



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 10, 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. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Citizen Recognition

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 September 7, 2017 and September 21, 2017 Special Meeting minutes. |
| Item No. 2 - Resolution No. 2017-57 | Consider sale of city owned former downtown Police Station. |
| Item No. 3 - Employee benefit changes | Consider employee group medical and dental plan changes effective January 1, 2018. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 4 - Variance Requests
<i>Sherwin Williams</i>
<i>Table to October 24, 2017</i> | Consider variance requests to allow for a reduction in: required parking, rear-yard setback, landscape buffers and building facade landscaping for a vacant parcel located at 840 E. Hwy 50. |
| Item No. 5 - Boat Ramp Relocation Project Update | Discussion of options of the boat ramp relocation. |
| Item No. 6 - Ordinance No. 2017-27 <i>Introduction</i>
<i>Sign Code Amendment</i> | Consider ordinance introduction to repeal and replace Chapter 102-Signs in the Land Development Code. |

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 10, 2017

NEW BUSINESS

Item No. 7 - Variance Request
Heritage Square Boat & RV Storage

Consider a variance request to allow a fence/wall greater than 6 feet in height for an existing storage facility located at 355 Citrus Tower Blvd.

Item No. 8 - Ordinance No. 2017-37 *Introduction*
Public Works

Consider ordinance introduction to annex a parcel of land, approximately 35.87 +/- acres, south of Hooks Street, north of Trade Avenue, and east of Hancock Road.

Item No. 9 - Ordinance No. 2017-38 *Transmittal*
Public Works

Consider ordinance introduction for Keating/Hancock Large-Scale Comprehensive Plan Amendment.

ADJOURN

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

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

City of Clermont
SPECIAL MEETING MINUTES
SEPTEMBER 7, 2017

FIRST PUBLIC HEARING - FISCAL YEAR 2017-2018 BUDGET

The Clermont City Council met in a special meeting on Thursday, September 7, 2017 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following present: Council Members Mullins, Goodgame, Bates and Travis. Other City officials present were: City Manager Gray, Deputy City Clerk Noak and Finance Director Van Zile.

City Manager Gray introduced Assistant Fire Chief Silvestris who provided an update on the status of Hurricane Irma.

City Manager Gray advised the September 11, 2017 Planning and Zoning Commission Meeting was postponed to 6:30pm on September 18, 2017. The September 12, 2017 City Council Meeting was postponed to 6:30pm on September 19, 2017. The 9/11 Memorial Ceremony has been cancelled.

Resolution No. 2017-45 Tentative Ad Valorem Millage Rate

Deputy City Clerk Noak read Resolution 2017-45 aloud in its entirety.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, Adopting the tentative Ad Valorem Millage Rate for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; providing for collection of taxes; providing an effective date.

City Manager Gray stated the meeting was the first of two public hearings to adopt a millage rate and budget for Fiscal Year 2017-2018. There is no proposed change to the millagerate.

Finance Director VanZile presented the tentative ad valorem millage rate for Fiscal Year 2017-2018.

He reviewed the history of property taxable values and millagerate from 2008 through 2017. The rollback rate is an increase of 6.77 percent. We have to advertise the rollback rate per Florida Statutes. He reviewed a comparison of other municipalities propertytaxes and fees.

Staff requested approval of Resolution 2017-45, establishing the tentative ad valorem millage rate of 4.2061 for Fiscal Year 2018.

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

Council Member Goodgame moved to approve Resolution 2017-45; seconded by Council Member Bates. The motion passed with all members voting aye.

Resolution No. 2017-46 Tentative Budget

Deputy City Clerk Noak read Resolution 2017-46 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida,
adopting the Tentative Budget for the 2017-2018 Fiscal Year.

Finance Director VanZile presented the city-wide budget and expenditures.

The tentative budget is \$143,558,996 which is 14.2 percent less than the current year budget. The General Fund Tentative Budget totals \$38.9 million, which is 12.9 percent higher than the current year budget. The General Fund Tentative Budget ending reserves are projected at \$45.7 million. Expenditures include 17 new positions, contract/merit pay increases, Police and Fire pension increases, Police and Fire vehicles and equipment, parks and facilities improvements, utility system improvements, and Master Plan projects.

Staff requested approval of Resolution 2017-46.

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

Council Member Goodgame moved to approve Resolution 2017-46; seconded by Council Member Mullins. The motion passed with all members present voting aye.

ADJOURN: With no further comments, the meeting was adjourned at 7:21pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST: _____
Tracy Ackroyd Howe, City Clerk

City of Clermont
SPECIAL MEETING MINUTES
SEPTEMBER 21, 2017

FINAL PUBLIC HEARING - FISCAL YEAR 2017-2018 BUDGET

The Clermont City Council met in a special meeting on Thursday, September 21, 2017 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following present: Council Members Mullins, Goodgame, and Bates. Other City officials present were City Manager Gray, City Clerk Ackroyd Howe and Finance Director Van Zile.

Absent: Council Member Travis

City Manager Gray noted Council Member Travis is unable to attend tonight's meeting. Ms. Travis requested Mr. Gray convey her support of the budget and would like to see it move forward.

Resolution No. 2017-47 Ad Valorem Millage Rate

City Clerk Ackroyd Howe read Resolution 2017-47 aloud in its entirety.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, Adopting the Ad Valorem Millage Rate for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; providing for collection of taxes; providing an effective date.

Resolution No. 2017-48 Budget

City Clerk Ackroyd Howe read Resolution 2017-48 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, adopting the Budget for the 2017-2018 Fiscal Year.

Finance Director Van Zile presented information regarding the City of Clermont Fiscal Year 2018 millage rate and budget. The City Council must adopt the millage rate prior to adopting the budget.

He outlined the funds summary, revenues, expenditures, and requested actions. The citywide budget totals \$143.5 million, which is \$23.7 million or 14.2 percent less than the current year budget. Citywide budget is lower primarily due to the \$30 million Master Plan Loan approved in the current year. Citywide reserves at the end of Fiscal Year 2018 are \$45.7 million. General Fund budget totals \$38.9 million, which is \$4.4 million or 12.9 percent higher than the current year budget. General Fund budget is higher primarily due to increased inter fund transfers and personnel costs. General Fund budget is funded entirely from revenues, with reserves at the end of the fiscal year 2018 projected to be \$8.1 million or 28.8 percent of operating expenditures.

Ad valorem taxes of \$10.6 million is based on property values of \$2.56 billion and the current millage rate of 4.2061. Ad valorem taxes are \$1.1 million higher than the current year, due to a \$232 million increase in property values. Fiscal Year 2018 will be the fifth consecutive year of property values increases and the third consecutive year of maintaining the millage rate of 4.2061.

In November 2018, a constitutional amendment to create an additional \$25,000 exemption for homestead properties will be on the statewide general election ballot. If approved by 60 percent of the voters, the reduction in property taxable values is estimated to be approximately \$178 million or \$748,000 in ad valorem tax revenues in Fiscal Year 2020.

Mr. Van Zile reviewed the expenditures by department, types of expenditures, personnel services, capital outlay and debt service.

Staff requested the City Council approve Resolution No. 2017-47 establishing the Fiscal Year 2018 millage rate of 4.2061 and Resolution 2017-48 establishing the Fiscal Year 2018 budget of \$143,558,996.

Council Member Mullins moved to approve Resolution 2017-47; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Mullins moved to approve Resolution 2017-48; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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

ADJOURN: With no further comments, the meeting adjourned at 6:59pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST: _____
Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2017		
Agenda Item Name		
Resolution No. 2017-57		
Requested Action		
Staff Report		
Letters of interest were sought from qualified entities for the future reuse of the former police station April 2017-May 2017. Staff presented to council a staff recommendation to sell the former site to Performance Medical Group based upon the sale price, alignment with master plan and activation of economic renewal in the downtown CRA and masterplan area. Staff was directed by Council to negotiate the sale agreement with PMG. Staff has executed upon this and is presenting the purchase agreement for Council consideration.		
Additional Analysis		
Fiscal Impact Summary		
The sale price of \$785,000 is included in the FY 2018 budget to be used toward the construction of the new Public Works Complex.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution	2017-57OldPDsale.doc
2.	Contract	2017-57 PD propertysaleagmt-- FINAL.docx
3.	Exhibit A	2017-57PD Property Sale Exh A.pdf
4.	Inventory	2017-57PD INVENTORY.xls.xlsx

CITY OF CLERMONT
RESOLUTION NO. 2017-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, DECLARING SURPLUS APPROXIMATELY 1.29 +/- ACRES OF REAL PROPERTY LOCATED AT 865 WEST MONTROSE STREET AND SPECIFIED PERSONAL PROPERTY OWNED BY THE CITY OF CLERMONT, AUTHORIZING THE SALE THEREOF TO PERFORMANCE MEDICAL PARTNERS, LLC. FOR THE PURCHASE PRICE OF \$785,000, 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 865 West Montrose Street consisting of 1.29 +/- acres and certain specified personal property as set forth in Exhibit B to the contract, and hereby accepts the offer from Performance Medical Partners, LLC to purchase the 1.29 +/- acres of real property and the personal property from the City for \$785,000.00, 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. 2017-57

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on the 10th day of October, 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 ____ day of October 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 PERFORMANCE MEDICAL Partners, LLC a Florida limited liability company whose address is 1900 Don Wickham Drive, Suite 130, 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. Alt Key No.: 1614996 located in Lake County, Florida as further depicted in Exhibit "A" attached hereto, consisting of 1.29 +/- acres together with all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging, including those certain personal property items specifically identified in Exhibit "B" attached hereto, (hereinafter together referred to as the "Property").

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 SEVEN HUNDRED EIGHT-FIVE THOUSAND DOLLARS (\$785,000). 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 TWENTY-FIVE THOUSAND and no/100 DOLLARS (\$25,000) 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 4, 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 NINETY (90) 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") subject to the provisions of Section 13 C below; (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; (vii) "as is" bill of sale for the personal property described in exhibit "B" 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 FIFTEEN (15) 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 quasipublic 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 acknowledged 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 warrants and agrees that the initial use of the Property by Buyer shall be for medical and/ or professional office purposes and further that Buyer shall exert all reasonable efforts to timely renovate the structure and redevelop the Property for the above-stated purposes. As an express condition hereof and which condition shall survive closing in the event that Buyer has not received a Certificate of Occupancy for the renovated and redeveloped Property on or before the expiration of SEVEN HUNDRED AND THIRTY (730) days of Closing, Seller, at Seller’s sole option, shall have the right to buy back the Property, including any and all improvements, development plans and permit approvals related thereto, for the buy-back purchase price of SEVEN HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$785,000). The Special Warranty Deed provided to Buyer at the Closing shall specify to the satisfaction of Seller, Seller’s buy-back right as set forth herein. Upon the failure of Buyer to timely obtain the required Certificate of Occupancy, upon thirty (30) days written notice from Seller at Seller’s option, with opportunity to cure during said notice period, Buyer shall provide

to Seller a Special Warranty Deed delivering marketable title of the Property to Seller. The transaction and delivery of title as contemplated herein shall be in exchange for SEVEN HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$785,000) paid by Seller to Buyer and shall be completed by a closing agent as selected by Seller. At the closing pursuant to this buy back provision, Buyer shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, any taxes or assessments prorated as of the date of closing, 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, any document preparation fees, the cost of recording the Special Warranty Deed and any and all costs associated with the recording of any satisfaction or release of any note, mortgage and security agreement attached to the Property. Buyer and Seller shall each bear its own attorneys' fees. In the event that Buyer has timely met the conditions set forth above, Seller shall, upon written request from Buyer, execute and deliver to Buyer a Release of Buy Back Interest. Notwithstanding the foregoing, in the event that the Certificate of Occupancy referred to herein is not issued or delayed, solely due to the inaction or omission of Seller, the time to perform hereunder shall be extended for a period to be agreed-upon by the parties.

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 thirty (30) days after Notice from Seller by certified mail, 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: Performance Medical Associates, LLC
1900 Don Wickham Drive
Suite 130
Clermont, FL 34711
Attn.: _____

WITH A COPY TO: _____

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.

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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:

Performance Medical Associates, LLC

Name: _____

Name _____

By _____

Title: _____
Date: _____

Escrow Agent:

deBeaubien, Simmons, Knight
Mantzaris & Neal, LLP

By: _____
Daniel F. Mantzaris
Date: _____

Exhibit "A"

Contract for Sale and Purchase

City of Clermont (Seller) and Performance Medical Partners, LLC (Buyers)

Property Description

CLERMONT LOTS 9, W 47 FT LOT 10, 11, 12, 13, 14, 15, E 1/2 OF LOT 16, BLK 91 PB 8
PG 17 ORB 1054 PG 203 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

EXHIBIT "B" TO PURCHASE/SALE AGREEMENT

ROOM	QTY	ITEM	SIZE
DIVISION COMMANDER OFFICE #1	2	BOOK SHELVES	28 X 60
	1	CABINET - FILE - 2 DRAWER	31 X 30
	1	CABINET - STORAGE - 4 DRAWER	35.5 X 71
	2	CHAIR -OFFICE	
	1	CHAIR -SWIVLE	
	1	WHITE BOARD	36 X 47.5
	1	WHIITE BOARD	36 X 24
DIVISION COMMANDER OFFICE #2	1	DESK - COMPUTER - W/SHELVES - 2 DRAWER	61 X 59.5
	1	DESK - OFFICE - 5 DRAWER	64.5 X 29
	2	BOOK SHELF	30 X 71
	1	TABLE (ROUND)	42 WIDTH
	4	CHAIR - DESK	
	1	CHAIR-SWIVLE	
	1	PLASTIC CHAIR MAT	44 X 55.5
	1	WHITE BOARD	35.5 X 48
CHIEFS OFFICE	1	DESK - OFFICE - 7 DRAWER	71.5 X 35
	1	DESK - COMPUTER	59 X 38.5
	1	CABINET - 2 DRAWER	29.5 X 20
	1	CABINET - 6 DRAWER - 2 SHELVES	66 X 20
	1	CABINET - 2 DRAWER - 3 SHELVES	29.5 X 20 X 76.5
	2	CHAIR - OFFICE	
	1	CHAIR- SWIVLE	
	1	PHONE - DESK - NEC BRAND	
	1	PAPER SHREDDER - FELLOW BRAND	
	1	ACCESSORY RACK (BATHROOM)	10 X 10 X 23
	1	PLASTIC CHAIR MAT	44 X 55.5
CHIEFS SECRETARY	1	DESK - NO DRAWERS	72 X 30
	1	CABINET - FILE - 5 DRAWER	71.5 X 20
	1	TABLE - PRINTER ADJUSTABLE	36 X 20
	1	CABINET- 2 DRAWER WITH BOOK SHELF	38 X 19 X 65
	1	CHAIR - SWIVLE	
	3	PLASTIC LETTER HOLDER - WALL MOUNT)	
	1	PLASTIC CHAIR MAT	44 X 55.5
ROOM 108	5	CABINET - METAL - 4 DRAWER	18 X 26.5 X 52
	1	BOOK SHELF	36.5 X 12 X 62
	1	PLASTIC LETTR HOLDE - WALL MOUNT	

RECORDS	1	DESK - 7 DRAWERS	65.5 X 29.5
	1	DESK- 2 FILES DRAWERS	71.5 X 20
	4	CABINET - METAL - 4 DRAWERS	36 X 19.5 X 67
	1	CABINET - METAL - 4 DRAWERS	15 X 26.5 X 52
	1	PLASTIC FLOOR MAT (BLACK)	48 X 38
	1	PLASTIC FLOOR MAT (CLEAR)	71 X 59.5
	1	CABINET - METAL - 2 DRAWERS	14 X 18 X 25
	1	BULLITEN BOARD	48X 48
RECORDS REVIEW	1	CABINET-STORAGE	36 X 18 X 71.5
	2	CRUTCHES	
ROOM 109	1	CABINET-FILE	36 X 19 X 67
	2	CABINET-FILE	36 X 18 X 64.5
	1	KEY BOX - METAL	12 X 6
	1	APC SURGE ARRESTOR	
DETECTIVE DIVISION OFFICE	4	DESK- COMPUTER-4 DRAWERS-4 SHELVES	86 X 85 X 65
	2	DESK- COMPUTER-2 DRAWERS-2 SHELVES	60 X 24 X 65
	1	TABLE - PRINTER-METAL FRAME	30 X 20
	1	TABLE - PRINTER - WITH WHEELS	
	1	DESK - OFFICE- 4 DRAWERS	60 X 20
	3	CABINET - FILE - METAL- 4 DRAWERS	18 X 25 X 52
	1	CABINET - FILE - METAL - 2 DRAWERS	18 X 25 X 29
	1	CABINET - FILE - METAL - 2 DRAWERS	14 X 18 X 25
	2	PLASTIC LETTER HOLDER - WALL MOUNT	
	1	LOUROE ELECTRONICS AUDIO BASE STATION	
INTERVIEW ROOM # 1	1	DESK - FILE - 2 DRAWERS	71 X 24
	1	BULLETIN BOARD	48 X 48
	1	WHITE BOARD	23.5 X 35.5
INTERVIEW ROOM # 2	1	DESK - COMPUTER - 7 DRAWERS - L SHAPE	66 X 74
	2	CHAIR - OFFICE - SWIVLE	
	1	BOOK SHELF	36 X 14 X 48
	1	CABINET - FILE - METAL - 4 DRAWER	18 X 26.5 X 52
	1	BULLETIN BOARD	72 X 46
	1	PLASTIC LETTER HOLDER - WALL MOUNT	
	1	PLASTIC FLOOR MAT	44 X 55.5
INTERVIEW ROOM # 3	2	CHAIR - OFFICE	

