional use to return to Council for review of the architectural design and site plan.

City Attorney Mantzaris rephrased Mr. Moore's request. Mr. Moore would like to add a condition indicating he would return to the City Council with architectural designs and site plans when he was ready to proceed developing any of the additional uses listed.

Council Member Travis was opposed to all of the additional uses except the assisted living facility.

Council Member Travis stated Lots 7, 8, 9, 10, 11, 12 should be restricted to an assisted living facility. Ms. Travis was opposed to placing a self-storage facility off State Road 50 on Lot 6.

Mr. Moore commented he would remove the self-storage and private school uses.

Council Member Mullins stated 1 ½ acres was not enough land for a school unless the educational facility was similar to a night class type facility.

Mayor Ash opined combining several lots would allow room for a private or charter school.

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Council Member Mullins was opposed to taller monument signs on Hook Street.

Council Member Goodgame suggested tabling the request to allow staff to meet with Mr. Moore and include the details within the proposed Planned Unit Development amendment.

Mayor Ash reviewed Council's requested changes. The Council is opposed to a self-storage facility and private charter schools. The monument signs on Hook Street will adhere to City Code.

Mayor Ash asked Mr. Moore of any objection to tabling the request to the next Council meeting and meeting with staff on the uses and the monument signs.

Mr. Moore had no objection.

Council Member Goodgame moved to table Ordinance 2017-24 to June 27, 2017; seconded by Council Member Mullins. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 9 – Resolution No. 2017-28, *Master Plan Capital Projects Revenue Note*

Deputy City Clerk Noak read Resolution 2017-28 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida authorizing the issuance of not to exceed \$30,000,000 Master Plan Capital Projects Revenue Note, Series 2017 to finance all or a part of the costs of certain master plan capital projects described herein and to pay related closing costs; providing that such note shall be a limited obligation of the City payable solely from non-ad valorem revenues budgeted and appropriated as provided herein; providing for the rights, securities and remedies for the owner of such note; making certain covenants and agreements in connection therewith; and providing an effective date.

Finance Director VanZile stated at the April 11, 2017 Council meeting staff presented a financing plan to fund the construction of Victory Pointe, Boat Ramp Relocation, Downtown Waterfront District Revitalization, Legacy Loop Trail Spur and Public WiFi Network. The plan provided for the use of approved grants, reserve funds, and a bank loan up to \$24,000,000.

The City received proposals from four lenders and staff recommended accepting the proposal from Pinnacle Public Finance for a 15-year loan with a 2.63 percent fixed interest rate.

The City sought to increase the loan amount to \$30,000,000 based on the same terms in order to fund the City Limits Signage and the Public Works Complex projects. Pinnacle Public Finance agreed to the increased loan amount. Staff recommended increasing the loan amount to \$30,000,000.

The average annual debt service will be approximately \$2.4 million beginning in December 2017 and will be paid from the Infrastructure Sales Tax, Recreation Impact Fees, Stormwater Fees, and Sanitation Fees. General Fund revenues will not be used.

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The Stormwater Fees and Sanitation Fees study currently in progress will be updated to include the eligible debt service portions of the Victory Pointe and Public Works Complex projects. The monthly increase to residential customers will be approximately \$1.20 for Stormwater Fees and \$0.40 for Sanitation Fees.

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

Council Member Mullins inquired of the rate increase for commercial customers. Finance Director VanZile stated the stormwater fee is based on impervious surface area and the fee would vary. The sanitation fee is a flat rate charge.

Council Member Goodgame asked where the funds would be deposited. Finance Director VanZile stated the funds would be in the Florida Educational Investment Trust Fund pool which earns interest.

Council Member Goodgame spoke in favor of approval.

Council Member Bates inquired of using the funds for other purposes. Finance Director VanZile commented there was some flexibility with the interest earnings of the loan.

Mayor Ash asked of the risk of placing the funds into the Florida Educational Investment Trust Fund pool. Finance Director VanZile stated the Florida Educational Investment Trust Fund pool was researched and would be managed by the City's financial advisory firm, Public Financial Management Group.

Council Member Goodgame moved for approval of Resolution 2017-28; seconded by Council Member Travis. The motion passed with all members present voting aye.

Mayor Ash recessed the meeting at 8:17pm. Mayor Ash reconvened the meeting at 8:28pm.

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

Item No. 11 – Letters of Interest for 922 Minneola Avenue

Economic Development and Community Redevelopment Agency Director Schmidt stated the purpose was to share the outcome following the solicitation of the Letters of Interest regarding the former Police Station on Montrose Street and 922 Minneola Avenue.

Richard Levy; Levy Consulting, congratulated the Council for approving the loan. The City adopted the Downtown Waterfront Master Plan to transform the area into a vibrant and walkable core of the City. The desired outcome was to have a development which supports retail, entertainment, residential, and employment opportunities. The Request for Letter of Intent were issued on March 30, 2017 for the former Police Headquarters on Montrose Street and three parcels known as the Victory Way tract. The responses were due May 8, 2017. The evaluation criteria used in considering the proposals were the intended use, proposed purchase price, site program, site context, projected revenue for the City, employment generation, non-monetary community benefits, the alignment with the Master Plan, financial strength of the purchaser, anticipated fund source, due-diligence period, minimum time to close, construction period prior to occupancy, team member biographies, certifications, development timing, and development team experience with references.

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Mr. Levy presented the Letters of Interest for the former Police Station on Montrose Street, Item 10. The City received proposals from Lake-Tech, Lake-Sumter and Redd Ash Technologies; and Doctors Casavant and Kerpsak. Mr. Levy reviewed the responses and recommended approval of ranking Doctors Casavent and Kerpsak first and directing City Manager Gray to negotiate the sales contract.

Mayor Ash opened the public hearing.

Ed Apodaca expressed concern of parking and asked the City's parking be considered prior to approval of the sales contract.

Mayor Ash closed the public hearing.

City Manager Gray stated the doctors would park on the site and Economic Development and Community Redevelopment Agency Director Schmidt is part of the negotiations team with the doctors and will work with them on the parking. The contract will go before the City Council for approval.

Council Members Mullins, Travis, and Goodgame spoke in agreement with the recommended action.

Council Member Bates moved to approve Item 10 as recommended; seconded by Council Member Travis. The motion passed with all members present voting aye.

Mr. Levy presented Item 11; Letters of Interest for 922 Minneola Avenue, known as the Victory Way Tract. The City received proposals from Mark Chodos, Wallace Design Build, and Graff Development. Mr. Levy reviewed the responses and recommended approval of ranking Graff Development first and directing City Manager Gray to negotiate the sales contract.

Mayor Ash opened the public hearing.

Attorney Jimmy Crawford; representing Chodos and Wallace Design Build, provided additional information in response to the Evaluation Criteria. Wallace Design Build has historically invested in the Clermont Downtown area and could do a lease back and build when the City is ready to move forward. The proposal would include 14 three-bedroom units.

Mark Graff; Graff Development, stated he appreciated the recommendation and would work with staff on the density of the proposed project.

Council Members Mullins disclosed speaking to Mr. Graff.

Council Member Travis disclosed speaking to Mr. Wallace.

Council Member Travis inquired if the conceptual site plan and architectural photos provided were what Mr. Graff intended to build. Mr. Graff indicated it was a replica of what the building site and project could look like. He stated the parking would be located underneath the building.

Council Member Mullins was in agreement with the recommended action.

Council Member Goodgame asked Mr. Graff if he would be interested in other properties which may come available in the future. Mr. Graff stated he would be interested.

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Council Member Goodgame moved to accept Item 11 as recommended; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 12 – Waterfront Site Plan Presentation

City Manager Gray commented the Waterfront Site Plan was for information only.

Economic Development and Community Redevelopment Agency Director Schmidt presented the proposed preliminary site plan for reuse of City owned property on Lake Minneola.

Council Members Goodgame and Mullins expressed concern of parking.

Economic Development and Community Redevelopment Agency Director Schmidt stated the consultant was working on a parking plan.

Item No. 13 – Ordinance No. 2017-25, Introduction – Comprehensive Plan Amendment

Deputy City Clerk Noak read Ordinance 2017-25 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 for introduction of Ordinance 2017-25; seconded by Council Member Mullins. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 9:02pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Change Order		
Requested Action		
Recommend to approve the change order from Tetra Tech for the Sunburst Lower Floridan Well project for additional services due to the extended construction time and additional construction oversight in the amount of \$167,837.00.		
Staff Report		
Environmental Services is requesting approval of this change order for additional funds for the Sunburst Lower Floridan Well project. This is for the second well on the site. The first well on site took longer, which delayed the start of the second well. Tetra Tech needs to be on site during certain key stages, so there is a need for additional time and reporting on this project, as per state requirements.		
Additional Analysis		
Fiscal Impact Summary		
The requested amount of \$167,837.00 to the engineering of the Lower Floridan Well project is included in the proposed FY 2018 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Lower Floridan Well Change Order		LFA CO with Form.pdf

CHANGE ORDER FORM

Purchase Order Number: _____	Bid Number: _____
Change Order Number: <u>1</u>	Change Order Date: <u>Jul 7, 2017</u>
Project Name: <u>Sunburst WTP - LFA Wells</u>	Department: _____
Job Location: <u>Sunburst WTP - Clermont, Florida</u>	

VENDOR INFORMATION:

Company Name: <u>Tetra Tech</u>	
Address: <u>201 E. Pine Street, Suite 1000</u>	City, St., Zip: <u>Orlando, FL 32801</u>
Contact Name: <u>Jon D. Fox, P.E.</u>	Telephone: <u>407-839-3955</u>

DESCRIPTION OF CHANGE:

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

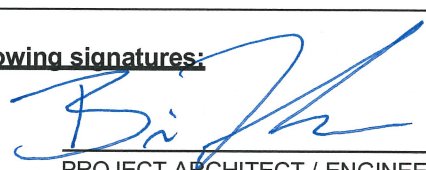
This change order is associated with additional services due to the extended construction time and additional construction oversight. Further details along with a cost breakdown have been included in the detailed scope of services attached hereto.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE	\$ 233,684.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over 15% of contract price, not to exceed \$49,999 OR if funds are not available in the approved budget for the Department.</i>	\$ 167,837.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	% 71.8%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$ 167,837.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>15% Maximum</i>	% 71.8%
G.	NEW CONTRACT VALUE (A+E)	\$ 401,521.00

This Change Order is not valid without the following signatures:

CONTRACTOR

Date


PROJECT ARCHITECT / ENGINEER

7/9/17
Date

DEPARTMENT DIRECTOR

Date

PURCHASING DIRECTOR / CITY MANAGER

Date

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

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Date

Tracy Ackroyd, City Clerk

Date



July 6, 2017

Mr. James Kinzler, CPM, EA
Director of Capital Planning, Grants and Projects
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

**Subject: City of Clermont
Change Order No. 1 for the
Sunburst Water Treatment Plant – Lower Floridan Aquifer Wells**

Project #: 200-BPClermont

Dear Mr. Kinzler:

Attached for your review and consideration is our change order for professional services associated with the above referenced project. This change order is associated with additional services due to the extended construction time and additional oversight. Further details along with a cost breakdown have been included in the detailed scope of services attached hereto.

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

Very truly yours,

Approved:

Tetra Tech

City of Clermont

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

Jon D. Fox, P.E.
Vice President

By: _____

Date: _____

Attachments

JDF/ab/Clermont/Sunburst WTP LFA Wells/Kinzler 070617

C: Brian Foulkes, PE, Tetra Tech
Miguel Garcia, PG, Tetra Tech

ATTACHMENT A

CITY OF CLERMONT

EASTSIDE LOWER FLORIDAN AQUIFER EXPLORATORY/ TEST PRODUCTION WELL AND POTABLE WATER SUPPLY WELL

CHANGE ORDER NO. 1

I. OVERVIEW

The City is currently in the construction and testing phase of two (2) new Lower Floridan Aquifer (LFA) production wells on the Sunburst Water Treatment Plant (WTP) to meet future demands and to reduce reliance on existing Upper Floridan Aquifer (UFA) wells at the Sunburst WTP. The initial construction period for the project was 270 days to Substantial Completion (SC) and 300 days to Final Completion (FC). Currently the estimated construction time is estimated to be 619 days to SC and 649 days to FC. The revised completion date provided by the drilling contractor includes an additional 349 days over the duration of the original contract. Some reasons for the delays are described below:

- The contractor requested a multiple construction variances (materials and methods) from St. Johns River Water Management District for installation of the 48-inch surface casing. Due to availability of materials and issues with the vibratory construction method.
- Additional size 44-inch casing was required, due issues with the vibratory construction method.
- Additional delays incurred during drilling of the pilot, due to slough in hole and equipment issues (small air compressor, limited drill pipe weight, clutch repair, etc.) and geological issues.
- Installation and grouting of the 32-inch intermediate casing took approximately 2 weeks to complete (approximately 12 work days) and originally only included 4 days on the project schedule.
- Completion of two (2) inflatable packer tests for collection of water quality testing took approximately 2 weeks to complete (approximately 9 work days).

In addition to the drilling contractor experiencing delays associated a high staff turnover with the drilling contractor. Since the original driller and crew were terminated by their employer, additional oversight to correct various problems such as equipment issues, poor lithologic sampling technique, data collection, and correction of inaccurate drill pipe and packer pipe tallies, has been required.

Additional services performed outside of the original Construction Administration scope include:

- District funding agreement extension request and approval through Governing Board.
- FDEP funding agreement reporting.
- SJRWMD and FDEP funding reimbursement assistance.
- Additional construction administration associated with additional project construction time (projected completion through April 27, 2018 as shown on latest schedule provided by contractor).
- Review of alternative construction methods for LFTWP-2.
- Additional oversight for LFTWP-2 to assure proper construction and testing.

This proposal is for professional engineering services associated with additional services including construction administration, permitting/reporting and well construction observation services for the project due to the extended construction time and additional oversight. In addition the City requested assistance with additional reporting and assistance with reimbursement submittals to the District. Details of the services provided are detailed in Section II below.

II. SCOPE OF SERVICES

A. Construction Administration

1. Attend eleven (11) additional meetings will be needed at an average duration of one (1) hour each, followed by a site visit at an average duration of one (1) hour each. These site visits will be conducted following each progress meeting.
2. Provide additional interpretation or clarification of the design documents when requested, review/evaluate and prepare change orders required for clarification or minor modification of the contract documents.
3. Reviewed additional requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
4. Review approximately twelve (13) additional Contractor's application for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the City of the recommended payments to the Contractor.
5. Prepare approximately forty-five (48) additional weekly summary reports for submittal to the SJRWMD and Florida Department of Environmental Protection (FDEP) for funding of LFA well construction. Weekly reports will include summary of all construction and testing activities during work week, and will include onsite field geologist logs, daily photos, and preparation of pilot borehole lithologic log in SJRWMD format.
6. After City and Tetra Tech determined that drilling contractor could not complete the well construction and testing scope of work by the expiration date of the

SJRWMD funding agreement, Tetra Tech composed and coordinated a request for extension. The request for extension included providing SJRWMD staff with information necessary to prepare a presentation for the SJRWMD Governing Board to secure extended funding through the end of the 2017 fiscal year.

B. Permitting/Reporting

1. Scheduled, prepared for, and attended a meeting with District and drilling contractor, to discuss the variance requests and the possible design and/or well construction options.
2. Preparation of two (2) additional quarterly summary reports to the SJRWMD and four (4) additional quarterly reports to the FDEP for funding reporting compliance. The preparation of quarterly reports to SJRWMD was included in the original scope of work for the final completion timeframe (270 days). The City requested quarterly reporting to FDEP prior to the end of the 2016 fiscal year. Quarterly reports will be prepared in SJRWMD and FDEP formats and are included for the additional estimated 349 days to final completion.
3. Preparation of six (6) SJRWMD reimbursement packages and seven (7) FDEP reimbursement packages on behalf of the City, these services were not included in the initial scope of services. The City requested that Tetra Tech provide these services in January 2017.

C. Well Construction Observation

This scope will provides for additional well construction observation services for a total of 55 additional days due to the additional construction time and testing of the wells listed above. The number of hours is based upon our well-site construction observation experience at similar programs with one (1) geologist at the well site.

III. COMPENSATION SUMMARY

The total lump sum compensation for the Scope of Services described in Section II is summarized below. A fee breakdown is provided in Attachment B.

A. Construction Administration	\$ 52,864.00
B. Permitting/Reporting	\$ 26,345.00
C. Well Construction Observation	\$ 79,278.00
D. Reimbursables	<u>\$ 9,350.00</u>

Total Lump Sum Fee \$ 167,837.00

 Price Proposal		Labor Plan				Attachment B						
		4 Resource										
Sunburst WTP LFA Wells- CO No. 1												
Additional Construction Oversight for LFA Exploratory Test/Production Wells												
Submitted to: City of Clermont, FL (Attn: James Kinzler) Contract Type: Fixed Price			Project Manager	Sr Project Manager/Sr. Scientist 1	Sr. Scientist 2	Scientist 3	Pricing by Resource					
							Labor Rate Esc.	Labor	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
Project Phases / Tasks		Total Labor Hrs										
		1,089	55	393	158	483	6.66%	158,487	4,950	1,100	3,300	167,837
I LFA Exploratory Test/Production Wells		1,089	55	393	158	483		158,487	-	-	-	158,487
A. Construction Administration		338	41	194	35	68		52,864	-	-	-	52,864
Construction Progress Meetings (11)		33	11	22			7.13%	5,556				5,556
Respond to RFIs/Prepare Cos		6		6			7.13%	940				940
Shop Drawing Review		6		4		2	7.13%	859				859
Construction Admin/Field Coord.		215	30	120	35	30	7.13%	34,745				34,745
Review Pay Applications (12)		12		12			7.13%	1,881				1,881
Weekly Summary Reports for WMD & FDEP		66		30		36	7.13%	8,882				8,882
B. Permitting/Reporting		182	14	80	12	76		26,345	-	-	-	26,345
SJRWMD Permit Variances		34	6	16	12		7.13%	5,956				5,956
Quarterly FDEP Reports		24	4	10		10	7.13%	3,495				3,495
SJRWMD Funding Extension Support		34	4	30			7.13%	5,469				5,469
SJRWMD & FDEP Reimbursement Support		90		24		66	7.13%	11,425				11,425
C. Field Services		569	-	119	111	339		79,278	-	-	-	79,278
LFA Exploratory Test/Production Well (No. 1)		350	-	67	76	207		49,096	-	-	-	49,096
Pit casing inspection/install		34		8	8	18	7.13%	4,877				4,877
44" casing install/grouting		81			13	68	7.13%	10,386				10,386
Surface casing install/grouting		5				5	7.13%	581				581
Pilot borehole & field testing		136		34	34	68	7.13%	19,738				19,738
Geophysical/video logging		20		5	5	10	7.13%	2,903				2,903
Caliper/video logging		4		4			7.13%	627				627
Inflatable packer testing		36		8	8	20	7.13%	5,109				5,109
32- inch Casing install and grouting (16d)		34		8	8	18	7.13%	4,877				4,877
LFA Potable Supply Well (No. 2)		219	-	52	35	132		30,182	-	-	-	30,182
Pit casing install		16		8		8	7.13%	2,183				2,183
Additional 54" casing		60		10	10	40	7.13%	8,128				8,128
Additional Surface casing install/grouting		33		9		24	7.13%	4,197				4,197
Additional Contractor oversite		110		25	25	60	7.13%	15,675				15,675
II Reimbursable Expenses		-	-	-	-	-		-	4,950	1,100	3,300	9,350
TT Expenses		-	-	-	-	-		-	4,950	1,100	3,300	9,350
IER		-										-
GEO		-							4,950	1,100	3,300	9,350
OGA		-										-
Totals		1,089	55	393	158	483	6.66%	158,487	4,950	1,100	3,300	167,837



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Fee reduction request		
Requested Action		
Recommend approval of a reduced rate for use of the Arts and Recreation Center pool for the East Ridge High School Swim Team.		
Staff Report		
Due to the temporary closing of the aquatic facility at the National Training Center ("NTC") throughout August, the East Ridge High School Swim Team has been displaced. They have requested to utilize the pool at the ARC using the same reduced fee structure that they have been paying at the NTC. They are currently paying a discounted rate of \$7 per lane per hour at the NTC. The Swim Team would be utilizing three (3) lanes in the pool at the ARC for two (2) hours per day over the course of 16 total days.		
Additional Analysis		
Fiscal Impact Summary		
The amount of the fee reduction is \$1,328.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Resolution No. 2017-34		
Requested Action		
Recommend approval of Resolution 2017-34		
Staff Report		
Approval of sale of city owned property within the Downtown CBD consisting of: Parcel ID No.: 1714061 and the easterly portions only of Parcel ID Nos: 3778221 and 3778214, Consisting of .6 +/- acres (21,136 +/- sq. feet) to Graff Holdings, LLC. This property was included in the "Letters of Interest" process seeking a qualified developer for the future redevelopment of the site. Staff presented recommendation to move forward with the sale to Graff Holdings, LLC at the June 14, 2017 Council Meeting. Council approved staff recommendation.		
Additional Analysis		
Fiscal Impact Summary		
Approval of the sale for city owned property for the appraisal price of \$195,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	2017-34CitytoGraffholdings.doc	
2. Sale Agreement	Graffholdingssale062017.docx	
3. Exhibit A	Graff+Holdings+Ex+A.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2017-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, DECLARING SURPLUS APPROXIMATELY .6 +/- ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF WEST MINNEOLA AVENUE AND VICTORY WAY AND OWNED BY THE CITY OF CLERMONT, AUTHORIZING THE SALE THEREOF TO GRAFF DEVELOPMENT, LLC. FOR THE PURCHASE PRICE OF \$195,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE AGREEMENT AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

SECTION 1.

The City Council of the City of Clermont, Florida does declare surplus the real property located at the northwest corner of West Minneola Ave. and Victory Way consisting of .6 +/- acres (26,136 +/- square feet), and hereby accepts the offer from GRAFF DEVELOPMENT, LLC to purchase the .6 +/- acres of real property from the City for \$195,000.00, and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-34

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on this 11th day of July, 2017 (the "Effective Date"), by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Seller"), and GRAFF DEVELOPMENT, LLC a Florida limited liability company whose address is 1200 Oakley Seaver Dr., Suite 203, Clermont, FL 34711 ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain property located in Lake County as more particularly described below; and

WHEREAS, Seller desires to convey said real property to Buyer and Buyer desires to purchase the same from Seller;

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

1. Description of Property. Parcel ID No.: 1714061 and the easterly portions only of Parcel ID Nos: 3778221 and 3778214, as further depicted in Exhibit "A" attached hereto, consisting of .6 +/- acres (21,136 +/- sq. feet) together with all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging, (hereinafter together referred to as the "Property"). The final legal description of the Property shall be determined, and agreed to by the parties, as determined by a survey to be completed by a Florida licensed surveyor obtained by Buyer at its sole expense and as part of the inspection period below. The survey provided herein shall specifically exclude any and all existing public road known as Victory Way and such other property as Seller has advised Buyer during the inspection period below, is required to maintain Victory Way.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

3. Purchase Price and Method of Payment. Subject to credits, adjustments and proration for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller (the "Purchase Price") shall be ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000). The Purchase Price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

A. Earnest Money Deposit. Within 5 business days from execution of this Contract by all parties, the sum of FIVE THOUSAND and no/100 DOLLARS (\$5,000) shall be deposited by Buyer with Daniel F. Mantzaris, Esq., deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

(the "Escrow Agent"), as an earnest money deposit hereunder ("Earnest Money Deposit"). The Earnest Money Deposit shall not be refundable except as set forth herein.

B. Cash Delivered at Closing. At Closing the Earnest Money Deposit plus the balance of the Purchase Price shall be delivered to Seller in United States funds by wire transfer. All deposits shall be applied to the Purchase Price.

C. This Contract shall serve as escrow instructions and an executed copy of this Contract shall be deposited with Escrow Agent. In the event of a termination of this Contract or a default under this Contract, the Earnest Money shall be delivered or disbursed by the Escrow Agent as provided in this Contract. If either party shall declare the other party in default under this Contract pursuant to Paragraph 15 hereof, and shall make demand (the "Demand") on Escrow Agent for possession of the Earnest Money, said party must provide the other party with a copy of such Demand made upon the Escrow Agent. Except with respect to a Demand for the Earnest Money made by Buyer prior to the Inspection Deadline, which shall be promptly honored, Escrow Agent shall not disburse the Earnest Money in accordance with any Demand unless and until the demanding party delivers to Escrow Agent evidence (e.g., return receipt issued by U.S. Postal Service) of the other party's receipt of the Demand, and Escrow Agent has not received written objection to such Demand within five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between the Buyer and Seller or if any conflicting demands shall be made upon the Escrow Agent, the Escrow Agent shall not be required to determine the same or to take any action thereon. Rather, the Escrow Agent may await settlement of the controversy or deposit the escrow sums into the Registry of the Circuit Court of Lake County, Florida, in an interpleaded action or otherwise for the purpose of having the respective rights of the parties adjudicated. Upon making such deposit or upon institution of such interpleaded action or other actions, the Escrow Agent shall be fully relieved and discharged from all further obligations hereunder with respect to the sums so deposited. Buyer acknowledges that Escrow Agent is also serving as Seller's counsel in the transaction contemplated by this Contract, and notwithstanding any dispute between the parties pertaining to Escrow Agent's duties hereunder or the disbursement of the Earnest Money or for any other reason, Escrow Agent may continue to represent Seller in this transaction and in any litigation that may arise hereunder.

4. Title. Within fifteen (15) days of the Effective Date, Seller at Seller's expense shall deliver to Buyer an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the Purchase Price (the "Title Commitment"). The title company and issuing agent shall be selected by Seller. Buyer shall have twenty (20) days from the date of Buyer's receipt of the Title Commitment to examine the same. Buyer shall, on or before the end of said twenty (20) day period, notify Seller in writing specifying any objections Buyer may have regarding the status of title as shown on the Title Commitment, otherwise Buyer shall be deemed to have waived the right to any such objections. Seller shall, within ten (10) days from receipt of Buyer's notice of objection to title, provide a reply by written notice to Buyer (the "Reply Notice"), notifying Buyer that (i) Seller will not undertake to cure Buyer's title objections, or (ii) Seller will make a good faith effort to cure Buyer's title objections within ten (10) business days of Seller's Reply Notice (the "Title Cure Period"). Should Seller fail to deliver a Reply Notice to Buyer, Seller shall be deemed to have elected to decline to undertake a cure of Buyer's title objections. In the event Seller declines to undertake a cure of

Buyer's title objections, or if Seller shall not have cured the defects within the Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of (i) accepting title to the Land in an "as is" condition without recourse to Seller and without a reduction in the Purchase Price and the remaining title objections shall become Permitted Exceptions, or (ii) terminating this Agreement and receiving a refund of the Deposit which Escrow Agent shall forthwith return to the Buyer. Buyer's option of terminating this Agreement and receiving a refund of the Deposit must be exercised within seven (7) days following the earlier of: (i) the date Buyer receives the Reply Notice stating that Seller declines to cure Buyer's title objections; or (ii) in the event Seller fails to deliver a Reply Notice, the date Seller is deemed to have elected not to undertake Buyer's title objections; or (iii) in the event Seller elects to make a good faith effort to cure Buyer's title objections, within five (5) days following the expiration of Seller's Title Cure Period. In the event Buyer does not terminate this Agreement pursuant to this Section 5.3.1, Buyer shall be deemed to have waived any remaining uncured objections to title and agreed to (a) accept title to the Land in an "as is" condition without a reduction in the Purchase Price and without recourse to Seller and (b) close on the date specified in Section 8 herein.

5. Investigations and Inspections of Property. Seller shall provide Buyer with any surveys, permits, environmental wetland reports, geotechnical studies, conceptual site plan drawings, zoning certificates, utility certificates, easement agreements, development agreements (whether such agreements remain in effect or have expired), together with any other documents related to the Property, within TWENTY (20) days following the Effective Date ("Seller's Materials). Buyer and its architects, engineers and other agents, at Buyer's sole expense, shall have a period of SIXTY (60) days following the (following delivery of Seller's Materials)(hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property, as Buyer deems necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same. For such purpose, Seller hereby grants to Buyer and its agents shall have the right to enter upon the Property during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer 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 Seller 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. The foregoing indemnity shall not be subject to the liquidated damages limitations of Paragraph 15 below. Prior to entry onto the Property, every agent or contractor of Buyer shall deliver to Seller 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 Seller as an additional insured thereunder. During the Inspection Period, Buyer may wish to secure a site plan approval and all other approvals required to permit the development of the Property for multi-family and retail use purposes. Seller agrees to cooperate, at no cost to Seller, in Buyer's efforts to obtain all permits, approvals and zoning changes necessary for such development of the Property, and upon written request of Buyer, Seller shall execute or join with Buyer in the execution of such applications and submittals as may be required for Buyer to obtain permits and approvals from

applicable governmental authorities with respect to Buyer's contemplated development of the Property; provided that such efforts do not in any way diminish the value of the Property, cause Seller to incur any expense or require Seller to do anything other than execute the documents. Provided that any request by Buyer is consistent with the foregoing, Seller shall execute and return to Buyer all applications and submittals within a reasonable period following receipt of such applications and submittals together with written request by Buyer for the execution thereof, without charge by Seller. In the event that Buyer terminates this Contract, Buyer shall provide Seller with copies of all documents, testing, opinions, reports, results, applications, permits and the like furnished to, or obtained by any person or entity by any party after execution of this Contract, but Buyer makes no warranties or representations regarding any such documents, opinions, testing, reports, results, applications, permits and the like.

6. Unacceptability of Inspections. In the event that the results of the inspections, investigations, reviews, feasibility studies and Seller approvals to which reference is made in Paragraph 5 above are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or before the expiration of the Inspection Period provided in Paragraph 5 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract and all payments or deposits, including accrued interest, if applicable, made by Buyer shall be immediately returned to Buyer as Buyer's sole property. Provided, however, that in the event that Buyer elects to terminate this Contract for any reason other than default by Seller, the Earnest Money Deposit shall become the property of Seller and shall immediately be disbursed by Escrow Agent to Seller. If the Contract is terminated by Buyer hereunder, it shall be rendered null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract, including, without limitation, Buyer's indemnity set forth in Paragraph 5 above. The failure of the Buyer to notify Seller of the unacceptability of any such inspections, investigations, reviews and feasibility studies prior to the expiration of the Inspection Period shall constitute a waiver of Buyer's right to terminate this Contract. In the event of termination by Buyer pursuant to this Section, Buyer shall provide to Seller, at no expense, copies of all plans, studies and information obtained or prepared by Buyer with regard to Buyer's Intended Use (hereafter defined) and related to the Property; provided, Buyer does not warrant the completeness or accuracy of such materials.

7. Conveyance of Property. At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for the exceptions approved or deemed approved by Buyer ("Permitted Exceptions"); (ii) an affidavit from Seller certified to Buyer and to the title company in form required by the title company to delete from Buyer's title insurance policy all standard exceptions for construction liens and parties in possession exceptions and any other standard exceptions the title company may delete based on Seller's affidavit; (iii) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (iv) written affirmation that the representations and warranties set forth in Paragraph 12 hereof remain true at the time of Closing; (v) a duly executed closing statement; (vi) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents

reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above, subject to adjustments and proration set forth herein and shall deliver to Seller: (ix) a duly executed closing statement; (x) written affirmation that the representations and warranties set forth in Paragraph 13 remain true at the time of Closing; and (xi) other documents reasonably required by Seller or the title company in order to consummate the transaction contemplated herein.

8. Closing.

A. The sale and purchase transaction contemplated in this Contract shall be closed and the aforesaid closing documents delivered on or before the expiration of thirty (30) days from the expiration of the Investigation and Inspection Period unless terminated as provided in paragraph 6 (the "Closing Date").