	1	TABLE - METAL	48 X 23.5
ROOM 110	1	CABINET - STORAGE - METAL	36 X 18 X 71.5
	1	BOOK SHELF	33 X 11 X 55.5
BREAK ROOM	7	CHAIR - FOLD UP - METAL	
	1	TABLE - ROUND	47 WIDTH
	1	TABLE - ROUND	36 WIDTH
	1	CHAIR - OFFICE - SWIVLE	
	7	BULLETIN BOARD	51 X 31
WEIGHT ROOM	1	SCI FIT PRO SPORT EXERCISE MACHINE	
	1	SCI FIT SXT 7000 EXERCISE MACHINE	
	1	EVERLAST HEAVY BAG WITH STAND	
	1	WEIGHT BENCH	
	3	MIRRORS	VARIOUS
	1	EXERCISE TIMER - WALL MOUNT	
TRAINING OFFICE	2	DESK - OFFICE - 8 DRAWERS	71 X 24
	1	CABINET - STORAGE - METAL	48 X 24 X 78
	1	CABINET - STORAGE - METAL	31 X 18 X 67
	1	CABINET - FILE - METAL - 4 DRAWER	18 X 25 X 52
	1	CABINET - FILE - METAL - 4 DRAWER	16 X 26.5 X 52
	1	CABINET - FILE - METAL - 2 DRAWER	18 X 25 X 29
	1	CABINET - FILE - METAL - 2 DRAWER	14 X 18 X 25
	1	CHAIR - OFFICE - SWIVLE	
	1	BULLETIN BOARD	48 X 48
	2	PLASTIC MAIL HOLDER - WALL MOUNT	
PATROL COMMANDERS OFFICE	3	DESK - OFFICE - 7 DRAWER	60 X 30
	1	DESK - OFFICE - 7 DRAWER - L SHAPE	60 X 73
	1	TABLE	60 X 30
	1	BOOK SHELF	28 X 12 X 71.5
	1	CABINET - STORAGE - METAL	24 X 9 X 39
	5	CABINET - FILE - METAL - 4 DRAWER	15 X 26 X 52
	3	CABINET - FILE - METAL - 2 DRAWER	18 X 26.5 X 29.5
	4	CHAIR - OFFICE - SWIVLE	
	2	CHAIR - OFFICE	
	1	CHAIR - FOLD UP - METAL	
	1	PAPER SHREDDER - NOVTECH BRAND	
	1	KEY BOX - METAL	8 X 12
	1	FILE CASE - PORTABLE	

	1	2 INCH BALL HITCH	
	5	MAG LIGHT CHARGERS	
SQUAD ROOM	4	TABLE - FOLD UP - METAL	96 X 30
	3	LOCKERS - 3 TOGETHER	36 X 18 X 78
	1	TABLE - ROUND	48 INCH WIDTH
	1	TABLE	72 X 30
	1	CHAIR - OFFICE - SWIVLE	
	1	CHAIR - OFFICE	
	20	CHAIR - FOLD UP - METAL	
	1	PROJECTION SYSTEM W/ SCREEN - TOSHIBA	
	1	DVD PLAYER - GO VIDEO	
	1	AM/FM RECIEVER - SHERWOOD	
	1	TELEVISION - CRT TYPE - MAGNOVOX	27 INCH
	1	WHITE BOARD	71 X 48
	1	BULLETIN BOARD	48 X 48
	1	CAMERA - D LINK	
	2	SPEAKER FOR PROJECTION SYSTEM	
	1	PROJECTOR - OVER HEAD - APOLLO BRAND	
	2	PLASTC MAIL HOLDER - WALL MOUNT	
ROOM 103	1	CABINET - STORAGE	48 X 12 X 72
ROOM 101	1	DESK - OFFICE - 5 DRAWER	61 X 30
	1	DESK - OFFICE - 7 DRAWER - L SHAPE	66 X 74
	1	BOOK SHELF	35 X 14 X 48
	2	CHAIR - OFFICE	
	7	CHAIR - OFFICE - SWIVLE	
	4	CABINET - FILE - METAL - 4 DRAWER	15 X 25 X 52
	1	LETTER HOLDER - DESK TOP	
	4	CHAIR - FOLD UP - METAL	
	25	PHONE - DESK TOP - NEC BRAND	
	2	COMPUTER - GATEWAY	
	2	MONITOR - COMPUTER - ENVISION	18 INCH
	3	MONITOR - COMPUTER - DELL	19 INCH
	7	KEY BOARD - COMPUTER - DELL	
	2	SURGEARRESTOR - APC	
	1	PRINTER - COMPUTER - BROTHER - ML30	
	2	SPEAKER - WIRELESS - LOGI TECH	
	3	POWER SUPPLY - COMPUTER - DELL	
	1	TELEVISION - CRT TYPE - SHARP	19 INCH
	1	BULLETIN BOARD	48 X 48
	3	PLASTIC MAIL HOLDER - WALL MOUNT	
	1	MAIL HOLDER - DESK TOP	

ROOM 102	1	CHAIR - OFFICE	
	1	CABINET - FILE - METAL - 4 DRAWER	18 X 26.5 X 52
	1	CABINET - FILE - METAL - 2 DRAWER	18 X 25 X 29
	4	PLASTIC MAIL HOLDER - WALL MOUNT	
ENTRANCE	2	CHAIR/BENCH - 3 SEATS TOGETHER	
	1	BOOK SHELF	28 X 12 X 30
	22	STUFFED ANIMALS	VARIOUS
	1	BULLETIN BOARD	48 X 48
COMMUNITY AFFAIRS ROOM	1	TABLE - MEETING	93 X 48
	9	CHAIR - OFFICE	
	4	CHAIR - FOLD UP - METAL	
	2	TREE - FICUS - FAKE	
	1	PICTURE - CLERMONT ARIEL VIEW	103 X 52
COMMUNITY AFFAIRS OFFICE	1	DESK - OFFICE - 5 DRAWER	64 X 29.5
	1	TABLE	48 X 20
	1	TABLE - PRINTER	48 X 24
	1	BOOK SHELF	30 X 12 X 71
	2	CHAIR - OFFICE	
	1	CHAIR - OFFICE - SWIVLE	
	2	MONITOR - COMPUTER - DELL	18 INCH
	1	SURGE ARRESTOR - APC	
	1	PHONE - DESK - NEC BRAND	
	1	SPEAKER - COMPUTER - DELL	
	1	WHITE BOARD	94 X 48
CELL BLOCK	1	TABLE - FOLD UP	46 X 24
	6	CHAIR - FOLD UP - METAL	
	2	SURGE ARRESTOR - APC	
	2	KEY BOARD - COMPUTER - DELL	
	1	PHONE - DESK - NEC BRAND	
	1	CAMERA - D LINK	
	1	RACK - STORAGE - METAL	29 X 12 X 60
LOCKER ROOM - MENS	1	LOCKER - METAL - 3 ATTACHED TOGETHER	12 X 12 X 66
	4	LOCKER - METAL - 6 ATTACHED TOGETHER	
		3 TOP OVER 3 ON BOTTOM	12 X 18 X 66

LOCKER ROOM - WOMENS	1	CABINET - FILE - METAL 2 DRAWER	15 X 18 X 28
ROOM 106	2	TABLE - FOLD UP - METAL	92 X 30
	1	CHAIR - FOLD UP - METAL	
	1 BOX	CABLES - ASSORTED TYPES	

**AGENDA ITEM**

Meeting Date	
Tuesday, October 10, 2017	
Agenda Item Name	
Employee benefit changes	
Requested Action	
Recommend to approve employee group medical and dental plan changes effective January 1, 2018.	
Staff Report	
The Employee Group Medical Plan is self-funded and has been established since 1990. The plan provides health, dental and prescription drug coverage for employees, retirees and eligible dependents. During the month of September 2017, the Employee Insurance Committee, made up of employees representing all City departments, met to discuss possible changes to the plan. The following proposed changes, which include the necessary funding to reach the State-required targeted ending cash reserve of approximately 33% of projected claims, are recommended by the Employee Insurance Committee for your consideration. The changes would take effect January 1, 2018. Increase Employee, Retiree and City Contributions Increase the employee, retiree, and City contributions by 10% per pay check for all health and dental plan participants. The City's 10% increase is included in the FY 2018 budget. Plan Design Changes The following health plan design changes are recommended for Plan Year 2018: Change the pharmacy coverage from a 2-tier plan (generic and brand covered at 15% and 25% respectively) to a 4-tier plan. The 4 tiers and the coinsurance will be generic (15%), preferred brand (25%), non-preferred brand (35%), and specialty (40%). Include the state mandated coverage for autism spectrum disorder which is currently excluded in the plan. This coverage is state-mandated for fully insured plans. According to Cigna, there is no cost impact for adding this coverage. Change the urgent care amount from 30% co-insurance to a \$50 co payment. According to Cigna, there is no cost impact for changing the cost structure of this benefit. It is anticipated that making this change will reduce unnecessary emergency room visits. Surcharges	

Increase the employee and dependent tobacco user surcharges from 10% to 15% of the total unit cost. The tobacco user surcharge has been in place since 2009. As always, the City makes available reasonable alternative standards for the employee/dependent to qualify for the non-tobacco user rates by participating in a tobacco cessation program and submitting a certificate of completion.

Wellness Program

Continue the current voluntary wellness program, which incorporates a wellness premium incentive of a \$5 credit per paycheck for employees and spouses who participate in the program. Incorporate two (2) additional premium incentive levels to increase wellness program participation and engagement levels (\$5, \$10, or \$15 credit per paycheck). To be eligible for the \$5 level, employees would only be required to complete 5 wellness credits, for the \$10 level employees would complete 10 wellness credits, and for the \$15 level employees would complete 15 wellness credits. In addition to the wellness credit requirements, all three (3) levels also require an annual wellness exam with primary care provider and applicable lab work and completion of Cigna's online health assessment. The updated \$5/\$10/\$15 program would be available to employees and their spouses and the wellness credit would be included in calendar year 2019 for those who participated in calendar year 2018. In order to remain compliant with ACA, a reasonable standard alternative will be offered.

Summary

With all of the above noted changes, if claims run as projected, the fund's cash reserves at December 31, 2018 are projected to be at \$1,281,430 or 33.11% of projected annual claims.

Additional Analysis

Fiscal Impact Summary

City increase in contributions for FY 2018 is included in the current budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Group Medical Self Insurance Fund Revenues and Expenditures Schedule | 2017 - 10 10 - EE group medical - Exhibit - Revenues and Expenditures Schedule.pdf |
| 2. | Group Medical Insurance Rates | 2017 - 10 10 - EE group medical - Exhibit - Group Medical Insurance Rates.pdf |

City of Clermont
Group Medical Self Insurance Fund Revenues and Expenditures
2015 - 2018

								9/28/2017		
	2014 <u>Actual</u>	2015 <u>Actual</u>	2016 <u>Actual</u>	2017 <u>Budget</u>	2017 <u>Actual @8-31-17</u>	2017 <u>Projected</u>	2018 <u>Option A</u>	(EIC Rec) 2018 <u>Option B</u>	2018 <u>Option C</u>	2018 <u>Option D</u>
Beginning Cash	\$913,979	\$534,536	\$402,752	\$581,304	\$718,717	\$718,717	\$802,237	\$802,237	\$802,237	\$802,237
Revenues										
City Premiums	\$2,563,589	\$2,998,770	\$3,378,487	\$3,519,396	\$2,190,143	\$3,343,680	\$3,334,223	\$3,667,498	\$3,567,618	\$3,600,960
Employee Premiums	\$545,087	\$610,849	\$692,451	\$828,250	\$510,637	\$780,994	\$781,033	\$872,561	\$848,104	\$855,579
Retiree/Cobra Premiums	\$42,233	\$52,048	\$64,727	\$61,333	\$48,671	\$68,112	\$58,323	\$64,155	\$62,406	\$62,989
Reimb - Reinsurance	\$159,717	\$118,019	\$909,561	\$0	\$8,147	\$50,000	\$0	\$0	\$0	\$0
Reimb - CIGNA Wellness	\$42,483	\$29,369	\$30,207	\$25,000	\$20,182	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Interest Earnings	\$5,044	\$2,920	\$4,591	\$6,000	\$4,757	\$5,347	\$5,347	\$5,347	\$5,347	\$5,347
Transfer from City	\$0	\$0	\$500,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Total Revenues	\$3,358,153	\$3,811,975	\$5,580,024	\$5,039,979	\$3,382,537	\$4,873,133	\$4,803,925	\$5,234,562	\$5,108,475	\$5,149,876
Expenditures										
Claims	\$2,904,701	\$3,263,032	\$4,578,118	\$3,657,599	\$2,676,507	\$4,011,213	\$3,905,784	\$3,883,122	\$3,814,022	\$3,850,430
Wellness Programs	\$38,867	\$31,657	\$26,846	\$29,500	\$16,813	\$29,500	\$29,500	\$29,500	\$29,500	\$29,500
Admin Fees	\$202,032	\$209,900	\$206,140	\$281,169	\$160,823	\$275,200	\$282,748	\$282,748	\$282,748	\$282,748
Reinsurance	\$481,996	\$439,170	\$452,955	\$489,088	\$312,472	\$473,700	\$555,539	\$555,539	\$555,539	\$555,539
Total Expenditures	\$3,737,596	\$3,943,759	\$5,264,059	\$4,457,356	\$3,166,615	\$4,789,613	\$4,773,570	\$4,750,908	\$4,681,808	\$4,718,216
Ending Cash	\$534,536	\$402,752	\$718,717	\$1,163,927	\$934,639	\$802,237	\$832,592	\$1,285,891	\$1,228,904	\$1,233,896
Ending Cash % of Claims	18.40%	12.34%	15.70%	31.82%	34.92%	20.00%	21.32%	33.11%	32.22%	32.05%
Taget Ending Cash				\$1,207,008		\$1,307,200	\$1,288,909	\$1,281,430	\$1,258,627	\$1,270,642
Premium Increases										
City	0%	0%	0%	10%	10%	10%	0%	10.00%	7.00%	8.00%
EE/Dep	0%	0%	0%	10%	10%	10%	0%	10.00%	7.00%	8.00%
Retiree	0%	0%	0%	10%	10%	10%	0%	10.00%	7.00%	8.00%
Smoker Surcharge %								15.00%	15.00%	15.00%

City of Clermont
Group Medical Insurance Rates
January 1, 2018

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$427.05	\$33.50	\$460.56
-EE Share	Bi-Weekly	\$27.73	\$5.50	\$33.23
Total	Annual	\$11,824.34	\$1,014.13	\$12,838.47
-EE Tobacco Surcharge	Bi-Weekly	\$68.22	\$0.00	\$68.22
-EE Wellness Credit	Bi-Weekly	-\$5.00	\$0.00	-\$5.00
Spouse				
-City Share	Bi-Weekly	\$99.87	\$0.00	\$99.87
-EE Share	Bi-Weekly	\$129.70	\$9.53	\$139.23
Total	Annual	\$5,968.93	\$247.68	\$6,216.61
-EE Tobacco Surcharge	Bi-Weekly	\$34.44	\$0.00	\$34.44
Children				
-City Share	Bi-Weekly	\$87.25	\$0.00	\$87.25
-EE Share	Bi-Weekly	\$119.42	\$8.45	\$127.86
Total	Annual	\$5,373.40	\$219.65	\$5,593.04
-EE Tobacco Surcharge	Bi-Weekly	\$31.00	\$0.00	\$31.00
Family				
-City Share	Bi-Weekly	\$157.29	\$0.00	\$157.29
-EE Share	Bi-Weekly	\$185.43	\$18.71	\$204.14
Total	Annual	\$8,910.59	\$486.49	\$9,397.07
-EE Tobacco Surcharge	Bi-Weekly	\$51.41	\$0.00	\$51.41

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$571.51	\$15.75	\$587.26
-Retiree Share	Monthly	\$413.85	\$15.13	\$428.98
Total	Annual	\$11,824.34	\$370.52	\$12,194.87
Spouse				
-City Share	Monthly	\$129.33	\$0.00	\$129.33
-Retiree Share	Monthly	\$368.08	\$33.97	\$402.05
Total	Annual	\$5,968.93	\$407.62	\$6,376.55
Children				
-City Share	Monthly	\$134.33	\$0.00	\$134.33
-Retiree Share	Monthly	\$313.45	\$27.79	\$341.23
Total	Annual	\$5,373.40	\$333.43	\$5,706.83
Family				
-City Share	Monthly	\$245.04	\$0.00	\$245.04
-Retiree Share	Monthly	\$497.51	\$61.75	\$559.26
Total	Annual	\$8,910.59	\$741.05	\$9,651.64

Base Plan - Retirees - Medicare Eligible - Tier 1

Retiree				
-City Share	Monthly	\$348.62	\$15.75	\$364.37
-Retiree Share	Monthly	\$252.45	\$15.13	\$267.58
Total	Annual	\$7,212.85	\$370.52	\$7,583.37
Spouse				
-City Share	Monthly	\$78.89	\$0.00	\$78.89
-Retiree Share	Monthly	\$224.53	\$33.97	\$258.50
Total	Annual	\$3,641.05	\$407.62	\$4,048.67

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$492.68	\$0.00	\$492.68
-Retiree Share	Monthly	\$492.68	\$30.88	\$523.56
Total	Annual	\$11,824.34	\$370.52	\$12,194.87
Spouse				
-City Share	Monthly	\$124.35	\$0.00	\$124.35
-Retiree Share	Monthly	\$373.06	\$33.97	\$407.03
Total	Annual	\$5,968.93	\$407.62	\$6,376.55
Children				
-City Share	Monthly	\$111.95	\$0.00	\$111.95
-Retiree Share	Monthly	\$335.84	\$27.79	\$363.62
Total	Annual	\$5,373.40	\$333.43	\$5,706.83
Family				
-City Share	Monthly	\$185.64	\$0.00	\$185.64
-Retiree Share	Monthly	\$556.91	\$61.75	\$618.67
Total	Annual	\$8,910.59	\$741.05	\$9,651.64

Base Plan - Retirees - Medicare Eligible - Tier 2

Retiree				
-City Share	Monthly	\$300.54	\$0.00	\$300.54
-Retiree Share	Monthly	\$300.54	\$30.88	\$331.41
Total	Annual	\$7,212.85	\$370.52	\$7,583.37
Spouse				
-City Share	Monthly	\$75.86	\$0.00	\$75.86
-Retiree Share	Monthly	\$227.57	\$33.97	\$261.53
Total	Annual	\$3,641.05	\$407.62	\$4,048.67

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$295.61	\$0.00	\$295.61
-Retiree Share	Monthly	\$689.75	\$30.88	\$720.63
Total	Annual	\$11,824.34	\$370.52	\$12,194.87
Spouse				
-City Share	Monthly	\$74.61	\$0.00	\$74.61
-Retiree Share	Monthly	\$422.80	\$33.97	\$456.77
Total	Annual	\$5,968.93	\$407.62	\$6,376.55
Children				
-City Share	Monthly	\$67.17	\$0.00	\$67.17
-Retiree Share	Monthly	\$380.62	\$27.79	\$408.40
Total	Annual	\$5,373.40	\$333.43	\$5,706.83
Family				
-City Share	Monthly	\$111.38	\$0.00	\$111.38
-Retiree Share	Monthly	\$631.17	\$61.75	\$692.92
Total	Annual	\$8,910.59	\$741.05	\$9,651.64