B. The Closing shall be completed by a closing agent or attorney as selected by Seller and shall take place at Clermont City Hall, in Lake County, or by express mail, and at such time as mutually agreed upon between Buyer and Seller.

9. Closing Costs. The Seller shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Title Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, and any document preparation fees. Buyer shall pay the cost of recording the Special Warranty Deed and any and all costs associated with the recording of any note, mortgage and security agreement contemplated herein. Buyer and Seller shall each bear its own attorneys' fees.

10. Possession. Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder, subject to the Permitted Exceptions. Prior to Closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Paragraph 5 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property. In the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasi-public use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

11. Proration. Ad valorem real and personal property taxes, if any, or assessments of any kind for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes or assessments for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax proration based on such estimate shall be

readjusted by the Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

12. Representations, Obligations and Warranties of Seller. Except for the representations and warranties in this Paragraph 12, Seller makes no representations or warranties to Buyer and shall convey the Property 'AS IS, WHERE IS, WITH ALL FAULTS.' Buyer shall, by closing on the Property, be deemed to have acknowledged that Buyer has relied solely upon its own inspections and investigations to determine the physical condition of the Property and its suitability for Buyer's purposes. Seller represents and warrants (which warranties shall survive the closing hereunder to the Buyer that:

A. Seller has not received written notice from any governmental or quasigovernmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any current, actual knowledge of any such actual or threatened taking. Further, Seller has not received any actual notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

B. Seller has not received any written notices from any city, county, state or other governmental authority or other person or entity of violations of any statute, law, or ordinance, or governmental rule or regulation in respect of the Property

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

D. There is no tenant of the Property or any other person or entity having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession, except for the rights of parties pursuant to the Permitted Exceptions or as may otherwise be disclosed in the Commitment.

E. To Seller's present, actual knowledge, without any investigation whatsoever, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property in violation of applicable law; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property in violation of applicable law; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties in violation of applicable law; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property in violation of applicable law. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of,

or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

F. Seller, to the best of Seller's knowledge, has received no written notice of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

G. Other than as may be set forth herein, there is no litigation or legal proceeding pending or to Seller's present, actual knowledge threatened which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's use of the Property for the Intended Use. Buyer is specifically advised and does hereby acknowledge that Seller has negotiated a settlement with Dennison and Rebecca Wi of a dispute related to an unauthorized encroachment on the property owned by Seller whereby, the encroachment will be eliminated prior to Closing hereunder.

H. Seller has not entered into any other contracts, agreements or understandings, verbal contracts or agreements, oral or written, for the sale or transfer of any portion of the Property, other than as set forth herein.

I. Seller has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

J. To Seller's present, actual knowledge, without any investigation whatsoever, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

K. To Seller's present, actual knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

L. For purposes of this Paragraph 12, the term "to Seller's knowledge" or words of similar import shall mean the current conscious awareness of facts or other information of the Seller, its officers, agents and employees, without any inquiry or investigation whatsoever, all of whom are acting solely in their capacity as officers, agents or employees of Seller or an affiliate of Seller and are in no manner expressly or impliedly making any of these representations in an individual capacity. The statements and representations of Seller set forth in this contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

M. If, after the Effective Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer, as Buyer's sole and exclusive remedy, shall thereafter have the option to terminate this Contract within thirty (30) calendar days of receipt of Buyer's written notice. In the event of such termination, Escrow Agent shall disburse the Earnest Money Deposit (or the portion thereof prior to closing, theretofore deposited with Escrow Agent), to Buyer in which event all payments made by Buyer to Seller shall remain the sole property of Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein, including, without limitation, those set forth in Paragraph 6 above.

13. Representations, Acknowledgments and Warranties of Buyer. Buyer represents, acknowledges and warrants to Seller that:

A. Buyer has the power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

B. To the best of Buyer's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Buyer, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

C. Buyer shall at Closing deliver to Seller a Temporary Construction Easement granting to Seller, its contractors, subcontractors and assigns, the right to use the Property for staging, storage and maintenance of a construction trailer, and ingress and egress thereto, as part of Seller's project related to the construction of public improvements adjacent to and near the Property. The Temporary Construction Easement shall be in effect until _____, 2019 or until such time as Buyer has received permits for the development and construction of improvements on the Property, whichever is later. At closing, the Buyer shall execute and deliver to Seller a Temporary Construction Easement substantially in the format attached hereto and incorporated herein as Exhibit "A".

14. Default. In the event that Buyer fails to perform any of the covenants of this Contract on its part to be performed, subject to the title, survey and inspection periods set forth in Paragraphs 4 and 5, or refuses to perform its obligations under this Contract and such failure or refusal is not cured within ten (10) days after Notice from Seller the Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer (except to the extent that Buyer damages Seller's Property), it being agreed that (i) the deposit and any interest earned thereon is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, and to be made, and any interest earned thereon if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. Notwithstanding the foregoing, the indemnity provisions contained in Paragraph 5 shall not be subject to the foregoing liquidated damages provisions. If Seller fails to perform any of the covenants of this Contract on its part to be performed or refuses to perform its obligations under this Contract and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract, or if specific performance is not an available remedy, then an action for damages and any other remedies available at law, or in equity.

15. Assignability. Buyer may not assign its interest herein without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, Buyer shall be permitted to assign this Contract to a limited liability company or other entity established by Buyer for purposes of receiving Title to the subject property. Said assignment shall not relieve or release Buyer of any obligations or liability hereunder. Buyer shall notify Seller as soon as practical and no later than thirty (30) days prior to closing of the name and address of said entity and the name of the representative thereof who is authorized to complete the Closing. Seller may, in its sole discretion, assign any and all rights and obligations hereunder, provided Seller shall remain liable for an action for damages and any other remedies available at law, or in equity, in the event Buyer is unable to pursue an action for specific performance following a default by Seller. Any assignment shall be in writing and a copy of such assignment executed by both assignor and assignee shall be delivered to Buyer or Seller, as the case may be.

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

such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

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

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

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

TO SELLER:	City of Clermont 685 West Montrose Street Clermont, FL 34711 Attn.: Darren Gray, City Manager
WITH A REQUIRED COPY TO:	de Beaubien Knight, Simmons, Mantzaris Neal, LLP 332 North Magnolia Avenue Orlando, Florida 32801 Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454 Fax: (407) 992-3541 e-mail: dmantzaris@dsklawgroup.com
TO BUYER:	Graff Development, LLC 1200 Oakley Seaver Drive Suite 203 Clermont, FL 34711 Attn.: Mark J. Graff

WITH A COPY TO:

Gasdick Stanton Early, P.A.
Attn: Michael J. Gasdick
1600 W. Colonial Drive
Orlando, FL 32804
Phone: (407) 423-5203
Fax: (407) 425-4105
email: mick@gse-law.com

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

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

22. Brokerage. Seller and Buyer acknowledge and agree no agent or broker has acted on behalf of Seller or Buyer. The Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

23. Joinder of Escrow Agent. Daniel F. Mantzaris, Esq. at deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP, joins in the execution of this Contract for the express purpose of agreeing and acknowledging the terms and conditions related to the retention and disbursement of the Earnest Money Deposit funds herein.

24. Effective Date. The "Effective Date" of this Contract shall be the date upon which this Contract is last signed by Seller and Buyer.

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

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

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

27. PDF. PDF copies of this Contract executed by Seller or Buyer shall operate as and may be relied upon as an original signature.

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

SELLER:

City of Clermont

By: _____
Tracy Ackroyd Howe, City Clerk

By _____
Mayor Gail L. Ash
Date: _____

BUYER:

Witnesses:

Graff Development, LLC

Name: _____

Name _____

By _____
Mark J. Graff
Title: Manager
Date: _____

Escrow Agent:

deBeaubien, Simmons, Knight
Mantzaris & Neal, LLP

By: _____
Daniel F. Mantzaris
Date: _____

Exhibit "A"





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Resolution No. 2017-35		
Requested Action		
Consider approval of Resolution No. 2017-35 authorizing the surplus and quit claim of property with Alt Key Number 3777382 consisting of .157 acres.		
Staff Report		
In November 13, 2006, the City accepted title, at no cost to the City, to the property generally described as a 25 foot wide 275 foot long strip of property between East Montrose Street and East Desoto Street (Alt Key Number 3777382). City staff has determined that the property is not needed for any public purpose and of no value to the City and should be returned to the original grantors. The City will retain a public Utility Easement along the property. Staff recommends approval of the Resolution authorizing the surplus and quit claim of the property with Alt Key Number 3777382 consisting of .157 acres		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	2017-35 Quit Claim to Twistee Treat.doc	
2. Utility Easement	pub utility Hoffman.doc	
3. 25' Montrose N Half Deed Exhibit	25' Montrose N half DEED EXHIBIT.pdf	
4. 25' Montrose N Half	25' Montrose N half.pdf	
5. 25' Montrose S Half Deed Exhibit	25' Montrose S half DEED EXHIBIT.pdf	
6. 25' Montrose S Half	25' Montrose S half.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2017-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, DECLARING CERTAIN CITY OWNED REAL PROPERTY AS SURPLUS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A QUIT CLAIM DEED TO THAT CERTAIN PROPERTY GENERALLY DESCRIBED AS A 25 FOOT WIDE 275 FOOT LONG STRIP BETWEEN EAST MONTROSE STREET AND EAST DESOTO STREET; RESERVING AND ACCEPTING A 15 FOOT PUBLIC UTILITY EASEMENT ALONG AND WITHIN THE SUBJECT PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER OF THE SUBJECT PROPERTY AND THE ACCEPTANCE OF THE PUBLIC UTILITY EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Trustee Deed dated November 13, 2006, the City accepted title at no cost to the City to that certain property generally described as a 25-foot-wide 275-foot-long strip of property between East Montrose Street and East Desoto Street;

WHEREAS, the City Council has determined that the subject property is not needed for any public purpose and of no value to the City; and

WHEREAS, it is in the best interest of the City of Clermont to transfer the subject property back to the original grantor and/or its assigns and successors and to retain a public utility easement along and within the property.

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 find and determine that the property more particularly described in Exhibit "A" attached hereto and incorporated herein is surplus property and the continued ownership of the property by the City does not serve a public purpose.

SECTION 2.

In exchange for the granting of a public utility easement as set forth in Exhibit "B" attached hereto, the City Council does hereby approve and authorizes the Mayor to execute the Quit Claim Deeds set forth in Exhibit "A" and to accept the public utility easements.

SECTION 3.

The City Manager is further authorized to execute any additional documents as may be necessary to complete the aforementioned transaction.

CITY OF CLERMONT
RESOLUTION NO. 2017-35

SECTION 4.

This resolution shall take effect immediately upon its adoption.

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



PUBLIC UTILITY EASEMENT

THIS EASEMENT made _____, 2017, between ALTON AUGUST HOFFMAN, JR. AND ROSE MARIE HOFFMAN A/K/A ROSE MARIE MICHNOFF, AS TRUSTEES OF THE JULY 14, 2003 ALTON AUGUST HOFFMAN, JR. AND ROSE MARIE HOFFMAN A/K/A ROSE MARIE MICHNOFF INTER VIVOS REVOCABLE TRUST, whose address is 6430 County Road 561, Clermont, FL 34711, of Lake County, Florida whose interest is fee simple, herein referred to as GRANTOR, and the CITY OF CLERMONT, a Florida Municipal Corporation, 685 West Montrose Street, Clermont, Florida, herein referred to as GRANTEE;

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

As depicted on Exhibit "A" attached hereto and incorporated herein.
ALT KEY NO.: 3777382

Further, GRANTOR acknowledges and agrees that in GRANTOR may use the Easement Area in any manner consistent with and without interfering or conflicting with GRANTEE'S rights granted herein. GRANTOR further agrees that it shall not construct any improvements of any kind in the Easement Area without the express written consent of GRANTEE. GRANTEE grants to GRANTOR the right to construct and install pavement and landscaping in the easement area. The forgoing approval by GRANTEE is expressly conditioned upon and subject to GRANTOR's agreement and acknowledgement that GRANTOR shall hold harmless and indemnify GRANTEE for any and all damages of any kind related to such pavement and landscaping. GRANTOR further agrees that if the pavement or landscaping improvements need to be removed by GRANTEE in accordance with its rights granted herein, GRANTOR shall be responsible at its sole expense for the re-installation or construction of the pavement and landscaping with the exception of any improvements caused by development of the adjacent property. In the event GRANTOR requires the relocation of any utility systems installed by GRANTEES pursuant to this easement, said relocation shall be at the sole expense of GRANTOR and completed so as to not unreasonably interrupt the use of the utility system by GRANTEE.

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

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

signed, sealed and delivered
in the presence of:

Grantor

(Print Name) _____

(Print Name) _____

By: _____
Alton August Hoffman, Jr., Trustee

Grantor

(Print Name) _____

(Print Name) _____

By: _____
Rose Marie Hoffman, a/k/a Rose Marie Michnoff,
Trustee

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Alton August Hoffman, Jr. and Rose Marie Hoffman a/k/a Rose Marie Michnoff as Trustees, who are ____ is personally known to me or _____ have produced _____ as identification.

Signature of Notary
Notary Stamp
Title: Notary Public
Serial No. (if any)
Commission Expires:

Print Name: _____

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of _____, 2017.

Mayor, Gail Ash

ATTEST:

City Clerk

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

EXHIBIT "A"

HOFFMAN TRUST

LEGAL DESCRIPTION:

THAT PORTION OF LOTS 36 AND 37, BLOCK 2 AS SHOWN ON THE PLAT OF "HOMEDALE", AS RECORDED IN PLAT BOOK 11, PAGE 26, AND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1566, PAGE 924, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RESERVING UNTO THE GRANTOR A UTILITY EASEMENT FOR THE INSTALLATION, MAINTENANCE AND ACCESS, OVER, ACROSS AND UNDER THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 25 (US HWY 27) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NUMBER 11200 (SR 25 FROM SR 50 TO SOUTH GRASSY LAKE ROAD), DATED 12/16/03, WITH THE SOUTH RIGHT OF WAY LINE OF MONTROSE STREET AS SHOWN ON THE SAID PLAT OF "HOMEDALE" AND SHOWN ON SAID RIGHT OF WAY MAP; THENCE RUN ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, N 89°14'48"W ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 172.82 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S 00°46'12"W A DISTANCE OF 137.50 FEET TO THE SOUTH LINE OF SAID LOT 37; THENCE RUN N 89°14'48"W ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 36 A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH LINES RUN N 00°46'12"E A DISTANCE OF 137.50 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S 89°14'48"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3437.50 SQUARE FEET OR 0.08 ACRES MORE OR LESS

SUBJECT TO EASEMENTS, RIGHT OF WAYS AND MATTERS OF RECORD

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE (NAD 83).
3. THE LEGAL DESCRIPTIONS WERE PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND ARE BASED UPON INFORMATION PROVIDED.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
6. INFORMATION USED IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION AND LEGAL WAS BASED ON FLORIDA D.O.T. RIGHT OF WAY MAP SECTION NUMBER 11200 (SR 25 FROM SR 50 TO SOUTH GRASSY LAKE ROAD), DATED 12/16/2003.
7. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/30 OR SMALLER.
8. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

CITY OF CLERMONT

DATE: 5-4-15

JAMES M. STRAUGHAN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5309

SHEET 1 OF 2		
CLIENT	CITY OF CLERMONT	
JOB NO.	031004.0075-002	
ACAD FILE	031004.0075	
DATE	DATE	CHECKED BY: JMS
DRAWN BY: JGW	FLD. BOOK: N/A	
REVISIONS		DATE

SKETCH OF DESCRIPTION

IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA.

ALT KEY# 3777382
WATERLINE EASEMENT

ASH
SOUTH FLORIDA SURVEYING & MAPPING
8022 North Skyway Ave. Office: 382-343-8483
Tavares, Florida 32780 Fax: 382-343-8483
www.ashsurvey.com
ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS 7914



HOFFMAN TRUST

LEGEND

EOP	EDGE OF PAVEMENT	OHE	OVERHEAD ELECTRIC
R/W	RIGHT OF WAY	INV	INVERT
ORB	OFFICIAL RECORD BOOK	CONC	CONCRETE
□ WM	WATER METER	SAN	SANITARY
○ ○	CLEAN OUT		
□ TJB	TELEPHONE JUNCTION BOX		
N&D	NAIL & DISK		
ID	IDENTIFICATION		
IR	IRON ROD		
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION		
PSM	PROFESSIONAL SURVEYOR & MAPPER		

SHEET

CLIENT _____
JOB NO. _____
ACAD FILE _____
DATE _____
DRAWN BY _____
REVISIONS _____

SHEET 2 OF 2

[illegible]

SKETCH OF DESCRIPTION

IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 20 EAST
LAKE COUNTY, FLORIDA.

ALT KEY# 3777382
WATERLINE EASEMENT

BESDH
BUILDING ENVIRONMENTAL SYSTEMS DESIGN, INC.
 902 North Skyway Ave. Office 352.343.8481
 Taverna, Florida 32770 Fax 352.343.8408
www.besandh.com
ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS 7816

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

LEGAL DESCRIPTION:

THAT PORTION OF LOTS 36 AND 37, BLOCK 2 AS SHOWN ON THE PLAT OF "HOMEDALE", AS RECORDED IN PLAT BOOK 11, PAGE 26, AND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1566, PAGE 924, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RESERVING UNTO THE GRANTOR A UTILITY EASEMENT FOR THE INSTALLATION, MAINTENANCE AND ACCESS, OVER, ACROSS AND UNDER THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED PROPERTY:

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CONTAINING 3437.50 SQUARE FEET OR 0.08 ACRES MORE OR LESS

SUBJECT TO EASEMENTS, RIGHT OF WAYS AND MATTERS OF RECORD

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CERTIFIED TO:

CITY OF CLERMONT

DATE: 5-4-15

JAMES M. STRAUGHAN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5309

SHEET 1 OF 2		
CLIENT	CITY OF CLERMONT	
JOB NO.	031004.0075-002	
ACAD FILE	031004.0075	
DATE	DATE	CHECKED BY: JMS
DRAWN BY: JGW	FLD. BOOK: N/A	
REVISIONS		DATE

SKETCH OF DESCRIPTION

IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA.

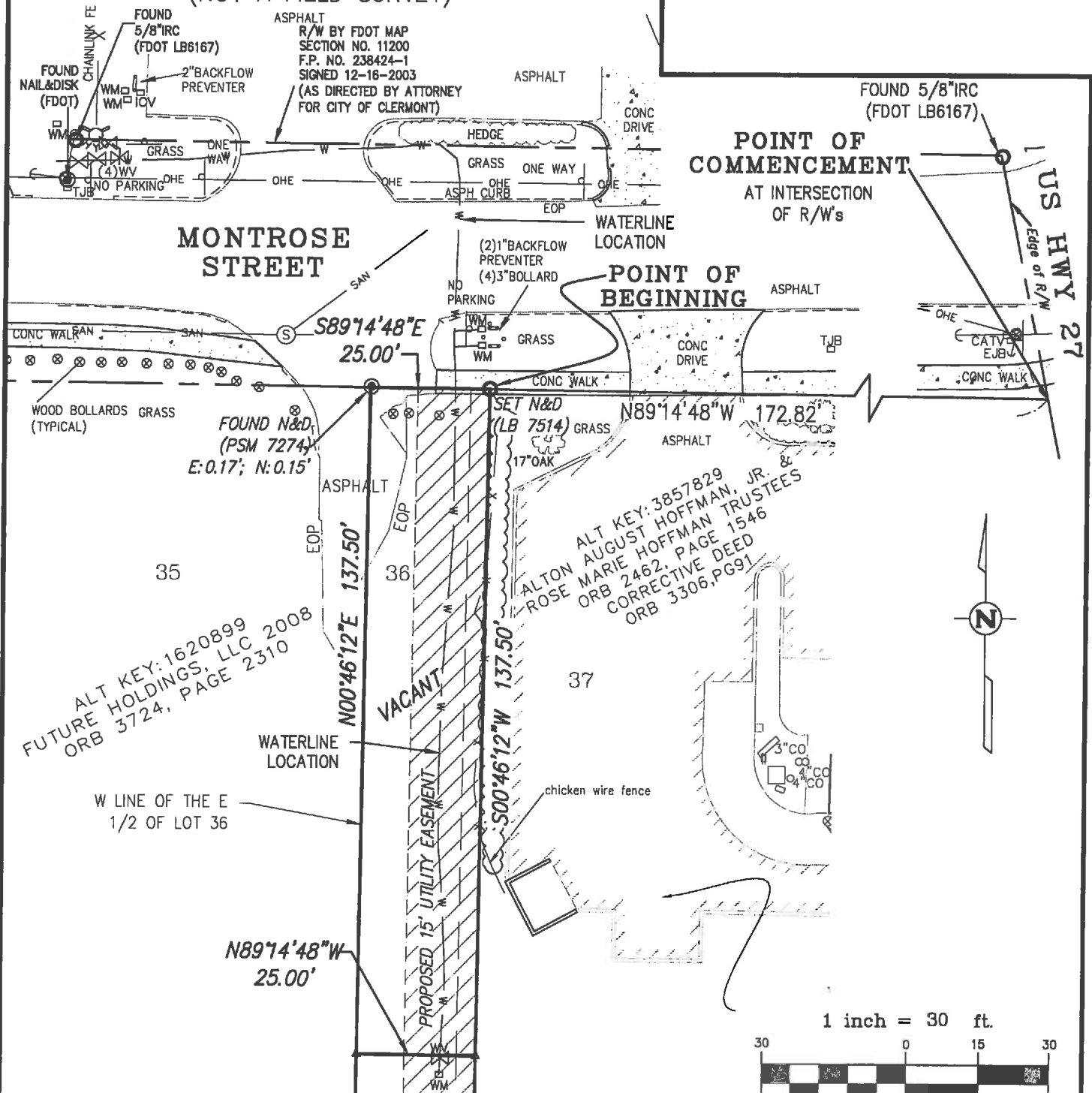
ALT KEY# 3777382
WATERLINE EASEMENT

ASH
SOUTH FLORIDA SURVEYING & MAPPING
8022 North Skyway Ave. Office: 382.343.8483
Tavares, Florida 32780 Fax: 382.343.8483
www.ashand.com
ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS 7914



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



LEGEND

EOP	EDGE OF PAVEMENT	OHE	OVERHEAD ELECTRIC
R/W	RIGHT OF WAY	INV	INVERT
ORB	OFFICIAL RECORD BOOK	CONC	CONCRETE
WM	WATER METER	SAN	SANITARY
CO	CLEAN OUT		
TJB	TELEPHONE JUNCTION BOX		
N&D	NAIL & DISK		
ID	IDENTIFICATION		
IR	IRON ROD		
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION		
PSM	PROFESSIONAL SURVEYOR & MAPPER		

GRAPHIC SCALE



SHEET 2 OF 2

CLIENT	CITY OF CLERMONT
JOB NO.	031004.0075-002
ACAD FILE	031004.0075
DATE	CHECKED BY: JMS
DRAWN BY: JGJ	F.L.D. BOOK: N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION

IN SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST
LAKE COUNTY, FLORIDA.

ALT KEY: 3777382
WATERLINE EASEMENT



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"

LEGAL DESCRIPTION:

THAT PORTION OF LOTS 2 AND 3, BLOCK 2 AS SHOWN ON THE PLAT OF "HOMEDALE", AS RECORDED IN PLAT BOOK 11, PAGE 26, AND BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1566, PAGE 924, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RESERVING UNTO THE GRANTOR A UTILITY EASEMENT FOR THE INSTALLATION, MAINTENANCE AND ACCESS, OVER, ACROSS AND UNDER THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED PROPERTY:

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CITY OF CLERMONT

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FLORIDA REGISTRATION NO. 5309

SHEET 1 OF 2

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JOB NO.	031004.0075-003
ACAD FILE	031004.0075
DATE	DATE
DRAWN BY:	CHECKED BY: JMS
JGJ	FLD. BOOK: N/A
REVISIONS	DATE

SKETCH OF DESCRIPTION

IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST
LAKE COUNTY, FLORIDA.

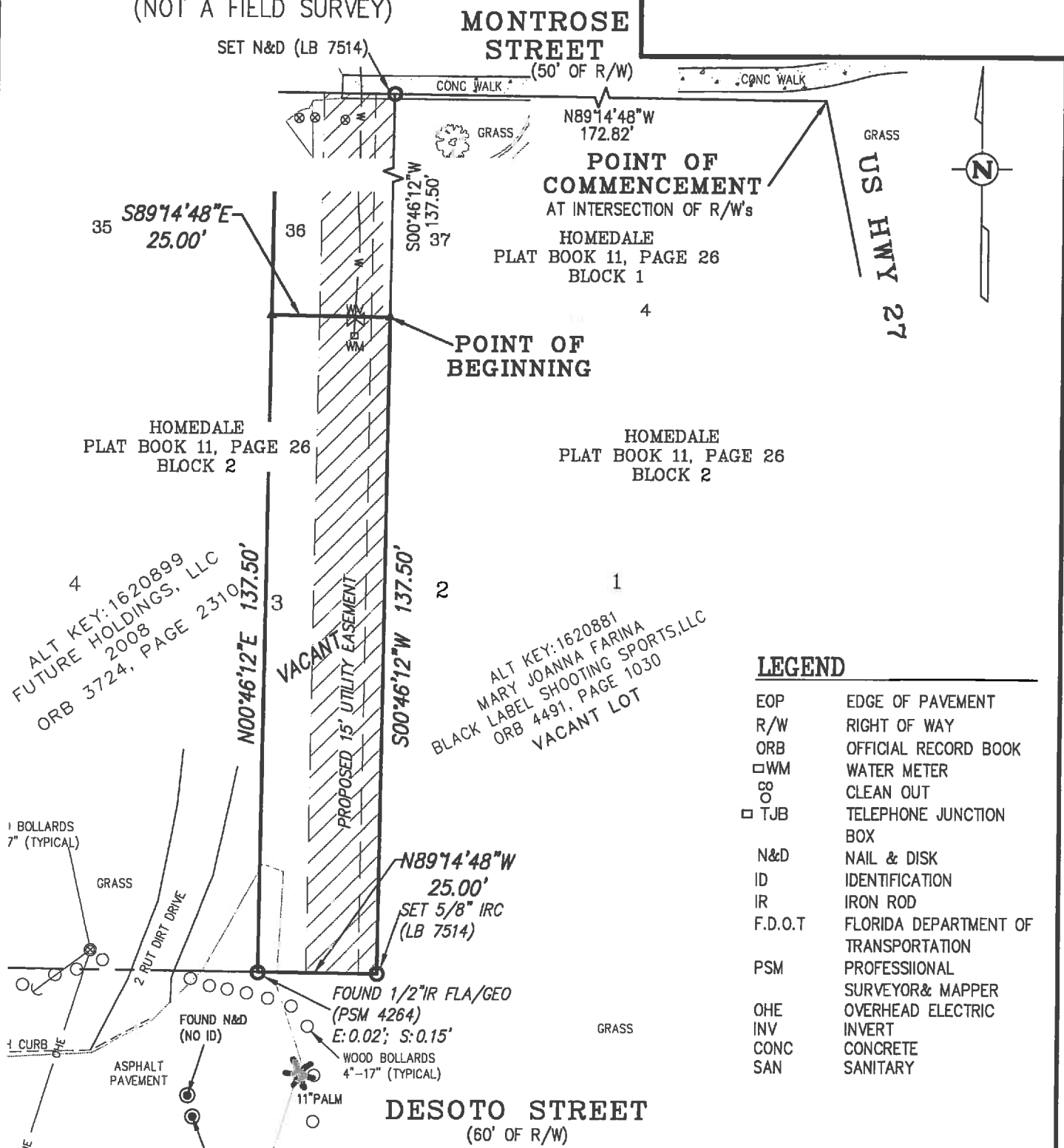
ALT KEY# 3777382
WATERLINE EASEMENT



SKETCH OF DESCRIPTION

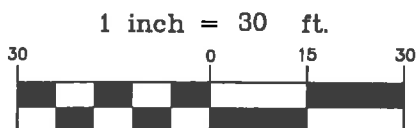
(NOT A FIELD SURVEY)

EXHIBIT "A"



LEGEND

EOP	EDGE OF PAVEMENT
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
WM	WATER METER
CO	CLEAN OUT
TJB	TELEPHONE JUNCTION BOX
N&D	NAIL & DISK
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IR	IRON ROD
F.D.O.T	FLORIDA DEPARTMENT OF TRANSPORTATION
PSM	PROFESSIONAL SURVEYOR & MAPPER
OHE	OVERHEAD ELECTRIC
INV	INVERT
CONC	CONCRETE
SAN	SANITARY



GRAPHIC SCALE

SHEET 2 OF 2

CLIENT	CITY OF CLEMMONT
JOB NO.	031004.0075-003
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F.L.D. BOOK:	N/A
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LAKE COUNTY, FLORIDA
ALT KEY# 3777382
WATERLINE EASEMENT



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FLORIDA REGISTRATION NO. 5309

SHEET 1 OF 2

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SKETCH OF DESCRIPTION

IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST
LAKE COUNTY, FLORIDA.

ALT KEY# 3777382
WATERLINE EASEMENT

BASH
BUSH BROS. SURVEYING & MAPPING, LLC
802 North Bayshore Ave., Suite 300, Jacksonville, Florida 32209
Phone: 904.343.1000
www.bashsurvey.com
ENGINEERS SURVEYORS PLANNERS
LICENSED SURVEYORS 7014

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

MONTROSE STREET
(50' OF R/W)

SET N&D (LB 7514)

CONC WALK

CONC WALK

N89°14'48"W
172.82'

GRASS

POINT OF COMMENCEMENT
AT INTERSECTION OF R/W's

HOMEDALE
PLAT BOOK 11, PAGE 26
BLOCK 1

US HWY 27



35 S89°14'48"E
25.00'

36

S00°46'12"W

137.50'

37

POINT OF BEGINNING

HOMEDALE
PLAT BOOK 11, PAGE 26
BLOCK 2

HOMEDALE
PLAT BOOK 11, PAGE 26
BLOCK 2

4
ALT KEY: 1620899
FUTURE HOLDINGS, LLC
2008
ORB 3724, PAGE 2310

N00°46'12"E 137.50'

VACANT LOT
PROPOSED 15' UTILITY EASEMENT

S00°46'12"W 137.50'

2
1
ALT KEY: 1620881
MARY JOANNA FARINA
BLACK LABEL SHOOTING SPORTS, LLC
ORB 4491, PAGE 1030
VACANT LOT

N89°14'48"W
25.00'
SET 5/8" IRC
(LB 7514)

FOUND 1/2" IR FLA/GEO
(PSM 4264)
E: 0.02'; S: 0.15'

WOOD BOLLARDS
4"-17" (TYPICAL)

GRASS

DESO TO STREET
(60' OF R/W)

1 BOLLARDS
7" (TYPICAL)

GRASS

2 RUT DIRT DRIVE

1 CURB

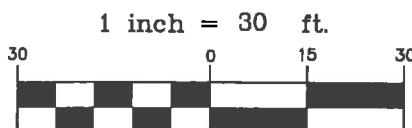
ASPHALT PAVEMENT

FOUND N&D
(NO ID)

11" PALM

LEGEND

EOP	EDGE OF PAVEMENT
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
WM	WATER METER
CO	CLEAN OUT
TJB	TELEPHONE JUNCTION BOX
N&D	NAIL & DISK
ID	IDENTIFICATION
IR	IRON ROD
F.D.O.T	FLORIDA DEPARTMENT OF TRANSPORTATION
PSM	PROFESSIONAL SURVEYOR & MAPPER
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INV	INVERT
CONC	CONCRETE
SAN	SANITARY



GRAPHIC SCALE

SHEET 2 OF 2

CLIENT	CITY OF CLEMMONT
JOB NO.	031004.0075-003
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DRAWN BY:	JOJ
FLD. BOOK:	N/A
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SKETCH OF DESCRIPTION

IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 28 EAST
LAKE COUNTY, FLORIDA

ALT KEY# 3777382
WATERLINE EASEMENT





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

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

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution No. 2017-23	2017-23 Heritage Hills CUP.docx
2.	Request to postpone to July 2017	Heritage Hills postpone.pdf
3.	Map	Map Heritage Hills.pdf
4.	Aerial Map	Aerial Map.docx
5.	Resolution No. 2016-09	R-2016-09.pdf
6.	Lake County letter	Lake County letter.pdf
7.	Minutes	Minutes Heritage Hills.docx
8.	Application	CUP App Heritage Hills.pdf
9.	Legal Ad	Heritage Hills CUP Ad.docx

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

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

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

LOCATION:

Heritage Hills Subdivision

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

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

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

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 – General Conditions

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

CITY OF CLERMONT
RESOLUTION NO. 2017-23

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the Planned Unit Development without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits from the City and other applicable jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. Any specific references in this Resolution to the Florida Statutes, Florida Administrative Code, City of Clermont Land Development Regulations, City of Clermont Comprehensive Plan, shall include any future amendments to the statutes, code, regulations and or plan.
7. A Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution as prescribed in the City Code.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of the date of grant by the City Council or the Permit shall become null and void.
10. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
11. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
12. The subject property; Heritage Hills, shall be an independent development and shall not become part of the Kings Ridge Planned Unit Development as an addition or extension of the Kings Ridge Community Association, Incorporated.

CITY OF CLERMONT
RESOLUTION NO. 2017-23

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

Section 2 – Land Use

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

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

CITY OF CLERMONT
RESOLUTION NO. 2017-23

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

Section 2.1 – Phase 7 Amendments

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

Section 3 – Physical Site Development and Environmental Issues

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

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

Section 4 – DRI Development Order Issues and Impact Mitigation

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

Section 5 – Utilities

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

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

Section 6 – Transportation Improvements

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

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

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Section 7 – Landscaping

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

CITY OF CLERMONT
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Exhibit A

Legal Description of 442-acre property, Center Lake PUD

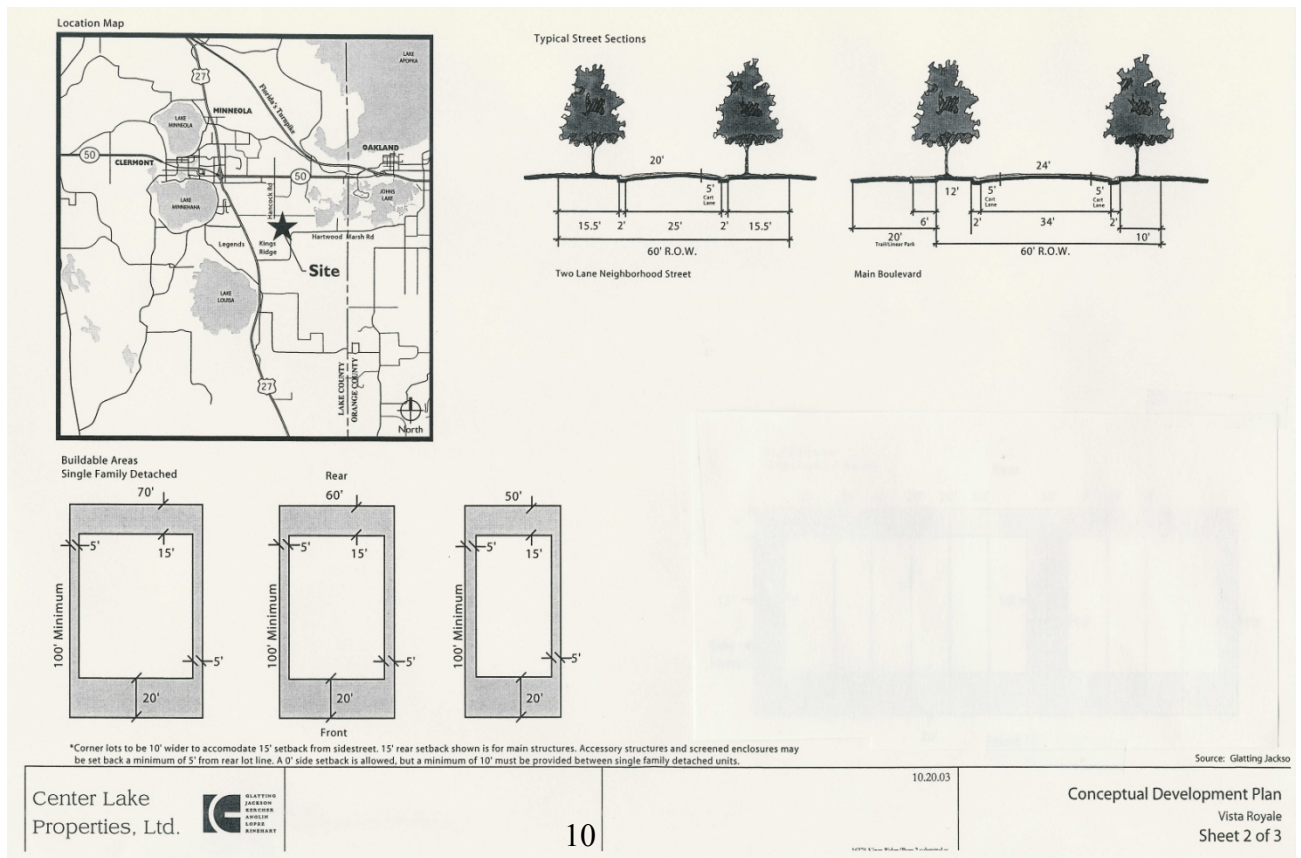
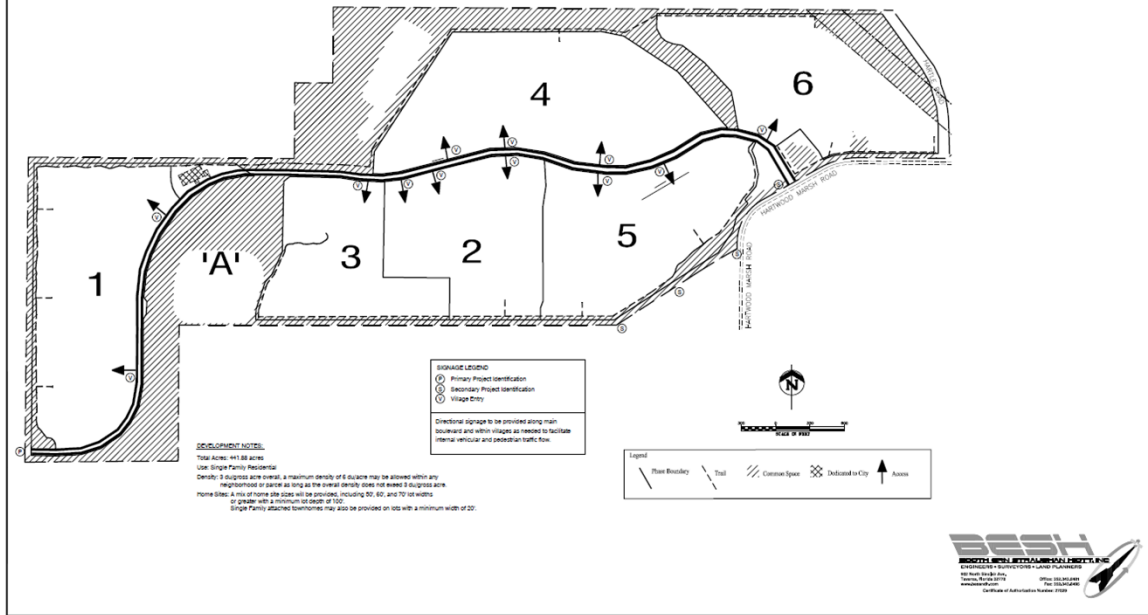
A tract of land lying in Section 2 and 3, Township 23 South, Range 26 East, Lake County, Florida being more particularly described as follows:

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

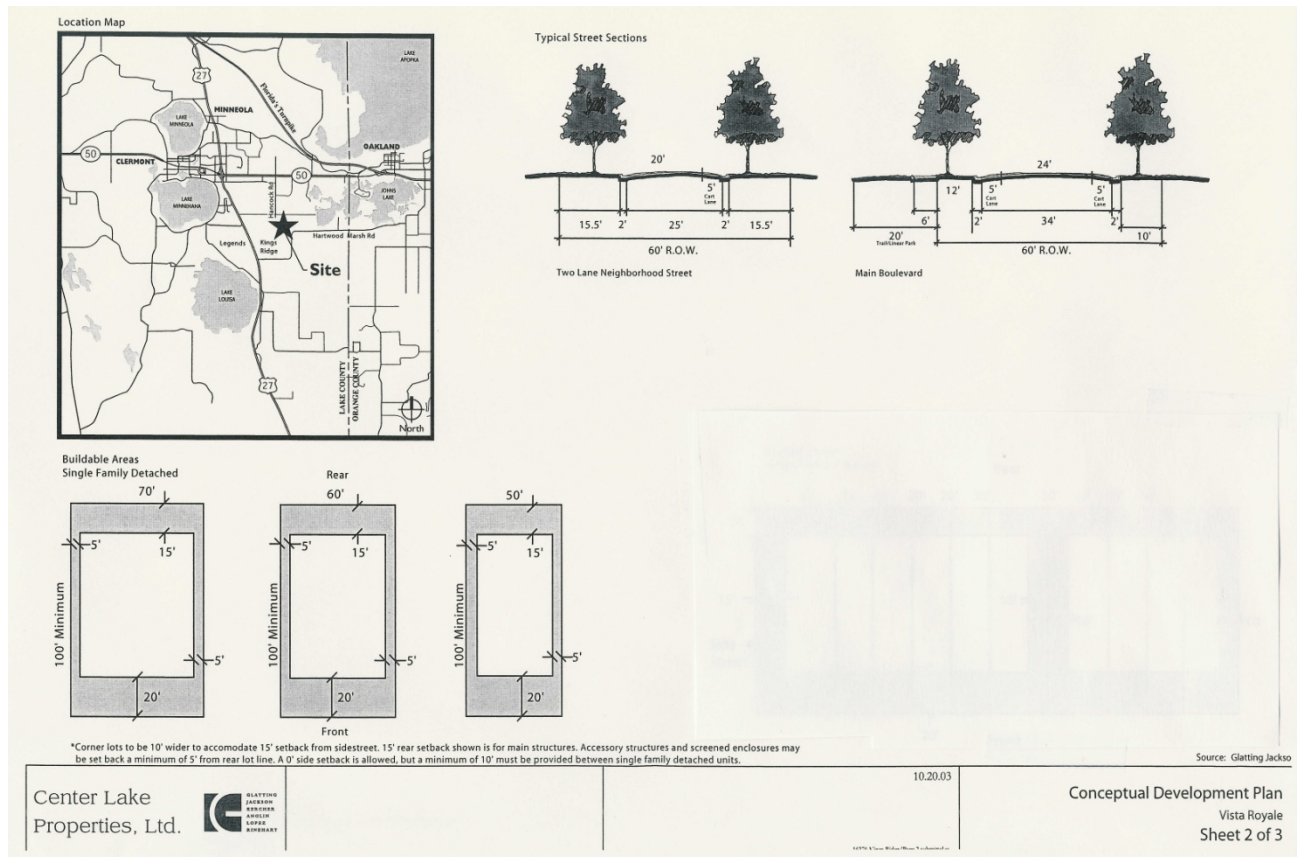
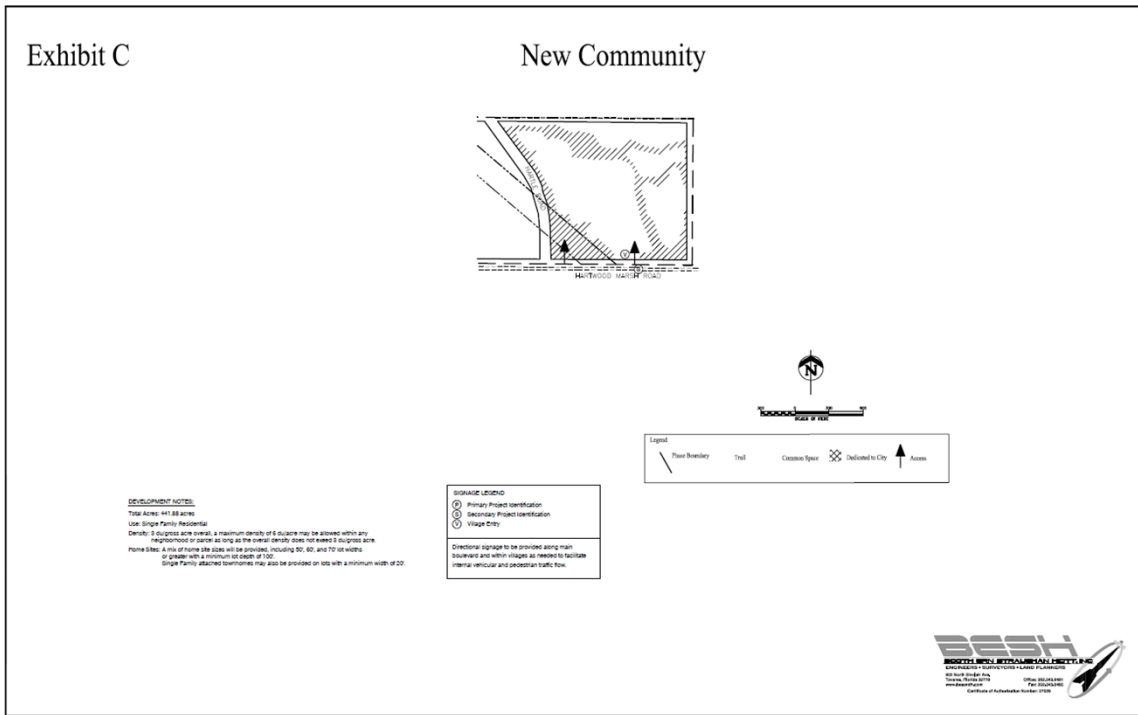
Containing 19248275 Square Feet or 441.88 Acres, more or less.

CITY OF CLERMONT RESOLUTION NO. 2017-23

Exhibit B

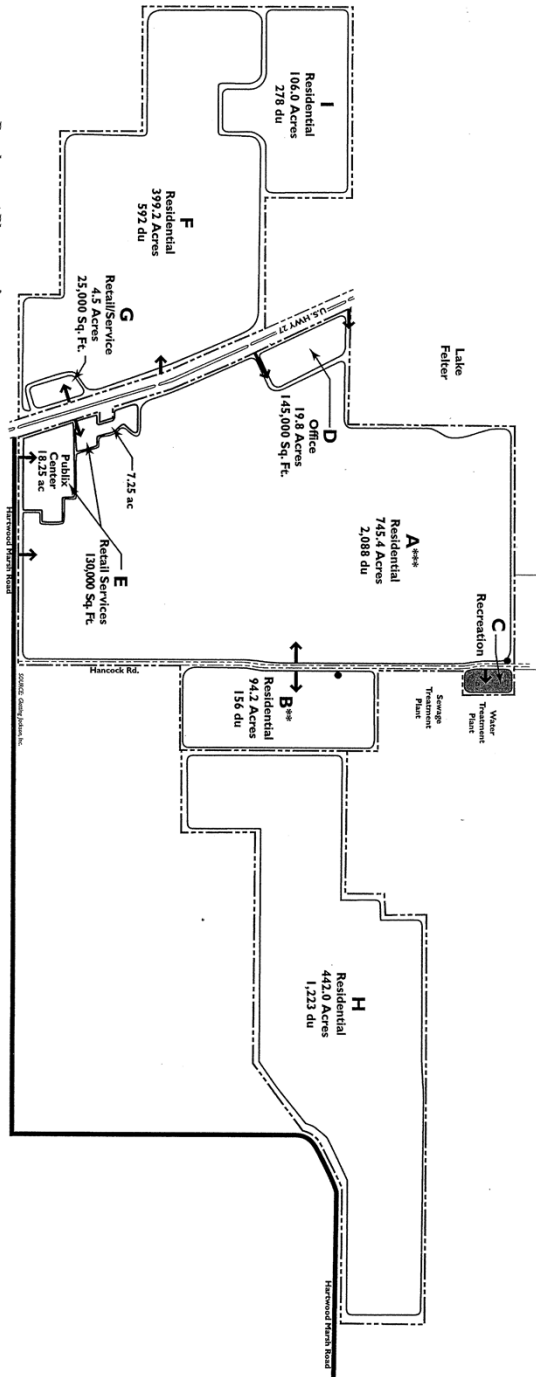


CITY OF CLERMONT RESOLUTION NO. 2017-23



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

Map H
Master Development Plan



Development Plan

Parcel	Use	Acres	Units
A,B,E,H,I	Residential	1786.8*	4,337 du
E,G	Residential	5.0	155,000 sf CIL A
D	Office	30.0	145,000 sf CIL A
A,F	Common Open Space* (Golf/Stormwater Management)	19.8	54 Holes
	Lake	2.0	
Total		1845.6	

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

KINGS RIDGE
LENNAR HOMES AT CLERMONT

November 2015
Scale in feet
0 400 800 1600

North
IG
GEOGRAPHIC INFORMATION SYSTEMS

CITY OF CLERMONT
RESOLUTION NO. 2017-23

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Barbara Hollerand

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

Barbara,

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

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

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

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

Duane K Booth, PE

Booth Ern Straughan & Hiott, Inc.

902 N Sinclair Ave

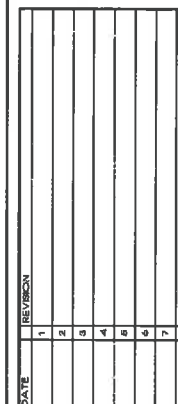
Tavares, Florida 32778

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

duanebooth@besandh.com

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





MASTER PLAN



Sheet 1

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

DUANE K. BOOTH, PE
Registered Eng 4483

JOHNS LAKE

INNOVATION AT HIDDEN LAKE

HARTWOOD MARSH ROAD

ZONED R/R

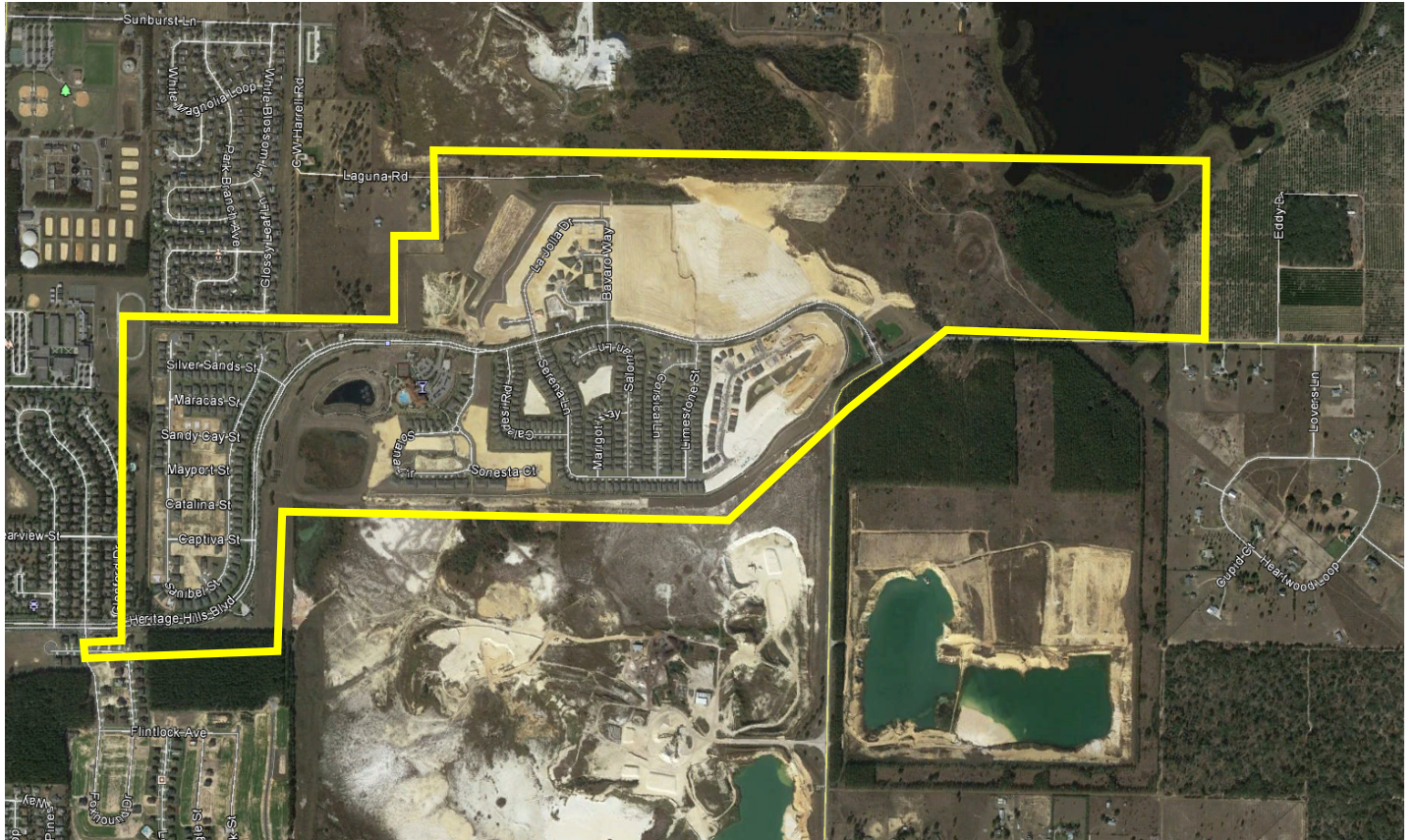
CENTER LAKE PROPERTIES, INC.
ZONED MSP

LADDS DEVELOPMENT, INC.
ZONED R-4

Scale: 1" = 3'

Aerial Map

Heritage Hills



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

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

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

LOCATION:

Heritage Hills Subdivision

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

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

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 – General Conditions

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

CITY OF CLERMONT
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4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the Planned Unit Development without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits from the City and other applicable jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. Any specific references in this Resolution to the Florida Statutes, Florida Administrative Code, City of Clermont Land Development Regulations, City of Clermont Comprehensive Plan, shall include any future amendments to the statutes, code, regulations and or plan.
7. A Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution as prescribed in the City Code.
9. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of the date of grant by the City Council or the Permit shall become null and void.
10. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
11. The subject property; Heritage Hills, shall be an independent development and shall not become part of the Kings Ridge Planned Unit Development as an addition or extension of the Kings Ridge Community Association, Incorporated.
12. The subject property; new community/Phase 7, shall be an independent development and shall not become part of the Heritage Hills Development as an addition or extension of the Heritage Hills Community Association, Incorporated. The new community/Phase 7 shall not have access to the pool or clubhouse amenities within the Heritage Hills Development.

CITY OF CLERMONT
RESOLUTION NO. 2016-09

Section 2 – Land Use

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

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

CITY OF CLERMONT
RESOLUTION NO. 2016-09

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

Section 2.1 – Phase 7 Amendments

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

Section 3 – Physical Site Development and Environmental Issues

1. A dust abatement, soil erosion, and ground stabilization plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion. All disturbed areas that are not to be developed within 30 days after grading is completed shall be seeded and mulched or sodded unless an alternative plan is submitted to and approved by the City.
2. Any and all areas of the parcel shall be in compliance by June 4, 2004 with the agreement with Lake County titled “Developer’s Agreement for Reclamation Activities Related to the Center Lake Sand Mine” dated December 17, 2002. The permittee agrees to execute a document that allows the City to enforce all terms and conditions of the Development Agreement with Lake County following the annexation of property described in Exhibit “A”.
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CITY OF CLERMONT
RESOLUTION NO. 2016-09

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Section 5 – Utilities

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2. A 100 foot by 100 foot well site shall be dedicated to the City; the location of which to be determined by the City Engineer.
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5. The permittee shall not place more than thirty-six (36) inches of overburden on utility lines. Where landscape may be located over such line, the City shall receive indemnification in the event of necessary operation and/or maintenance of the utility. Repair and/or replacement of landscape shall be the responsibility of the permittee.

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RESOLUTION NO. 2016-09

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

Section 6 – Transportation Improvements

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

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

CITY OF CLERMONT
RESOLUTION NO. 2016-09

Section 7 – Landscaping

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

CITY OF CLERMONT
RESOLUTION NO. 2016-09

Exhibit A

Legal Description of 442-acre property, Center Lake PUD

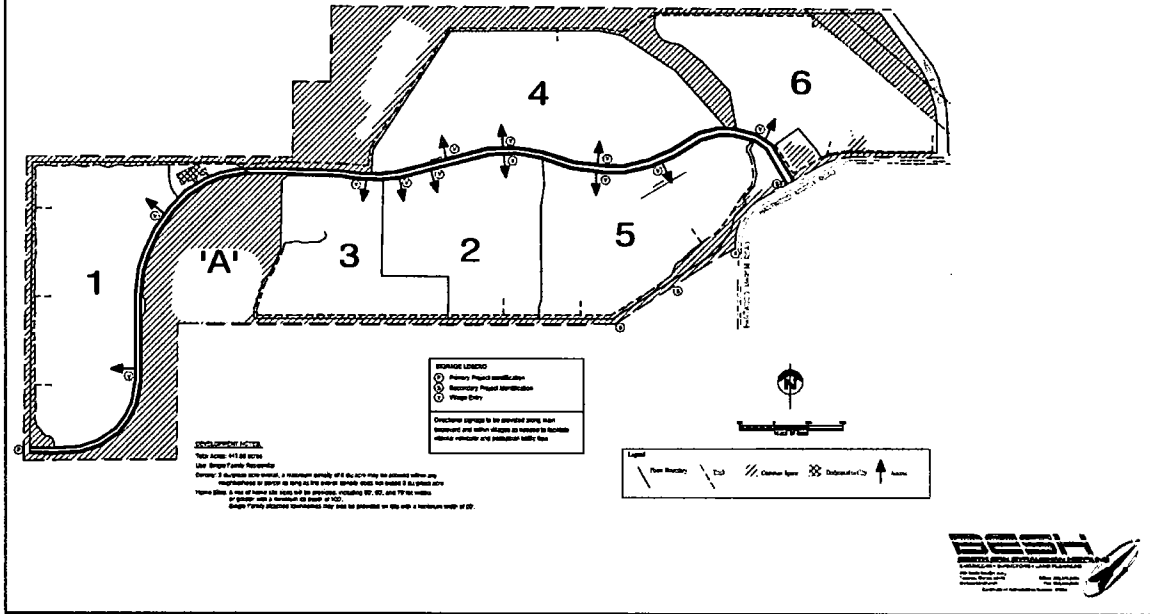
A tract of land lying in Section 2 and 3, Township 23 South, Range 26 East, Lake County, Florida being more particularly described as follows:

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

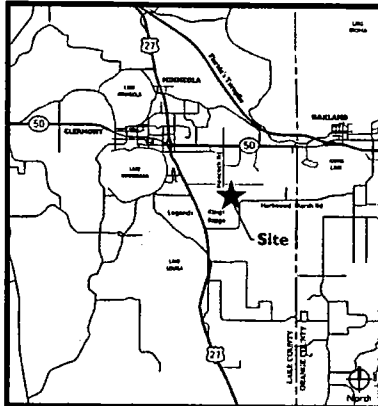
Containing 19248275 Square Feet or 441.88 Acres, more or less.

CITY OF CLERMONT RESOLUTION NO. 2016-09

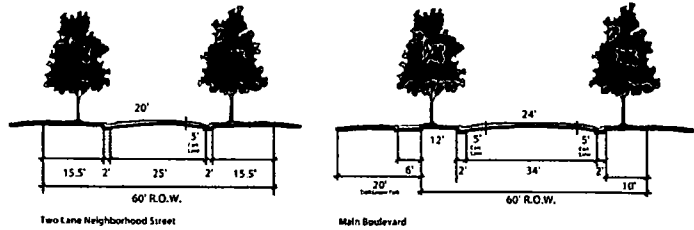
Exhibit B



Location Map

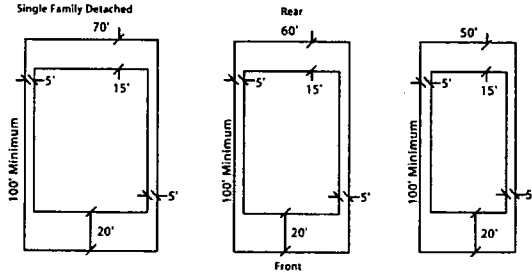


Typical Street Sections



Buildable Areas

Single Family Detached



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

Source: Gitting Jackson

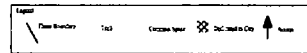
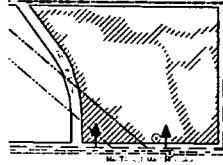
Center Lake
Properties, Ltd.



CITY OF CLERMONT RESOLUTION NO. 2016-09

Exhibit C

New Community



DEVELOPMENT NOTES

Year 2030: 100% build-out
Use: Single Family Residential
Density: 10 units per acre, a maximum density of 10 units per acre within any
development or single lotting for the use of density. Does not exceed 10 units per
acre. A lot of 10,000 sq. ft. or more, including 10,000 sq. ft. and 10,000 sq. ft.
or more, may be subdivided into lots of 10,000 sq. ft. or more.
Single Family Detached Single-Family Detached Map shall be provided on the map a minimum of 10'

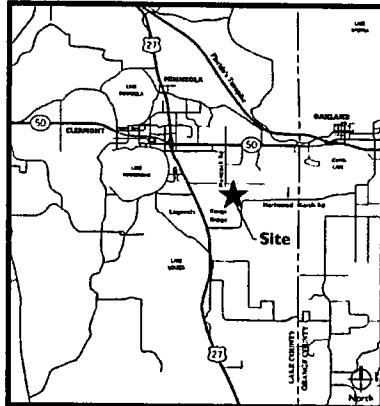
LEGEND

- Primary Project Identification
- Secondary Project Identification
- Single Entry

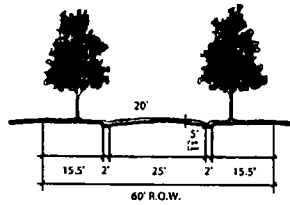
Conditional map shall be provided on the map a minimum of 10'



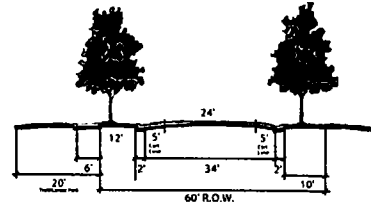
Location Map



Typical Street Sections



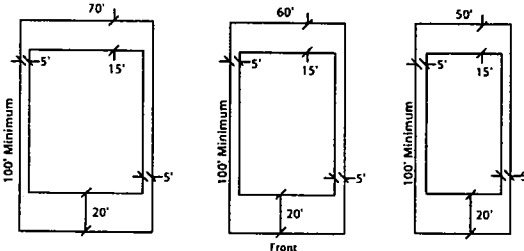
Two Lane Neighborhood Street



Main Boulevard

Buildable Areas

Single Family Detached



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

Center Lake
Properties, Ltd.