Base Plan - Retirees - Medicare Eligible - Tier 3

Retiree				
-City Share	Monthly	\$180.32	\$0.00	\$180.32
-Retiree Share	Monthly	\$420.75	\$30.88	\$451.63
Total	Annual	\$7,212.85	\$370.52	\$7,583.37
Spouse				
-City Share	Monthly	\$45.51	\$0.00	\$45.51
-Retiree Share	Monthly	\$257.91	\$33.97	\$291.88
Total	Annual	\$3,641.05	\$407.62	\$4,048.67

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$98.54	\$0.00	\$98.54
-Retiree Share	Monthly	\$886.83	\$30.88	\$917.70
Total	Annual	\$11,824.34	\$370.52	\$12,194.87
Spouse				
-City Share	Monthly	\$24.87	\$0.00	\$24.87
-Retiree Share	Monthly	\$472.54	\$33.97	\$506.51
Total	Annual	\$5,968.93	\$407.62	\$6,376.55
Children				
-City Share	Monthly	\$22.39	\$0.00	\$22.39
-Retiree Share	Monthly	\$425.39	\$27.79	\$453.18
Total	Annual	\$5,373.40	\$333.43	\$5,706.83
Family				
-City Share	Monthly	\$37.13	\$0.00	\$37.13
-Retiree Share	Monthly	\$705.42	\$61.75	\$767.18
Total	Annual	\$8,910.59	\$741.05	\$9,651.64
Base Plan - Retirees - Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$60.11	\$0.00	\$60.11
-Retiree Share	Monthly	\$540.96	\$30.88	\$571.84
Total	Annual	\$7,212.85	\$370.52	\$7,583.37
Spouse				
-City Share	Monthly	\$15.17	\$0.00	\$15.17
-Retiree Share	Monthly	\$288.25	\$33.97	\$322.22
Total	Annual	\$3,641.05	\$407.62	\$4,048.67

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$985.36	\$30.88	\$1,016.24
Total	Annual	\$11,824.34	\$370.52	\$12,194.87
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$497.41	\$33.97	\$531.38
Total	Annual	\$5,968.93	\$407.62	\$6,376.55
Children				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$447.78	\$27.79	\$475.57
Total	Annual	\$5,373.40	\$333.43	\$5,706.83
Family				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$742.55	\$61.75	\$804.30
Total	Annual	\$8,910.59	\$741.05	\$9,651.64

Base Plan - Retirees - Medicare Eligible - Tier 5

Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$601.07	\$30.88	\$631.95
Total	Annual	\$7,212.85	\$370.52	\$7,583.37
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$303.42	\$33.97	\$337.39
Total	Annual	\$3,641.05	\$407.62	\$4,048.67

Tier 5 retirees are employees who were hired after February 26, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$320.29	\$33.50	\$353.80
-EE Share	Bi-Weekly	\$20.08	\$5.50	\$25.58
Total	Annual	\$8,849.54	\$1,014.13	\$9,863.67
-EE Tobacco Surcharge	Bi-Weekly	\$51.06	\$0.00	\$51.06
-EE Wellness Credit	Bi-Weekly	-\$5.00	\$0.00	-\$5.00
Spouse				
-City Share	Bi-Weekly	\$74.91	\$0.00	\$74.91
-EE Share	Bi-Weekly	\$64.86	\$9.53	\$74.38
Total	Annual	\$3,633.94	\$247.68	\$3,881.62
-EE Tobacco Surcharge	Bi-Weekly	\$20.97	\$0.00	\$20.97
Children				
-City Share	Bi-Weekly	\$65.44	\$0.00	\$65.44
-EE Share	Bi-Weekly	\$59.72	\$8.45	\$68.17
Total	Annual	\$3,254.05	\$219.65	\$3,473.70
-EE Tobacco Surcharge	Bi-Weekly	\$18.77	\$0.00	\$18.77
Family				
-City Share	Bi-Weekly	\$117.96	\$0.00	\$117.96
-EE Share	Bi-Weekly	\$92.72	\$18.71	\$111.43
Total	Annual	\$5,477.73	\$486.49	\$5,964.22
-EE Tobacco Surcharge	Bi-Weekly	\$31.60	\$0.00	\$31.60

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$427.73	\$15.75	\$443.47
-Retiree Share	Monthly	\$309.73	\$15.13	\$324.86
Total	Annual	\$8,849.54	\$370.52	\$9,220.06
Spouse				
-City Share	Monthly	\$78.74	\$0.00	\$78.74
-Retiree Share	Monthly	\$224.09	\$33.97	\$258.06
Total	Annual	\$3,633.94	\$407.62	\$4,041.56
Children				
-City Share	Monthly	\$81.35	\$0.00	\$81.35
-Retiree Share	Monthly	\$189.82	\$27.79	\$217.61
Total	Annual	\$3,254.05	\$333.43	\$3,587.48
Family				
-City Share	Monthly	\$150.64	\$0.00	\$150.64
-Retiree Share	Monthly	\$305.84	\$61.75	\$367.59
Total	Annual	\$5,477.73	\$741.05	\$6,218.78

High Deductible Plan - Retirees - Medicare Eligible - Tier 1

Retiree				
-City Share	Monthly	\$260.91	\$15.75	\$276.66
-Retiree Share	Monthly	\$188.94	\$15.13	\$204.07
Total	Annual	\$5,398.22	\$370.52	\$5,768.74
Spouse				
-City Share	Monthly	\$48.03	\$0.00	\$48.03
-Retiree Share	Monthly	\$136.70	\$33.97	\$170.66
Total	Annual	\$2,216.71	\$407.62	\$2,624.32

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$368.73	\$0.00	\$368.73
-Retiree Share	Monthly	\$368.73	\$30.88	\$399.61
Total	Annual	\$8,849.54	\$370.52	\$9,220.06
Spouse				
-City Share	Monthly	\$75.71	\$0.00	\$75.71
-Retiree Share	Monthly	\$227.12	\$33.97	\$261.09
Total	Annual	\$3,633.94	\$407.62	\$4,041.56
Children				
-City Share	Monthly	\$67.79	\$0.00	\$67.79
-Retiree Share	Monthly	\$203.38	\$27.79	\$231.16
Total	Annual	\$3,254.05	\$333.43	\$3,587.48
Family				
-City Share	Monthly	\$114.12	\$0.00	\$114.12
-Retiree Share	Monthly	\$342.36	\$61.75	\$404.11
Total	Annual	\$5,477.73	\$741.05	\$6,218.78

High Deductible Plan - Retirees - Medicare Eligible - Tier 2

Retiree				
-City Share	Monthly	\$224.93	\$0.00	\$224.93
-Retiree Share	Monthly	\$224.93	\$30.88	\$255.80
Total	Annual	\$5,398.22	\$370.52	\$5,768.74
Spouse				
-City Share	Monthly	\$46.18	\$0.00	\$46.18
-Retiree Share	Monthly	\$138.54	\$33.97	\$172.51
Total	Annual	\$2,216.71	\$407.62	\$2,624.32

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$221.24	\$0.00	\$221.24
-Retiree Share	Monthly	\$516.22	\$30.88	\$547.10
Total	Annual	\$8,849.54	\$370.52	\$9,220.06
Spouse				
-City Share	Monthly	\$45.42	\$0.00	\$45.42
-Retiree Share	Monthly	\$257.40	\$33.97	\$291.37
Total	Annual	\$3,633.94	\$407.62	\$4,041.56
Children				
-City Share	Monthly	\$40.68	\$0.00	\$40.68
-Retiree Share	Monthly	\$230.50	\$27.79	\$258.28
Total	Annual	\$3,254.05	\$333.43	\$3,587.48
Family				
-City Share	Monthly	\$68.47	\$0.00	\$68.47
-Retiree Share	Monthly	\$388.01	\$61.75	\$449.76
Total	Annual	\$5,477.73	\$741.05	\$6,218.78

High Deductible Plan - Retirees - Medicare Eligible - Tier 3

Retiree				
-City Share	Monthly	\$134.96	\$0.00	\$134.96
-Retiree Share	Monthly	\$314.90	\$30.88	\$345.77
Total	Annual	\$5,398.22	\$370.52	\$5,768.74
Spouse				
-City Share	Monthly	\$27.71	\$0.00	\$27.71
-Retiree Share	Monthly	\$157.02	\$33.97	\$190.98
Total	Annual	\$2,216.71	\$407.62	\$2,624.32

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$73.75	\$0.00	\$73.75
-Retiree Share	Monthly	\$663.72	\$30.88	\$694.59
Total	Annual	\$8,849.54	\$370.52	\$9,220.06
Spouse				
-City Share	Monthly	\$15.14	\$0.00	\$15.14
-Retiree Share	Monthly	\$287.69	\$33.97	\$321.66
Total	Annual	\$3,633.94	\$407.62	\$4,041.56
Children				
-City Share	Monthly	\$13.56	\$0.00	\$13.56
-Retiree Share	Monthly	\$257.61	\$27.79	\$285.40
Total	Annual	\$3,254.05	\$333.43	\$3,587.48
Family				
-City Share	Monthly	\$22.82	\$0.00	\$22.82
-Retiree Share	Monthly	\$433.65	\$61.75	\$495.41
Total	Annual	\$5,477.73	\$741.05	\$6,218.78

High Deductible Plan - Retirees - Medicare Eligible - Tier 4

Retiree				
-City Share	Monthly	\$44.99	\$0.00	\$44.99
-Retiree Share	Monthly	\$404.87	\$30.88	\$435.74
Total	Annual	\$5,398.22	\$370.52	\$5,768.74
Spouse				
-City Share	Monthly	\$9.24	\$0.00	\$9.24
-Retiree Share	Monthly	\$175.49	\$33.97	\$209.46
Total	Annual	\$2,216.71	\$407.62	\$2,624.32

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$737.46	\$30.88	\$768.34
Total	Annual	\$8,849.54	\$370.52	\$9,220.06
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$302.83	\$33.97	\$336.80
Total	Annual	\$3,633.94	\$407.62	\$4,041.56
Children				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$271.17	\$27.79	\$298.96
Total	Annual	\$3,254.05	\$333.43	\$3,587.48
Family				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$456.48	\$61.75	\$518.23
Total	Annual	\$5,477.73	\$741.05	\$6,218.78

High Deductible Plan - Retirees - Medicare Eligible - Tier 5

Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$449.85	\$30.88	\$480.73
Total	Annual	\$5,398.22	\$370.52	\$5,768.74
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$184.73	\$33.97	\$218.69
Total	Annual	\$2,216.71	\$407.62	\$2,624.32

Tier 5 retirees are employees who were hired after February 26, 2013.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 10, 2017	
Agenda Item Name	
Variance Requests <i>Sherwin Williams</i> <i>Table to October 24, 2017</i>	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
<i>This request was originally scheduled to be heard by the Council on Aug. 8, 2017, but it was tabled to Sept. 12, 2017 at the applicant's request. The Sept. 12th meeting was moved to Sept. 19, 2017 due to Hurricane Irma. During the Sept. 19th meeting, the Council agreed to table the request to Oct. 10, 2017 to allow the applicant time to work out the details of the plan.</i> The applicant is requesting five variances to the land development code (LDC) for construction of a new 4,000-square-foot Sherwin Williams retail store. The subject parcel is currently vacant, and the current zoning of the property is C-2 General Commercial. This parcel, previously owned by FDOT, is located at the corner of Highway 50 and Milholland Drive. The applicant has indicated that the subject parcel has many disadvantages that make the site a challenge to develop. The requested variances include: 1) To allow for a reduction of seven parking spaces instead of the number as required by the LDC, Section 98-14. 2) To allow for a reduced rear yard setback of 12 feet instead of the 25 feet required by the LDC, Section 122-226. 3) To allow for a reduced minimum width of the perimeter landscape buffers between abutting properties for the north and east buffers instead of the requirements of the LDC, Section 118-37(d)(1). 4) To allow for the reduction of the minimum width for the landscape buffers adjacent to rights-of-way for the south and west buffers instead of the requirements in the LDC, Section 118-37(e)(1). 5) To allow for a reduced building facade landscaping of 25 percent instead of the 60 percent required by the LDC, Section 118-37(i). Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this variance request because Section 86-174 of the LDC requires a positive finding on eight review criteria in order to grant a variance, and staff believes that four of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Site Location Map	Sherwin Williams Map.pdf	
2.	Site Plan	NEW SITE PLAN -07-31-17.pdf	
3.	FDOT Letter	Sherman Williams FDOT letter.pdf	
4.	Variance Review Criteria	86-174 Review Criteria-Sherwin Williams.docx	
5.	Variance Application	Sherwin Williams App.pdf	
6.	Legal Ad	New Sherwin Williams VAR Legal AD.pdf	

Sherwin Williams – Site Map



780 HWY 50

1340 US HWY 50

6' PROPOSED
LANDSCAPE BUFFER

10' REQUIRED
LANDSCAPE BUFFER

FN/D
LS 157.

850 EAST HWY 50

MILHOLLAND STREEET 47' R/W

PROPOSED SHERWIN-WILLIAMS
AREA = 4,000 SF

150 LF -DECORATIVE
RETAINING WALL WITH FENCE

DIFFER

PROPOSED 5' WIDE

—

5

13' PROPOSED
LANDSCAPE BUFFER

30' CORNER
TRIANGLE

P.O.C.

NO CAP

CAP

WEST BOUND LANE
STATE ROAD 50

[illegible]

NO.	REVISIONS	DATE:
1.	SUBMIT TO CITY OF CLERMONT	7/7/17

RAVI S.V. ALUR P.E. #50583

DATE _____

ASPIRE ENGINEERING, INC.

CONSULTING ENGINEERS . PLANNERS

1023 PROFESSIONAL PARK DR., BRANDON, FL 33811

TEL: (813) 571-2850, FAX: (813) 571-1753; E-mail: aspireeng@yahoo.com

SR 50 @ MILHOLLAND
SHERWIN-WILLIAMS

**SECTION 30, TOWNSHIP 22 S., RANGE 26 E.
CITY OF CLERMONT, FLORIDA**

SITE PLAN

DATE: 07/07/2017

DESIGNED BY: RA

25232

FILE NAME: 17000SITE

PROJECT #: 17-000

SHEET:

○
|
└─



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

**MIKE DEW
SECRETARY**

June 29, 2017

FDOT is in the process of selling this parcel to DRP Company of Alabama, Inc. as represented by Dennis M. Skop. Please allow him to obtain the variances needed so that we may complete the sale.

Any questions, please contact me for further discussion.

**Leslie Rak
Department of Transportation
386-943-5090
Leslie.rak@dot.state.fl.us**

Sherwin Williams 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: The size and shape of the parcel along with the widening of State Road 50 and the existence of utility easements on the parcel have made it impossible to fully utilize the parcel to its highest and best use.

Staff comments: This parcel does have circumstances existing which are peculiar to the land. The applicant purchased this property with the current conditions. The applicant can construct a smaller building that may allow more flexibility and compliance with the Land Development Code.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: The conditions limiting use of the property have not been created by present or proposed owners of the property.

Staff comments: The current conditions of the site were not created by the applicant giving rise to the requested variance. However, the parcel was purchased with the existing conditions and could be developed with a smaller building footprint or different use that may allow more flexibility and compliance with the land development codes.

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: Sherwin Williams paint company wishes to have a location here to better serve its customers and 4,000 square feet is the minimum needed to successfully operate a full service paint store that must compete with big box stores many times the size. Any reduction in size would create less opportunity for a successful operation.

Staff comments: With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according to the land development code, even if it was feasible. However, the applicant may choose another parcel that does not present these challenges.

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: *In contrast, this site presents the potential for increased expenses such as underground retention and a sprinkled dumpster.*

Staff comments: *No evidence of decreased costs due to the variance requests.*

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: *As the site shows, we are using best practices to maximize the existing parcel for its highest and best value.*

Staff comments: *The applicant is trying to maximize the potential use of the site by requesting the variance for landscaping buffer widths, parking waivers, and building setbacks for the property. However, the site could be developed at a lower intensity and requested variances may not be required.*

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: *Visual observation of existing properties along State Road 50 show that many building do not strictly conform to setbacks, etc. Granting of requested variances will not confer any special privileges.*

Staff comments: *The City Council has granted similar variance requests in the past for other properties in the same zoning district. There are other properties along State Road 50 that required development mitigation because of the widening of road.*

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: *In contrast, Sherwin Williams is a valued member of the community and neighborhood that it is located in and will only enhance an otherwise vacant parcel. DRP company will remain the owner of the parcel and takes great pride of ownership as we do not sell our projects but hold for the long term in every case.*

Staff comments: *The proposed variances appear not to substantially diminish property values or alter the essential character of the area and surrounding properties.*

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: *Sherwin Williams in concert with Drop Company operate in a good neighborhood stance and will serve as an asset to the community and surrounding neighborhoods. This project will contribute to the overall purpose and intent of the code and be in harmony with the general welfare of the City of Clermont and Lake County.*

Staff comments: Granting of the requested variances will be in harmony with the general intent and purpose of the land development code. The intent of the landscaping is to provide a buffer between properties and street rights-of-way. The applicant is proposing landscape buffers of varying widths and additional vegetation that will be clustered to provide a sufficient buffer for the general purpose and intent of the 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 **four** 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: July 7, 2017 _____

FEE: \$600

PROJECT NAME (if applicable): Sherwin Williams _____

APPLICANT DRP Company of Alabama, Inc. _____

CONTACTPERSON: Dennis M. Skop _____

Address: 4308 W Cayuga St _____ 4308 W Cayuga St. _____

City: Tampa _____ State: FL _____ Zip: 33614 _____

Phone: 813-870-0709 _____ Fax: 813-870-1833 _____

E-Mail: dskopdrp@aol.com _____

OVVNER: DRP Company under contract with FDOT-see enclosed

Address: 719 S Woodland Blvd _____ 719 S. Woodland Blvd. _____

City: Deland _____ State: FL _____ Zip: 32720-6834 _____

Phone: 386-943-5090 _____ Fax: _____

Address of Subject Property: 840 East Hwy 50, Clermont, FL. _____

General Location: Adjacent to Wendys restaurant at corner of Sr 50 and Milholland Drive

Adjacent to Wendys at corner of Sr 50 and Milholland Drive

Legal Description (include copy of survey): _____

Land Use (City verification required): Commercial-Retail _____





Zoning (City verification required):

C 2

**CITY OF CLERMONT
VARIANCE**

Application

Page 2

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

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

122-226 ; 98-14 ; 118-37 ; 102.12

What are you proposing to do that would require a variance and why? We are proposing a 4,000 square foot retail paint store. Several variances are requested due to the size and shape of parcel and existing utility easements on property that limit placement of building and site.