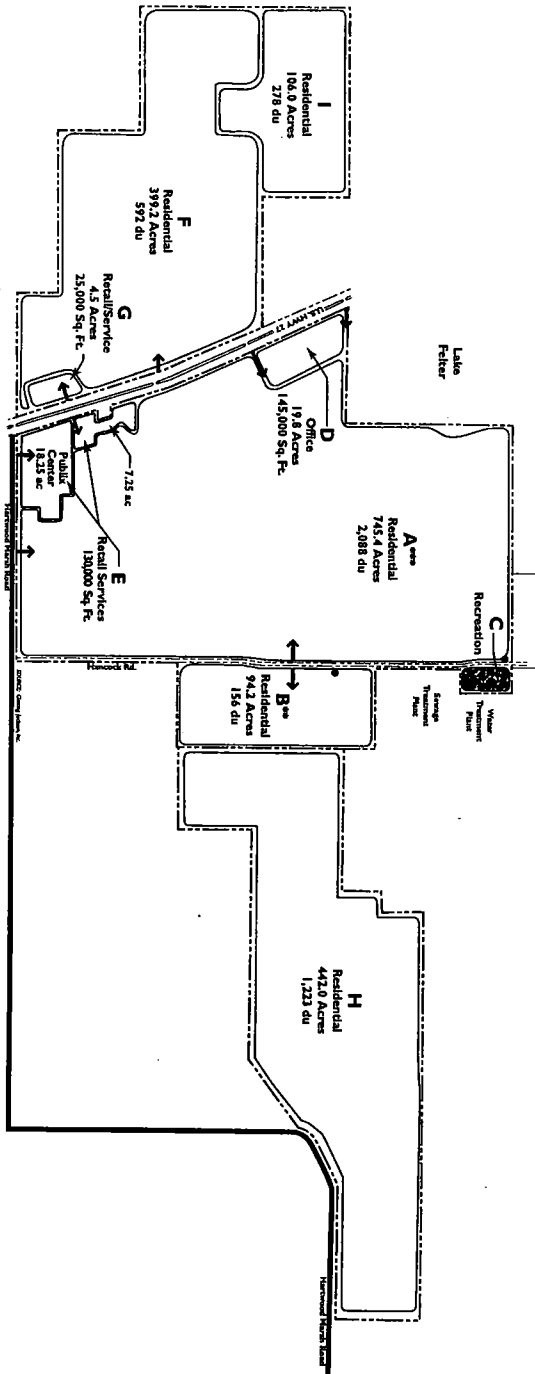
10.20.03

Source: Gunning Jackson

Conceptual Development Plan
Vista Royale
Sheet 2 of 3

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

Map H
Master Development Plan



Development Plan

Parcel	Use	Acres	Units
A,B,E, H, I	Residential	1786.8*	4,337 du.
C	Residential	3.0	—
D	Retail Services	3.0	145,000 ft ² CDA
F	Office	19.8	145,000 ft ² CDA
G	Common Open Space*	19.8	54 Holes
H	(Golf/Shortwater Management)	—	—
Lake	Lake	2.0	—
Total		1845.6	

* Common Open Space acreage included in parcel acreage
 ** 30 acre wetland area and 1 acre transitional area included in Parcel B.
 *** Parcel A includes 34.4 acres from previous

KINGS RIDGE

LENNAR HOMES AT CLERMONT

North

1" = 100'

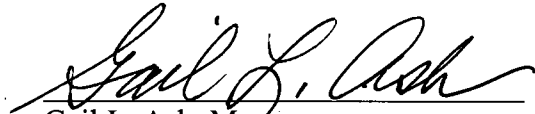
IG

INTEGRATED GROUP

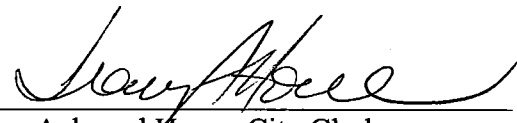
CITY OF CLERMONT
RESOLUTION NO. 2016-09

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

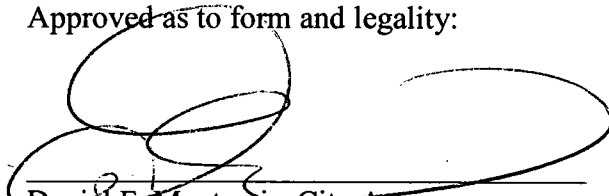
CITY OF CLERMONT


Gail L. Ash, Mayor

ATTEST:


Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



February 8, 2016

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

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

Dear Duane,

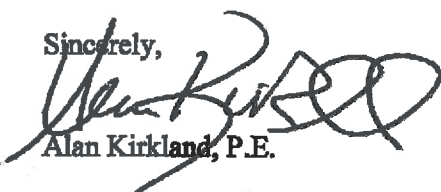
After reviewing your proposed drawings for Heritage Hills 6B, Lake County will not need a sidewalk along the northern section of Hartwood Marsh Road. This would be from Heritage Hills Blvd. to the future Hartle Road. This connectivity will be taking place within the Heritage Hills Phases 6A and 6B.

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

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

Please let us know if we can help further.

Sincerely,


Alan Kirkland, P.E.

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

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

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, GEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5

Planning Manager Henschel presented the staff report as follows:

1. REQUEST FOR CONDITIONAL USE PERMIT

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

APPLICANT: Lennar Homes, LLC

The applicant is requesting to amend the existing conditional use permit (Resolution No. 2016-09) to allow for the elimination of the public sidewalk on Hartwood Marsh Road. This is condition number 5, under Section 6, Transportation Improvements in Resolution No. 2016-09.

In April 2016, the applicant requested the removal of the public sidewalk requirement along with other requests for Phase 7 of the project. The request to eliminate the sidewalk was denied at that time, and after waiting the required one-year time limit to reapply, the applicant is now back for the same sidewalk request.

The existing resolution requires a public sidewalk to be constructed along the north side of Hartwood Marsh Road right-of-way. This is a typical requirement for any development within the City. When this requirement was included as part of the resolution, it was assumed the right-of-way for Hartwood Marsh Road would remain as is. The Lake County Engineering Office has informed City staff that this is not the case anymore. Lake County is working with the Center Lake Sand mine to relocate Hartwood Marsh Road to the eastern side of their property. This would leave a cul-de-sac just to the west of the Heritage Hills entrance on Hartwood Marsh Road. For this reason, the applicant is again requesting not to construct the sidewalk in this area. Lake County has also included a letter that states that this sidewalk will be of no use because of the internal connectivity of the existing development.

Chairman Jones opened the floor to the public.

Duane Booth, of Booth, Ern, Straughan & Hiott, Inc., 902 N. Sinclair Ave., Tavares, FL, he is the engineer for Lennar on this project. He said that Lennar is returning with the same request they had last year. He said there is an existing internal sidewalk that they wish to use which would eliminate the need for an external sidewalk.

Mr. Booth showed a site plan where south Hartle Road (CR 455) connects with Hartwood Marsh Road at a point south of the development.

Mr. Booth said there is a county road within the city limits in Tavares, and that city is required to maintain the sidewalk along the road even though it is a county road. Unless there is a maintenance agreement between the City and County for the County to maintain the sidewalk, it will be the City's responsibility. He said that in this case there is no such agreement.

Rob Bonin, Lennar Homes, 1244 Suzanna Blvd., Orlando, FL, said they wish to eliminate approximately 1,200 feet of sidewalk which will actually lead to nowhere.

Commissioner Martin asked if the internal sidewalk would be available for the public to use.

Mr. Booth said it is a gated community so the internal sidewalk would not be accessible to the public.

Commissioner Martin then asked if the proposed sidewalk, that they do not wish to build, would be available for public use. The answer was yes.

Mr. Booth said the County is actually under contract for the extension of Hartle Road.

Mr. Bonin added that the sidewalk would end in a cul-de-sac.

Chairman Jones asked why the City wouldn't give the developers a year to see how things work out without the sidewalk. He said the sidewalk will cost a substantial amount, and he would not like to see it built if it would not be useful.

Mr. Henschel replied that there is no timeline from the County. The proposed Hartle Road extension could come very soon or not for several years. He said the developer wants to wrap things up and get their final certificates of occupancy.

Mr. Bonin said they are closing out the building of Heritage Hills. He said there is no need for the sidewalk with either alignment of Hartle Road and that it is going to be a dead end either way. He said the only reason you would use that sidewalk would be to get into Heritage Hills, and if you were a resident there you could use the internal sidewalk.

Stuart Kinniburgh, 3736 Serena Lane, Heritage Hills, said that as a resident, he wanted to know if the sidewalk is not built, and a year down the road someone decides that there is a need for the sidewalk can the Homeowners Association then be responsible for providing the sidewalk. He said he would like to support Lennar, however if it is going to cost the HOA in the future, he is not for eliminating the requirement.

Chairman Jones asked Mr. Morgeson if this was an issue that could come up in the future.

Mr. Morgeson, legal representative for the City of Clermont, said that it could be an issue in the future.

Debra Renning, 3649 Corcica Lane, Heritage Hills, said that people who are using the sidewalk could gain access to the Heritage Hills community. She said there are a lot of people in her community who want to have the external sidewalk built.

Ms. Renning stated that she wants the sidewalk built. She said that all the other communities along Hartwood Marsh Road have a sidewalk, and that it would look more professional if it was consistent with the surrounding communities. She said the City should stick to the requirement.

Harry Mason, 3667 Caladesi, Heritage Hills, said the builder wants the requirement removed so they can get their certificates of occupancy and move on. He said some money should be set aside to eventually build the sidewalk when the County does bring Hartle Road down.

Eric Sorkin, 3948 Sanibel St., Heritage Hills, said that the required sidewalk will not go anywhere and he would hate to see City taxpayer money going to maintain such a sidewalk. He said further that it is safer for the residents of the community to use the internal sidewalk. Mr. Sorkin asked for clarification as to removing the requirement from the CUP.

Mr. Morgeson said that if the requirement is removed, then no one will be required to build the sidewalk. If at a later date the sidewalk is required, it will not be Lennar's responsibility to install it.

Rob Bonin, said that Lennar is not trying to get their final certificates of occupancy and leave. He reiterated that the sidewalk is unnecessary and will go nowhere.

Chairman Jones closed the public portion of the meeting.

Commissioner Proli said she is thinking about the future and all the growth. She asked if there is a school near this property.

Mr. Henschel said there is a charter school about a mile away.

Commissioner Proli said she is concerned with safety of children going to and from school without a sidewalk in place.

Commissioner Thayer said there is a question about when the configuration of this road will be changed. She said it could be changed next year or in five years. Commissioner Thayer said that with all the growth, and not knowing what will be built in the future, a sidewalk is necessary.

Commissioner Martin said there is a traffic problem along Hartwood Marsh and that a lot of people walk along Hartwood Marsh Road. He said the sidewalk is necessary. Commissioner Martin also shared his concern that if you eliminate the requirement here it could set a precedent, and others will want to eliminate that requirement in the future.

Chairman Jones said that 1,200 feet of sidewalk will be quite an expense for something that appears that it will not service many people. He would like to find a way to compromise, but doesn't know how that will happen.

Chairman Jones said that there are many places in the City of Clermont where sidewalks should have been put in place and weren't.

Commissioner Martin made a motion to deny the request to eliminate the requirement for an external sidewalk, seconded by Commissioner Proli.

The vote to approve denial of the request was unanimous.



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: Apr 27, 2017

FEE: \$1,500.00

PROJECT NAME (if applicable): Heritage Hills

APPLICANT: Lennar Homes, LLC

CONTACT PERSON: Rob Bonin, V.P. Land

Address: 6750 Forum Drive, Suite 310

City: Orlando State: FL Zip: 32821

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

E-Mail: rob.bonin@lennar.com

OWNER: same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Alternate Key #3823713

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

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

Land Use (City verification required): Master Planned Development

Zoning (City verification required): PUD





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

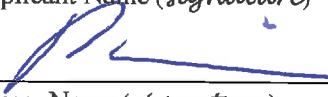
Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

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

Rob Bonin
Applicant Name (print)

X 
Applicant Name (*signature*)

Rob Bonin
Owner Name (print)

X 
Owner Name (*signature*)

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

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

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

LEGAL NOTICE

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

LOCATION

Heritage Hills Subdivision
442 acres +/-

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

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

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
May 30, 2017
June 20, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Variance Request <i>Mobil Gas Station</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
<i>The applicant appeared before the Council on June 27, 2017 with regard to the variance request. The applicant was provided additional time to supply the specifics of the landscape material that was being proposed. Staff has received a landscape repair/replacement plan prepared by the applicant. Staff has reviewed the plan, and the plants being proposed appear to be native to south Florida and may not survive the cooler temperatures in our area, which is located in the 9B planting zone. Staff is still unable to support the applicant's request.</i> The applicant, Mount Dora Gas, Inc., is requesting the following variance to the land development code (LDC): To allow native landscaping without irrigation at a commercial location rather than meeting the requirements in the LDC, Chapter 118 Vegetation. The applicant would like to replace the existing non-native landscaping with native landscaping that will not require irrigation. The applicant is the operator of the Mobil gas station located at 998 East Highway 50. The property was impacted by the expansion and construction of the Highway 50 and U.S. Highway 27 interchange. Several other properties were impacted as well. Each property owner was paid for the taking and the inconvenience the construction activity presented. As part of the process, each property went through meetings with staff to develop a "cure plan." The cure plan allowed all parties involved, including the City, to come to an agreement that met the intent of the code for landscaping, parking, or other site-related issues that had been disrupted due to the construction activities. The owner of the site, Lindenhurst Realty Group, had a cure plan prepared and approved on March 26, 2013 by the Council that had landscaping and limited irrigation. The site currently has an active code case regarding the lack of landscaping and dead landscape material. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that six of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------|---|
| 1. | Landscape Plan | 998 E 50 Landscape plan.pdf |
| 2. | Exhibits | 998 E 50 Exhibits.pdf |
| 3. | Review Criteria | 998 E Hwy 50 Mobil Gas Station review criteria.docx |
| 4. | Photos | Photos.pdf |
| 5. | Application | 998 E 50 App.pdf |
| 6. | Legal Ad | VAR Legal AD Mobil Gas Station.docx |

Clermont Mobil Landscape Repair/replacement Plan

July 6, 2017

Prepared by
Mt. Dora Mobil Inc.

Current Conditions:

36 dead plants were removed in Jan 2017
6 dead Aoakukin Vibaunum were removed in Jan 2017
600 sq. ft. of mulch is missing
Rainbird irrigation system needs to be repaired

Proposed Condition:

All plants to be replaced with the following
6, Aoakukin Vibavnum, see attached description
12, Red Sister Cordyline, see attached description
12, Mammy Croton, see attached description
12, Yellow Arborcola, see attached description
600 sq. ft. of red mulch
Irrigation system to be repaired

The proposed improvements will be accomplished within 60 days of approval by city of Clermont

Viburnums

Their cold tolerance makes them ideal for worry-free winters and both make outstanding hedge or privacy plants.

These shrubs work with any style landscaping - tropical, formal, you name it.

They can be kept regularly manicured or only occasionally trimmed for a more rounded, natural look. Spaced correctly they'll stay full to the ground to create a dense wall of green.

There are **other viburnum varieties** - less commonly used but with very attractive qualities:

Awabuki viburnum is also called "Mirror-Leaf" for its super-glossy, large leaves.

This variety can get very big and works extremely well as a fast-growing large hedge or privacy plant.

You can keep it 8 to 10 feet tall by 6 feet wide.

**Plant specs**

Viburnum odoratissimum is a fast grower; suspensum grows at a bit more moderate pace.

These evergreen shrubs - odoratissimum and suspensum - can get very big (huge, in fact) but you can keep them trimmed to a reasonable size. Odoratissimum can be kept 4 to 6 feet, suspensum 3 to 5 feet tall.

They're cold hardy plants, fine anywhere in South Florida including Zone 9B.
Odoratissimum prefers full to part sun, but suspensum does well in sun or shade.
The spring flowers are big clusters of tiny white blooms, pretty though not overly showy. (The walters varieties have a pretty covering of white.)
These are said to be deer-resistant plants - though we make no promises.

Plant care

Add top soil (or organic peat moss) and composted cow manure to the hole when you plant.
Trim regularly if you want to keep your plants well-manicured...or just occasionally for a naturally mounded look.
Odoratissimum will grow out of a "haircut" fast; suspensum takes a bit longer.
Do a hard pruning in spring after the shrub has finished flowering.
Water on a regular basis, with enough time between waterings for the plant to dry out a bit.
Odoratissimum is moderately drought-tolerant once it's well-established, though it looks better and stays healthier with regular irrigation.
Suspensum does best with a regular watering and doesn't mind minor "wet feet" occasionally.
Fertilize 3 times a year (spring, summer, and autumn) with a quality granular fertilizer.

Plant spacing

Place these plants 3 to 4 feet apart...any closer and mature shrubs will eventually be fighting each other for a place in the sun and the base of the plants will be bare.
For planting by the house, come out 3 to 4 feet (or more). Along a walk or drive, come in 4 or 5 feet.
These plants can be container grown, though they can outgrow the pot in no time, so planting in the ground is preferable.
Landscape uses for viburnums hedge
backdrop for smaller plants
accent for the corner of the house
surrounding the trunks of tall palms
large foundation plant along a blank wall
for privacy by a deck, patio or outside a pool cage
camouflage shrubs for A/C or pool equipment
lining a driveway
fronting taller plants

Cordylines

Cordyline fruticosa & Dracaena

Cordylines and dracaenas have fabulous foliage for dramatic color and provide height and a look of the tropics to South Florida gardens.
These colorful foliage plants come in almost endless varieties and provide colors like pink, cream, bronze, lime-green, and red to areas with some shade.
Though they're in different plant families, both are easy-care plants.

They look very similar and have almost identical landscape uses, so we've grouped them together here.
To learn the name of each pictured on this page - as on all photos on this site - run your cursor over the photo.

Cordyline plants are typically lumped together and called "ti plants."



The most popular and commonly grown is "Red Sister" cordyline, with its brilliant fuschia new growth and bronze-magenta leaves.

Ti is correctly pronounced "tee," though most of us fall into the habit of saying "tie" simply because everyone seems to do so.

Cordylines show off their best color during cooler weather...a real boon for snowbirds.

They're considered a good luck plant in Hawaii where every property seems to have at least one ti plant.

Dracaenas, like cordylines, have the benefit of shapeliness - they fit nicely into narrow spaces - and enough height to set off a tropical garden.

They're also considered to be deer-resistant.

Dracaena marginata, the most well-known of this group, has spiky green leaves rimmed with red.

Here in South Florida this plant adds architectural interest against a blank wall or makes a unique accent by an entryway.

These plants - both cordylines and dracaenas - do flower...some more noticeably than others.

One, the "Corn Plant" (*dracaena fragrans*) has extremely fragrant flowers, though the blooms don't look like flowers, more like a bunch of knots on a rope.

The smell is intensely sweet, especially at dusk.

The most common complaint about cordylines is that eventually they can grow tall and leggy, with thin bare trunks (called "canes") and foliage only on top.

To encourage a fuller look at varying levels, prune during warm summer weather. To do this, cut off a cane at a lower height and it will usually sprout a new "head" or two from the sides of the cut.

Rather than chopping off the heads of all the canes at once, cut the tallest one first.

After it sprouts new growth, do the next tallest one. This way some foliage is visible while you're pruning the plant.

Plant each cutting back into the ground near the base of the original plant (or start it in a container) - most will root and grow.

In some cases, the openness of bare canes can create an interesting silhouette. But if you prefer to camouflage them, use cordylines and dracaenas as backdrop plants or use low spreading plants to hide a bit of the legginess.

Plant specs

Heights vary by variety but most of these plants are slow growers.

Zone 10 is best but in Zone 9B keep them in containers to move inside during cold weather. Bright shade works fine for all, though some can take more sun than others...morning sun, preferably. You often see ti plants doing fine in sunny areas, but they can become brown-edged and raggedy, so give yours afternoon shade.

Ask at the nursery when you purchase one of these plants what kind of light it prefers.

Plant in an area protected from wind so the foliage doesn't become shredded and unattractive.

Plant care

Add top soil or organic peat humus to the hole when you plant, especially if the area is very sandy and dry.

Trimming is totally unnecessary, other than pruning in summer, if you like, to control height and/or encourage fuller growth.

These plants don't like to stay wet, so give them regular irrigation with time to dry out a bit between waterings.

Dracaenas are a bit more drought-tolerant but, with either plant, too-infrequent waterings will cause the tips of the leaves to turn brown.

Fertilize twice a year (spring and fall) with a good quality granular fertilizer. Don't over-fertilize these plants.

Plant spacing

You can plant groupings of most of these plants very close together for upright plants. A few exceptions are Song of India and Black Magic.

Song of India dracaena (*dracaena reflexa*) - pictured at left - has a swirling, meandering habit, but *dracaena marginata*, corn plant *dracaena* and others grow straight up.

Depending on variety, these plants can be placed as close as 2 feet from the house. Come in from walks and drivss 3 feet to allow for future growth.

Both cordylines and dracaenas make excellent container plants. Dracaenas do fine as houseplants as well.

Landscape uses for cordylines and dracaenas

backdrop

tall accent for entry or garden bed

architectural accent

semi-privacy plant by a window, deck, porch or patio

along a blank wall

Crotons

Codiaeum variegatum

Crotons are the most popular of South Florida's colorful foliage plants, with brilliantly-colored leaves shot with gold, red, orange, green and even pink.

This easy-care shrub features color and low-maintenance for any size yard.

They feature many leaf types and sizes - swirly, narrow ribbons to wide, flat leaves.

Some have fun names like Dreadlocks and Sloppy Painter. Others are more dignified such as Eleanor Roosevelt and Ronald Reagan.

We've included all varieties in the Small Shrubs section because most can be kept at 3 feet...though you can let them grow larger if you prefer.

Some cultivars including Gold Dust, Corkscrew, Sloppy Painter, Red Bravo and Stoplight, can get as big as 10 feet tall...these varieties are best kept about 4 to 5 feet.



One of the smallest croton plants is Mammy - a red variety with bright red, yellow and green leaves (pictured above), or a yellow Mammy with yellow foliage and a bit of green. The Mammy croton can be maintained about 2 to 2-1/2 feet. Different varieties can be planted together for a riot of color and a mix of textures, or place several of the same variety to grow together in a "drift."

These gorgeous shrubs can jazz up an all-green landscape or work well with flowering shrubs or other plants prized for their bright foliage like the Ti plant (cordyline 'Red Sister'). A benefit of mixing crotons with flowering shrubs is the consistency of color in the landscape, even while other plants are not in bloom.

If the mix of hot colors like orange, red and yellow don't appeal to you, check for varieties with pinks and/or purples in their foliage...

...like Mrs. Iceton, Magnificent or Red Corkscrew.

If an all-yellow color works better with your landscaping, there are plenty of these available - including General Padgett, Galaxy and Narrow-leaf Gold Dust.

Plant specs

These are slow growers, and most can easily be kept 3 feet (or less for smaller varieties).

You can plant in almost any light - full sun to partial shade - with some types of this plant, like the classic Petra, preferring a bit more shade.

Many (such as Mammy croton) attain their brightest coloring in full sun.

Moderately salt-tolerant, these shrubs do best in Zone 10.

In cooler areas of Zone 10A that border Zone 9B, the plants may defoliate in colder winters, so place in an area protected from wind. You may also want to cover the plants if frost is predicted. (See [Cold Protection](#) for tips.)

In Zone 9B a croton can be grown in a container and moved inside during winter.

These plants contain **toxins**, and are considered to be resistant to damage from deer (though we make no guarantees).

Plant care

Add a combination of top soil or organic peat humus and composted cow manure to the hole when you plant.

When shopping for a croton or another foliage plant, always look at lower leaves. These will generally indicate what the overall color and look of the plant will be when it's more mature.

Make sure the area is well-drained...crotons will not put up with "wet feet."

This shrub is moderately drought-tolerant once established, though it does best with regular irrigation schedule that gives it time to dry out between waterings.

Trimming is only needed occasionally to keep the plant's size in check. As with all foliage shrubs, always trim stems - don't cut across leaves.

Fertilize 3 times a year - once each in spring, summer and autumn with a quality granular fertilizer.

Plant spacing

Smaller croton varieties can go as close as 2 feet apart. The rest should be placed 2-1/2 to 3 feet apart.

Come away from the house 2 feet or more.

These make excellent container plants, especially nice (and non-messy) in a poolcage.

Landscape uses for crotons

low to mid-height hedge

accent plant

around the outside of the poolcage or lanai

lining a walkway or drive

surrounding palms or trees

along a fence

flanking the entry or garage

edging a deck, patio or porch

groundcover shrub (small varieties)

under low windows (small varieties)

foundation plant (small and regular varieties)

privacy screen (larger varieties)

in a container or a planter box

Variegated Arboricola

Schefflera arboricola 'Trinette'

The popular variegated arboricola is a South Florida gardener's dream plant - a showy, versatile, easy-care shrub that thrives in sun or shade.



Landscapes in South Florida have become almost overwhelmed with the use of this plant - and with good reason.

It looks good anywhere, no matter what you do to it (well, almost), and takes next-to no care. "Trinette" is the most commonly grown variegated cultivar. The [all-green variety](#) grows faster and larger and is included in the 4-6 foot Shrubs section.

Charmingly pretty as an accent, foundation planting, or in a garden bed, this dwarf schefflera can add tropical flair to an otherwise ho-hum landscape. It can be grown to highlight other plants or stand out as star of the show with its bright yellow and green foliage.

Plant specs

This well-behaved arboricola plant grows at a moderate pace and can be kept about 2-1/2 to 3 feet tall. Evergreen and cold tolerant, it does fine in Zone 9B and southward.

Though it will grow in full sun or full shade, arboricola tends to look its best in part sun or part shade.

Plant care

Plant with a combination of top soil or organic peat moss and composted cow manure added to the hole.

Variegated arboricola is one of the easiest plants to trim for shape and size.

Just cut off any tall, wayward stems just below the level of other foliage. The rest of the plant's leaves will cover the pruned areas. No hard pruning is needed.

Fertilize 3 times a year - in spring summer and autumn - with a good quality granular fertilizer.

Water regularly but let the soil dry out between waterings. Make sure the planting location drains well and doesn't stay wet.

Plant spacing

Plant these shrubs about 2 to 2-1/2 feet apart. They can go close to the house - come out 2-1/2 to 3 feet.

Variegated arboricola does fine in a container with the correct amount of water.

Landscape uses for variegated arboricola

foundation planting

accent plant in a mixed bed

around the trunk of a tree or palm

lining a porch, patio or pool cage

in a planter outdoors or in the pool cage

as a low hedge or "friendly fence"

circling a lightpost or around a mailbox

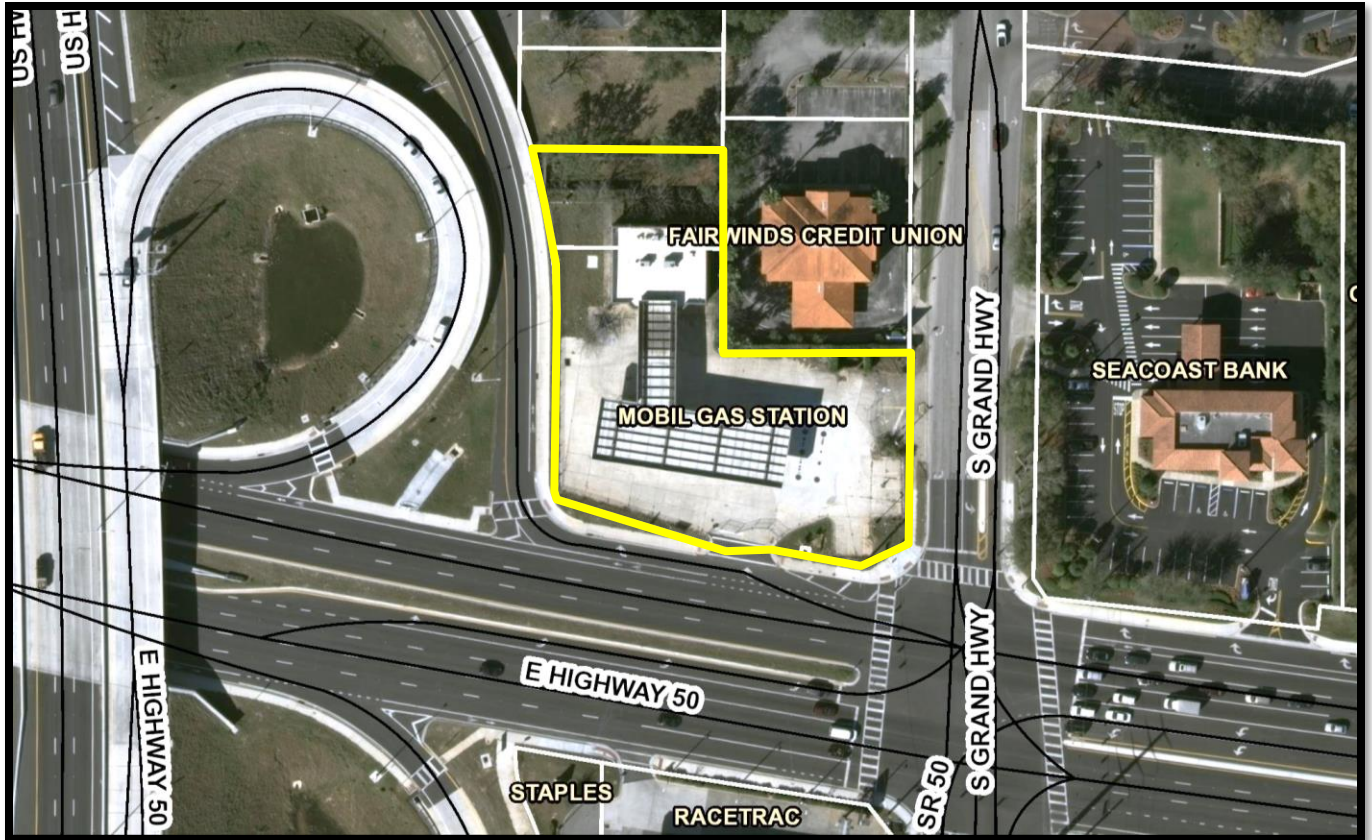
along a low fence

in drifts to add color to a shady area

lining a walk or drive

under low windows

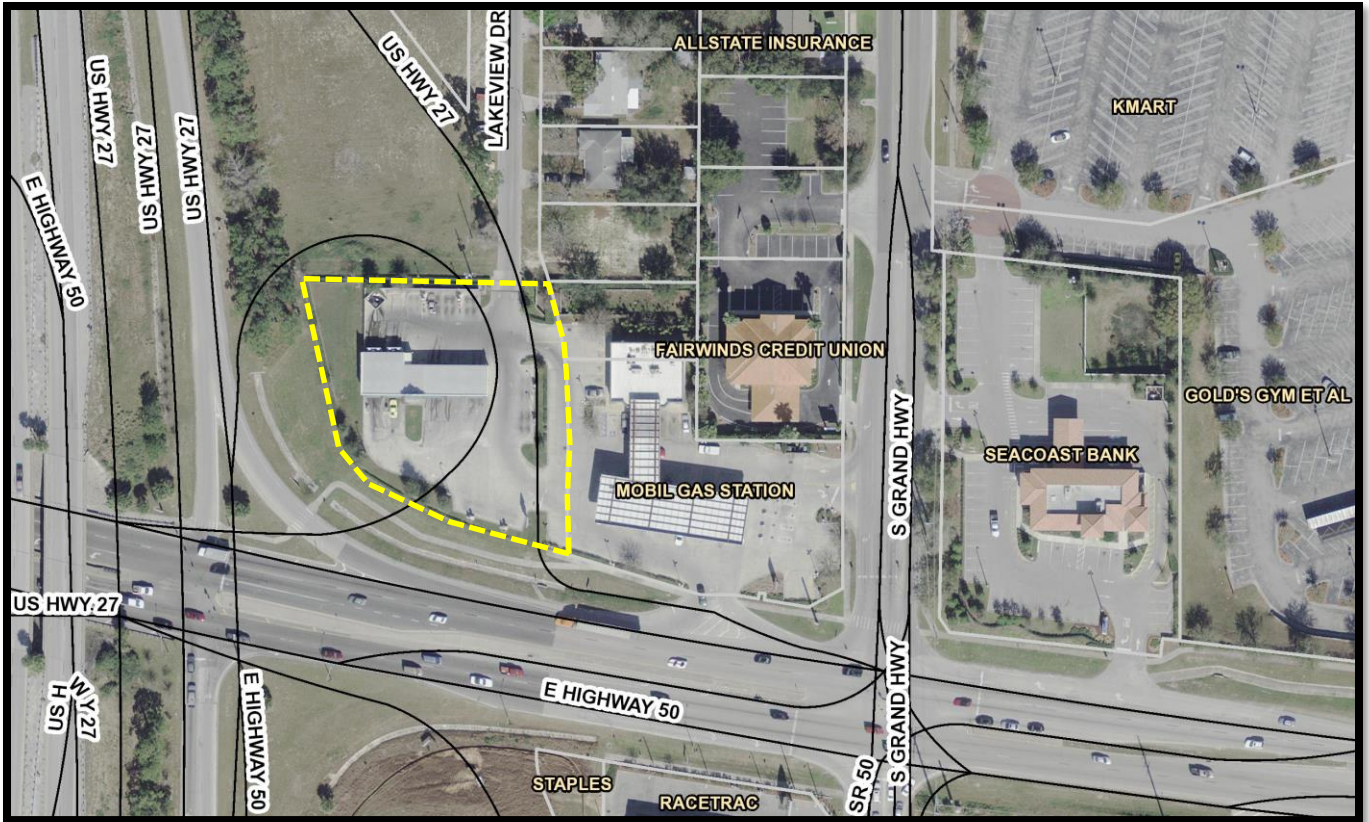
998 E. Hwy 50 – Mobil Gas Station - Variance



Variance:

To allow for native landscaping and no irrigation system

998 E. Hwy 50 – Mobil Gas Station - Variance



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

998 E. Hwy 50 – Mobil Gas Station Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

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

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

Positive finding

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

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

Negative finding

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

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

Negative finding

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

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

Negative finding

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

Applicant response: Yes

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

Positive finding

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

Applicant response: No

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

Negative finding

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

Applicant response: No

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

Negative finding

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

Applicant response: Yes

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

Negative finding

STAFF RECOMMENDATION:

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





PRICE
— or —
Mobil
CREDIT
CARD

BOAT
FUEL









PRICE
— or —
Mobil
CREDIT
CARD

BOAT
FUEL



VAR 1705-0003



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-21-17

FEE: _____

PROJECT NAME (if applicable): Clermont landscaping

APPLICANT: Mount Dora Gas Inc

CONTACT PERSON: Suriah R.

Address: 16055 State Road 52, Suite 201

City: Land O Lakes State: FL Zip: 34638

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

E-Mail: pjallo@gmail.com

OWNER: Paul Jallo / Jallo Oil Distributors, Inc

Address: 16055 State Road 52, Suite 201

City: Land O Lakes State: FL Zip: 34638

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

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

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

Legal Description (include copy of survey): Copy attached

Land Use (City verification required): _____



Zoning (City verification required): _____

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

Section 86-174

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

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

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

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

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

NO



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

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

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

NO

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

yes

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

NO

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

NO



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

yes

Paul JAUO
Applicant Name (print)

x

[Signature]
Applicant Name (signature)

→ ZAYA GIVARGIDZE
Owner Name (print)

x

[Signature]
Owner Name (signature)

***** NOTICE *****

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

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

LEGAL NOTICE

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

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

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

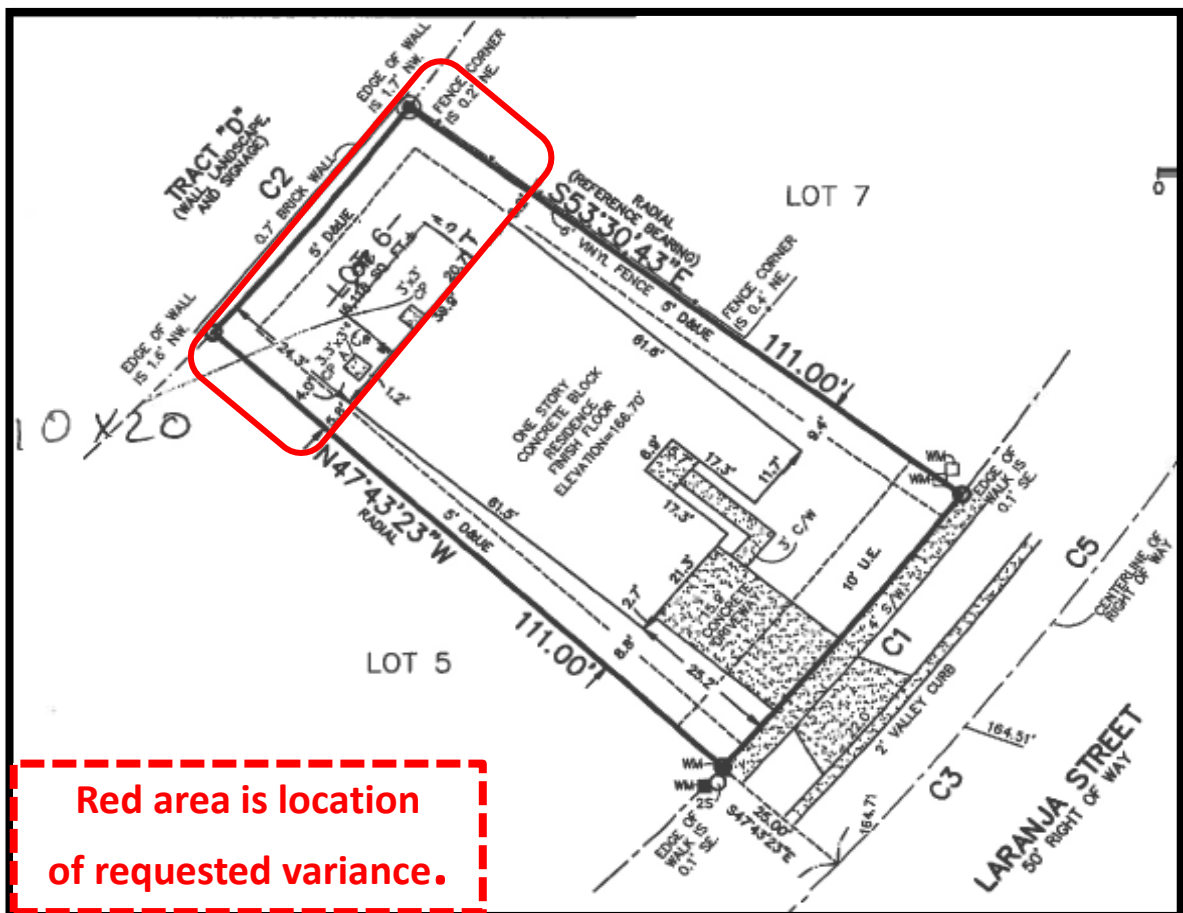
Daily Commercial
June 20, 2017



AGENDA ITEM

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Variance Request <i>Vaughn</i>		
Requested Action		
Recommend denial of variance request.		
Staff Report		
The applicant is requesting the following variance to the land development code (LDC): (1) To allow for a rear-yard setback of 14 feet instead of 20 feet as required by the LDC, Article IV. Planned Unit Development (Ordinance No. 2016-11). The applicant would like to construct a 10' x 20' screened room with a solid roof in the rear of subject property located in the Terrace Grove subdivision. The existing rear-yard setback is 24 feet from the property line. The proposed screen room addition would encroach 6 feet into the 24 feet, allowing a 14-foot rear-yard setback. There is an existing brick wall located in the rear of property. The property was developed in Lake County and annexed into the City with PUD zoning that requires a 20-foot rear-yard setback. The HOA architectural review board has approved the proposed screen patio. The proposed structure is very similar to other structures that have been built in the community. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Site Map	13551 Laranja Street Site Map.pdf	
2. Survey	Vaughn site plan.pdf	
3. HOA Approval Letter	HOA approval Ltr.pdf	
4. Sec.86-174 Variance Criteria	Sec. 86-174 Variance Review Criteria (Vaughn).docx	
5. Application	A Vaughn app.pdf	
6. Legal ad	VAR Legal AD (Vaughn) 13551 Laranja Street.docx	

13551 Laranja Street – Site Map

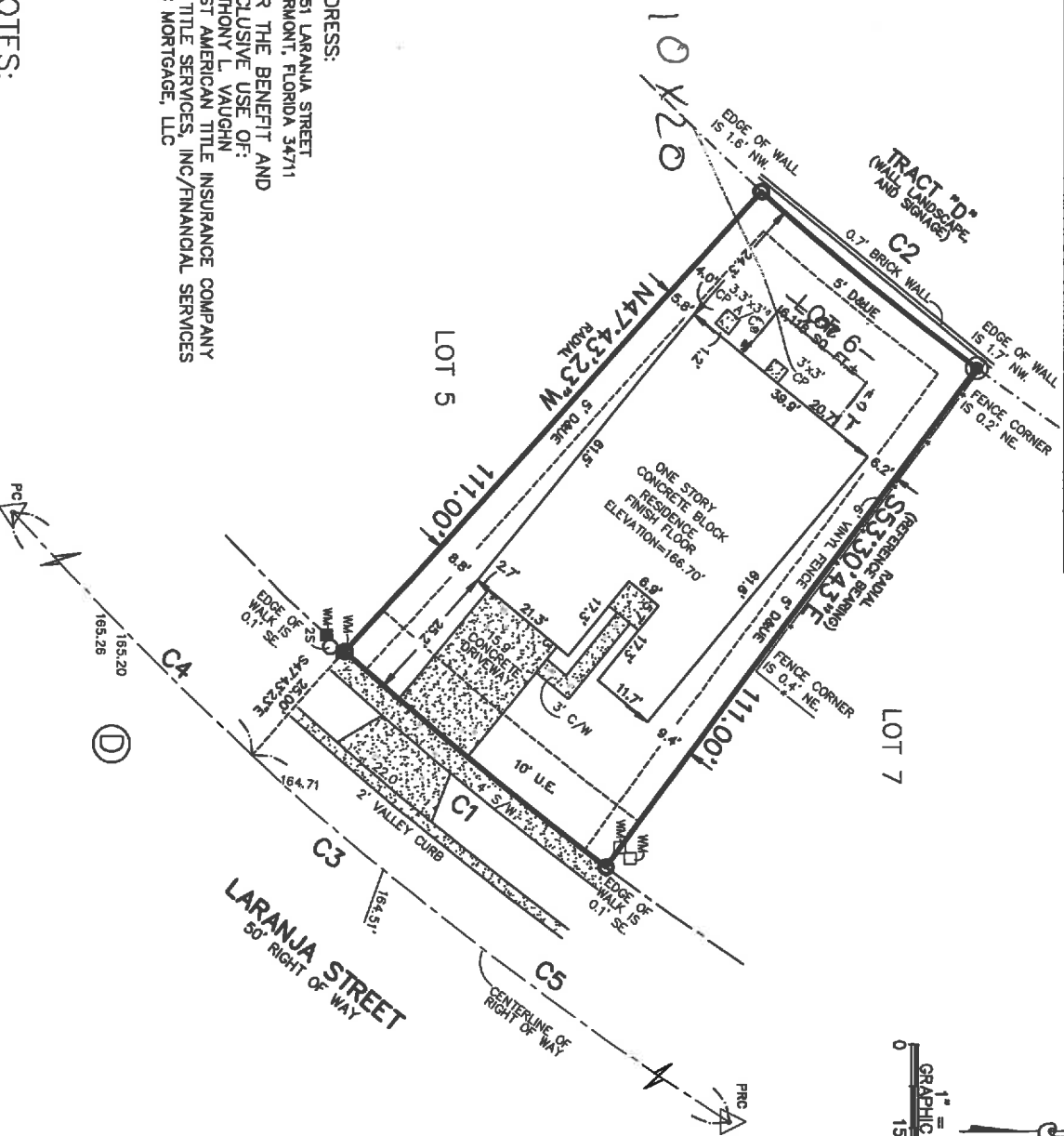


BOUNDARY & AS-BUILT SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 6, TERRACE GROVE
AS RECORDED IN PLAT BOOK 0064, PAGE(S) 0018-0020, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CURVE TABLE				
CURVE	CENTRAL ANGLE	LENGTH	RADIUS	CHORD BEARING
C1	54°20"	60.72'	601.00'	S39°22'57"W 60.70'
C2	54°20"	49.51'	490.00'	N39°22'57"E 49.48'
C3	39°21'56"	430.11'	626.00'	N37°31'59"E 421.70'
C4	14°56'21"	163.22'	626.00'	N49°44'48"E 162.76'
C5	24°25'37"	286.88'	626.00'	N30°03'48"E 264.87'



ADDRESS:
13551 LARANJA STREET
CLERMONT, FLORIDA 34711
FOR THE BENEFIT AND
EXCLUSIVE USE OF:
ANTHONY L. VAUGHN
FIRST AMERICAN TITLE INSURANCE COMPANY
KB TITLE SERVICES, INC/FINANCIAL SERVICES
FBC MORTGAGE, LLC

NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED, INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.
2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 08-28-12, UNLESS OTHERWISE SHOWN.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.
5. BUILDING TIES SHOWN HEREON ARE NOT TO BE USED, TO RECONSTRUCT THE BOUNDARY LINES.
6. ELEVATIONS SHOWN HEREON ARE BASED ON SITE BENCHMARKS AS SHOWN ON TERRACE GROVE PLAT, AS RECORDED IN PLAT BOOK 84, PAGES 18-20, BEING NGVD 29 DATUM.

I HAVE EXAMINED THE F.L.R.M. COMMUNITY PANEL NO. 120421 0570 D, DATED JULY 3, 2002, AND FOUND THE SUBJECT PROPERTY APPLIES TO BE IN ZONE X AND OUTSIDE THE 100 YEAR FLOOD PLAIN. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ABOVE INFORMATION. PLEASE CONTACT THE LOCAL F.E.M.A. AGENT FOR VERIFICATION.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY LINE OF LOT 6 BEING S83°30'43"E, PER PLAT.

(FIELD DATE) 07-13-12
SCALE: 1" = 30 FEET
APPROVED BY: JB
JOB NO. 0042902 LOT 6
DRAWN BY:

REVISED:
DENTS 08-14-12 RP
FINAL 08-28-12 CC
FORNBOARD 07-18-12 CC
PLAT PLAN 08-12-12 JMH

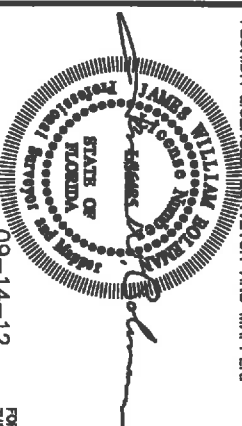
LEGEND

- ① SANITARY SEWER MANHOLE
- CENTERLINE
- RIGHT OF WAY LINE
- 131.24' EXISTING ELEVATION
- A/C AIR CONDITIONER
- CONCRETE
- CHORD LENGTH
- C.B. CHORD BEARING
- CBW CONCRETE BLOCK WALL
- CP CONCRETE PAD
- CS CONCRETE SLAB
- C/W CONCRETE WALK
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
- ID IDENTIFICATION
- INC INCH
- LS LICENSED BUSINESS
- US LICENSED SURVEYOR
- (M) MEASURED
- PB PLAT BOOK
- D & UE DRAINAGE & UTILITY EASEMENT
- U.E. UTILITY EASEMENT
- WM WATER METER
- WM D WATER METER
- FOUND 1/2" IRON ROD AND CAP LB #6383
- FOUND NAIL & DISC LB #68
- SET 1/2" IRON ROD AND CAP LB #6383
- △ CENTRAL ANGLE
- (P) PER PLAT
- PC POINT OF CURVATURE
- PCG POINT OF COMPOUND CURVE
- PCP PERMANENT CONTROL POINT
- PI POINT OF INTERSECTION
- PK PARKER KALON
- POL POINT ON LINE
- POC POINT OF CURVE
- POI POINT OF INTERSECTION
- PRC PERMANENT REFERENCE MONUMENT
- PSM POINT OF SIGHT MONUMENT
- PT POINT OF TANGENCY
- R RADIUS
- RP RADIUS POINT
- S/W SIDEWALK
- TYP TYPICAL
- UP UTILITY PAD
- W.L.&S.E. WALL, LANDSCAPE & SIGN EASEMENT
- O.S. SANITARY LATERAL
- ② STORM MANHOLE

NSM

AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAURE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 428-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM



JAMES W. BOLEMAN PS# 6485

DATE



April 25, 2017

911250
Anthony Vaughn
13551 La Ranja St
Clermont, FL 34711

Re: ARB Application

Dear Homeowner:

This letter is being written at the direction and on behalf of the Architectural Review Board for Terrace Grove HOA Inc.

The Architectural Review Board has approved your application, as submitted, for the installation of a screen room on your back patio.

If you have any questions at all, please feel free in contacting me at the Terrace Grove HOA, Inc. c/o Sentry Management 1645 E. Highway 50, Suite 201, Clermont, FL 34711.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Rights', written over a circular stamp.

Barbara Rights, CAM
Community Association Manager
352-243-4595 ext.59009
brights@sentrymgt.com

TERRACE GROVE HOMEOWNER'S ASSOCIATION, INC.
APPLICATION TO THE ARCHITECTURAL REVIEW BOARD

This is a request form to be completed by the homeowner and submitted to the Architectural Review Board (ARB) for approval BEFORE any work commences. Please refer to your Declaration of Covenants and Restrictions for a description of the ARB and its purpose.

THIS SECTION TO BE COMPLETED BY HOMEOWNER

ASSOCIATION NAME: Terrace Grove DATE: 04-14-17
NAME: Anthony Vaughn
ADDRESS: 13551 La Ranza St Clermont Fl.
PHONE (Home) (347) 489-0307 (Work) (407) 634-8800

DESCRIBE THE CHANGE/ADDITION INSTALLATION: (I.E. Fence installation, repaint exterior, screen enclosure, pool, etc...)

Screen room

LOCATION: (attach a copy of a survey showing where the addition is located)

on back patio

SPECIFICATION: (attach copies of plans, estimates or pictures)

Dimensions: 10' x 20'

Material(s): 3" composite roof, aluminum extrusion, screen

Color(s): BRONZE

Note: All requests must conform to all local Zoning and Building Regulations and you must obtain all necessary permits if you request is approved by Architectural Review Board.

THIS SECTION TO BE COMPLETED BY ARCHITECTURAL REVIEW BOARD

REQUEST: Date Approved: 4-24-17 Date Denied: _____

BOARD MEMBER'S SIGNATURE: Via email RECEIVED

COMMENTS: _____ APR 19 2017

DIVN 90

Forward to: Sentry Management, Inc. 1645 E Hwy 50, Clermont, FL 34711

Tel. (352) 243-4595 or Fax (352) 243-4597

13551 Laranja Drive - Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *We were developed in lake County and were recently brought into the City.*

Staff comments: *The above referenced property was developed in Lake County and later annexed into the City of Clermont. The current zoning is Planned Unit Development which requires a minimum rear yard setback of 20 feet, the code requires a screen room with a solid roof be able to meet the side and rear yard setbacks of the primary structure for zoning district.*

Negative finding

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

Applicant response: *I did not create the setback issue.*

Staff comments: *The property owner does have an interest in the property and is requesting the variance for the screened room addition.*

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: *Other screen rooms existing in the neighborhood.*

Staff comments: *The Land Development Code will allow construction of a screened patio with a screen material roof. The property owner is requesting a screen room with a solid roof, which requires a 20-foot rear yard setback for proposed screen room.*

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 we are adding value to our home.*

Staff comments: *No evidence presented 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: Yes

Staff comments: The requested variance appear to be the minimum variance necessary to allow reasonable use of the proposed screened room.

Positive finding

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

Applicant response: No

Staff comments: The City Council has granted similar variance request in the past to allow screen porch additions in the same zoning district.

Positive finding

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

Applicant response: It will add value and there is a wall between me and the road.

Staff comments: The proposed variance does not appear to substantially diminish property values or alter the essential character of the neighborhood. The HOA Architectural Review Board has approved the proposed screen room patio addition to existing structure.

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: Yes, it will blend in.

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

Positive finding

STAFF RECOMMENDATION:

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



CITY OF CLERMONT
VARIANCE
 Application

DATE: 06-22-17
 FEE: \$ 300.00
Q 2840

PROJECT NAME (if applicable): _____

APPLICANT: ANTHONY L VAUGHN

CONTACT PERSON: _____

Address: 13551 LARANDA STREETCity: CLERMONT State: FLORIDA Zip: 34711Phone: 347-489-0307 Fax: N/AE-Mail: VAUGHNA01@AOL.COM

01

OWNER: ANTHONY L VAUGHNAddress: 13551 LARANDA STREETCity: CLERMONT State: FLORIDA Zip: 34711Phone: 347-489-0307 Fax: N/AAddress of Subject Property: 13551 LARANDA ST. CLERMONT, FL, 34711

General Location: _____

 Legal Description (include copy of survey): IN CLERMONT TERRACE GROVE SUB DIV
#6 3877873

Land Use (City verification required): _____





Zoning (City verification required): PUD 2016-11

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:

REAR YARD SETBACK OF 20 feet in PUD

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

How does the Code create a hardship? I could only ADD A 4 foot Screen room with the AREA I HAVE.

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

Variance requested – subject and code section: PUD 2016-11
SECTION 3 (2) REAR YARD SETBACK

Sec. 86-174. Review criteria and findings.

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

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

WE WERE DEVELOPED IN LAKE County AND WERE RECENTLY BROUGHT INTO THE City

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

I DID NOT CREATE THE SETBACK ISSUE



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

OTHER SCREEN ROOMS EXISTING IN THE NEIGHBORHOOD.

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

NO, WE ARE ADDING VALUE TO OUR HOME.

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

YES

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

NO

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

IT WILL ADD VALUE ! there is a wall between me and the road.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

YES, IT WILL BLEND IN.

ANTHONY L VAUGHN
Applicant Name (print)

X Anthony Vaughn
Applicant Name (signature)

ANTHONY L VAUGHN
Owner Name (print)

X Anthony Vaughn
Owner Name (signature)

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

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

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

PROPERTY RECORD CARD

General Information

Owner Name:	VAUGHN ANTHONY L	Alternate Key:	3877873
Mailing Address:	13551 LARANJA ST CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	26-22-26- 010000000600
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	13551 LARANJA ST CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, TERRACE GROVE SUB LOT 6 PB 64 PG 18-20 ⓘ ORB 4221 PG 2500		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SFR DRY LOT (0100)	0	0		1	LT		\$0.00	\$39,000.00

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$147,546.00						
Summary								
Year Built: 2012	Total Living Area: 1878 ①	Central A/C: Yes	Attached Garage: Yes					
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	Fireplaces: 0					
Incorrect Bedroom, Bath, or other information? ①								
Section(s)								
Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished	Color
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	1878	N	0%	0%	
2	GARAGE (GCF)	Stucco/Brick (003)	1	483	N	0%	0%	
3	OPEN PORCH	No Wall	1	42	N	0%	0%	

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 14 feet instead of 20 feet as required by the Land Development Code, Article IV. Planned Unit Developments (Ordinance – 2016-11) at the following location:

LOCATION:

13551 Laranja Street
Terrace Grove Subdivision
(Alt. Key 3877873)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, July 25, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

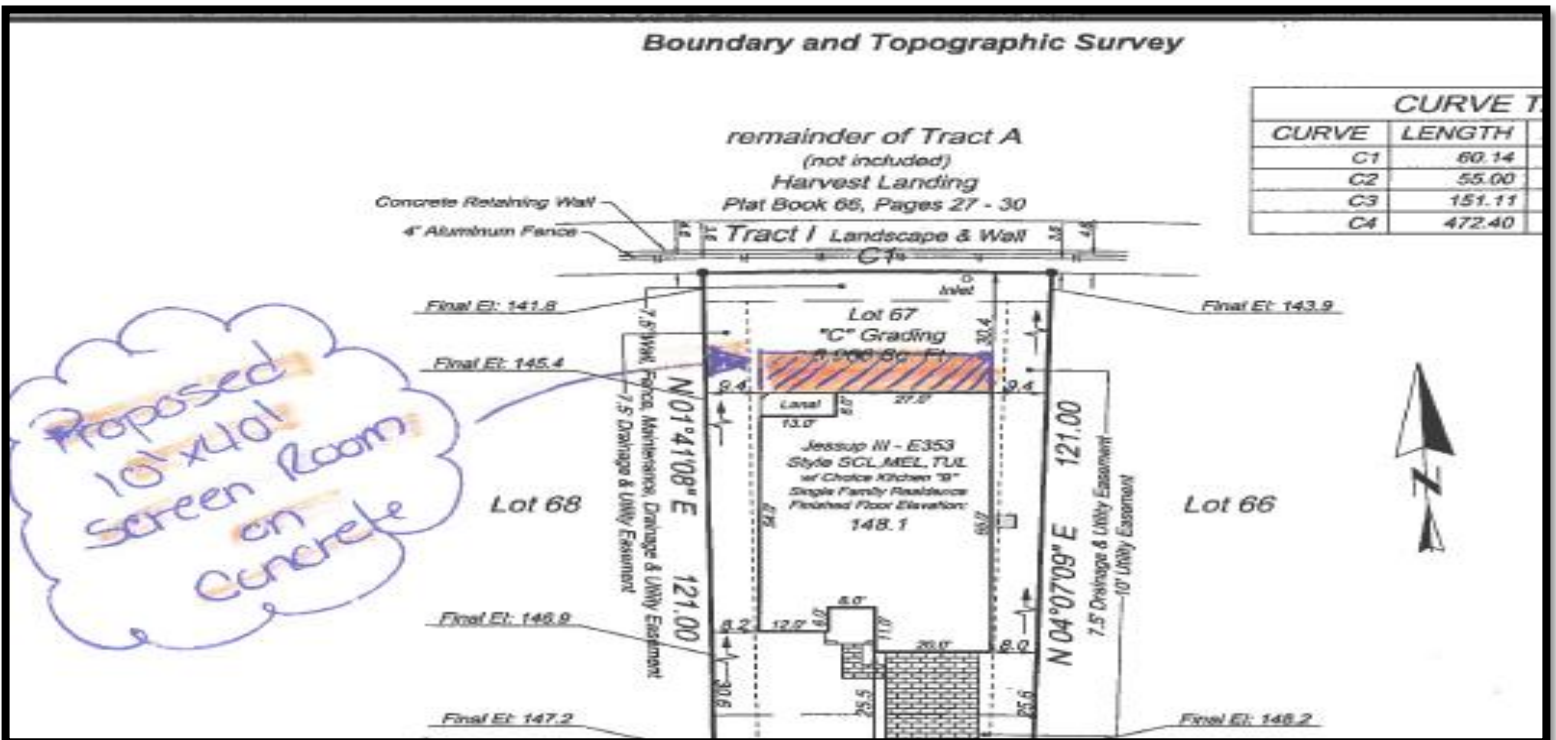
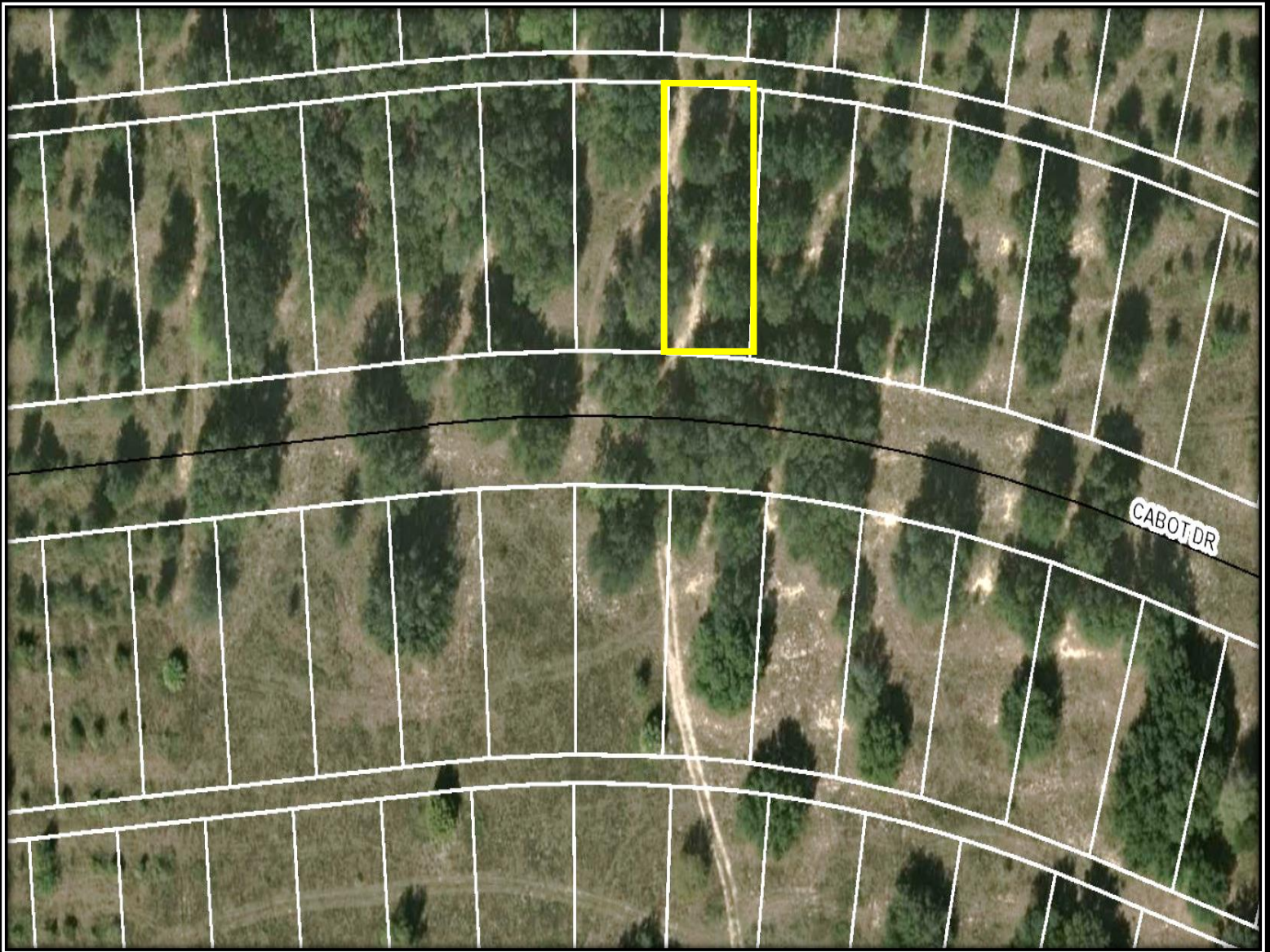
Daily Commercial
July 18, 2017



AGENDA ITEM

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Variance Request Clark		
Requested Action		
Recommend denial of variance request.		
Staff Report		
The applicant is requesting the following variance to the land development code (LDC): (1) To allow for a rear-yard setback of 20 feet instead of 25 feet as required by the LDC, Section 122-85. The applicant is requesting a variance to allow construction of a 10' x 40' screened room with a solid roof in the rear portion of the property. The rear-yard setback is 30 feet from the property line and the proposed screen room will encroach 5 feet into the rear-yard setback. The Harvest Landing Phase 2A subdivision was granted a conditional use permit (Resolution 2015-07) with Planned Unit Development (PUD) zoning consistent with the Urban Estate Low Density Residential District which requires a 25-foot rear-yard setback for a screen room with a solid roof. The impervious surface ratio, with the proposed structure included, would increase from 45% to 50%. The maximum impervious surface ratio allowed for this subdivision is 50%. The proposed structure is very similar to existing structures that have been built in the community. The HOA architectural review committee has approved the proposed screen room. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Site Map	1440 Cabot Drive Site Map.pdf	
2. Survey	Clark site plan.pdf	
3. HOA Architectural Review Board	1440 Cabot HOA Approval.pdf	
4. Sec. 86-174 Review Criteria	Sec. 86-174 Variance Review Criteria (Clark).docx	
5. Application	Clark app.pdf	
6. Legal ad	VAR Legal AD 1440 Cabot Drive.docx	

1440 Cabot Drive – Site Map



Herx & Associates Inc.