How does the Code create a hardship? The requirements for setbacks, parking, buffers, etc make it impossible to utilize this site for its highest and best use which in this case is a building coverage of less than 18%, which is below the normal expectations and standards of development. This will be the case for most any uses intended for this site.

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

Variance requested - subject and code section: East side setback from 20 ft to 12 ft (sec. 122-226); Landscape buffer along Sr 50 from 20 ft to (varies as shown on site plan) Sec. 118-37
Landscape buffer along Millholland Drive from 15 ft to (varies as shown on site plan) (sec 118-37)
ParkiParking variance from 20 spaces to eighteen spaces Sec 98-14 Sign setback from Sr 50
WE will exceed the landscaping requirements along the streets by planting in clusters.

Sec. 86-174. Review criteria and findings.

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

(1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district. The size and shape of the parcel along with the widening of Sr 50 and the existence of utility easements on the parcel have made it impossible to fully utilize the parcel to its highest and best use.

(2) The condition giving rise to the requested variance has not been created by any

person presently having an interest in the property;

(The conditions limiting use of the property have not been created by present or proposed owners of property.)



CITY OF CLERMONT VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant. Sherwin Williams paint company wishes to have a location here to better serve its customers and 4,000 sq ft is the minimum needed to successfully operate a full service paint store that musy compete with big box stores many times this size. Any reduction in size would create less opportunity for a successful operation.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded. In contrast, this site presents the potential for increased expenses such as underground retention and a sprinled dumpster.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure. As the site plan shows, we are using best practices to maximize the existing parcel for its highest and best use.

(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. Visual observation of existing properties along Sr 50 show that many buildings do not strictly conform to setbacks, etc. Granting of requested variances will not confer any special privilege.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and
In contrast, Sherwin Williams is a valued member of any community and neighborhood that it is located in and will only enhance an otherwise vacant parcel. DRP Ciompany will remain the owner of the parcel and takes great pride of ownership as we do not sell our projects but hold for the long term in every case,



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.

Sherwin Williams in concert with Drop Company operate in a good neighbor swtance and will serve as an asset to the community and surrounding neighborhood. This project will contribute to the overall purpose and intent of the code and be in harmony with the general welfare of the city of Clermont and Lake county.

Applicant Name (print)

x **DRP Company of
Alabama Inc**

Applicant Name (~e)

[Handwritten signature]
Debra M. Shep

Owner Name (print)

x *The State of Florida Dept
of Transportation*

Owner Name (~l;f... Ye)

******* 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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following five variances: (1) to allow for a reduction of seven parking spaces instead of the number as required by the Land Development Code, Section 98-14; (2) to allow for a reduced rear yard setback of 12 feet instead of the 25 feet required by the Land Development Code, Section 122-226; (3) to allow for a reduced perimeter landscape buffers between abutting properties for the north perimeter buffers instead of the requirements of the Land Development Code, Section 118-37(d)(1); (4) to allow for the reduction of landscape buffers minimum width adjacent to right of ways for the south and west buffers instead of the requirements in the Land Development Code, Section 118-37(e)(1); (5) to allow for a reduced building façade landscaping of 25 percent instead of the 60 percent required by the Land Development Code, Section 118-37(i); at the following location:

LOCATION:

Vacant property (Alt. Key 1592771)
840 East Highway 50
Corner of E. Highway 50, east of Milholland Drive

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, September 12, 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, MMC
City Clerk

Daily Commercial
September 5, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2017		
Agenda Item Name		
Ordinance No. 2017-27 <i>Introduction</i> <i>Sign Code Amendment</i>		
Requested Action		
Recommend introduction of Ordinance 2017-27.		
Staff Report		
The Florida Constitution provides that it is the policy of the state to conserve and protect its scenic beauty, and the regulation of signage for purposes of aesthetics directly serves that policy. The regulation of signs as provided herein is based upon their function, and is not based upon the content of the message contained on any such sign. Following an opinion of the United States Supreme Court that local governments may not impose more stringent restrictions on directional signs than on signs conveying a message, the City of Clermont seeks to repeal in its entirety and replace Land Development Code, Chapter 102 – Signs. The City Attorney has amended the existing sign code to comply with the Florida Constitution and recent Court findings by removing regulations that are dependent on the communicative content of the sign with Ordinance No. 2017-27. The existing regulations of signs regarding the size, height, type and location of signs has not been changed in the amended sign ordinance. Staff recommends approval of Ordinance No. 2017-27 to repeal in its entirety and replace Land Development Code, Chapter 102 – Signs.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance No. 2017-27	2017-27 NEW LDC Sign Amendment 10-2017.pdf	
2. Amended Chapter 102 - Signs	Clermont Revised Sign Code - Final.pdf	
3. Legal Ad	Sign code amendment legal ad.pdf	

CITY OF CLERMONT
ORDINANCE No. 2017-27

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING IN ITS ENTIRETY AND REPLACING LAND DEVELOPMENT CODE, CHAPTER 102 SIGNS, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on October 3, 2017 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont finds that it is in the best interests of the health, safety, and welfare of the citizens of Clermont to repeal in its entirety and replace the Land Development Code, Chapter 102 “Signs”, to be consistent with the Florida Constitution by deleting or amending regulations and definitions that are dependent on the communicative content of the sign; and

WHEREAS, the regulation of signs is provided herein is based upon their function, and is not based upon the content of the message contained on any such sign Florida Constitution provides that it is the policy of the state to conserve and protect its scenic beauty, and the regulations of signage for purposes of aesthetics directly serves that policy; and

WHEREAS, City of Clermont Code of Ordinances, Land Development Code, Chapter 102 “Signs” purpose and intent is to ensure adequate means of communication through signage while maintaining attractive visual appearance within the city, and

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2. Repeal and Replacement.

City of Clermont Code of Ordinances, Land Development Code, Chapter 102 – “SIGNS” shall be repealed in its entirety and replaced with the following:

Chapter 102 – SIGNS as amended Ordinance No. 2017-27.

CITY OF CLERMONT
ORDINANCE No. 2017-27

SECTION 3. Conflict

All Ordinances of part of Ordinances, all City Code Sections or parts of City Code Sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of conflict.

SECTION 4. Severability

Should any provision of this Ordinance be declared invalid by any court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared invalid.

SECTION 5. Codification

The text 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 the “Article” for “Ordinance”. “Section” for “Paragraph”, or otherwise to take such editorial license.

SECTION 6. Effective Date

This Ordinance shall be effective immediately upon adoption as provided by law.

CITY OF CLERMONT
ORDINANCE No. 2017-27

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of November 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

CHAPTER 102 - SIGNS

Sec. 102-1. – Purpose and intent of chapter.

- (a) The intent of this chapter is to ensure adequate means of communication through signage while maintaining a safe environment and attractive visual appearance within the city. By specifying criteria for all signage, this chapter is intended to serve the following purposes:
- (1) Maintain the established suburban character of the city by regulating all exterior signage in a manner which promotes low profile signage of high quality design.
 - (2) Protect and maintain the visual integrity of roadway corridors within the city by establishing a maximum amount of signage on any one site to reduce visual clutter.
 - (3) Establish locations and setback for signage which are designed to protect motorists from visual distractions, obstructions and hazards.
 - (4) Enhance the appearance of the physical environment by requiring that signage be designed as an integral architectural feature of the site and structure for which such signage is intended to identify, and sited in a manner which is sensitive to the existing natural environment.
 - (5) Provide for signage which satisfies the needs of the local business community for visibility, identification and communication.
 - (6) Establish procedures for the removal or replacement of nonconforming signs, enforcement of these regulations, maintenance of existing signs, and consideration of variances and appeals.
 - (7) Facilitate clear communication of messages.
 - (8) Reduce traffic and structural hazards.
 - (9) To allow signs that will not:
 - (i) Endanger the public safety;
 - (ii) Create distractions that may jeopardize pedestrian or vehicular traffic safety;
 - (iii) Mislead, confuse, or obstruct the vision of people seeking to locate or identify uses or premises; and
 - (iv) Destroy or impair aesthetic or visual qualities of the city which are so essential to the suburban character of the city and the general welfare of its citizens and visitors.
- (b) The regulation of signs as provided herein is based upon their function, and is not based upon the content of the message contained on any such sign. The Florida Constitution provides that it is the policy of the state to conserve and protect its scenic beauty, and the regulation of signage for purposes of aesthetics directly serves that policy. In order to preserve the city as a desirable community in which to live, visit and do business, a pleasing, visually attractive suburban environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end. These sign regulations are prepared with the intent of enhancing the suburban environment and promoting the continued well-being of the city. The enhancement of the visual environment is critical to a community's image and safety, and the sign control principles set forth herein create a sense of character and ambiance that distinguishes the city as one with a commitment to maintaining and improving an attractive and safe environment.

The city council recognizes that there are various persons and entities that have an interest in communicating with the public through the use of signs that serve to identify businesses and services, residences and neighborhoods, and also to provide for expression of opinions. The council is also responsible for furthering the city's obligation to its residents and visitors to maintain a safe and aesthetically pleasing environment where signs do not create excessive visual clutter and distraction or hazards for pedestrians and vehicles; where signs do not adversely impact the predominantly suburban character of the city; and where signs do not conflict with the natural and scenic qualities of

the city. It is the intent of the council that the regulations contained in this chapter shall provide a uniform sign criteria that regulates the size, height, number and placement of signs in a manner that is compatible to the suburban scale and character of the city, and which shall place the fewest possible restrictions on personal liberties, property rights, free commerce, and the free exercise of Constitutional rights, all while achieving the city's goal of creating a safe, healthy, attractive and aesthetically pleasing environment that does not contain excessive clutter or visual distraction from right-of-ways and adjacent properties, the surrounding natural environment, and residential neighborhoods.

(c) Findings of Fact. The city council finds that:

- (1) The manner of the erection, location and maintenance of signs affects the public health, safety, morals and welfare of the people of this community.
- (2) The safety of motorists, cyclists, pedestrians, other users of the public streets is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers.
- (3) The size and location of signs may, if uncontrolled, constitute an obstacle to effective fire-fighting techniques.
- (4) The construction, erection and maintenance of large signs suspended from or placed on the tops of buildings, walls or other structures may constitute a direct danger to pedestrian and vehicular traffic below, especially during periods of strong winds, such as those caused by hurricanes and Central Florida thunderstorms.
- (5) Uncontrolled and unlimited signs may degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value and growth of the city's suburban character.

(d) *Substitution clause.* It is not the intent of this chapter to afford greater protection to any one message over that of another message. Any sign, flag, display or device allowed under this chapter may contain any lawful message or copy that complies with all other requirements applicable to the sign. Thus, notwithstanding any provisions that may be interpreted to the contrary, this chapter allows all signs to display any message or copy the sign owner or speaker wishes to express or exhibit.

Sec. 102-2. – 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. Unless specifically defined below, words, terms or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and most reasonable application. With respect to any definitions below that attempt to define a particular type of sign, such definition is merely for the purpose of understanding the sign code's provisions in a reasonable manner. In defining a sign type, it is not the city's intent to regulate or restrict the content that may be displayed on the sign. Rather, the definition is to explain the common purpose or activity for which the owner or speaker generally uses the sign. By no means is that a restriction on the content the sign may display, as the final decision of what message to express or copy to exhibit is entirely for the owner or speaker to make in accordance with all other content-neutral regulations that apply to the sign.

Awning: A structure made of metal or similar framing material, cloth or other material, and attached to a building and/or carried by a frame supported by the building.

Awning sign: A sign painted on, printed on, or attached flat against the surface of an awning.

Banner: A sign having the copy applied to lightweight material such as cloth, paper, fabric, vinyl, plastic, or other synthetic material of any kind, with only such material for a backing, including any incorporated devices that are animated, rotate or flutter in a designed manner to attract attention, and which is attached to one or more poles, halyard, rope, wire, string, cord or similar device, or to a building at one or more edges or corners. Banners do not include flags.

Billboard: An off-site commercial sign normally erected and maintained by an advertising business for purposes of selling, renting or leasing the display area to another establishment for purposes of that establishment advertising its goods or services.

Canopy: A structure constructed of rigid materials, including but not limited to metal, wood, concrete, plastic or glass, which is attached to and supported by a building or by columns, poles or braces extended to the ground.

Canopy sign: A sign that is suspended from, is attached to, is supported from or forms a part of a canopy.

Commercial district: A commercial district is any property which is zoned C-1, C-2 CBD, PUD Commercial Mixed Use and CD, approved primarily for commercial uses, and any site plan controlled districts approved primarily for any of the aforementioned districts.

Commercial sign: A sign that identifies, promotes or advertises an activity, product or service available for purchase.

Copy: The letters, colors, text or other graphics displayed or exhibited on an object to convey a message or attract attention.

Directional sign: A sign that contains information providing or indicating the direction to or location of any object, place or area including, without limitation, those signs that indicate the avenues of ingress and egress from a particular premise; a sign designed for the guidance of traffic, such as entrance and exit signs.

Directory sign: A sign consisting of the names of tenants to, or stating the use of, a multitenant building, center or complex.

Display area: The area above the base or in between the structural supports of a sign for displaying copy on the face of the sign.

Double-faced sign: A sign with two faces which are usually but not necessarily parallel and usually but not necessarily with the same copy.

Drive-in menu sign. A permanent freestanding sign or wall sign associated with an establishment that provides services to an individual in a motor vehicle parked in a space designated by the establishment and approved by the city for receiving the drive-in service.

Drive-thru menu sign. A permanent freestanding sign or wall sign associated with an establishment providing drive-thru or carryout service to an individual in a motor vehicle.

Establishment. An individual business, enterprise, or organization that has its own specific mailing address and is located on a parcel of property, in a shopping center, or in a multitenant building.

Façade: The entire building wall, including wall face, parapet, fascia, windows and doors.

Flag: An item made of cloth or other similar material that is traditionally secured at 1 side or edge by a pole or staff such that the material hangs freely when not set in motion by the movement of air or wind, and the material is used to display copy.

Flashing sign: A sign that contains an intermittent, scintillating, blinking, flashing or traveling light source, including a sign that gives the illusion of such a light source by means of, without limitation, animation or an externally mounted light source. Flashing signs are prohibited in the city.

Foot candle: An English unit of measurement for the amount of light falling upon a surface (i.e., illuminance) that can be measured by an illuminance meter. A 1-foot candle is equal to 1 lumen per square foot.

Freestanding sign: A sign that is supported by a structure, such as 1 or more uprights, columns, poles, pylons, or braces made of masonry, wood, metal or other similar material, and is permanently installed, placed, or anchored in or on the ground on a permanent base and intended to be permanently affixed thereto and which is wholly independent of any building, fence, vehicle or object other than the supporting sign structure.

Frontage: The linear footage of property abutting a dedicated street or highway as measured along a lot or parcel of land. For businesses in shopping centers it shall be measured along the front face of that portion of the building occupied by the business.

Ground sign: A detached sign installed at ground level in low profile with a sign face/display area supported by one or more columns, upright poles, or braces extending from the ground, or from a ground-mounted base, and which is independent and not attached or affixed in any way to a building or other structure.

Human sign: A temporary sign that is held or worn by a person for the purpose of conveying a message or attracting attention to any place, subject, person, establishment, event, or merchandise whatsoever.

Identification sign: A sign on a parcel of property that depicts or identifies the name, address, and/or occupants of a building or establishment, or the neighborhood and/or development in which a building or establishment is located, as a means of identifying said building or establishment.

Illuminated sign: Any sign illuminated internally or from the rear of the sign by silhouette lighting or luminous tubing, or a sign illuminated externally from a light source such as a spotlight or other such light projector.

Industrial district: An industrial district is any property which is zoned M-1, CD and PUD Industrial Mixed Use, Industrial primarily for industrial uses.

Inflatable sign: A sign or other display, with or without copy, that is inflated or supported by air, wind, water, helium, hydrogen, nitrous oxide, oxygen, or any other element or compound supplied through a pneumatic pressure system or device, and by its nature serves to attract attention.

Informational sign: A sign indicating the types of services available at location, events occurring at a location, function of an establishment or premises, hours of operation, and/or contact information for an establishment or premises on which the sign is located.

Marquee: A permanent roof-like structure supported and extending from part or all of the building face and that fully or partially covers a sidewalk, public entrance or other pedestrian way, which is constructed of some durable material such as metal, glass or plastic.

Marquee sign: A sign attached to or part of a marquee, fixed awning or canopy. Marquee signs shall not extend above the highest point of a marquee.

Monument sign: A low-profile freestanding sign anchored near or at ground level, which has the vertical structure supports concealed in an enclosed base. The width of such enclosed base shall be equal to at least one-half the horizontal width of the sign surface.

Mural sign: A sign painted directly on any exterior building wall or door surface, exclusive of window and door glass area.

Office district: An office district is any property which is zoned O-1, and PUD Office Mixed Use, approved primarily for industrial uses.

Off-site sign: A sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured, furnished or taking place at a location other than on the property on which the sign is located.

On-site sign: A sign related in its subject matter to the premises on which it is located.

Permanent sign: Any sign that is designed, constructed, and intended for more than short-term use and that is fixed to a building or the ground in such a manner as to be immobile without the use of extraordinary means, such as disassembly.

Portable sign: Any sign not permanently erected to a building or other structure and not permanently attached to the ground that is designed to be moved readily from place to place by, without limitation, pull attachments or wheels, even though the wheels may be removed and the remaining chassis is attached to the ground.

Projecting sign: A sign, other than a wall sign, which projects from and is supported by the wall of a building or structure.

Residential district: A residential district is any property which is zoned UT, UE, R-1-A, R-1, R-2, R-3-A, R-3, and PUD Residential Mixed Use, and site plan controlled districts approved primarily for residential use.

Roof sign: A sign erected over or on, and wholly or partially dependent upon, the roof of any building for support, or attached to the roof in any way.

Sandwich board sign: Any freestanding single or double faced sign that is designed to be placed upon, but not affixed to, the ground, sidewalks or pavement, which is self-supported by its own frame most often forming the shape of the letter “A” when viewed from the side, and which is portable, can be folded and carried by an individual so as to be readily moveable from place to place.

Shingle sign: A projecting sign or wall sign not over 4 square feet in area, constructed of metal or other durable material, attached securely to a building.

Shopping center: A group of 4 or more retail stores, service establishments or any other businesses, not necessarily owned by one party or by a single land ownership, which are adjacent to and utilizing a common parking area.

Sign or Signage: A display of copy—such as in the form of any letters, figure, character, mark, plane, point, marquee, design, poster, picture, stroke, stripe, symbol, line, trademark, or any combination of these—that is placed, attached, painted, erected, fastened, constructed, or otherwise displayed in any manner whatsoever, so that the copy is visible from outside and used to convey a message or attract attention to any place, subject, person, establishment, event, or merchandise whatsoever. A sign shall include all types of mobile signs.

Snipe sign: A sign that is tacked, nailed, posted, pasted, glued or by other means attached to trees, power poles, street poles, stakes, fences, or other objects in the right-of-way, or that are otherwise displayed on public or private property without permission of the property owner.

Spectacular sign: A sign wired for incandescent lighting, luminous tube lighting, or both, animated with copy action controlled by flasher circuit breakers, moving lighting, or similar devices.

Tablet sign: A sign cut into any masonry surface or constructed of bronze or other non-combustible materials and attached to the surface of a building.

Temporary sign: Any sign that is designed, constructed, and intended to be used on a short-term, non-permanent basis incidental to an event or activity and which is allowed to be displayed for a limited period by the planning & zoning department, such as those signs set forth in Section 102-8(a).

Vehicle sign: A sign designed to be temporarily emplaced or affixed to a vehicle or trailer without a permanent base or fastening. Temporary tie downs or weighting may be required by the administrative official to meet safety requirements.

Walk-up menu sign: A permanent wall sign or temporary freestanding sign located within X feet of the main entrance to an establishment that provides services directly to an individual that is physically present at the establishment's premises and which displays copy that is visibly legible only by standing directly in front of the sign.

A permanent freestanding sign or wall sign associated with an establishment that provides services to an individual

Wall sign: A sign affixed to or painted on the wall façade of any building that projects less than 18 inches, and where the exposed face of the sign is in a plane parallel to the planes of the wall. Wall signs may not extend above the roofline or outside limits of the wall façade and may display only 1 surface for copy.

Warning sign: A sign that is designed to provide public notice of a clear and present danger to public health, safety and welfare.

Window sign: Any sign attached to, painted on, or affixed by any method directly to the interior or exterior of the glass of any door or window, or located within 6 inches of the glass of any door or window surface, that is facing outside and intended to be seen from outside.

Wind sign: A sign consisting of one or more pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind, other than a flag as defined in this chapter.

Zoning district and zoning requirements, or words of similar import, pertain to the zoning regulations, Chapter 122, for buildings, similar structures and land use in the city.

Sec. 102-3. – Enforcement; removal of unlawful signs.

- (a) *Responsibility for enforcement.* The administrative official or his/her established designee shall be empowered to enforce this chapter.
- (b) *Removal of prohibited signs.*
 - (1) *Unauthorized signs on public property.* Prohibited signs on public property or rights-of-way shall be removed immediately, and they may be removed by the city or its agent without notice.
 - (2) *Temporary signs.* Temporary signs which are or have become in violation of this chapter shall be removed within 48 hours after receipt of written notification by the city.
 - (3) *Abandoned signs.* Abandoned signs shall be removed by the owner, agent or person in charge of the premises within 30 days after receipt of written notification by the administrative official or his/her established designee. If the sign is not removed in a timely manner, the code enforcement officer may refer the violation to the code enforcement board for formal action.
- (c) *Removal or repair of unsafe signs.* Should any sign become unsecured or in danger of falling, or in a disrepair or a deteriorated state so as to otherwise constitute an unsafe condition, the owner, agent or person in legal possession of the premises shall, upon formal notification, immediately in the case of imminent danger, or within 10 days in other instances, cause it to be removed or be placed in good repair in a manner consistent with applicable city codes. If such notification is not complied with, the city may remove the sign at the expense of the owner and may place a lien for the cost thereof upon the property on which the sign was located, together with any other cost incurred by the city by filing such lien.
- (d) *Illegally erected signs.* Where this chapter requires work to be done by a licensed contractor and such work is not performed by a licensed contractor, the owner or lessee of the property where such illegally erected sign is located shall either:
 - (1) Have the sign immediately removed; or
 - (2) Acquire the services of a duly licensed contractor to secure a permit for such sign and obtain the required city inspections.

If neither of these actions is completed within 10 days of written notification by the city, the violation may be referred to the code enforcement board for formal action.

- (e) *Termination of unlawful illumination.* Upon receipt of written notification by the city that a sign is unlawfully illuminated in violation of this chapter, the owner or his/her agent, or the person in possession of the premises, shall immediately terminate the prohibited illumination of such sign. If this action is not completed within 10 days of the written notification, the violation may be referred to the code enforcement board for formal action.

- (f) *Signs no longer in use.* Signs which advertise or identify a business, firm or similar activity must be removed within 60 days of the date the business, firm or similar activity goes out of business or vacates the premises. The removal of the sign shall be the responsibility of the owner of the property upon which the sign is located. Thereafter, if this required action for removal is not completed within 10 days of written notification by the city, the violation may be referred to the code enforcement board for formal action.
- (g) *Violations and penalties.* Violations of this chapter, including those sections authorizing city removal of signs or other penalties, may be referred to the code enforcement board as prescribed by Chapter 2, Article V of this code.

Sec. 102-4. – Interpretation of chapter.

This chapter shall be interpreted by the administrative official in accordance with the requirements of this chapter and all other applicable laws of the city and state. Appeals of disputed decisions shall be referred to the city council as set forth in Section 102-5 below, which is in accordance with Chapter 86.

Sec. 102-5. – Appeals.

Pursuant to the procedures outlined in Chapter 86, any individual or entity, or their duly authorized agent, aggrieved by a decision of the administrative official or his/her established designee with respect to this chapter may file a written appeal within 30 days after the disputed decision is made by the administrative official or designee. Appeals shall be filed with the city manager and shall state fully the grounds for the appeal and all facts relied upon by the petitioner. The city manager shall schedule the appeal to be heard by the city council within 21 days from receipt of the written appeal. The city council shall then render a decision within 30 days after hearing the appeal. If the city council does not grant the appeal, the petitioner may seek relief in the Circuit Court for Lake County, FL, as provided by law.

Sec. 102-6. – Sign permit.

- (a) *Required; application.* It shall be unlawful for any person to erect, alter, display, change or relocate any sign within the city, except exempt signs, until after a permit therefor has been issued by the administrative official or his/her established designee and a fee paid to the city. Application for a sign permit shall be made by the owner of the premises or his/her appointed agent on a form provided by the city prior to the erection or placing of any proposed sign. Such application shall include the following:
 - (1) The name and address of the owner of the property;
 - (2) The name and address of the sign company erecting the sign;
 - (3) The street address or legal description of the property upon which the proposed sign is to be located;
 - (4) The height, size and shape of the proposed sign;
 - (5) A plan, sketch, blueprint or similar presentation, drawn to scale, showing all pertinent structural details of the proposed sign;
 - (6) A site plan, sketch, blueprint or similar presentation, drawn to scale, showing all pertinent information, verifying the specific location of the proposed sign, and the height, size, shape and location of existing signage on the premises.
- (b) *Fees.* Fees under this chapter shall be as set by resolution of the city council and on file in the city clerk's office.

(c) *Persons authorized to perform work.* The work necessary to construct, install, erect, illuminate, paint or modify signage within the city shall conform to the following:

(1) The following work may be performed by a property owner or lessee:

- (i) Painting the face of any freestanding or wall sign;
- (ii) Installation or attachment of any individual letters, which does not require electrical service or structural modification of the surface or wall to which such letters are being attached; or
- (iii) Construction and erection of any freestanding sign with a height less than 6 feet, which is non-illuminated.

(2) The following work shall be performed by a sign contractor, general contractor or building contractor licensed with the city to perform such work:

- (i) Construction, installation, erection or electrical connection of any sign that is illuminated;
- (ii) Construction, installation or erection of any freestanding sign requiring wind load calculations, over the height of 6 feet;
- (iii) Construction, installation or erection of any sign that is located above a pedestrian walkway or on the front fascia of a canopy over a pedestrian walkway;
- (iv) Construction, installation or erection of any projecting sign allowed by this chapter; or
- (v) Construction, installation or erection of any sign not described in subsection (c)(1) of this section.

(d) *Issuance.* Upon receipt of an application for a sign permit, the administrative official or his/her established designee shall review the plans, specifications and other data relating to such sign, and, if considered necessary, inspect the premises upon which the sign is proposed to be erected prior to issuing a permit. The administrative official or established designee shall approve, deny, or request additional information from the applicant seeking a sign permit within 60 days after receipt of the required application and permit fee. If the permit fee has been paid, the permit application was accurate and did not include any false or misleading information, and the proposed sign is in compliance with the provisions of this chapter that govern it, as well as with all other applicable laws and codes of the city, then the administrative official or established designee shall issue the sign permit.

(e) *Exemptions.* Exemption from the requirement to obtain a sign permit shall be allowed under the following circumstances:

- (1) The erection, construction or installation of any sign described in Section 102-7;
- (2) The repair, maintenance or repainting of any existing sign that is deemed conforming or allowed to continue as nonconforming under the provisions of this chapter; or
- (3) The replacement of any existing sign panel or face on a structure which is deemed conforming or allowed to continue as nonconforming under the provisions of this chapter.

See Section 102-19 for modification standards applicable to existing signs.

(f) *Expiration.* A sign permit shall expire and become invalid in accordance with the rules set forth in the city's land development code for all permits in general.

Sec. 102-7. – Permit exempt signs.

The following signs are exempt from the permit requirements of this chapter, provided they are not placed or constructed so as to create a hazard of any kind. The following signs must still meet applicable construction and electrical standards required by city, county, state or federal laws.

- (1) Temporary on-site signs incidental to selling or leasing a building or property subject to the requirements of Section 102-8(a)(3)(i).
- (2) One marquee sign over a window or door of a store or business limited to 4 square feet of total display area.
- (3) One informational sign painted on a door or window with the copy limited to 6 inches in height.
- (4) One ground identification sign limited to 2 square feet in total area.
- (5) One wall or ground directory sign per multitenant building, center or complex limited to 2 square feet in total area.
- (6) One wall or ground identification sign, limited to 2 square feet in total area, per tenant in a multitenant building, center or complex that is located in a commercial district.
- (7) On-site directional ground signs subject to the following requirements:
 - (i) The maximum height shall not exceed 4 feet.
 - (ii) Each sign's total display area shall not exceed 4 square feet.
 - (iii) The copy shall not exceed a height of 6 inches.
- (8) Tablet signs.
- (9) Signs erected on public property by any individual or entity with the permission of the appropriate city, county, state or federal government agency that owns or is responsible for the property.
- (10) Window signs that do not exceed 25% of the window area and do not move or contain flashing lights.
- (11) On-site bulletin boards limited to 24 square feet in total area.
- (12) Temporary banners subject to the requirements of Section 102-8(b).
- (13) Temporary off-site directional ground signs subject to the requirements of Section 102-8(a)(2).
- (14) Flags subject to the following requirements:
 - (i) *Number.* There shall be no more than 3 flags displayed on any one parcel of land or commercial development.
 - (ii) *Size and placement.* Flags shall be set back at least 5 feet from all property lines and shall be displayed only from a flagpole or flagstaff. Government flags are recommended to conform to the United States Flag Code, Public Law, 344, 36 USC 171—178. The size of a flag, whether on flagpole or flagstaff, shall be in accordance with the chart below.

Pole Height	Flag Size (max.)
Up to 15'	3' × 5'
20'–25'	4' × 6'
25'–35'	5' × 8'

35'-45'	6' × 10'
45'-55'	8' × 12'

- (iii) *Flagpole height.* The maximum height of any flagpole shall not exceed 10 feet above the height of any primary structure located on the same premises as the flag pole, or 55 feet, whichever is less.
- (15) In the commercial business district, sandwich board signs may be utilized subject to the following requirements:
 - (i) Only 1 sandwich board sign may be displayed per establishment
 - (ii) The sandwich board sign shall have a maximum of 2 back-to-back sides for copy.
 - (iii) The sandwich board sign shall be a maximum height of 4 feet and a maximum width of 3 feet.
 - (iv) The sandwich board sign cannot block sidewalk access, in accordance with ADA requirements, by maintaining at least a 4-foot wide passage from one property to another using the sidewalk.
 - (v) The sandwich board sign shall not be allowed within the 4-foot area from the inside of the curb toward the front of the establishment.
 - (vi) The sandwich board sign cannot be electrical and must adhere to the requirements listed in Section 102-15 (prohibited signs; exceptions), unless otherwise indicated herein.
 - (vii) The sandwich board sign may be displayed only during the establishment's open hours.
- (16) Awning signs subject to the following requirements:
 - (i) Awning signs shall be limited to a maximum of 4 square feet.
 - (ii) Awning signs may be printed on, or attached flat against, the surface of the lower portion of an awning.
 - (iii) An 8-foot clearance must be maintained from the sidewalk to the lowest portion of the awning or awning sign.
 - (iv) Any awning sign shall count toward the maximum wall sign size per code.
 - (v) A maximum of 1 awning sign per wall.
 - (vi) Awning signs not used in conjunction with wall signage may use up to the maximum total square footage as allowed by this code for wall signage.

Sec. 102-8. – Temporary signs and banners.

(a) Temporary signs.

- (1) Temporary signs incidental to any vote of the electorate are allowed subject to the following requirements:
 - (i) The total display area for each sign shall not exceed the following:
 - a. Residential districts - 6 square feet.
 - b. Commercial or industrial districts - 32 square feet.
 - (ii) Signs may be erected 30 days prior to the established voting day to which the signs pertain.

- (iii) Signs shall be removed within 7 days after the last voting day to which the signs pertain. If they are not removed within the specified period of time, the city may remove the signs and charge the offending party the actual cost of removal.
 - (iv) Signs shall be placed on private property only with the consent of the property owner(s). Signs that are placed within the public right-of-way or on public property without permission are prohibited and shall be removed by the city without notice.
 - (v) Signs shall be constructed and placed in a manner that will not harm any person that approaches or touches the signs.
- (2) Temporary off-site directional signs are allowed subject to the following requirements:
 - (i) The total display area for such signs shall not exceed the following:
 - a. Residential districts - 4 square feet.
 - b. Commercial or industrial districts - 16 square feet.
 - (ii) Signs may be erected without a permit when they do not exceed the total display area listed in subsection (a)(2)(i) of this section.
 - (iii) Signs may be placed on a parcel of property for a period not exceeding 3 consecutive days.
 - (iv) Signs must be removed by the owner not more than 1 day after the event has concluded for which the temporary off-site directional sign was displayed.
- (3) Temporary on-site signs.
 - (i) Temporary on-site sign incidental to selling a house, building or property are allowed subject to the following requirements:
 - a. Residential districts:
 - 1. Only 1 temporary ground sign shall be allowed under this subsection for each house, building or property being sold.
 - 2. The total display area shall not exceed 4 square feet.
 - 3. The maximum height shall not exceed 6 feet.
 - b. Commercial or industrial districts:
 - 1. A maximum of 2 temporary ground signs shall be allowed under this subsection for each building or property being sold.
 - 2. The total display area for each sign shall not exceed 32 square feet.
 - 3. The maximum height for each shall not exceed 8 feet.
 - (ii) Temporary on-site signs incidental to new construction are allowed subject to the following requirements:
 - a. Signs under this subsection may be allowed on all lots or parcels of land in any district of the city for which a building permit has been secured and construction has commenced on the parcel of property.
 - b. Only 1 temporary ground sign shall be allowed for each street frontage, except as provided for in subsection (a)(3)(ii)h of this section.
 - c. The total display area shall not exceed 32 square feet.
 - d. The maximum height shall not exceed 8 feet.
 - e. The sign shall be setback a minimum of 5 feet from a front property line and 25 feet from any side property line.
 - f. The sign shall not be illuminated in residential districts.

- g. The sign shall be removed under the following circumstances:
 - 1. If construction has been halted for a period of more than 30 days.
 - 2. Within 5 days after final inspection of the building or project under construction has been made and a certificate of occupancy has been secured.
- h. Subcontractors may display a sign with a total display area of 4 square feet or less, which is in addition to the 32 square feet of total display area provided for in subsection (a)(3)(ii)b of this section, that shall be affixed to or placed immediately adjacent to the main sign allowed by this specific subsection.
- (iii) Temporary on-site sign incidental to future development or improvements are allowed subject to the following requirements:
 - a. For subdivisions, planned unit developments or multitenant projects, only 1 temporary sign per street frontage may be placed on any lot or parcel of land, at the time of preliminary plat or site plan approval.
 - b. The total display area for each sign shall not exceed 32 square feet.
 - c. The maximum height for each sign shall not exceed 8 feet.
 - d. Signs under this subsection shall be removed when 75% of the lots in a platted subdivision are sold, or when 75% of the building is completed (for apartment complexes, commercial buildings, etc.), or within 2 years after plat or site plan approval by the city council, whichever comes first.
 - e. Signs shall require a minimum setback of 5 feet from a front property line and 25 feet from any side property line.
 - f. Signs shall not be illuminated in residential districts.
- (b) Temporary banners.
 - (1) Temporary banners that are incidental to an upcoming special event are allowed subject to the following requirements:
 - (i) The total display area for each banner shall not exceed 32 square feet.
 - (ii) Banners may be displayed for 30 consecutive days.
 - (iii) Banners must be placed on the parcel of land where the event is to be held or on a location approved by the city administrative official or his/her established designee.
 - (iv) Banners cannot be connected in any fashion to landscaping, retaining walls, fences or light poles.
 - (v) Banners may not be placed across any street or thoroughfare.
 - (vi) An application and site plan must be submitted to the planning & zoning department for approval by the administrative official or his/her designee 2 weeks prior to the first day the banner is sought to be displayed.
 - (2) Temporary banner incidental to a grand opening are allowed subject to the following requirements:
 - (i) Only 1 banner is allowed within the first 30 days of a grand opening.
 - (ii) The banner may be displayed for only one period of 10 consecutive days.
 - (iii) The total display area shall not exceed 24 square feet.
 - (iv) The banner is to be installed by the owner or agent of the property or business.
 - (v) The banner may be attached temporarily to the building at which the grand opening is located provided they do not interfere with pedestrian access.

- (vi) The banner cannot be connected in any fashion to landscaping, retaining walls, fences, light poles or flag poles.
 - (vii) The banner may not be placed across any street or thoroughfare.
 - (viii) The banner must adhere to all other applicable regulations of this chapter.
 - (ix) Prior to any sign or banner being installed under this subsection, a grand opening package and application must be submitted to and approved by the planning & zoning department under a promotional activity permit.
- (3) Temporary flag banners incidental to a model home or apartment building open for inspection are allowed subject to the following requirements:
- (i) Such banners may be displayed only during the time the model home(s) or apartment(s) are open for inspection.
 - (ii) A maximum of 2 flag banners may be displayed at the entrance to a residential subdivision or apartment complex.
 - (iii) A maximum of 1 flag banner may be displayed at each model home or apartment building
 - (iv) Maximum flag banner area shall be 16 square feet total.
 - (v) Such banners may not be placed across any street or thoroughfare.