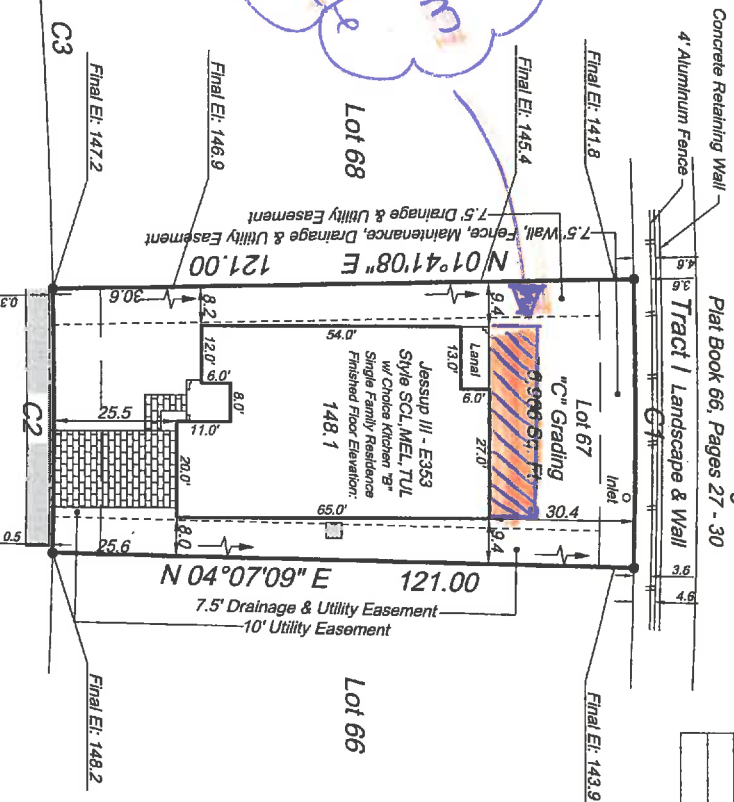
Land Surveyors
769 Douglas Avenue, Altamonte Springs, Florida. 32714 (407)788-8808

Member of the National Society of Professional Surveyors

Boundary and Topographic Survey

remainder of Tract A
(not included)
Harvest Landing
Plat Book 66, Pages 27 - 30

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	
C1	60.14	1416.00	2°26'01"	
C2	55.00	1295.00	2°26'01"	
C3	151.11	1295.00	6°41'08"	
C4	472.40	1265.00	21°23'48"	



C/L Cabot Drive (60' RM) Tract H Harvest Landing Plat Book 66, Pages 27 - 30

LEGAL DESCRIPTION

Lot 67, "HARVEST LANDING - PHASE 2A"
according to the plat thereof as recorded in plat book 68 at page(s) 8 - 9
of the public records of Lake County, Florida.

FLOOD HAZARD DATA: The parcel shown hereon lies within flood zone "X"
according to the Flood Insurance Rate Map community panel number
120133 0550E dated 12-16-2012.

Flood Zone determination was performed by graphic plotting onto Flood
Insurance Rate Maps prepared by FEMA. There has been no field surveying
performed by this firm to determine this flood zone. This is the professional
opinion of Herx & Associates, Inc. The lender (if any) makes the final
determination as to the requirement of Flood Insurance or not. We assume no
responsibility for actual flooding conditions.

General Notes:

1. This is a BOUNDARY Survey performed in the field on 1-5-17.
2. No aerial, surface or subsurface utility installations, underground improvements or subsurface/aerial encroachments, if any, were located.
3. Building ties shown are to the exterior unfinished foundation surface or formboard.
4. Elevations shown hereon, if any, are assumed, unless otherwise noted and were obtained from approved Construction plans provided by the Client and are shown only to depict the proposed or actual difference in elevation relative to the assumed temporary or other Bench mark(s) shown hereon.
5. The parcel shown hereon is subject to all easements, reservations, restrictions, and Rights-of-way of record whether depicted or not on this document. No search of the Public Records has been made by this office.
6. The legal description shown hereon is as furnished by client.
7. Platted and measured distances and directions are the same unless otherwise noted.
8. Copies of this Survey may be made for the original transaction only.
9. Denotes 1/2" iron rod with plastic cap marked LB4937, or 1/2" iron rod with red plastic cap marked "Witness Corner", unless otherwise noted.
10. Denotes P.C.P. (Permanent control point)
11. Denotes Permanent Reference Monument
12. 2017 Herx & Associates Inc. All rights reserved

Certification: Not valid without electronic signature/seal or the signature
and original raised seal of a Florida Licensed Surveyor and Mapper.
This survey meets the requirements of the Standards of Practice as
outlined in Chapter 5J-17 Florida Administrative Code.

William A. Herx, P.L.S. Florida Registered Land Surveyor No. 3182
Dariusz L. Przemieniecki, P.S.M. Registered Surveyor and Mapper No. 6030
Herx & Associates Inc., State of Florida LB 4937

City of Clermont
Address: 1440 Cabot Drive

SETBACKS: (Per Engineering plans)
Front : 25' Side : 7.5'
Rear : 25'

BEARING BASE: Bearings shown hereon are referenced to the North boundary
of the recorded plat of Harvest Landing - Phase 2A as being N 85°00'00"E.
Vertical datum is based on engineering plans provided by client, prepared by
Denham Engineering, LLC, Steve's Road Subdivision, (NAVD 88)

Legend

⊕	Temporary Bench mark	O/S
BOW	Back of sidewalk	O.R.B.
C/L	Centerline	PB
Δ	Centerline or (Delta) Angle	PC
CALC	Calculated	PCC
CB	Chord Bearing	P.C.P.
CD	Chord	PG
C.M.	Concrete Monument	P.R.M.
EL. or ELEV	Elevation (Proposed)	P.O.B.
FINAL EL.	Elevation (Measured)	P.O.C.
FD	Found	PRC
Fin./F. Elev.	Finished Floor Elevation	PT
I.P.	Iron Pipe	R
I.R.	Arc Length	RAD
LB	Licensed Business	RES
L.S.	Land Surveyor	RW
Mea	Measured	TBM
N/D(N&D)	Not Radial	Typ
N.R.	Not Radial	-N/-

Certified To:
Beazer Homes Corporation
First American Title Insurance Company
Holly Clark
Equity Prime

Drawn by: CMH
Checked by: DP
Prepared for: Beazer Homes
Job Number: 13-011-04
Scale: 1" = 40'
Plot Plan Performed: 11-14-16
Formboard Survey: 01-17-17
Reformboard Survey: 01-23-17
Final Survey: 04-13-17
Revisions:

HARVEST LANDING HOMEOWNERS ASSOCIATION, INC
ARCHITECTURAL REVIEW COMMITTEE (ARC) APPLICATION

MAIL APPLICATION TO: 385 DOUGLAS AVENUE, SUITE 3350, ALTAMONTE SPRINGS, FL 32714

EMAIL TO: abbey.waller@firstresidential.com

Name Holly Clark Subdivision Harvest Landing Lot# 67
Property Address 1440 Cabot Dr. Clermont, FL Email hollyclark77@hotmail.com
Mailing Address 1440 Cabot Dr. E City Clermont State FL Zip 34711
Phone(s) Home 763-472-7575 Work _____ Cell _____ Fax _____

In accordance with the Declaration of Covenants, Conditions and Restrictions and the Association's Rules and Regulations, installation must conform to this approval and the Association's guidelines. I hereby request your consent to make the following changes, alterations, renovations and/or additions to my property.

- ☐ Fence ☐ Swimming Pool ☐ Lawn Ornament ☐ Patio ☐ Screen enclosure
☐ Exterior Color ☐ Landscaping ☐ Lawn Replacement ☒ Other Screen Room

Description: 16'x46 Screen Room w/ Insulated Roof Panels, Bronze framing, 24" Kick Plate and Charcoal Screen

I HEREBY UNDERSTAND AND AGREE TO THE FOLLOWING CONDITIONS:

- 1) No work will begin until written approval is received from the Association. I have 6 months from the approval date to complete the work. If not, then I must reapply for approval.
- 2) Attach two (2) copies of the property survey that shows the locations of the proposed change, alteration, renovation or addition. Attach two (2) drawings of your plan(s). Attach two (2) color samples, if applicable.
- 3) All work will be done expeditiously once commenced and will be done in a professional manner by a licensed contractor or myself.
- 4) All work will be performed timely and in a manner that will minimize interference and inconvenience to other residents.
- 5) Within 90 days of completion, I will contact the Management with proof of completion. (Vendor verification of completion and/or pictures).
- 6) I assume all liability and will be responsible for any and all damages to other lots and / or common area, which may result from performance of this work.
- 7) I will be responsible for the conduct of all persons, agents, contractors, subcontractors and employees who are connected with this work. Vendors are NOT allowed to put advertisement signs up. Vendors MUST remove their own trash - they may not use third-party dumpsters.
- 8) I am responsible for complying with all applicable federal, state and local laws, codes, regulations and requirements in connection with this work. I will obtain any necessary governmental permits and approval for the work.
- 9) Upon receipt FirstService Residential, Inc. will forward the ARC Application to the Association. A decision by the Association may take up to 30 days. I will be notified in writing when the application is either approved or denied.

ALL HOMEOWNERS ARE RESPONSIBLE FOR FOLLOWING THE RULES AND GUIDELINES OF THEIR ASSOCIATION WHEN MAKING ANY EXTERIOR MODIFICATIONS.

Signature of Owner(s): _____ Date: _____

DO NOT WRITE BELOW THIS LINE

This Application is hereby:

☒ Approved

☐ Approved With Conditions

☐ Disapproved

Date 6/13/2017 Signature Nora Schuster
Comments: No contractor signs allowed

Date Received From Owner: _____

Mailed To Assn: _____

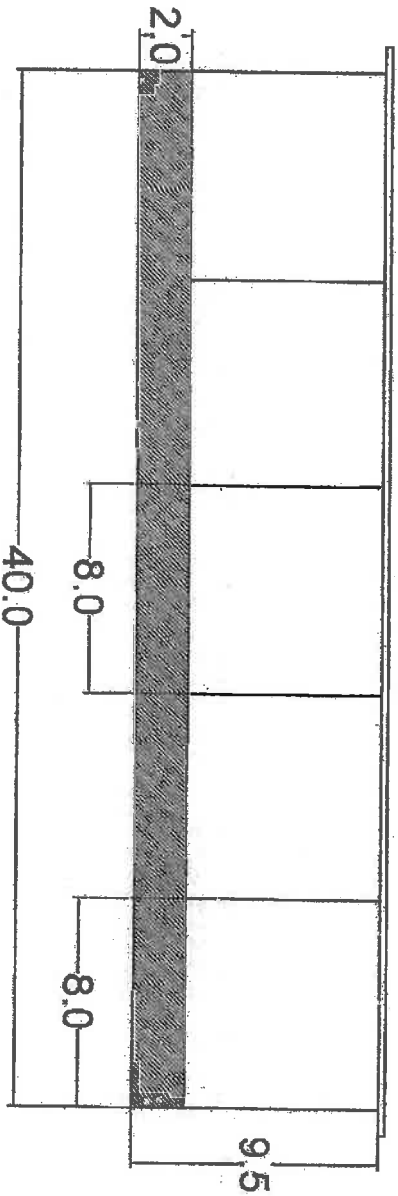
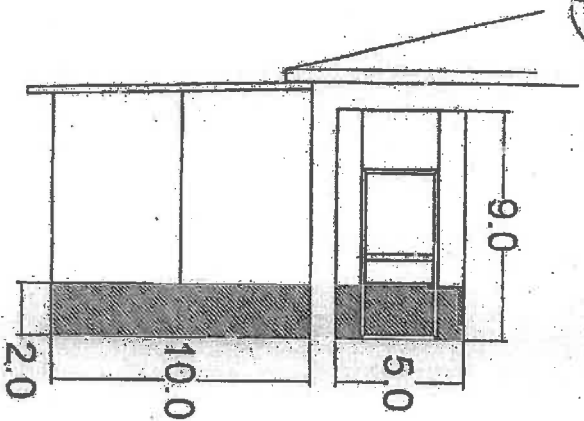
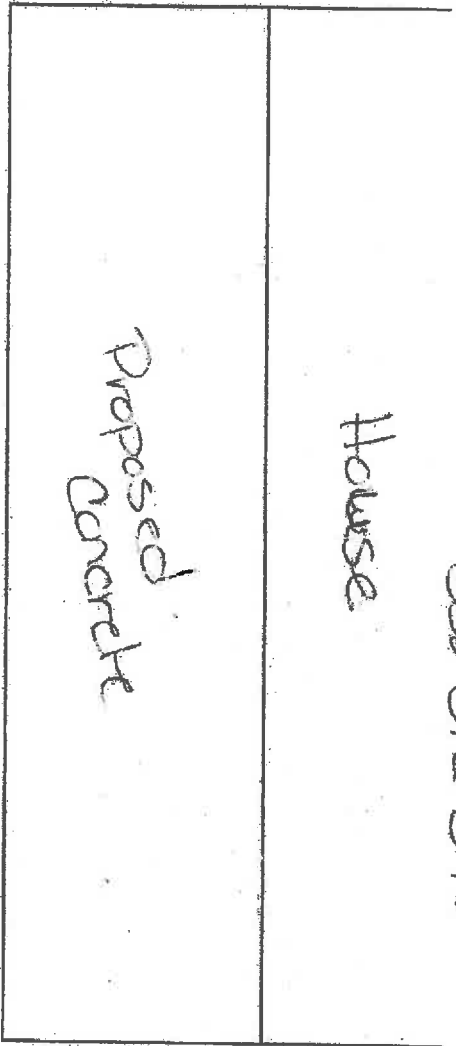
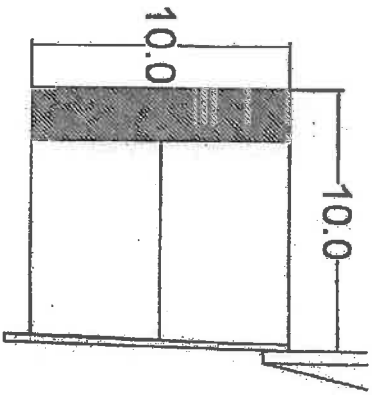
Mailed To Owner: _____

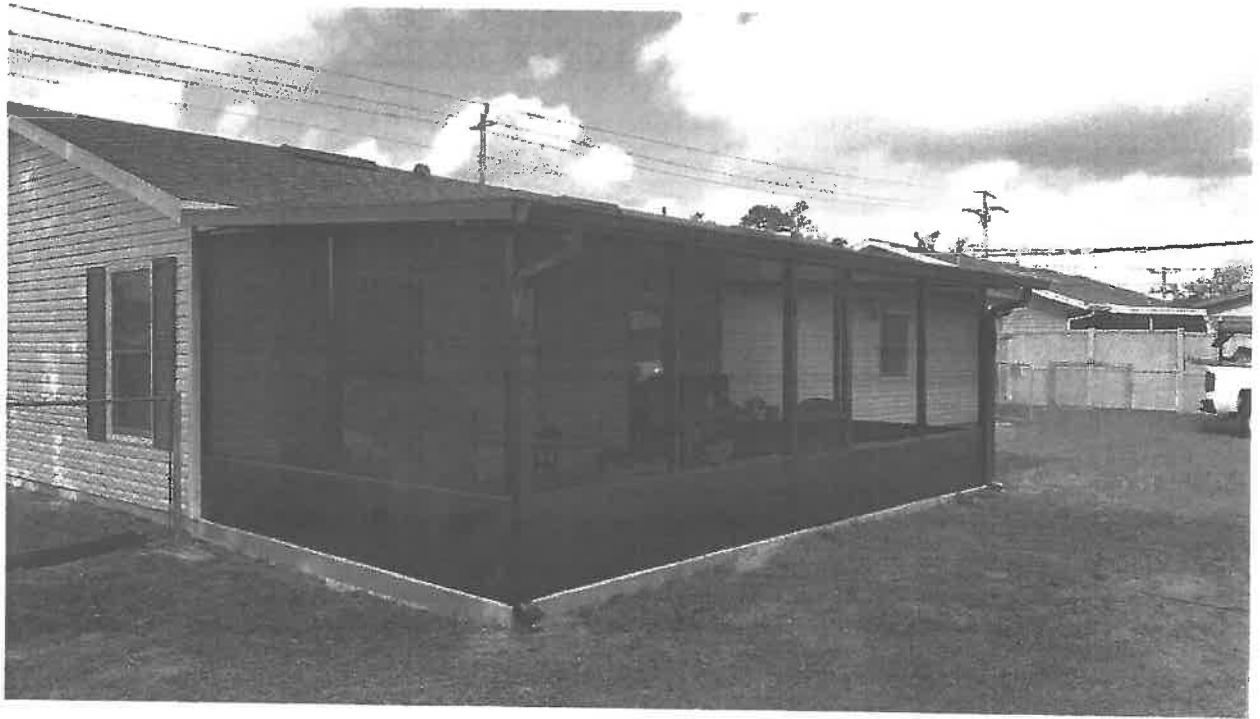
Residence:

1440 Cabot Dr.
Dermott, LA 34711

Contractor

Silver Star Construction
License # CR0331205
362-516-3761





1440 Cabot Drive - Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *Yes, the solid roof requires the variance.*

Staff comments: *The Land Development Code Section 122-85 Urban Estate Low Density Residential District requires a minimum rear yard setback of 25 feet, the code requires a screen room with a solid roof be able to meet the side and rear yard setbacks of the primary structure for zoning district.*

Negative finding

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

Applicant response: *N/A*

Staff comments: *The property owner does have an interest in the property and is requesting the variance for the screened room addition.*

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 screened patio without the solid roof would be permitted, but with the solid roof it is not.*

Staff comments: *The Land Development Code will allow construction of a screened patio with a screen material roof. The property owner is requesting a screen room with a solid roof, which requires a 25-foot rear yard setback and 7.5-foot side yard setback for proposed screen room.*

Negative finding

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

Applicant response: *The owner is investing in a screened room.*

Staff comments: *No evidence presented 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: Yes, a 5'4" screen room is almost unusable, but a 10' is the minimum usable size.

Staff comments: The requested variance appears to be the minimum variance necessary to allow reasonable use of the proposed screened room.

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: Similar variances have been granted in the past.

Staff comments: The City Council has granted similar variance request in the past to allow screen porch additions in the same zoning district.

Positive finding

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

Applicant response: No, it will not lower property value, if anything it will add property value.

Staff comments: The proposed variance does not appear to substantially diminish property values or alter the essential character of the neighborhood.

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 HOA has tentatively approved the screened porch.

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

Positive finding

STAFF RECOMMENDATION:

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



CITY OF CLERMONT
VARIANCE
Application

DATE: 6/11/2017 FEE: \$300.⁰⁰

PROJECT NAME (if applicable): Clark Residence

APPLICANT: Silver Star Construction, Inc.

CONTACT PERSON: Mia P Higdon

Address: 9014 Florida Bays Ranch Rd

City: Clermont State: Florida Zip: 34711

Phone: 352-516-3761 Fax: -

E-Mail: silverstarconst_mia@yahoo.com

OWNER: Holly Clark

Address: 1440 Cabot Dr.

City: Clermont State: Florida Zip: 34711

Phone: 703-472-7575 Fax: -

Address of Subject Property: 1440 Cabot Dr.

General Location: Harvest Landing Subdivision

Legal Description (include copy of survey):

Clermont, Harvest Landing Phase 2A Sub
Lot 167 PBL68 PG 8-9 / ORB 4936
PG 1204

Land Use (City verification required): Medium Density



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 screened patio without the solid roof would be permitted, but with the solid it is not

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

The owner is investing in a screened room

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

Yes, a 5.4 foot screened room is almost unusable but a 10 foot is the minimum usable size

(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;

Similar variances have been granted in the past

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

No, it won't lower value, if anything it will add property value

Select Language

PROPERTY RECORD CARD

General Information

Owner Name:	CLARK HOLLY M	Alternate Key:	3902584
Mailing Address:	1440 CABOT DR CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	29-22-26- 001100006700
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	1440 CABOT DR CLERMONT FL 34711 Update Property Location	Property Name:	— Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, HARVEST LANDING PHASE 2A SUB LOT 67 PB 68 PG 8-9 ORB 4936 PG 1204		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1	LT	\$0.00	\$28,463.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4936 / 1204	4/27/2017	Warranty Deed	Qualified	Improved	\$321,700.00
Click here to search for mortgages, liens, and other legal documents.					

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$28,463	\$28,463	\$28,463	5.11800	\$145.67
LAKE COUNTY MSTU AMBULANCE	\$28,463	\$28,463	\$28,463	0.46290	\$13.18
	\$28,463	\$28,463	\$28,463	4.62700	\$131.70

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 20 feet instead of 25 feet as required by the Land Development Code, Section 122-85 – Yards at the following location:

LOCATION:

1440 Cabot Drive
Harvest Landing Subdivision - Phase 2A
(Alt. Key 3902584)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, July 25, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 18,2017



CITY OF CLERMONT

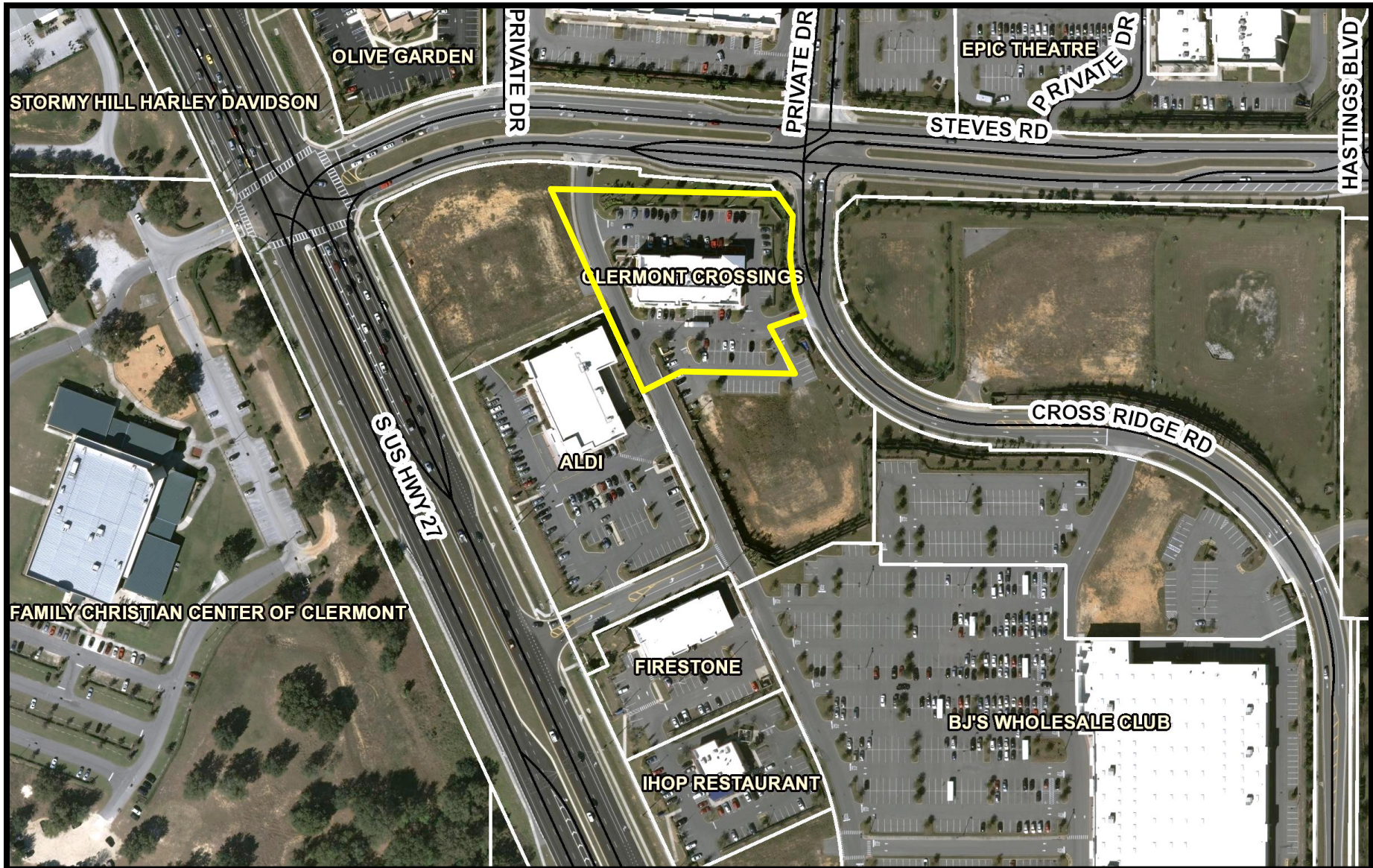
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Variance Request Growler USA		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
The applicant, Growler USA, is requesting the following variance to the land development code (LDC): (1) To allow for a reduction of 16 parking spaces for a proposed restaurant development instead of the number required by the LDC, Section 98-14 – Minimum Parking Spaces. The applicant is requesting a variance to the parking requirements for an existing commercial building located at the southeast corner of Steves Road and U.S. Highway 27 in the Clermont Crossings plaza. The existing strip center is approximately 11,250 square feet. The uses of the building currently consist of a mixture of retail and restaurant use. The applicant desires to use the end unit of the building for a new restaurant, which is about 3,500 square feet. The patron use of the building is about 1,750 square feet, or 50 percent. The plaza has 77 parking spaces available on-site for the entire building. With the addition of the proposed restaurant, the plaza would have a deficit of 16 parking spaces (see attached Clermont Crossings parking table). The proposed use requires 35 parking spaces, but will only have 19 parking spaces available, or 55 percent of what is required. The applicant has provided staff with documents containing language on cross-access easements and operating agreements between the private parties of the BJ's Wholesale development. Staff, however, cannot support the request since the LDC requires off-street parking areas to be provided for all buildings and uses on the premises. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that all eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Growler USA Parking Variance Map.pdf	
2. Clermont Crossings Parking Table	Clermont Crossing Parking Calc Retail D.pdf	
3. Review Criteria	Clermont Crossing Review Criteria.docx	

4.	Application	Grower USA App.pdf
5.	Legal ad	Legal AD Growler USA.docx

Clermont Crossings – Growler USA Parking Variance



Variance:

1: to allow for a reduction of sixteen (16) parking spaces for a proposed restaurant in an existing plaza

CLERMONT CROSSINGS PARKING CALCULATIONS

STORE	SF	Notes	Parking Req
Flippers	2267	50% Patron	23
Wild Hairz	1248	0.2	6
Clermont Nails	998	0.2	5
Jimmy Johns	1597	50% Patron	16
Burn Fat Orlando	1632	0.2	8
Available - 3512	3512	50% Patron	35
Total			93

Parking Ratio

1:50

1:200

1:200

1:50

1:200

1:50

Allocated	77
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Extra	-16
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Clermont Crossings – Growler USA Parking Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *A cross access agreement with owner adjacent to complex.*

Staff comments: *Section 98-14 of the Land Development Code is applicable to other lands, structures or buildings in the same zoning district and is applicable to this site.*
Negative finding
- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *No.*

Staff comments: *The applicant is requesting the variance for the proposed restaurant that they would like to establish in the existing shopping plaza. The applicant’s proposed use is creating the need for the variance.*
Negative finding
- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *Other food service in plaza.*

Staff comments: *The applicant desires the proposed location to establish the business in the existing building. The current parking spots available and the current uses in the building have limited the use to retail and not restaurant use.*
Negative finding
- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: *No.*

Staff comments: *There appears to be a perception of decreased costs due to the variance request. By using adjacent parking spots, that someone else has developed and paid for could be debated.*
Negative finding
- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
Applicant response: *Yes.*

Staff comments: The applicant's request for the variance seems to be well above the minimum variance necessary to make the reasonable use of the property. The applicant is requesting a 45% reduction in parking space count, which is beyond reasonable.

Negative finding

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

Applicant response: No

Staff comments: The City Council has granted similar variance requests in the past for parking space reduction; however, staff does not believe it has been to the extent of 45%.

Negative finding

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

Applicant response: No.

Staff comments: It is difficult to determine if the proposed variance would substantially diminish property values or alter the essential character of the area since a reduction of 45% in parking spaces would have an effect on the essential character of the area surrounding the site.

Negative finding

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

Applicant response: True.

Staff comments: Staff feels that granting the variance may be injurious to the surrounding properties or detrimental to the public welfare. Staff has concerns over the use of parking spots on adjacent properties that would require pedestrians to cross the drive aisles that are the major access points into the plaza from Steves Road. In addition, staff is concerned about parking on the undeveloped building pad behind the plaza that one day will be developed.

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 **eight** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance request by the applicant to the Clermont Land Development Code.



**CITY OF CLERMONT
VARIANCE
Application**

DATE: JUNE 21, 2017

FEE: \$600.00

PROJECT NAME (if applicable): GROWLER USA

APPLICANT: CHARLES GOOD

CONTACT PERSON: CHARLES GOOD

Address: 11221 CROOKED RIVER CT.

City: CLERMONT State: FL Zip: 34711

Phone: 314-420-3684 Fax: _____

E-Mail: charles.good@growlerusa.com

OWNER: KMH LIMITED LIABILITY COMPANY

Address: 1608 KENNESAW DRIVE

City: CLERMONT State: FL Zip: 34711

Phone: _____ Fax: _____

Address of Subject Property: 2523 S. US HWY 27

General Location: US. 27 & STEVE'S ROAD

Legal Description (include copy of survey): _____

AK 3877635

Land Use (City verification required): RETAIL





Zoning (City verification required): _____

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

SECT 98-14 MINIMUM PARKING SPACE
REQUIREMENTS

What are you proposing to do that would require a variance and why? TO RECOGNIZE
THE EXISTING CROSS ACCESS AGREEMENT TO BRING
GROWLER USA UP TO THE PARKING SPACE REQUIREMENT

How does the Code create a hardship? UNABLE TO PUT MY BUSINESS
IN LOCATION DUE TO RESTRICTIONS IN PARKING.

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

Variance requested – subject and code section: WOULD LIKE TO USE
CROSS ACCESS AGREEMENT TO COME TO COMPLIANCE OF PARKING CODE.

Sec. 86-174. Review criteria and findings.