Sec. 102-9. – Permanent off-site signs.

- (a) Off-site directional signs of a permanent nature may be erected with the approval of the administrative official or his/her designee in accordance with the requirements of this chapter and subject to the following requirements:
- (1) Such signs shall require a permit.
 - (2) The total display area for each sign shall not exceed 4 square feet.
- (b) Off-site signs shall be allowed on vacant property in zoning districts C-2 and M-1 subject to the following requirements:
- (1) Signs shall be placed on a lot containing a minimum area of 5,000 square feet, and be a minimum of 500 feet from any other off-site sign on the same side of the street.
 - (2) The total display area for each sign shall not exceed 64 square feet.
 - (3) Signs shall be setback a minimum of 50 feet from any street right-of-way line on U.S. Highways 50 and 27, or a minimum of 25 feet from any other street right-of-way line.
 - (4) A minimum side-yard setback of 12 feet shall be maintained from adjacent properties.
- (c) All other off-site signs of a permanent nature are prohibited.

Sec. 102-10. – Permanent on-site signs.

- (a) *Commercial districts.* The following provisions govern permanent signage in commercial districts:
- (1) *Single occupancy commercial, office, and industrial sites, including out parcels.*
 - (i) *Ground signs.*

- a. Ground signs are not allowed on vacant property except as provided for in Section 102-9.
- b. One ground sign per parcel shall be allowed for each primary street frontage.
- c. The maximum allowable display area is as follows:
 - 1. Sites on designated arterial roadways – 60 square feet.
 - 2. Sites on designated collector roadways – 48 square feet.
 - 3. Sites on internal roadways – 32 square feet.
- d. If a single occupancy business has multiple frontages with an architectural design indicating front street orientation to both frontages, an additional ground sign shall be allowed with a maximum square footage of up to 50% of that allowed on the primary frontage.
- e. Height and width.
 - 1. Ground signs fronting on local roadways shall not exceed a height of 6 feet.
 - 2. Ground signs fronting on collector roadways shall not exceed a height of 8 feet.
 - 3. Ground signs fronting on SR 50 and U.S. Highway 27 shall not exceed a height of 10 feet.
 - 4. Ground signs shall not exceed a width of 10 feet.
 - 5. Ground signs may be an additional 12 inches in height for ornamental display only.
- f. Setback.
 - 1. The minimum setback from the right-of-way line shall be 5 feet.
 - 2. The minimum setback from any side or rear yard property line shall be 10 feet.
 - 3. The minimum setback from any residential zoning district shall be 20 feet.
- g. Corner lots visibility triangle. No ground sign shall be located nearer than 50 feet from intersecting street right-of-way lines on U.S. Highways 50 and 27, and 30 feet on other streets.
- h. Design.
 - 1. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least one-half the horizontal width of the sign surface.
 - 2. The base shall be of an architectural style similar to that of the principal building to include split face block, finished metal or brick or stucco finish.
 - 3. The base of the sign shall be a minimum height of 2 feet.
 - 4. Shall have a maximum of 2 faces.
- i. Sign landscaping. A landscaped planting area a minimum of 100 square feet in size shall be provided around the base of any ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and previous area requirements for a site.
- j. Sign illumination. Ground signs may be illuminated internally or externally. The source of externally illuminated signs shall be installed to that it is arranged or screened as to not shine, glare or adversely impact adjacent properties or roadways.

(ii) *Wall signs.*

- a. One primary wall sign on each wall of the building, parallel or perpendicular to a road or street, not exceeding an area equal to 15% of the front wall face height multiplied by the building width, not exceeding 200 square feet. A secondary wall sign may be allowed on up to 2 walls provided it is a maximum 50% of the primary wall sign's square footage, and both signs square footage shall be counted separately toward the maximum total square footage as allowed by this code for wall signage.
- b. One wall sign facing the interior of a non-residential development may be allowed for outparcels or interior development facing entrances. The interior facing wall sign may only be a maximum of 50% of any front wall sign square footage, or a maximum 32 square feet in total area, whichever is less, as allowed by this code.
- c. One marquee sign parallel or perpendicular to the road or street, not exceeding 32 square feet may be allowed provided no other wall sign is utilized on the same fascia.
- d. One projecting sign per business, below a marquee or canopy, a minimum of 8 feet in height above any pedestrian way, and not project beyond the sidewalk. Such signs shall not exceed 4 square feet.

(2) *High-rise, multiunit office, retail and industrial centers.*

- (i) High-rise, multiunit office, retail and industrial centers that have a common primary entrance may be allowed only 1 wall sign. Wall signs for each individual business within such a center are not allowed.
- (ii) Signs shall be placed upon the wall of a building, or upon the parapet of a building.
- (iii) Signs shall not extend above the roofline of any building except when placed upon a parapet, in which case the sign shall not extend above the parapet wall.
- (iv) All high-rise signs must clearly be on-site signs. Should circumstances change so that said signs are no longer on-site signs, they shall be deemed illegal and be removed.
- (v) Where a high rise sign would be within 1,000 feet of residential districts, such high-rise sign shall not be lit.
- (vi) The total display area for signs below 30 feet above ground level shall not exceed 1 square foot for each lineal foot of building frontage along the primary street frontage of the building. The total display area for signs higher than 30 feet above ground level shall be 5 square feet for every 1,000 square feet of gross floor area; provided, however, that in no event shall the total display area exceed 800 square feet.
- (vii) A canopy located over a building front sidewalk area, parking area or storage area, or similar temporary parking use, may be utilized for a maximum 10-square-foot sign.

(3) *Multiple occupancy commercial sites.*

- (i) *Commercial center identification ground signs.*
 - a. Multitenant office buildings and commercial centers, including shopping centers, shall be allowed signage under this section. A center identification ground sign shall be located on site.
 - b. If the building has multiple frontage with an architectural design indicating front street orientation of both frontages, and additional ground center identification sign shall be allowed with a maximum square footage of up to 50% of that allowed on the primary frontage.
 - c. Maximum signage area. Total display area shall be in addition to the display area allowed for the individual occupants and shall be on the gross leasable areas (GLA) within the centers.
 - 1. Centers of 75,000 square feet or more shall not exceed 120 square feet.

2. Centers of 10,000 square feet to 75,000 square feet shall not exceed 75 square feet.
 3. Centers up to 10,000 square feet shall not exceed 60 square feet.
 - d. Height. The maximum height for any commercial center sign shall be 15 feet.
 - e. Setbacks.
 1. A minimum setback from any side lot lines shall be 50 feet, or equidistant from side lot.
 2. The minimum setback from the right-of-way line shall be 10 feet.
 - f. Sign landscaping. A landscaped planting area a minimum of 100 square feet in size shall be provided around the base of any ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and previous area requirements for a site.
- (ii) *Wall signs.*
- a. One primary wall sign on each wall of the building, parallel or perpendicular to a road or street, not exceeding a display area equal to 15% of the front wall face height multiplied by the building width, not exceeding 200 square feet. A secondary wall sign may be allowed on up to 2 walls provided it is a maximum 50% of the primary wall sign's square footage, and both signs square footage shall be counted separately toward the maximum total square footage as allowed by this code for wall signage display area.
 - b. One wall sign facing the interior of a non-residential development may be allowed for outparcels or interior development facing entrances. The interior facing wall sign may only be a maximum of 50% of any front wall sign square footage, or a maximum 32 square feet in total display area, whichever is less, as allowed by this code.
 - c. One marquee sign parallel or perpendicular to the road or street, not exceeding 32 square feet in total display area may be allowed provided no other wall sign is utilized on the same fascia.
 - d. One projecting sign per business, below a marquee or canopy, which is a minimum of 8 feet in height above any pedestrian way, and does not project beyond the sidewalk. Such signs shall not exceed a total display area of 4 square feet.
- (4) *Shopping centers.* Shopping centers may be allowed permanent signage under this subsection, subject to the following requirements:
- (i) All shopping center signage shall be reviewed and approved by the city as to final size, location and coordination as part of the site development plan review process.
 - (ii) Individual businesses in shopping centers shall not be allowed to have personalized ground signs.
 - (iii) Each shopping center shall be allowed 1 wall sign on each end of the building, not exceeding a display area of 128 square feet.
 - (iv) Each tenant of a shopping center shall be allowed to construct the following signs:
 - a. One wall or marquee sign per business, not exceeding a display area equal to 15% of the front wall face height multiplied by the business frontage, including windows and door area.
 - b. One sign per business, erected perpendicular to the building, not projecting beyond the sidewalk, and below a marquee or canopy. Construction shall be a minimum of 8 feet in height above any pedestrian way, and the display area shall not exceed 4 square feet.

- (v) Each internal tenant of a shopping center shall be allowed to construct 1 wall sign per business with a total display area for each sign that shall not exceed 32 square feet.
- (b) *Industrial districts.* Industrial complexes and industrial park subdivisions may be allowed permanent signage under this subsection, subject to the following requirements:
 - (1) All complex and park signage shall be reviewed and approved by the city as to final size, location and coordination as part of the site development plan review process.
 - (2) Each industrial multitenant complex or industrial park subdivision shall be allowed 1 identification ground sign on each arterial street frontage or principal entry to the park according to the following standards.
 - (i) Such signs shall not exceed 15 feet in height and 20 feet in width.
 - (ii) Ground signs shall be set back a minimum of 25 feet from the side lot lines and 5 feet from rights-of-way.
 - (iii) Industrial multitenant complexes or parks having under 50,000 square feet of floor area may be allowed park or complex identification signage with a display area that shall not exceed 100 square.
 - (iv) Industrial multitenant complexes or parks having 50,000 or more square of floor area may be allowed complex or park identification signage with a display area that shall not exceed 120 square feet.
 - (3) Each platted lot in an industrial park subdivision may be allowed an identification ground sign on each street frontage, not to exceed a display area of 32 square feet. Such signs shall not exceed 8 feet in height and 20 feet in width. Ground signs shall be set back a minimum of 25 feet from the side lot lines and 5 feet from rights-of-way.
 - (4) Each industrial multitenant complex or detached building in an industrial park may be allowed 1 wall sign on each end of the building, not exceeding a display area of 32 square feet. The design and height requirements for the wall signs shall meet the following design guidelines:
 - (i) Signs shall consist of individual letters.
 - (ii) Signs shall be illuminated by means of reverse channel opaque faced individual letters or external floodlighting.
 - (iii) Signs shall primarily be made of wood or metal, or other materials simulating wood or metal. Solid plastic sign faces shall be prohibited.
 - (5) Each tenant of a multitenant complex shall be allowed to construct the following signs:
 - (i) One wall or marquee sign per business, not exceeding a display area equal to 10% of the front wall face height multiplied by the business frontage, including windows and door area, not to exceed 100 square feet.
 - (ii) One sign per business, erected perpendicular to the building, not projecting beyond the sidewalk, and below a marquee or canopy. Construction shall be a minimum of 8 feet in height above any pedestrian way, and display area shall not exceed 4 square feet.
 - (6) Directory signage for multitenant complexes may consist of 1 wall or ground directory sign for each building, not to exceed a display area of 2 square feet per tenant, or 24 square feet in total display area, whichever is less. Such signage shall be oriented to parking and pedestrian areas for directional purposes only, and shall not be oriented outside the complex. The maximum height of copy within the allowed area shall not exceed 4 inches. Freestanding directory signs shall not exceed a height of 8 feet.
- (c) *Office districts.* Office districts may be allowed a permanent identification ground sign on each street frontage or principal entry to a park, subject to the following requirements:
 - (1) Such signs shall not exceed 15 feet in height and 20 feet in width.

- (2) Ground signs shall be set back a minimum of 25 feet from side lot lines and 5 feet from rights-of-way.
 - (3) Each office complex or office park shall be allowed 1 identification ground sign on each street frontage or principal entry to a park, according to the following standards.
 - (i) Such signs shall not exceed 15 feet in height and 20 feet in width.
 - (ii) Ground signs shall be set back a minimum of 25 feet from side lot lines and 5 feet from rights-of-way.
 - (iii) Developments having under 25,000 square feet of floor area may be allowed complex or park identification signage with a display area that shall not exceed 100 square feet.
 - (iv) Developments having 25,000 or more square feet of floor area may be allowed complex or park identification signage with a display area that shall not exceed 120 square feet.
 - (4) Each platted lot in an office park subdivision may be allowed 1 identification ground sign on each street frontage, not to exceed a display area of 32 square feet. Such signs shall not exceed 8 feet in height and 20 feet in width. Ground signs shall be set back a minimum of 25 feet from side lot lines and 5 feet from rights-of-way.
 - (5) Each office complex or detached building in an office park may be allowed 1 wall sign on each end of the building, not exceeding a display area of 32 square feet. The design and height requirements for the wall signs shall meet the following guidelines:
 - (i) Signs shall consist of individual letters.
 - (ii) Signs shall be illuminated by means of reverse channel opaque faced individual letters or external floodlighting.
 - (iii) Signs shall primarily be made of wood or metal, or other materials simulating wood or metal. Solid plastic sign faces shall be prohibited.
 - (iv) Signs shall have a maximum copy height not exceeding 2 feet.
 - (6) Each tenant of an office complex shall be allowed to construct the following signs:
 - (i) One wall or marquee sign per business, not exceeding a display area equal to 10% of the front wall face height multiplied by the business frontage, including windows and door area, not to exceed 100 square feet.
 - (ii) One sign per business, erected perpendicular to the building, not projecting beyond the sidewalk, and below a marquee or canopy. Construction shall be a minimum of 8 feet in height above any pedestrian way, and the sign shall not exceed a display area of 4 square feet.
 - (7) Directory signage for office complexes may consist of 1 wall or directory ground sign for each internally accessed office building, not to exceed 2 square feet of display area per tenant, or 24 square feet in total display area, whichever is less. Such signage shall be oriented to parking and pedestrian areas for directional purposes only, and shall not be oriented outside the complex. The copy shall not exceed a height of 4 inches. Directory ground signs shall not exceed a height of 8 feet.
- (d) *Residential districts (UE, R-1-A, R-1, R-2, R-3-A, R-3 and PUD Residential zones).* Single-family, two-family and multifamily uses may be allowed permanent signage under this subsection; however, the following criteria are to be considered guidelines for maximum signage:
- (1) Signs with a total display area that do not exceed 4 square feet.
 - (2) Identification signs with a total display area that do not exceed 2 square feet.
 - (3) Subdivisions may be allowed 2 identification signs for each principal street entrance that does not exceed a total display area of 32 square feet.

- (4) Off-site signs, other than those allowed in all districts, are prohibited.
- (5) Multiple-family dwelling units and nonresidential uses in residential districts, including but not limited to trailer courts, professional offices, schools, hospitals and other uses requiring a conditional use permit may construct 1 wall or 1 ground identification sign not exceeding a height of 9 feet for each principal street frontage. The total display area shall not exceed 32 square feet.

Sec. 102-11. – Portable signs.

Portable signs may be allowed in commercial and industrial districts subject to the following requirements:

- (1) Only 1 portable sign is allowed upon approval from the administrative official or his/her established designee.
- (2) An application must be made to the administrative official or his/her designee with a fee as approved by resolution of the city council and on file in the city clerk's office, which fee will be returned upon compliance with all conditions.
- (3) A portable sign permit may be provided for a maximum period of 30 consecutive days, and an individual or entity may be issued only 1 portable sign permit in a 12-month period.
- (4) Only 1 portable sign may be placed per shopping center, industrial or commercial multitenant complex, industrial or commercial subdivision, or on a lot or parcel.
- (5) The total display area for a portable sign shall not exceed 50 square feet.
- (6) Portable signs shall meet the specified conditions as to setback, location and tie-down requirements for the specific zoning district in which the portable sign is located.

Sec. 102-12. – Vehicle signs.

Vehicle signs may be allowed subject to the following requirements:

- (1) Vehicle signs that do not increase the size of a vehicle in any direction shall be exempt from the provisions of this chapter so long as such vehicles are not utilized or positioned in a manner so as to be used as a permanent on-site sign.
- (2) Vehicle signs which may increase the dimensions of a vehicle are prohibited except as approved by the administrative official or his/her established designee.
- (3) Illuminated vehicle signs larger than 3 square feet are prohibited.
- (4) No vehicle shall be painted or marked so as to be used as a permanent off-site sign.

Sec. 102.13. – Menu signs.

A. Drive-in menu signs. When an establishment provides individual parking spots for a drive-in service, then drive-in menu signs shall be allowed subject to the following requirements:

1. Permissible zoning districts:
 - a.
2. Size restrictions:
 - a. Maximum display area – X square feet per parking spot
 - b. Maximum height – X feet
3. Other restrictions:

- a. Signs shall be located at the establishment's designated drive-in parking spots and shall not be used to display copy that is visibly legible from a public right-of-way.
- B. *Drive-thru menu signs.* When an establishment provides a drive-thru service with city approved drive-thru lanes, then drive-thru menu signs shall be allowed subject to the following requirements:
 - 1. Permissible zoning districts:
 - a.
 - 2. Size restrictions:
 - a. Maximum display area – X square feet per drive-thru lane.
 - b. Maximum height – X feet
 - 3. Other restrictions:
 - a. Signs shall be erected at the drive-thru lane and shall not be used to display copy that is visibly legible from a public right-of-way.
- C. *Walk-up menu signs.*
 - 1. Permissible zoning districts:
 - a. –
 - 2. Size restrictions:
 - a. Maximum display area – X square feet.
 - b. Maximum height – X feet
 - 3. Other restrictions:
 - a. Only 1 sign per establishment.
 - b. Signs shall not be displayed in a public right-of-way or in a manner that may cause a hazardous condition to the health, safety or welfare of the public.

Sec. 102-14. – Changeable copy signs.

Changeable copy signs shall be regulated under the following guidelines. This section shall not include electronic message boards and the like, which are prohibited under this chapter. Changeable copy signs shall be allowed in the following manner:

- (1) Motor vehicle service stations and convenience stores with gasoline pumps may utilize up to 50% of allowed display area for changeable prices of gasoline only.
- (2) Movie theaters and other performance or entertainment facilities may utilize up to 80% of allowed display area for names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the allowed display area.
- (3) Changeable copy signs shall be prohibited for office, industrial and residential uses except for changes in tenant listing.
- (4) Use of changeable copy signs as part of allowed wall display area is prohibited, except as described in subsection (2) of this section.
- (5) Electronic number changeable copy signage.
 - (i) Freestanding monument signs are allowed electronic number changeable copy for a price section only. Such electronic copy area shall be for static display only. Flashing, animated coursing, and the appearance of any movement other than an instantaneous change from one price to another are explicitly prohibited.

- (ii) Electronic number changeable copy (LED or similar) signage displays shall not have the capability to have dynamic displays even if not used. Only one continuous LED (or similar) display area for numbers only is allowed on a sign face. Multiple copy signs adjacent to each other are permissible in a sign face.
- (iii) Time duration. The changeable copy numbers for price may change no more than once every ten seconds.
- (iv) Only the numbers themselves may be lit with the remaining background non-lit or black. No neon or similar lighting shall be allowed in conjunction with a sign using electronic number changeable copy signage.
- (v) Brightness or glare shall be controlled to avoid distractions to vehicular traffic, pedestrian, and adjoining properties. Adjustments shall be made upon written request from the city.
- (vi) All electronic copy number signs shall be installed with an ambient light monitor.
- (vii) Dimmer control electronic number changeable copy signs must have an automatic dimmer control that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
- (viii) Brightness. No electronic number changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light conditions, as measured using a foot candle (Lux) meter at a preset distance depending on display area. The measurement distance shall be calculated with the following formula: The square root of the product of the display area times 100. Example: $\sqrt{(30 \text{ square feet} \times 100)}$ 54 feet.

Sec. 102-15. – Prohibited signs; exceptions.

It shall be unlawful to erect, or cause to be erected, and maintain, or cause to be maintained, any sign described as follows:

- (1) Commercial or office signs within residential districts. No commercial or office use sign shall be located upon any property in a residential district, except signs allowed outright, by variance, or by conditional use permit in that residential district that conform with the sections of this chapter and other provisions of this land development code relating to that use.
- (2) Any sign that constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring or method of illumination; or any sign that obstructs vision between pedestrians and vehicles using the public right-of-way, including but not restricted to those not meeting visibility requirements of this land development code. Specifically prohibited are:
 - (i) Signs using rotating or flashing signal lamps similar to those used on emergency vehicles, regardless of location or color.
 - (ii) Signs that resemble any official sign or marker erected by any government agency so as to mislead a person to believe the sign is an official sign, or that by reason of position, shape or color would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, color or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device.
 - (iii) Signs using lights or illuminations that flash, move, rotate, scintillate, blink, flicker or vary in intensity or color.
 - (iv) Signs within 50 feet of public rights-of-way or 100 feet of traffic control lights that contain red or green lights that might be confused with traffic control lights.
 - (v) Signs using words and/or traffic control symbols such as "stop," "look," "caution," "danger" or "slow" so as to interfere with, mislead or confuse traffic due to the sign appearing to resemble an official sign.

- (vi) Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist or pedestrian using or entering a public way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.
- (3) Signs of any description erected or placed in any location where the sign's presence will interfere with clear sight distances of either motor vehicles or pedestrian traffic.
- (4) Signs that are in violation of the Florida Building Code or electrical codes adopted by the city.
- (5) Signs with visible moving, revolving or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic or mechanical means.
- (6) Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing copy, except as allowed by Section 102-14.
- (7) Wind signs.
- (8) Signs or sign structures that interfere in any manner with free use of any fire escape, emergency exit, standpipe, window, door or opening used as a means of ingress or egress or ventilation or so as to prevent free passage from one part of a roof to any other part thereof.
- (9) Signs that display any statement, word, character or illustration of an obscene or sexually explicit nature as defined in or prohibited by Chapter 847, *Florida Statutes*.
- (10) Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television or other communication signals.
- (11) Banners or signs placed across any street or other public way or premises without first having obtained written approval of the administrative official.
- (12) Signs having florescent colors.
- (13) The following signs or sign features:
 - (i) Bull's eye, sequential or flashing lights designed to focus attention to a single point.
 - (ii) Signs that incorporate projected images or that emit audible sound, odor or visible matter such as smoke or steam that is intended to attract the attention of the general public, or that involve the use of live animals.
 - (iii) Handmade, nonprofessional signs.
- (14) Signs in any public right-of-way of the federal, state, county or city government without permission from the relevant government agency.
- (15) Signs on seawalls and retaining walls.
- (16) Abandoned signs.
- (17) Roof signs.
- (18) Permanent off-site signs, except for those allowed in Section 102-9.
- (19) Handbills, circulars or other similar forms of signage matter distributed by throwing or placing the signage matter on or into any vehicle within the city.
- (20) Strings of light bulbs used on nonresidential structures for commercial purposes, other than during the months of October through December.
- (21) Ancillary signage attached to the sign face, frame or support structure of an allowed sign shall be prohibited (i.e., credit cards, copies, cigarettes, etc.), this section shall include the placement of stickers or banners on the sign face, frame or support structure.
- (22) Off-site human signs.
- (23) Snipe signs.

- (24) Flashing signs.
- (25) Inflatable signs.
- (26) Signs using, displaying, or incorporating in any fashion, light-emitting diode (LED), except as allowed in Section 102-14.
- (27) Any other signs that are not specifically allowed or exempted by this chapter.

Sec. 102-16. – Signs in newly annexed areas.

Signs in newly annexed areas are allowed to remain until the land is designated for a specific land use. Upon formal designation, such signs must conform to the requirements for the appropriate zoning district.

Sec. 102-17. – Illumination.

The illumination of any sign located so as to be visible from any street or thoroughfare shall not exceed 3-foot candles above ambient light conditions, as measured using an illuminance meter at a pre-set distance that depends on the sign's display area. The illumination brilliance at any location shall conform to the standards of the commercial district at the borders of residential property.

Sec. 102-18. – Construction and maintenance standards.

- (a) All signs, together with their supports, braces, guys and anchors, shall be erected, constructed and maintained in accordance with the provisions and requirements of the Florida Building Code, the electrical code, and all other applicable codes, ordinances or requirements of the city. All copy shall be maintained so as to be legible and complete, and if of painted material, in whole or in part, shall be kept well painted, and shall be repainted whenever the paint is peeling, blistered or faded.
- (b) The area immediately surrounding ground signs shall be kept free of all untended vegetation and debris so as to comply with the intent of this chapter.
- (c) No sign of any type shall be constructed, placed or erected on any space used to meet the city minimum parking requirements.
- (d) The administrative official or his/her established designee shall inform the owner whenever the requirements of this chapter are not complied with. Signs not in compliance shall be removed by the owner, agent or person having beneficial use of the location within 30 days after written notification from the administrative official.
- (e) Any sign not in compliance within this section for longer than 90 days shall be deemed not to be in continuous use as provided in Section 102-23.

Sec. 102-19. – Modification of conforming signs.

- (a) Modifications shall not result in a sign that violates the requirements of this chapter or other requirements of this land development code.
- (b) Modifications which alter height or display area shall require a sign permit as provided in this chapter.
- (c) Modifications shall be subject to the appropriate and applicable provisions of this chapter.

Sec. 102-20. – Height and setbacks.

- (a) Measurements for height and setback for all signs shall be made from that portion of the sign nearest that point of ground reference to which the measurements are to be made. The height shall be measured from grade level at the location of the sign and shall include all decorative portions of the signs. All setback measurements shall be made from the property line as a point of reference unless otherwise specified.
- (b) The following measurements apply to the listed sign types:
 - (1) *Ground signs.* No ground sign shall be located nearer than 50 feet from intersecting street right-of-way lines on Highways 50 and 27, and 30 feet on other streets.
 - (2) *Wall signs.* Wall signs may not project more than 18 inches from the wall and may not extend above the roof or facade line.
 - (3) *Projecting signs.* Projecting signs must be a minimum of 8 feet above grade level or pedestrian ways and may not extend above the roof or facade line.
 - (4) *Vehicle signs and portable signs.* Vehicle signs and portable signs may be located adjacent to the property line with permission of the administrative official or his/her established designee.
 - (5) *Directional ground signs.* Directional ground signs may be located adjacent to the property line.

Sec. 102-21. – Limitation on total area and number; division of property.

Except where specifically allowed, the number, type and area of signs may not be combined to allow a larger size or greater number of signs than that listed for the specific parcel in the designated zoning district. Where the frontage of a parcel has been utilized previously to permit a sign or signs and one or more lots or parcels are subsequently sold or subdivided, no new sign may be erected on the property sold or subdivided until the size of the original sign or signs is brought into conformity with the remaining frontage.

Sec. 102-22. – Determination of area and number.

- (a) *Area.* For the purpose of determining display area, the total area that is within the smallest single parallelogram, triangle, circle or semicircle which will completely enclose the outside perimeter of the overall sign, including the border, if any, shall be considered the square footage for calculation of display area. Braces and other support mechanisms shall be excluded from such calculations.
- (b) *Number.* For the purpose of determining the number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related or composed to form a unit. Where matter is displayed on more than one plane, or there is reasonable doubt about the relationship of elements, each element shall be considered a single sign. Where a sign consists of a group of detached letters or two or more detached letters, or two or more panels on the same plane which utilize the same supports and are presented as a single entity for display, the entity shall be considered as one sign. The area for the sign shall be calculated as described in subsection (a) of this section. A double-faced or back-to-back sign, in which the faces are parallel, shall be considered a single sign and the area computed using one face. Exempt signs shall not be counted in the allowed number of signs.

Sec. 102-23. – Nonconforming signs.

- (a) It is the intent of this chapter to allow nonconforming signs allowed before the adoption of the ordinance from which this land development code is derived to continue until they are no longer used, or become hazardous, but not to encourage their survival. Such signs are hereby declared to be incompatible with the overall intent of this chapter. Thereafter, all such nonconforming signs shall be deemed unlawful and prohibited and subject to the enforcement provisions of this chapter.

- (b) Subject to the limitations imposed by this chapter, a nonconforming sign use may be continued and shall be maintained in good condition as required by Section 102-18; however, a nonconforming sign shall not:
- (1) Be structurally changed, but its pictorial content may be changed.
 - (2) Be structurally altered to prolong the life of a sign except to meet safety requirements.
 - (3) Altered in any manner that increases the degree of nonconformity.
 - (4) Expanded.
 - (5) Continued in use after cessation or change of the business, business ownership or activity to which the sign pertains.
 - (6) Reestablished after damage or destruction if the estimated cost of reconstruction exceeds 50% of the replacement cost.
 - (7) Continued in use when a conforming sign or sign structure is allowed and erected on the same premises or unit.
 - (8) Continued in use when any land use to which the sign pertains has ceased for a period of 30 consecutive days.
- (c) The casual, temporary or illegal use of any sign shall not be sufficient to establish the existence of a nonconforming sign or to create any rights in the continuance of such sign.

Sec. 102-24. – Severability.

- (a) The sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional or void or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter.
- (b) This subsection (b) shall not be interpreted to limit the effect of subsection (a) of this section, or any other applicable severability provision in this code or any adopting ordinance. The city council specifically intends that severability shall be applied to sign regulations even if the result would be to allow less speech in the city, whether by subjecting currently exempt signs to permitting or by some other means.
- (c) This subsection (c) shall not be interpreted to limit the effect of subsections (a) or (b) of this section, or any other applicable severability provision in this code or any adopting ordinance. The city council specifically intends that severability shall be applied to prohibited signs so that each of the prohibited sign types listed in Section 102-15 shall continue to be prohibited irrespective of whether another or any other sign prohibition is declared unconstitutional or invalid.
- (d) This subsection (d) shall not be interpreted to limit the effect of subsections (a), (b) or (c) of this section, or any other applicable severability provision in this code or any adopting ordinance. The city council specifically intends that severability shall be applied to Section 102-7 so that if all or any of such provisions are declared unconstitutional or invalid by a valid final judgment of any court of competent jurisdiction, the city council intends that such declaration shall not affect any other permit exemption.

Sec. 102-25. – Illustrations.

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. 2017-27

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 102 SIGNS, PROVIDING FOR CODIFICATION, SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Monday, September 11, 2017 at 6:30 p.m.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, September 12, 2017 at 6:30 p.m. for (introduction) and consideration on Tuesday, September 26, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
August 31, 2017
September 19, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2017		
Agenda Item Name		
Variance Request <i>Heritage Square Boat & RV Storage</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
The applicant, Heritage Square Boat & RV Facility, is requesting the following variance to the Land Development Code (LDC): (1) To allow a fence/wall greater than 6 feet in height rather than meeting the requirements in the Land Development Code, Section 122-343 The applicant is requesting a variance to allow the installation of a four-foot chain link fence with one-foot of barbed wire on top of an existing retaining wall. The facility is an existing vehicle, boat, and RV storage facility located at 355 Citrus Tower Blvd. The applicant has indicated that due to theft and vandalism at the facility, the installation of the fencing is necessary to secure the facility and protect the existing business. Staff has verified the applicant's claim with an incident report from the City's police department. The report is for 365 Citrus Tower Blvd, which is the office location of the business. The property is zoned Industrial under a current PUD. The retaining wall was constructed into a hill and the wall predominately faces the interior portion of the property. Due to the retaining wall not following the contour of the hill and the stair step pattern, the installation of the fencing on top of the existing wall would exceed the height allowable under the land development code. In some places, the overall height may be up to ten feet with the wall and fence combination. The applicant has provided some exhibits of what the proposed fencing may look like once constructed. Staff has reviewed the application and has determined that the issue is not the four-foot fence with one-foot of barbed wire since barbed wire is allowed in Industrial districts, but the existing construction of the retaining wall in a stair step fashion that increases the overall height over six-feet in height. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that one of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests by the applicant to the Clermont Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Map and Exhibits	Heritage Square Boat RV Map Exhibit.pdf
2.	Sec. 122-343 Fences/Walls	Sec._122_343.___Fences_and_walls.pdf
3.	Police Reports	Police reports.pdf
4.	Review Criteria	Heritage Square review criteria.docx
5.	Application	Heritage Square Boat App.pdf
6.	Legal Ad	VAR Legal AD Heritage Square Boat RV.docx

Heritage Square Boat & RV Storage – Fence Variance

Variance:

To allow for a fence/wall greater than 6 feet in height (along the white dotted line below)



Looking south along the west property line

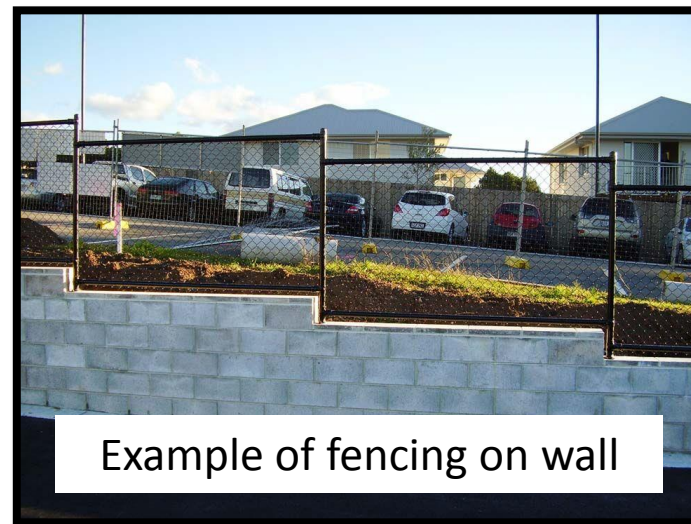
Heritage Square Boat & RV Storage – Fence Variance



Looking south from interior



Existing stair step wall



Example of fencing on wall



Example of fencing on wall



Example of fencing on wall

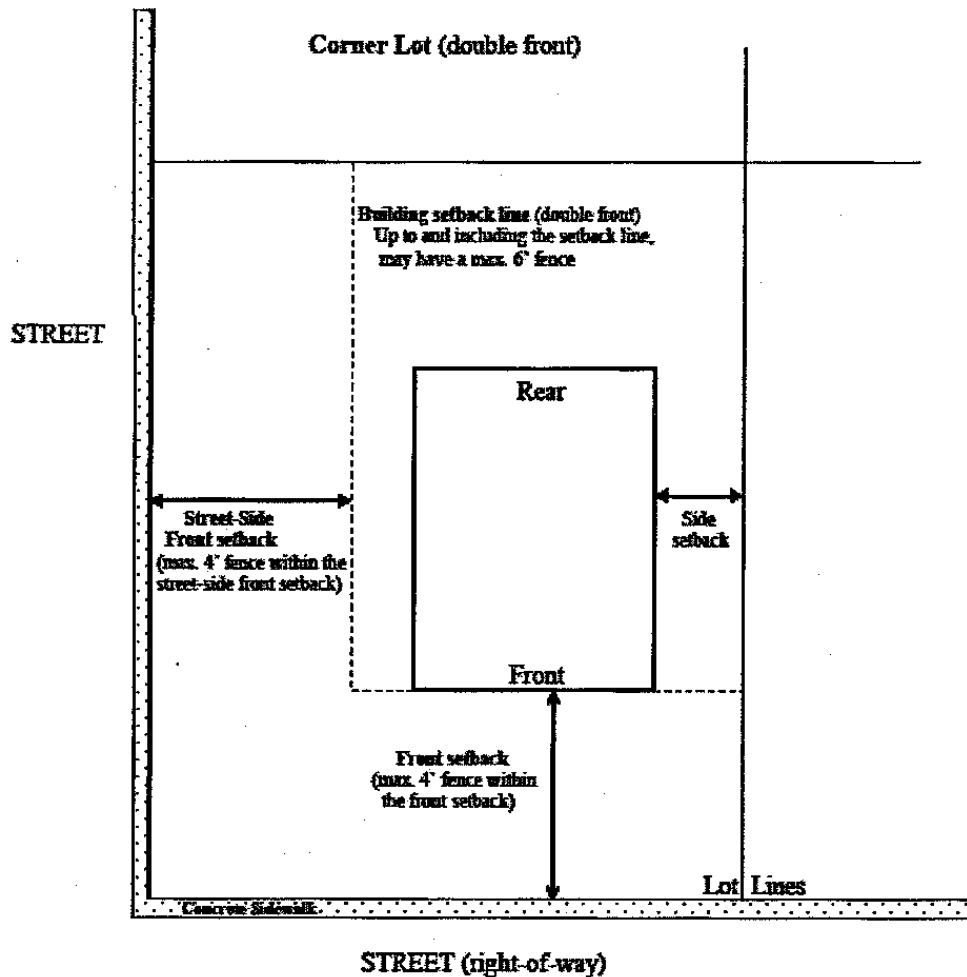


Example of fencing on wall

Sec. 122-343. - Fences and walls.