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

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

A CROSS ACCESS AGREEMENT WITH OWNER
ADJACENT TO COMPLEX

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

NO



CITY OF CLERMONT
VARIANCE
Application
Page 3

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

OTHER FOOD SERVICE IN PLAZA

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

NO

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

YES

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

NO

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

NO

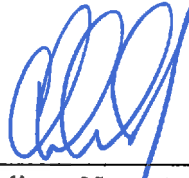


CITY OF CLERMONT
VARIANCE
Application
Page 4

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

TRUE

CHARLES GOOD SR.
Applicant Name (print)

X 
Applicant Name (signature)

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

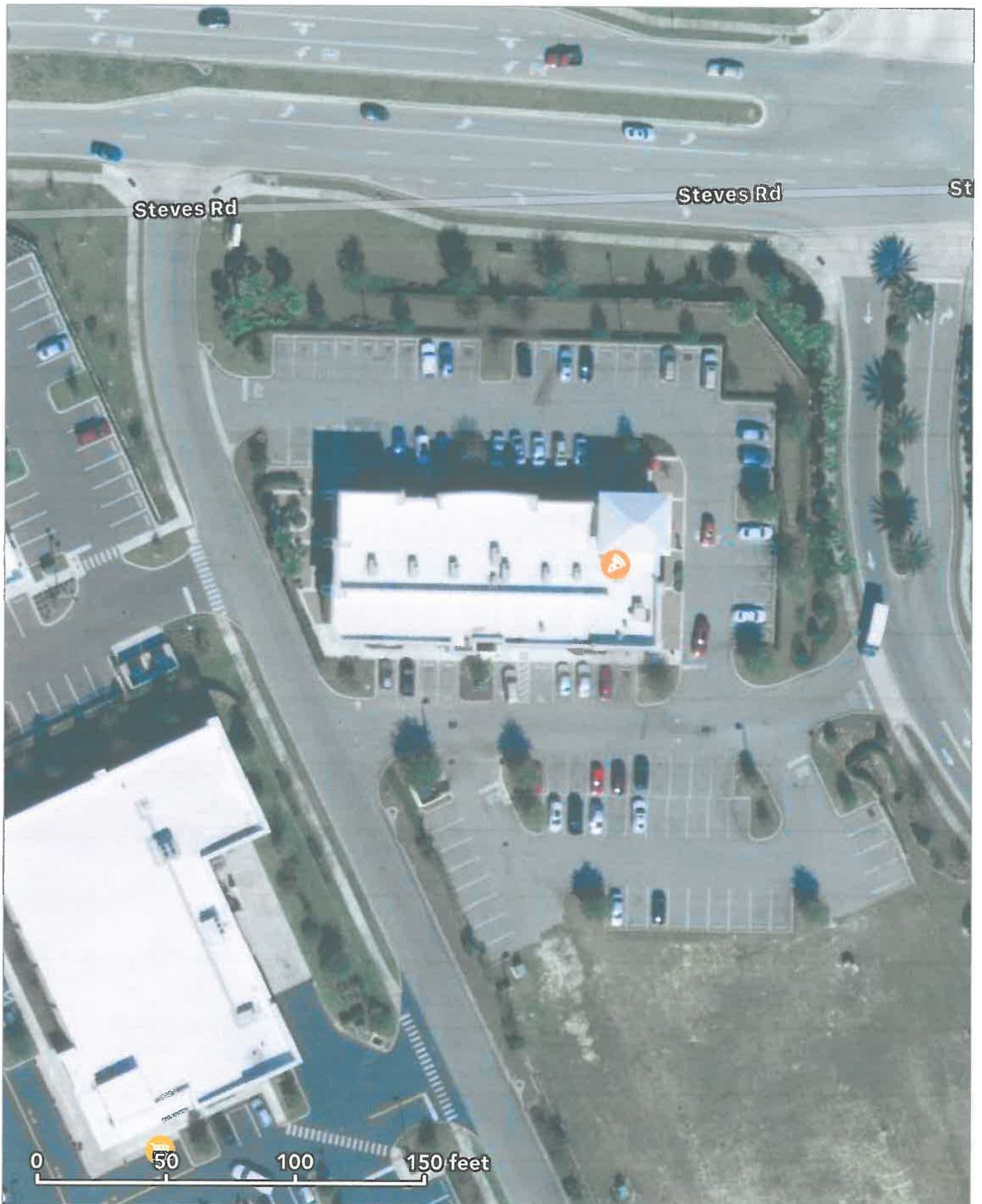
CLERMONT CROSSINGS PARKING				
STORE	SF		RATIO	PARKING REQ
FLIPPERS PIZZA	2267	50% PATRON	1:50	23
HAIRAZORS	1248		1:200	6
CLERMONT NAILS	998		1:200	5
JIMMY JOHNS	1597	50% PATRON	1:50	16
BURN FAT ORLANDO	1632		1:200	8
GROWLER USA	3512	50% PATRON	1:50	35

TOTAL	93
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ALLOCATED	77
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CROSS ACCESS AGREEMENT	16
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ALLOCATED	93
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LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the request for the following variance: (1) to allow for a reduction of sixteen (16) parking spaces for a proposed restaurant development instead of the number as required by the Land Development Code, Section 98-14 – Minimum Parking Spaces, at the following location:

LOCATION:

Clermont Crossings
Growler USA
southeast corner of Steves Road and US Hwy 27
Alt. Key 3877635

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, July 25, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 18, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Resolution No. 2017-29 <i>Citrus Tower Park</i>		
Requested Action		
Recommend approval of Resolution 2017-29.		
Staff Report		
The applicant is requesting a conditional use permit (CUP) (Resolution No. 2017-29) to allow for a commercial shopping center over 20,000 square feet in the Lost Lake Reserve Planned Unit Development (PUD). The commercial shopping center will consist of multiple office and retail buildings for a total of 56,325 square feet for the project site. The multiple buildings will allow a variety of retail and service uses consistent with the C-1 Light Commercial zoning district. Any commercial lot splits must go through the commercial subdivision platting process. The subject property is identified as Parcel "L," designated as Town Center in the Lost Lake Reserve PUD and the development order for the Development of Regional Impact (DRI). The subject property is currently vacant and located at the northeast corner of Citrus Tower Boulevard and Johns Lake Road. The parcel consists of 7 +/- acres. The Lost Lake Reserve PUD master plan (Resolution No. 1294) land use conditions require each parcel be developed with the directives of the DRI and in accordance with the approved master plan. The subject property, Parcel "L," requires a CUP for shopping center use. The proposed development is consistent with the intent of the approved PUD master plan for this parcel. <i>At the Planning & Zoning Commission meeting July 6, 2017, Commissioner Carol Thayer made a motion to approve the request, seconded by Commissioner Jack Martin. The vote for approval was unanimous.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2017-29	2017-29 Citrus Tower Park CUP.docx
2.	Map	Citrus Tower Park Site Map.pdf
3.	Site Plan	Citrus Tower Park site plan.pdf
4.	Elevations	Elevations 2.pdf
5.	Minutes	minutes Citrus Tower Park.docx

6.	Application	Citrus Tower Park Application.pdf
7.	Legal Ad	Citrus Tower Park CUP Ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2017-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A
CONDITIONAL USE PERMIT TO ALLOW FOR A COMMERCIAL
SHOPPING CENTER OVER 20,000 SQUARE FEET IN THE LOST LAKE
RESERVE PLANNED UNIT DEVELOPMENT.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 6, 2017 recommended approval of this Conditional Use Permit to allow for a Commercial Shopping Center over 20,000 square feet within the Lost Lake Reserve PUD, at the following location:

LOCATION:

Lost Lake Reserve
Northeast corner of Citrus Tower Boulevard and Johns Lake Road
7 acres +/-

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit for a Commercial Shopping Center over 20,000 square feet,

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 Commercial Shopping Center over 20,000 square feet in the Lost Lake Reserve Planned Unit Development (PUD) zoning district; be granted subject to the following conditions:

Section 1-General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.

CITY OF CLERMONT
RESOLUTION NO. 2017-29

2. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.
3. Upon approval of the Resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the 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.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. 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 Development Services Department.
7. 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.
8. 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.
9. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
10. 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.

CITY OF CLERMONT
RESOLUTION NO. 2017-29

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.
12. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

Section 2 - Land Use

1. This Conditional Use Permit is for a Commercial Shopping Center Development that will consist of multiple office and retail buildings for a total of 56,325 building square feet on the site and submitted in the conceptual plan by Knight Engineering Services dated 6/2/2017. The multiple buildings will allow a variety of retail and service uses consistent with the C-1 Light Commercial zoning districts. Commercial lot splits must go through the commercial subdivision platting process. The subject property is identified as Parcel "L" - Town Center in the Lost Lake Reserve PUD.
2. The City's Site Review Committee must approve the site plan prior to the construction plan approval.

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 United States Department of Agriculture Soil Conservation Service.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Citrus Tower Boulevard, and Johns Lake Road also within the development, in accordance with Florida Department of Transportation regulations and City Codes.

CITY OF CLERMONT
RESOLUTION NO. 2017-29

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. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.

CITY OF CLERMONT
RESOLUTION NO. 2017-29

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

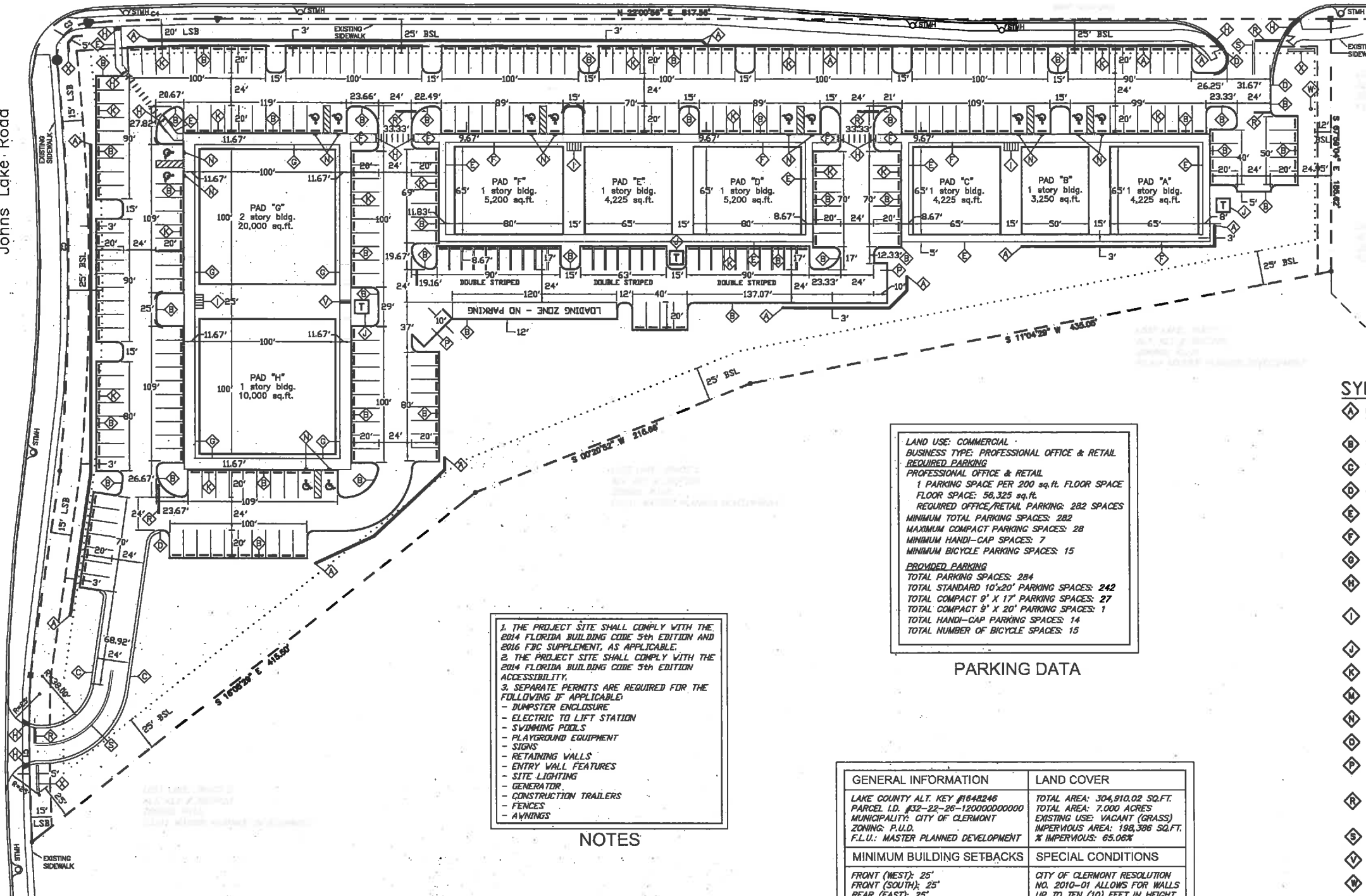
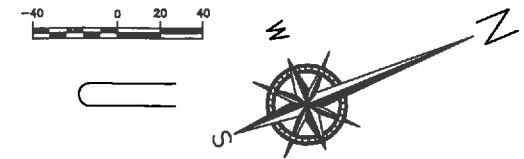
Daniel F. Mantzaris, City Attorney

Citrus Tower Park Site Map



Johns Lake Road

Citrus Tower Blvd.



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1480.00'	122.08'	122.03'	N 63°28'48" W 4°47'26"
C2	1350.00'	302.79'	302.51'	N 63°28'34" W 11°11'33"
C3	28.00'	40.22'	36.02'	N 27°30'48" W 82°11'04"
C4	1450.00'	95.41'	95.36'	N 20°07'52" E 1°46'12"

1. THE PROJECT SITE SHALL COMPLY WITH THE 2014 FLORIDA BUILDING CODE 5th EDITION AND 2016 FBC SUPPLEMENT, AS APPLICABLE.
2. THE PROJECT SITE SHALL COMPLY WITH THE 2014 FLORIDA BUILDING CODE 5th EDITION ACCESSIBILITY.
3. SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING IF APPLICABLE:
- DUMPSTER ENCLOSURE
 - ELECTRIC TO LIFT STATION
 - SWIMMING POOLS
 - PLAYGROUND EQUIPMENT
 - SIGNS
 - RETAINING WALLS
 - ENTRY WALL FEATURES
 - SITE LIGHTING
 - GENERATOR
 - CONSTRUCTION TRAILERS
 - FENCES
 - AVENUES

NOTES

LAND USE: COMMERCIAL
BUSINESS TYPE: PROFESSIONAL OFFICE & RETAIL
REQUIRED PARKING
PROFESSIONAL OFFICE & RETAIL
1 PARKING SPACE PER 200 sq.ft. FLOOR SPACE
FLOOR SPACE: 56,325 sq.ft.
REQUIRED OFFICE/RETAIL PARKING: 282 SPACES
MINIMUM TOTAL PARKING SPACES: 282
MAXIMUM COMPACT PARKING SPACES: 28
MINIMUM HANDI-CAP SPACES: 7
MINIMUM BICYCLE PARKING SPACES: 15
PROVIDED PARKING
TOTAL PARKING SPACES: 284
TOTAL STANDARD 10'x20' PARKING SPACES: 242
TOTAL COMPACT 9'x17' PARKING SPACES: 27
TOTAL COMPACT 9'x20' PARKING SPACES: 1
TOTAL HANDI-CAP PARKING SPACES: 14
TOTAL NUMBER OF BICYCLE SPACES: 15

PARKING DATA

GENERAL INFORMATION	LAND COVER
LAKE COUNTY ALT. KEY #1648246 PARCEL I.D. #32-22-26-1200000000000 MUNICIPALITY: CITY OF CLERMONT ZONING: P.U.D. F.L.U.: MASTER PLANNED DEVELOPMENT	TOTAL AREA: 304,910.02 SQ.FT. TOTAL AREA: 7.000 ACRES EXISTING USE: VACANT (GRASS) IMPERVIOUS AREA: 198,396 SQ.FT. % IMPERVIOUS: 65.06%
MINIMUM BUILDING SETBACKS	SPECIAL CONDITIONS
FRONT (WEST): 25' FRONT (SOUTH): 25' REAR (EAST): 25' SIDE (NORTH): 12'	CITY OF CLERMONT RESOLUTION NO. 2010-01 ALLOWS FOR WALLS UP TO TEN (10) FEET IN HEIGHT AND 2 TO 1 GROUND SLOPES
LEGAL DESCRIPTION (PROVIDED BY LAND SURVEYOR)	
TRACT "D", LOST LAKE TRACT F, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGES 52-54, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.	

SITE DATA

SYMBOL LEGEND

- CONCRETE RETAINING WALL WITH 4" HIGH RAILING
- TYPE D CONCRETE CURB
- TYPE F CONCRETE CURB
- CURB TRANSITION (3:1)
- 5' CONCRETE SIDEWALK
- 6' CONCRETE SIDEWALK
- 8' CONCRETE SIDEWALK
- SIDEWALK RAMP AND DETECTABLE WARNING
- BICYCLE RACKS, 5 EA. 6'0" X 6' CONC. PADD
- TRANSFORMER PAD
- WHEEL STOP
- STOP SIGN
- HANDI-CAP SIGN
- BUSINESS SIGN
- DUMPSTER ENCLOSURE W/DOUBLE-SWING GATES
- THERMOPLASTIC STOP BAR 24" WIDE WHITE
- 6' SOLID DOUBLE YELLOW
- (3) 6"x12" CONCRETE STAIRS
- IRRIGATION WELL
- GROUND SIGN

LINE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE

THESE PLANS ARE NOT FOR CONSTRUCTION

REVISION

DATE



LOST LAKE VILLAGE

SITE PLAN

Planning, Design, Permitting, Inspection
885 Tuleville School Road, Winter Garden, FL 377
Phone: (352) 394-4545
Certificate of Authorization No. 00029872

SECTION 32, TOWNSHIP 22S, RANGE 28E, LAKE COUNTY, FLORIDA
OWNER/DEVELOPER: SCHMID CONSTRUCTION, INC.
1655 E. HIGHWAY 50, SUITE 300, CLERMONT, FLORIDA 34711

CITRUS TOWER PARK

THOMAS L. KNIGHT, P.E.
FLORIDA REGISTRATION #17814

DATE
6/2/2017

DRAWN BY
TLK

PROJECT NUMBER
T1714

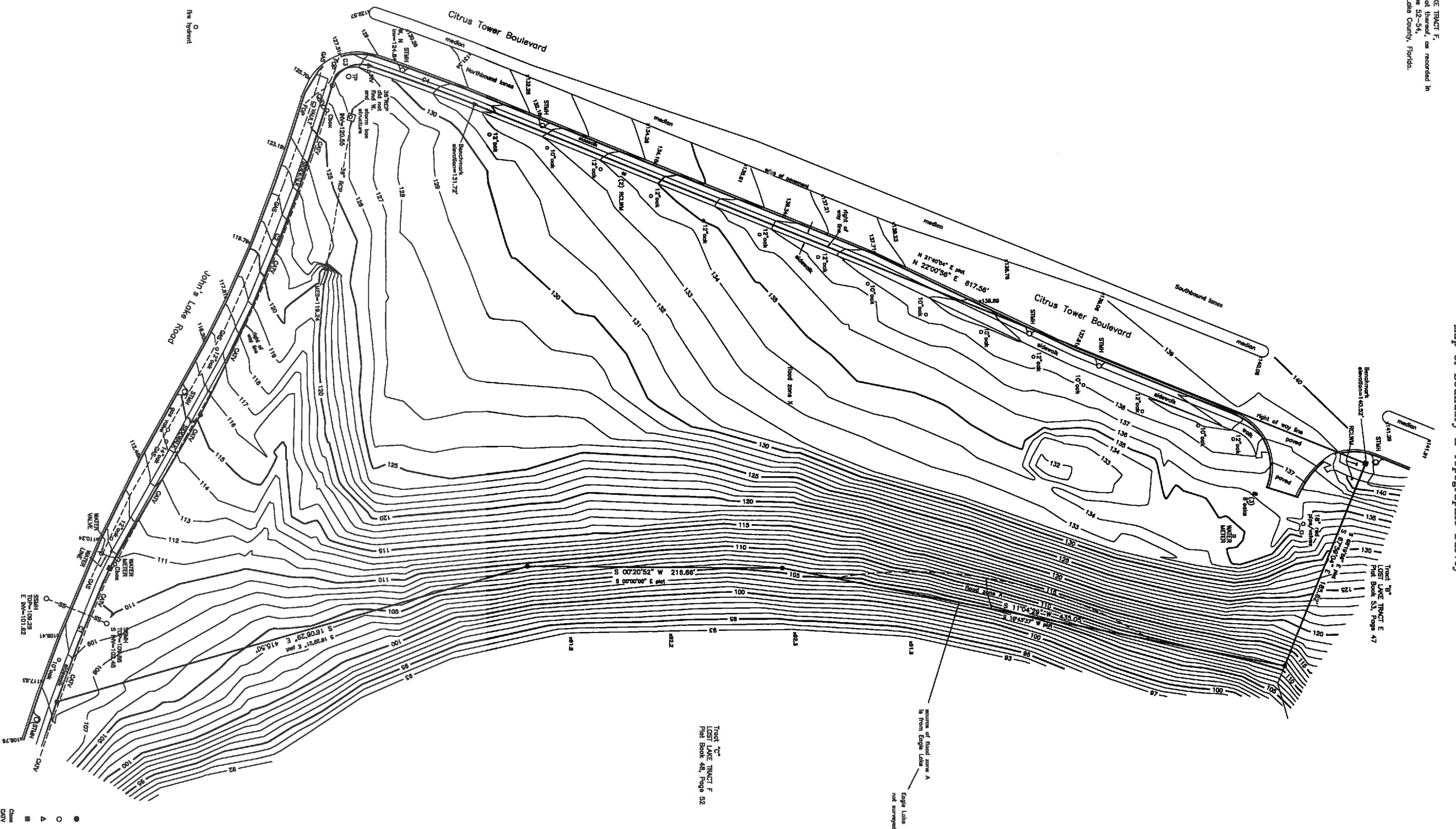
SCALE
AS SHOWN

SHEET NUMBER

C5

Description:
Tract "D", LOST LAKE TRACT F,
according to the plat thereof, as recorded in
Plat Book 48, Pages 52-54,
Public Records of Lake County, Florida.

Map of Boundary & Topographic Survey



Surveyor's Certification
I hereby certify to John Schmid
that this Map of Boundary & Topographic Survey
meets the Standards of Practice for surveys as set
forth in Chapter 54-17 Florida Administrative Code,
pursuant to Section 472.027, Florida Statutes.

JEFFREY P. RHODEN PGM #3322
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.

Notice.—Floorings based on the West line of Tract D as being N 22°00'54" E, on assumed meridian. Large description supplied by chart. All this environment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect the parcel.

The subject or underlined improvements, other than those shown, located the data, Subject property contains 2,000 acres, more or less, and is subject to any rights of way or easements of record.

Elections based on NWD 1868 datum.

Letter County:
I hereby declare that based on my examination of the Flood Insurance Rate Map number 12070C 050D E dated Dec. 19, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zones X and A.

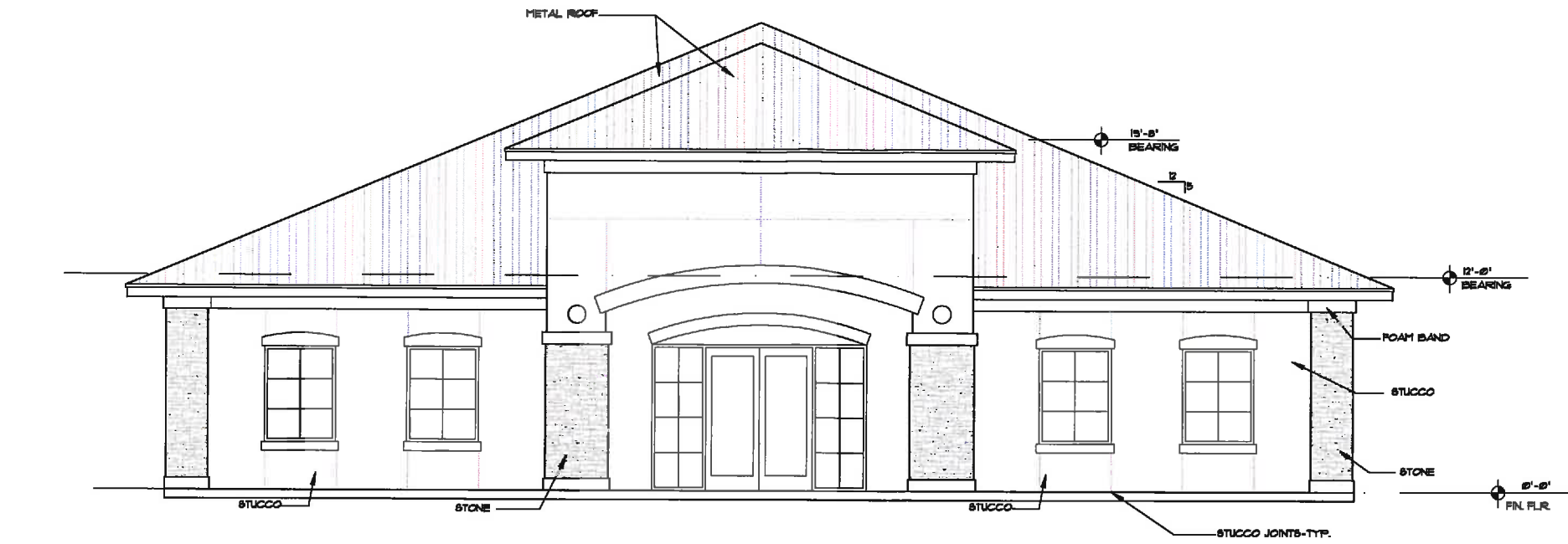
CURVE TABLE					
CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	BETA ANGLE	
C1	1480.00'	122.08'	122.03'	N 66°28'45" W	4°47'23"
C2	1550.00'	302.79'	302.31'	N 63°10'34" W	11°11'13"
C3	25.00'	40.22'	38.02'	N 27°50'43" W	52°11'04"
C4	1450.00'	85.41'	85.39'	N 20°07'52" E	5°48'12"

Print Date 04/26/17	Prepared for: John Schmid	17031.001
Drawn by: JFR	Rhodens Land Surveying, Inc. 18 Jagersd 4301 E. Littleton Ave. Denver, CO 80120 303-754-0256	
Scale: 1"=40'		

Scale = 1"=40'

LEGEND:

- | | |
|------|--|
| ● | Drosophila found 1/2 ⁺ from rod & veg. mounted TB 65 ⁺ |
| ○ | Drosophila pet. nail & disk mounted TB 2300 PGP ⁺ |
| Δ | Drosophila found nail & disk mounted TB 65 ⁺ |
| ■ | Drosophila found 4 ⁺ 4 ⁺ conebracta monothalamus & disk TB 65 ⁺ |
| box | Drosophila cable box |
| ANTV | Drosophila cable TV line |
| TV | Drosophila front optic line |
| NP | Drosophila trigeminal valve |
| LM | Drosophila redclan water meter |
| SH | Drosophila scutellar sewer line |
| H | Drosophila scutellar sewer manhole |
| HA | Drosophila storm manhole |



WEST ELEVATION

1/4"=1'-0"



EAST ELEVATION

1/4"=1'-0"

REVISIONS
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PROJECT NO.
SECTION-04
DATE
08-18-11

EXTERIOR ELEVATIONS

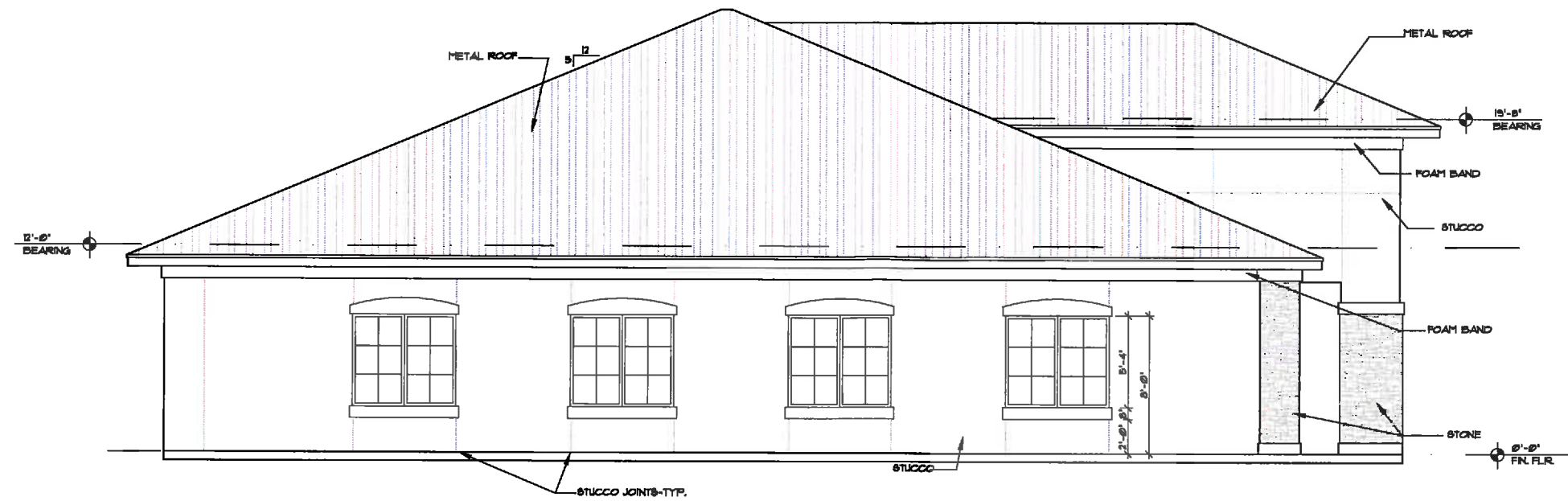
PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING A, C, & E
CLERMONT, FLORIDA

AA26002490
RABITS & ROMANO
ARCHITECTURE
PLANNING
AND
DESIGN
info@rabits-and-romano.com
www.rabitsandromano.com
TEL: 407-400-0350
FAX: 407-332-6000
5127 S ORANGE AVE
SUITE 10 ORLANDO, FL 32839

SIGN/SEAL

DATE

SHEET
A201
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2



NORTH ELEVATION

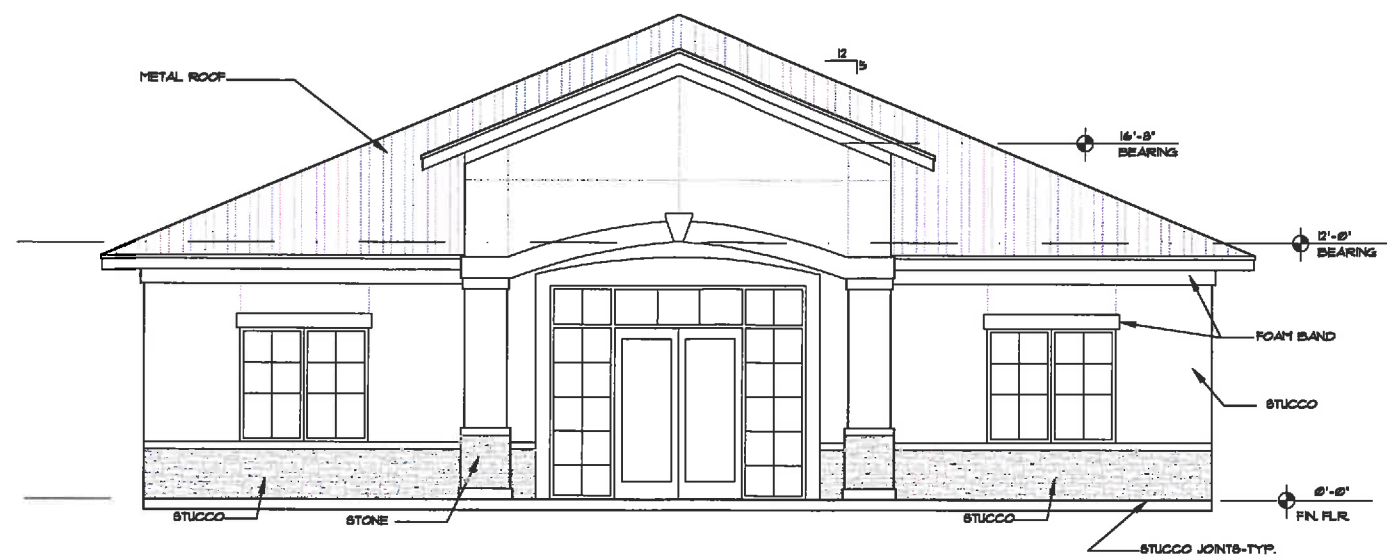
1/4" = 1'-0"



SOUTH ELEVATION

1/4" = 1'-0"

REVISIONS 1 2 3 4 5 6 7 8	
PROJECT NO. 30CH189-04	DATE 09-18-11
PROPOSED NEW BUILDING: MEDICAL OFFICE COMPLEX BUILDING A, C, & E CLEMONT, FLORIDA	
RABITS & ROMANO ARCHITECTURE PLANNING AND DESIGN 5172 S. ORANGE AVE. SUITE 10 ORLANDO, FL 32839 TEL: 407-409-0383 FAX: 407-533-6000 info@rabits-romano.com www.rabits-romano.com	
SIGN/SEAL	
DATE	
SHEET A202 of 2	



WEST ELEVATION

1/4" = 1'-0"



EAST ELEVATION

1/4" = 1'-0"

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PROJECT NO.	3007165-05
DATE	08-10-11

EXTERIOR ELEVATIONS

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING B
CLERMONT, FLORIDA

AA26002490
RABITS & ROMANO
ARCHITECTURE
PLANNING
AND
DESIGN
info@rabits-romano.com
www.rabits-romano.com
TEL: 407.408.0350
FAX: 407.523.0350
5127 S ORANGE AVE
SUITE 10 ORLANDO, FL 32809

SIGN/SEAL

DATE

SHEET
A201
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SOUTH ELEVATION

1/4" = 1'-0"



NORTH ELEVATION

1/4" = 1'-0"

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PROJECT NO.	3001105-05
DATE	05-10-11

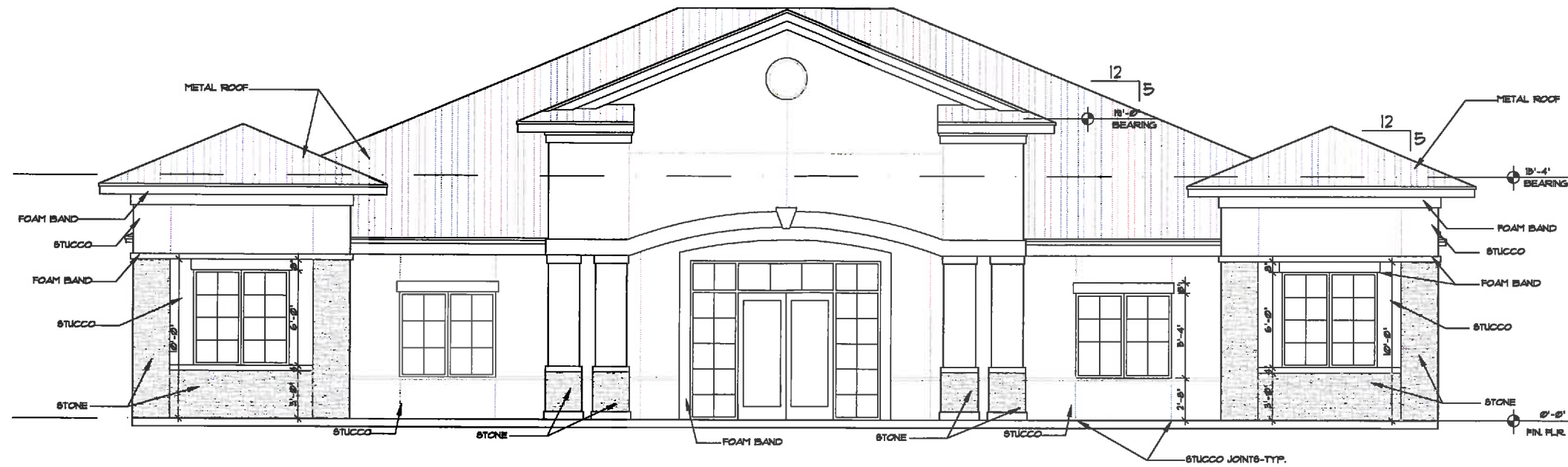
PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING B
CLERMONT, FLORIDA

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING B
CLERMONT, FLORIDA

RABITS & ROMANO
ARCHITECTURE
PLANNING
AND
DESIGN
317 S. ORANGE AVE.
SUITE 10 ORLANDO, FL 32809
TEL: 407-400-0330
FAX: 407-233-6000
info@rabitsandromano.com
www.rabitsandromano.com

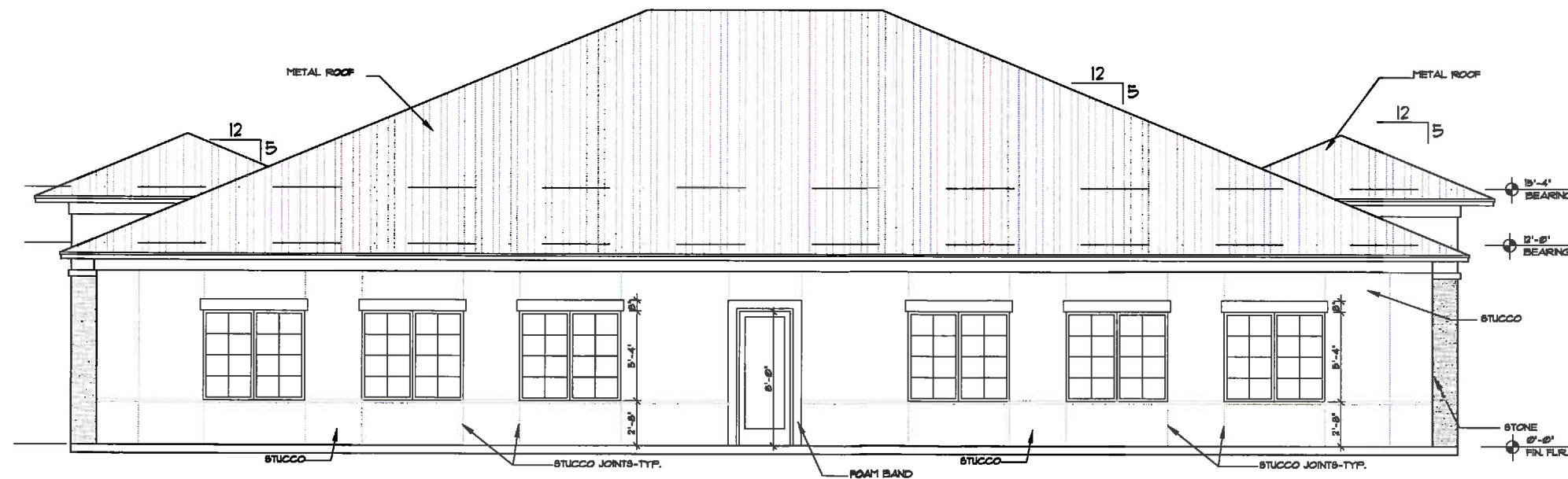
SIGN/SEAL
DATE

SHEET
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WEST ELEVATION

1/4" = 1'-0"



EAST ELEVATION

1/4" = 1'-0"

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PROJECT NO.	DATE
3001108-03	08-18-17

EXTERIOR ELEVATIONS

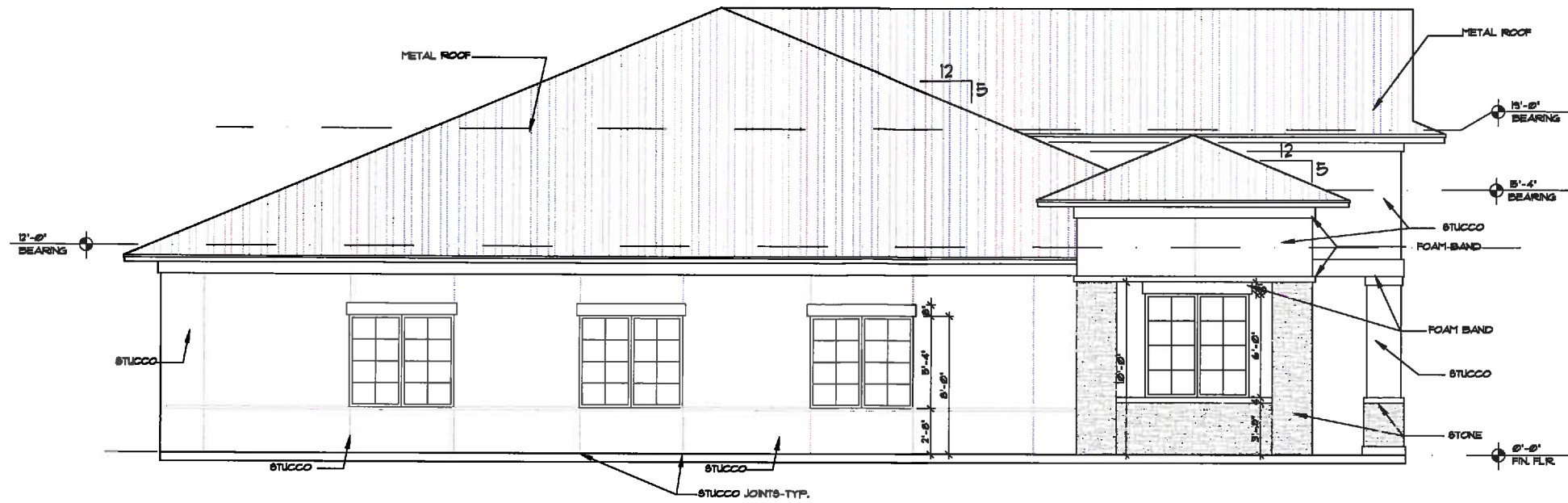
PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING F4 D
CLEMONT, FLORIDA

AA26002490	info@rabitso-romano.com
RABITS & ROMANO	www.rabitso-romano.com
ARCHITECTURE	PLANNING AND DESIGN
5127 S. ORANGE AVE.	TEL: 407-400-0300
SUITE 10 ORLANDO, FL 32809	FAX: 407-333-6000

SIGN/SEAL

DATE

SHEET
A201
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NORTH ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"

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PROJECT NO.	DATE
3001188-03	08-10-11

EXTERIOR ELEVATIONS

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING F4 D
CLERMONT, FLORIDA

RABITS & ROMANO
ARCHITECTURE
PLANNING AND DESIGN
info@rabr-architect.com
www.rabits-architect.com
TEL - 407-493-0350
FAX - 407-333-0080
4177 S. ORANGE AVE.
SUITE 110 ORLANDO, FL 32809

SIGN/SEAL

DATE

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REVISIONS
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PROJECT NO.
3001105-01
DATE
09-10-11

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING G
CLERMONT, FLORIDA

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING G
CLERMONT, FLORIDA

RABITS & ROMANO
ARCHITECTURE
PLANNING AND DESIGN
417 S. ORANGE AVE.
SUITE 100
CLERMONT, FL 33509
TEL: 407-490-0350
FAX: 407-233-0000
info@rabitsandromano.com
www.rabitsandromano.com

SIGN/SEAL

DATE

SHEET
A201
2



REVISIONS
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PROJECT NO.
3007105-01
DATE
08-10-17

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING G
CLEMONT, FLORIDA

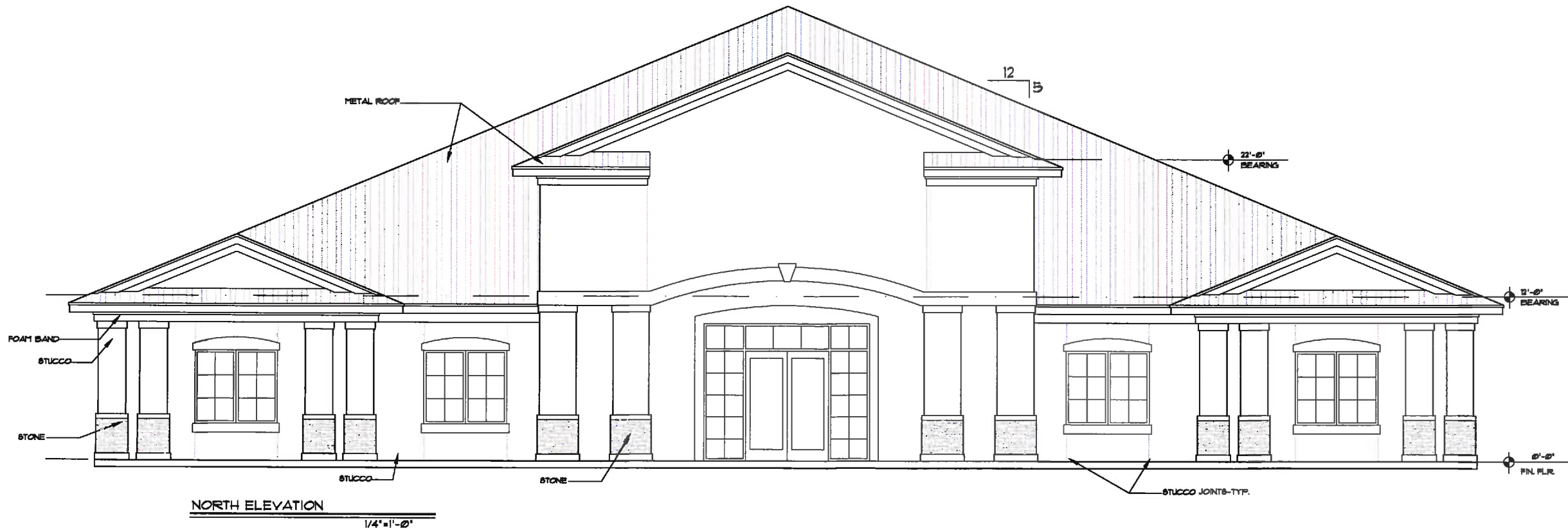
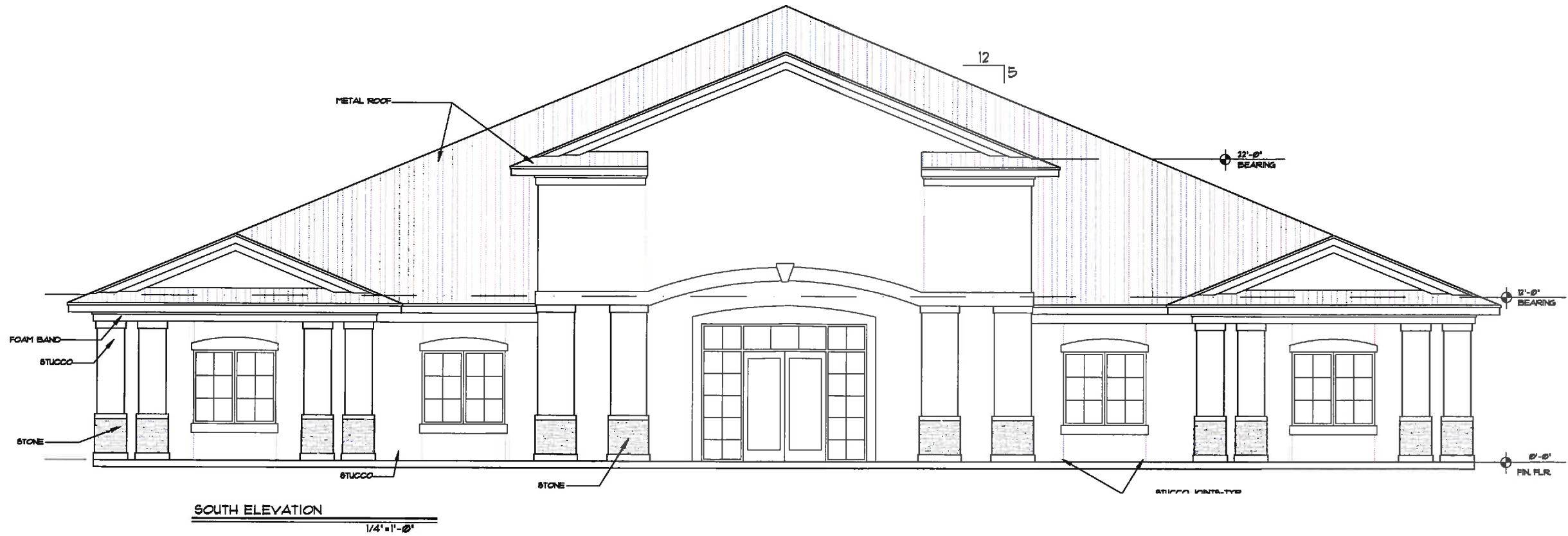
PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING G
CLEMONT, FLORIDA

RABITS & ROMANO
ARCHITECTURE
PLANNING
AND
DESIGN
info@rabits-architect.com
www.rabits-architect.com
TEL: 407-409-0300
FAX: 407-232-6000
5127 S ORANGE AVE
SUITE 10 ORLANDO, FL 32809

SIGN/SEAL

DATE

SHEET
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REV	NO.	DATE
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PROJECT NO.	3001100-01
DATE	09-10-11

EXTERIOR ELEVATIONS

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING H
CLERMONT, FLORIDA

AA26002490

RABITS & ROMANO
ARCHITECTURE
PLANNING
AND
DESIGN

info@rabits-romano.com
www.rabits-romano.com

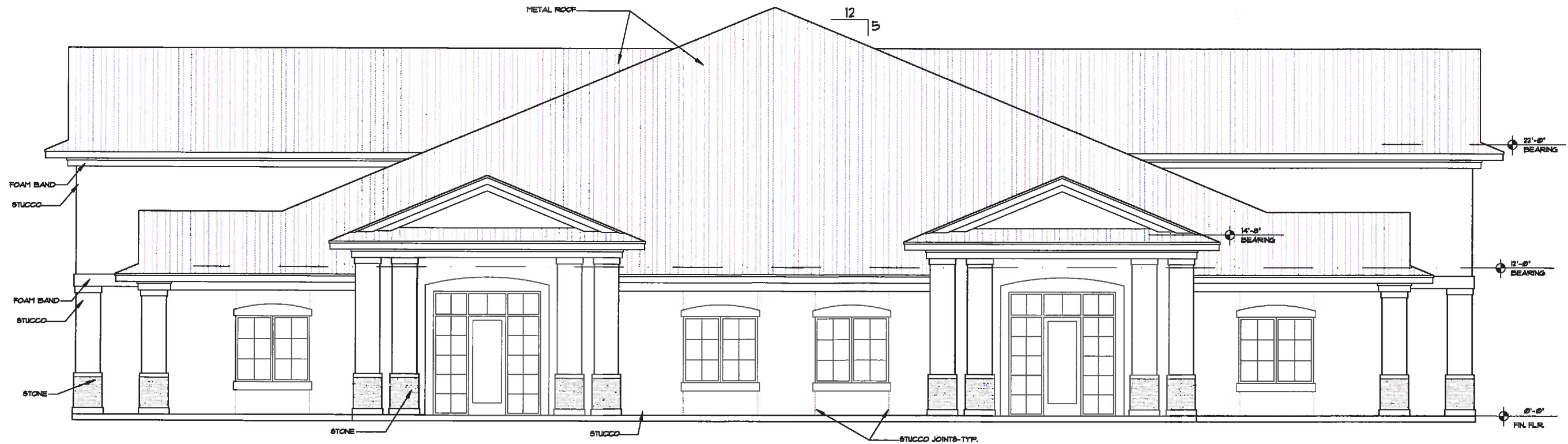
TEL: 407-498-0350
FAX: 407-523-0350

5127 S ORANGE AVE
SUITE 10 ORLANDO, FL 32809

SIGN/SEAL

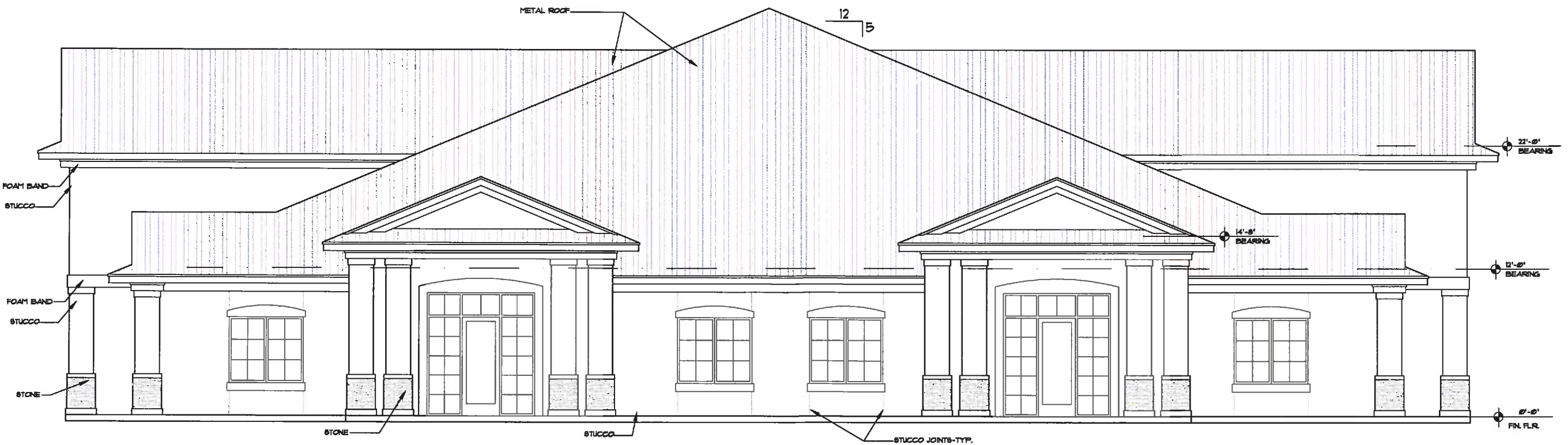
DATE

SHEET
A201
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EAST ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"

REVISIONS
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PROJECT NO.
3001108-01
DATE
08-10-11

EXTERIOR ELEVATIONS

PROPOSED NEW BUILDING:
MEDICAL OFFICE COMPLEX
BUILDING H
CLERMONT, FLORIDA

AA26002490
RABITS & ROMANO
ARCHITECTURE
PLANNING
AND
DESIGN
137 S. ORANGE AVE.
SUITE 10 ORLANDO, FL 32809
TEL: 407-694-0330
FAX: 407-233-6000
info@rabits-romano.com
www.rabits-romano.com

SIGN/SEAL

DATE

SHEET

A202

2

1. REQUEST FOR A CONDITIONAL USE PERMIT

REQUEST: To allow for a shopping center within the Lost Lake Reserve PUD.

APPLICANT: CTV3, LLC

Senior Planner McGruder presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (Resolution No. 2017-29) to allow for a commercial shopping center over 20,000 square feet in the Lost Lake Reserve PUD.

The Conditional Use Permit is for a commercial shopping center that will consist of multiple office and retail buildings for a total of 56,325 building square feet for the project site. The multiple buildings will allow a variety of retail and service uses consistent with the C-1 Light Commercial zoning district. Any commercial lot splits must go through the commercial subdivision platting process. The subject property is identified as Parcel "L" designated as Town Center in the Lost Lake Reserve PUD. The subject property is currently vacant and located at the northeast corner of Citrus Tower Blvd. and Johns Lake Road. The parcel consists of 7 +/- acres.

The Lost Lake Reserve PUD Master Plan (Resolution No.1294) land use conditions require each parcel be developed with the directives of the DRI and in accordance with the approved Master Plan. The subject property, Parcel "L" requires a CUP for shopping center use. The proposed development is consistent with the intent of the approved PUD Master Plan for this parcel. Staff recommends approval of the Conditional Uses Permit.

Chairman Jones asked if the elevations show entrances on both front and rear of the buildings.

Ms. McGruder exhibited the north and south elevations, and then the east and west elevations.

Chairman Jones asked how much of the site would be professional office and how much would be retail.

Jennifer Koch, of Langley, Nagel, Crawford & Modica, 1201 W Highway 50, representing Citrus Tower Park, said that it would be heavily medical office use.

Chairman Jones opened the floor to the public. No one wanted to speak, so he closed the public portion.

Commissioner Thayer asked if the majority was going to be medical.

Ms. Koch replied that is their understanding right now.

Commissioner Proli asked about the slope. She suggested that they not make steep cuts and flatten the land or have high walls as it takes away from the aesthetics.

Mr. Henschel assured her that all the grading will be done to code.

Commissioner Martin asked if sidewalks will be available on both Citrus Tower Boulevard and on Johns Lake Road.

Mr. Henschel said there will be sidewalks on both streets.

Commissioner Thayer made a motion to approve the request, seconded by Commissioner Martin. The vote for approval was unanimous.



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 5-24-17

FEE: \$845

+ cost of advertisement

PROJECT NAME (if applicable): Citrus Tower Village PARK

APPLICANT: CTV13, LLC

CONTACT PERSON: John Schmid

Address: 1655 E. Hwy 50

City: Clermont State: FL Zip: 34711

Phone: 352-243-3720 Fax: 352-243-8220

E-Mail: john@schmidconstruction.com

OWNER: Lost Lake Reserve LC

Address: PO Box 3737

City: Lake Wales State: FL Zip: 33589

Phone: _____ Fax: _____

Address of Subject Property: _____

General Location: North-east corner of Citrus Tower Blvd and John's Lake Road

Legal Description (include copy of survey): Clermont, Lost Lake

Tract F Sub Tract D PB 48

Pgs 52-54

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.

*Construct a shopping center consisting
of multiple buildings and approximately
60,000 SF.*

John Schmid

Applicant Name (print)

X *[Signature]*

Applicant Name (signature)

Owner Name (print)

X

Owner Name (signature)

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

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

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

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit for a Shopping Center within the Lost Lake Reserve PUD.

LOCATION

Lost Lake Reserve
Northeast corner of Citrus Tower Blvd. and Johns Lake Rd.
7 acres +/-

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

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

A public meeting to consider the request will be held before the City Council on Tuesday, July 25, 2017 at 6:30pm.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
June 29, 2017
July 18, 2017



AGENDA ITEM

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Ordinance No. 2017-31 <i>Introduction</i>		
Requested Action		
Move to Introduce Ordinance No. 2017-31.		
Staff Report		
Ordinance No. 2017-31 is proposed to be introduced to amend City Code Chapter 22 pertaining to Cemeteries. Currently, Section 22-7 of the Code provides only interest earned by the Cemetery Perpetual Care Trust Fund may be used to pay for the annual cost of care and maintenance of the cemetery. Ordinance No. 2017-31 would allow all proceeds of the Cemetery Fund to pay for the annual cost of maintenance and/or improvements to the cemetery. This change was recommended in the Non-Utility Fee Study completed in 2016 and will provide greater budget flexibility to the city. It is important to note, that the Cemetery Fund proceeds will still only be able to be spent on items related to the cemetery.		
Additional Analysis		
Fiscal Impact Summary		
The annual cost of routine maintenance related of the cemetery is approximately \$94,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2017-31	2017-31 Cemetery Fundwstrikes7-11-17R.docx	
2. Ad	2017-31CemeteryFund.doc	

CITY OF CLERMONT
ORDINANCE NO. 2017-31

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 22, CEMETERIES, SECTION 22-1, "DEFINITIONS" AND SECTION 22-7 "TRUST FUND", REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA HEREBY ORDAINS:

SECTION 1.

Chapter 22, Cemeteries, Section 22-1, et seq, is hereby amended as follows (Strikethrough indicates deleted wording, underlined indicates added): Definitions and Section 22-7, Trust Fund as follows:

Sec. 22-1. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cemetery or municipal cemetery means any cemetery owned by the city.

~~Trust~~ Cemetery fund means the fund established for the perpetual care of the cemetery.

Sec. 22-2. Penalty for violation of chapter provisions.

Any person violating any of the provisions of this chapter shall be deemed guilty of a violation of this Code and, upon conviction, shall be punished as provided by [Section 1-15](#). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under this chapter.

Sec. 22-3. Rules, regulations and restrictions.

The Council shall by resolution, establish rules, regulations and restrictions for the use of the cemetery relating to:

- (1) Subdividing the cemetery into lots, blocks, streets, walkways, and recording the plats thereof;
- (2) Capacity of each lot;
- (3) Location of graves;
- (4) Type of plantings as well as the size of and materials in monuments and markers that will be permitted for the proper and most attractive development of the cemetery;

CITY OF CLERMONT
ORDINANCE NO. 2017-31

- (5) Use of certain lots for single burials and burials of paupers;
- (6) Location of and plans and specifications for all structures of any kind for the interment of human bodies or cremated remains; and
- (7) All other matters for the orderly use and development of the cemetery.

Sec. 22-4. Rules of interment.

No deceased person or the cremated remains of any deceased person shall be interred until:

- (1) A burial permit has been obtained from the city and if required from the state, or any other agency as required by law;
- (2) The lot in which the interment is to be made has been fully paid for;
- (3) The person arranging for such interment has the right to the use of such lot;
- (4) Such lot is not used beyond its capacity; and
- (5) Proper record is made of the name, age and sex of the deceased person and of the exact location of the grave.

Sec. 22-5. Lot valuations.

The Council shall, by resolution, place a value upon all unsold lots in the cemetery and the Council may withhold from sale any area block or area within a block in order to promote the orderly use and development of the area. Such areas must be definitely marked on the cemetery records. When one lot is sold in a reserved area, then the whole area must be opened for sale to all persons.

Sec. 22-6. Restrictions on transfer and conveyance; records of ownership.

- (a) No owner of a lot or burial space in the cemetery shall sell or convey same to any other person or corporation other than to the City without the written consent of the City. The City reserves the right to pay no more than the original price of the lot or burial space.
- (b) The City shall keep full and complete records of ownership of all lots in the cemetery; of the burial capacity of each lot, sold and unsold; of the location of each grave; of the names of persons buried in each grave that has been used; and such other factual data as may be deemed necessary for such records. Information for such records must be furnished by those applying for the interment permit.

Section 22-7. ~~Trust~~Cemetery Fund.

The City shall account for all funds related to the cemetery in a separate fund known as the Cemetery Fund. Cemetery lot sale proceeds and interest may only be used for the routine maintenance and/or improvements to the cemetery.

CITY OF CLERMONT
ORDINANCE NO. 2017-31

~~There is hereby established a trust fund, to be known as the city cemetery perpetual care fund, to be derived from 100 percent of the net proceeds from all cemetery lot sales, beginning October 1, 1983. The council shall be trustees of such fund and may invest and reinvest the proceeds as it deems necessary. The annual cost of care and maintenance of the cemetery shall be paid out of only the interest or dividends earned by the trust fund and the general taxes assessed and levied for such purpose. The principal must be kept separate and apart from all other funds of the city, and its use is hereby appropriated exclusively for the purpose of the trust.~~

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The text of Section 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 5.

This Ordinance shall be published as provided by law and it shall become law and shall take effect October 1, 2017.

First Reading this 25th day of July, 2017.

Second Reading this 8th day of August, 2017.

CITY OF CLERMONT
ORDINANCE NO. 2017-31

PASSED AND ADOPTED BY the City Council of the City of Clermont, Lake County, Florida on this 8th day of August, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-31

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 22, CEMETERIES, REPEALING AND REPLACING SECTION 22-1 DEFINITIONS, SECTION 22-7 TRUST FUND, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, August 8, 2017 at 6:30pm for final enactment.

The meeting will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 25, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 25, 2017		
Agenda Item Name		
Proposed Ad Valorem Millage Rate		
Requested Action		
Recommend to approve proposed ad valorem millage rate of 4.2061 for Fiscal Year 2018		
Staff Report		
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 4th of the proposed ad valorem millage rate for Fiscal Year 2018. The proposed millage rate will be included in the property tax notices mailed to all city residents by the Lake County Tax Collector's Office in August. The final millage rate for Fiscal Year 2018 will be approved by the City Council at a public hearing on September 21. The final millage rate may be lower than the proposed millage rate, but can not be higher. Based on the budget workshop held on July 18, staff is recommending a proposed millage rate of 4.2061, which represents an increase of 6.7755% over the rolled back rate of 3.9392.		
Additional Analysis		
Fiscal Impact Summary		
The proposed millage rate of 4.2061 will generate an additional \$854,857 in ad valorem tax revenues in Fiscal Year 2018.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		