- (a) *Generally.* All fences and walls shall be constructed in compliance with the Florida Building Code and in accordance with the dimensional and use regulations in this section.
- (b) *Prohibited fences and walls.*
 - (1) Slatting of plastic or other material cannot be inserted into chain link fencing. No barbed wire, razor wire or similar material shall be allowed in residential or commercial districts.
 - (2) No building permit shall be issued for any fence or wall when it is determined by the planning and zoning department that such fence or wall would obstruct visibility, would impede fire or police protection, or would seriously inhibit the free flow of light and air.
- (c) *Height.*
 - (1) For residential uses, no fence, wall, or retaining wall shall exceed four feet in height from the front building line to the front lot line, or exceed six feet in height from the front building line to the rear property line. For corner lots, also known as double frontage lots, no fence, wall or retaining wall shall exceed four feet in height in front of the front setback line of the established district. Corner lots shall be allowed up to six-foot high fences to the property line on the secondary street side, provided there is no obstruction of visibility for adjacent driveways or intersections. Decorative columns and pillars may extend up to one foot above the maximum fence or wall height.
 - (2) Fences and walls in business, commercial and industrial districts shall be no higher than six feet. Industrial districts may also be allowed up to 24 inches of barbed wire for security.
 - (3) Subdivision entry features and any appurtenances shall not exceed ten feet in height without approval of the city council.
- (d) Obstruction of vision at intersections. No walls or fences shall be permitted on local road corner lots within 30 feet of intersecting street rights-of-way and lots on collector and arterial roads within 50 feet of intersecting street rights-of-way if such a fence will obstruct traffic visibility.
- (e) *Design and maintenance.*
 - (1) All fences shall be maintained in their original upright condition.
 - (2) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed.
 - (3) Missing boards, pickets or posts shall be replaced in a timely manner with material of the same type and quality.
 - (4) Fences or walls having a side with exposed or irregular structural components and a more finished, uniform and aesthetically attractive side shall be constructed so that the more finished, uniform and aesthetically attractive side faces outward from the fenced property toward the adjoining property.
 - (5) The following materials shall be acceptable for the construction of fences and walls:
 - a. Rot- and termite-resistive wood.
 - b. Wood which has been chemically pressure-treated to resist rot and termites.
 - c. Noncorrosive metal or galvanized wire fabric of 11 gauge mounted on steel posts.
 - d. Ornamental iron, concrete or masonry.
 - (6) Walls shall have a finished top or cap block.
 - (7) All walls visible from the public right-of-way and adjoining properties shall be designed to incorporate an architectural finish such as stucco, split face block, brick, stone, or other material designed to disguise concrete block, or poured concrete construction.

- (8) Single walls and tiered wall systems must provide a minimum of five feet for landscaping in front of the wall. The five-foot landscape area shall not exceed ten percent grade.



Note:

- Side and rear lot lines may have up to a 6' fence, up to the front setback (including double front building setback line).
- Lot setbacks for each applicable zoning district should be utilized.

FIGURE 122-343A. FENCE HEIGHTS FOR CORNER LOTS (Not to Scale)

- (f) *Exemption for temporary construction fencing.* Temporary construction fencing is exempted from the requirements of this section, but must obtain a temporary structure permit.

(Code 1998, § 122-343; Ord. No. 281-C, § 1(ch. 16, art. I, § 3), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 306-C, § 2, 3-27-2001; Ord. No. 340-C, § I, 4-27-2004; Ord. No. 2010-05-C, § 2, 3-23-2010; [Ord. No. 2013-11, § 2, 7-23-2013](#).)

09/13/17
11:29

Clermont Police Department
Law Incident Addr. History Report, by Date Reported

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Inc. No.	Reported	Nature	Address	Loctn	Dsp
13C12100	10:12:00 05/17/13	S9	365 CITRUS TOWER BLVD,	Cle CLE3	INA
13C28641	11:36:41 11/23/13	1050	365 CITRUS TOWER BLVD,	CLE CLE3	INA
13C31002	13:53:05 12/20/13	DAV	365 CITRUS TOWER BLVD,	CLE CLE3	INA
14C16428	01:01:01 07/22/14	S99	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
14C16498	22:29:00 07/22/14	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
15C01172	10:30:36 01/14/15	1050	365 CITRUS TOWER BLVD,	CLE CLE3	INA
15C17499	10:26:55 07/02/15	1017	365 CITRUS TOWER BLVD,	CLE CLE3	INA
15C34023	18:30:02 12/10/15	S92	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18410	16:12:22 06/08/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18459	04:15:26 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18467	04:15:26 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18468	04:15:26 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18460	05:19:27 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18461	05:20:34 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18462	05:22:34 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18463	05:23:55 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18464	05:26:45 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18465	05:33:15 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18469	06:00:19 06/09/16	S40	365 CITRUS TOWER BLVD,	CLE CLE3	ACT
16C18550	21:24:54 06/09/16	S83	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18555	23:07:57 06/09/16	S83	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18560	02:21:52 06/10/16	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18673	21:34:58 06/10/16	S83	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18685	01:17:45 06/11/16	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18858	23:54:50 06/12/16	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18874	03:33:41 06/13/16	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C18972	01:16:01 06/14/16	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
16C30132	00:52:12 09/16/16	S13A	365 CITRUS TOWER BLVD,	CLE CLE3	INF
16C38395	09:38:27 11/24/16	S81	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C00983	15:33:55 01/09/17	1068	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C01564	04:30:12 01/14/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C02131	10:03:44 01/19/17	S11P	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C05972	15:47:13 02/21/17	S13P	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C09986	11:13:22 03/27/17	VIN INSPECTION	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C13907	20:23:51 04/27/17	S35	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C19837	11:35:03 06/18/17	S13A	365 CITRUS TOWER BLVD,	CLE CLE3	INF
17C19840	11:57:17 06/18/17	S40	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C19924	03:17:36 06/19/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C20105	01:44:12 06/20/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C20507	20:06:12 06/23/17	S15	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C21616	02:21:41 07/03/17	S13	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C21689	19:30:39 07/03/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C21873	15:10:06 07/05/17	COPPS	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C22075	23:28:08 07/06/17	S83	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C22501	18:52:36 07/10/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C22692	04:58:33 07/12/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C23330	17:16:10 07/17/17	DAV	365 CITRUS TOWER BLVD,	CLE CLE3	INA
17C24230	18:58:49 07/25/17	S99	365 CITRUS TOWER BLVD,	CLE CLE3	INA

Total Incidents for This Report: 48

Report Includes:

All dates between `00:00:00 01/01/13` and `23:59:59 09/13/17`
All location codes
All cities

09/13/17

Clermont Police Department

1992

11:29

Law Incident Addr. History Report, by Date Reported

Page:

2

All addresses matching `365 CITRUS TOWER BLVD`

All agencies matching `CLE`

All offenses observed

All offenses reported

All offense codes

All nature of incidents

All circumstance codes

*** End of Report /tmp/rptNummG0-rplwiahrr1_1 ***



CLERMONT POLICE DEPARTMENT

Charles L. Broadway, Chief of Police



10 Codes

- | | |
|---------------------------------------|--|
| 10-1 Receiving Poorly | 10-39 Message Delivered |
| 10-2 Receiving Well | 10-40 O.R. Number and time |
| 10-3 Stop Transmitting | 10-42 Out of Service at home |
| 10-4 O.K. | 10-43 Any message for |
| 10-5 Relay to _____ | 10-45 Phone _____ at _____ |
| 10-6 Busy | 10-46 Urgent |
| 10-7 Out of Service | 10-48 End of message, did you copy? |
| 10-8 In Service | 10-49 Serving Warrants |
| 10-9 Repeat | 10-50 Vehicle Stopped for traffic |
| 10-10 Out of Service, Subject to call | 10-50b Criminal Investigation |
| 10-12 Visitor | 10-51 Enroute |
| 10-13 Weather and Road Conditions | 10-52 E.T.A. |
| 10-14 Escort | 10-53 Coming to your office |
| 10-15 Prisoner in custody | 10-54 Negative |
| 10-16 Pick up Prisoner at _____ | 10-55 Car Calling Car |
| 10-17 Conduct Investigation | 10-56 Meet _____ at _____ |
| 10-19 Return to Station | 10-58 Scramble |
| 10-19a Gas Car | 10-60 Check Tower Lights |
| 10-19b Court | 10-61 Change to All County Intercity |
| 10-20 Your Location | 10-62 Change to channel ____ |
| 10-21 Phone Station | |
| 10-22 Disregard | |
| 10-23 Stand By | 10-65 Can you copy |
| 10-24 Trouble, send Help | 10-66 Cancel |
| 10-25 In contact with | 10-68 Information |
| 10-26 Message Received | 10-71 Send Ambulance |
| 10-28 Check Registration | 10-75 Off duty, In dept Vehicle |
| 10-29 Check for Wanted | 10-81 Send Wrecker |
| 10-29a NCIC Check | 10-88 What phone can you be reached at |
| 10-29p Person | 10-96 Unable to locate |



CLERMONT POLICE DEPARTMENT

Charles L. Broadway, Chief of Police



10 Codes

10-30 Against Rules

10-31 In Pursuit

10-32 Breathalyzer Available

10-33 Emergency Message

10-34 Jail Break

10-34a Problem in Jail

10-36 Correct Time

10-37 Operator on Duty

10-38 Block roads at _____

10-97 Arrived at scene

10-98 Completed Assignment

10-99 Unable to read

10-100 Alert keep in touch by phone

Code 1 Routine

Code 2 Expedite

Code 3 Respond Lights and Siren

Code 4 Cancel Responding Units

0	Armed/or Caution (a) <i>firearm</i> (b) <i>other</i>
1	Drunk Driver
2	Drunk
3	Hit & Run (F) <i>injury</i>
4	Accident (F) <i>injury</i>
5	Murder
6	Escaped Prisoner
7	Dead Person
8	Missing Person
9	Stolen Tag (a) <i>lost</i>
10	Stolen Vehicle
11	Abandoned Vehicle
12	Reckless Driver
13	Suspicious Vehicle (p) <i>person</i> (a) <i>Suspicious Incident</i>
14	Information (a) <i>Information Not Available</i>
15	Special Detail
16	Obstruction of Highway (a) <i>Traffic/Congestion</i>
17	Contact Person (a) <i>Give name of reporting party</i>
18	Felony
19	Misdemeanor
20	Mentally Ill Person (h) <i>homicidal</i> (s) <i>suicidal</i>



CLERMONT POLICE DEPARTMENT

Charles L. Broadway, Chief of Police



10 Codes

21	B&E (a) business (b) residence (c) in progress
22	Disturbance (a) fight (b) family
23	Pedestrian/Hitchhiker
24	Robbery/Holdup (a) purse snatch
25	Fire (a) house (b) brush (c) vehicle (f) multiple dwelling (h) commercial (x) explosives
26	Drowning
27	Prowler (a) trespasser
28	Riot (a) civil disturbances
29	Reckless Operation/Motor boat
30	Bomb threat
31	Narcotics
32	Fraud (a) worthless checks (b) other
33	A&B (weapons)
34	Rape (a) sex offense (b) verify sex predator
35	Car break
36	Shooting (a) person shot (b) shooting area (c) weapons complaint
37	Suicide (a) attempt
38	Gambling
39	Juvenile Complaint
40	Vandalism (a) city-county property
41	Obscene phone call (a) threatening call
42	Civil Complaint (a) solicitor complaint
43	Larceny (a) auto accessory (b) bike (c) shoplifter
44	Abduction (a) hostage
49	Partner (a) pick up partner at
53	Control Burn
57	Injury as result of fire (a) death as of result of fire
81	Burglar Alarm Sounding
82	Fire Alarm Sounding
83	Miscellaneous Service Call (Request) (a) abandoned 911 call (r) Radio Service
86	Lost Property (a) found



CLERMONT POLICE DEPARTMENT

Charles L. Broadway, Chief of Police



10 Codes

87	Lost person (a) <i>found</i>
88	Noise Complaint
90	Animal Complaint (a) <i>animal bite</i>
92	Sick Person (a) <i>injured</i> (b) <i>narcotics overdose</i>
95	BOLO Person/Vehicle
96	Plane Crash (a) <i>other emergency</i>
97	Boat Accident (a) <i>other emergency</i>
98	Dangerous Street Condition
99	Property Check (t) Traffic Enforcement
100	Radio Test

355 Citrus Tower Blvd – Heritage Square Boat & RV Fence/Wall 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: The wall is on a steep hill. The wall does not follow the contour of the hill, but instead steps up the hill in 10-12 foot segments.

Staff comments: Special conditions exist which are peculiar to the land and structure. The original property was developed by excavating the interior area used by the storage facility with a retaining wall placed a few feet above ground. The wall does not contour with the existing grade, which does not produce a constant height of the wall above grade.

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: That is correct.

Staff comments: The applicant does have an interest in the property and is requesting the variance for the increased fence height on top of the existing wall.

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 hardship is due to the children illegally entering the property by jumping over the existing wall and damaging the property of my tenants.

Staff comments: Police reports have substantiated the applicant’s statement above in the fact that there were reported acts of vandalism and vehicle break-ins at the property. Due to the existing wall construction, the installation of a fence that meets code with the intent of securing the facility is not obtainable.

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: The site is already developed. The request is economically founded in that the theft and vandalism are hurting my business.

Staff comments: The applicant will be investing money into the site, if the variance is approved.

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: *That is correct.*

Staff comments: *The existing wall construction has presented a challenge for the applicant to secure the site. The proposed solution of a four-foot chain link fence with one foot of barbed wire on top constructed on the existing wall appears to be the minimum variance necessary.*

Positive finding

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

Applicant response: *That is correct.*

Staff comments: *Section 122-343 (c)(2) of the Land Development Code allows industrial districts to have fences and walls up to six feet in height with an additional 24 inches (2 feet) of barbed wire for security. Since the wall is constructed in a stair step fashion, the overall height may exceed six feet in certain places. The variance is not conferring on the applicant the ability to add barbed wire, only to have areas greater than allowable by code for the fence height on top of the wall.*

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: *That is correct.*

Staff comments: *The proposed variance would not diminish property values since the use of the site is not changing. Staff believes the location of the storage area behind the existing buildings along public right of ways would not create a visual impact that would alter the character of the area.*

Positive finding

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

Applicant response: *That is correct.*

Staff comments: *Staff believes that granting the 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 **one** 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: August 17, 2017

FEE: \$600

PROJECT NAME (if applicable): Heritage Square Boat & RV Facility

APPLICANT: Joseph Zagame, Jr., Towerco LLC

CONTACT PERSON: Joseph Zagame, Jr.

Address: 230 Mohawk Road

City: Clermont State: FL Zip: 34715

Phone: (352) 536-0925 Fax: _____

E-Mail: joe.zagame@prescogroup.com

OWNER: John P Adams & Ann D Adams Family LP

Address: PO Box 1667

City: Winter Haven State: FL Zip: 33882-1667

Phone: (863) 324-4576 Fax: _____

Address of Subject Property: 355 Citrus Tower Blvd, Clermont, FL 34711

General Location: On Citrus Tower Blvd accross from the Post Office distribution facility

Legal Description (include copy of survey): _____

CLERMONT, LAKE HIGHLANDS 20-22-26 TRACT 7 PB 3 PG 30 ORB 1780 PG 1226

Land Use (City verification required): Commercial





Zoning (City verification required): PUD

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

Sec. 122-343 - Fences and walls

What are you proposing to do that would require a variance and why? I would like to install a 4' chain link fence and 1' of barbed wire on top of an existing concrete wall. This is necessary to stop the theft and vandalism from neighboring kids.

How does the Code create a hardship? The existing concrete wall steps up a steep hill in 10 - 12 foot segments. The short side of each segment is only 2 1/2 feet tall, and the kids are simply jumping over the wall and entering the parking lot illegally.

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

Variance requested – subject and code section: I would like to install 4' of chain link fence plus 1' of barbed wire on top of the entire length of the existing concrete wall.

Sec. 86-174. Review criteria and findings.

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

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

The wall is on a steep hill. The wall does not follow the contour of the hill, but instead steps up the hill in 10 - 12' segments.

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

That is correct.



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 hardship is due to children illegally entering the property by jumping over the existing wall and damaging the property of my tenants.

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

The site is already developed. The request is economically founded in that the theft and vandalism are hurting my business.

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

That is correct.

(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;

That is correct.

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

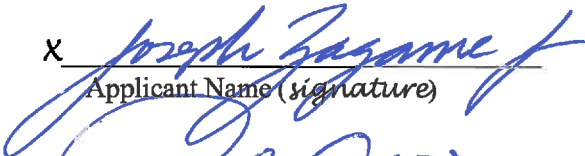
That is correct.



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.
That is correct.

Joseph Zagame, Jr
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

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 a fence/wall greater than 6 feet in height rather than meeting the requirements in the Land Development Code, Chapter 122-343 Fences and Walls; at the following location:

LOCATION:

Heritage Square Boat & RV Facility
355 Citrus Tower Blvd
(Alt. Key 3777847)

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, October 10, 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
October 3, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, October 10, 2017											
Agenda Item Name											
Ordinance No. 2017-37 <i>Introduction</i> <i>Public Works</i>											
Requested Action											
Recommend introduction of Ordinance 2017-37.											
Staff Report											
The applicant, John Kingman Keating, is requesting voluntary annexation of the subject property. The property is located south of Hooks Street, north of Trade Avenue, and east of Hancock Road. The City limits are bordering the eastern property line and a portion of the northeast property line. This meets the requirement of continuous under Chapter 171 of the Florida Statutes for annexation. The property is approximately 35.87 +/- acres in size and is in the City's water and sewer service area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant wishes to receive services from the City in order to develop a portion of the property into an industrial warehouse complex with outside storage. The remaining portion is under contract by the City for a future public works facility. This request is being heard concurrently with requests for a large-scale comprehensive plan amendment and a rezoning to a PUD with M-1 Industrial uses. The related request for a comprehensive plan amendment would change the Future Land Use from Lake County's Regional Commercial to the City's Industrial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Industrial District in Lake County) to the City's Planned Unit Development (PUD) zoning classification to allow M-1 Industrial uses. Since the subject property is adjacent to the City limits and the City can provide urban services, staff recommends approval of the introduction to annexation.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Ordinance 2017-37</td><td>ANN ORD 2017-37.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Hancock Public Works Maps.pdf</td></tr><tr><td>3.</td><td>Application</td><td>ANN application.pdf</td></tr></table>			1.	Ordinance 2017-37	ANN ORD 2017-37.doc	2.	Maps	Hancock Public Works Maps.pdf	3.	Application	ANN application.pdf
1.	Ordinance 2017-37	ANN ORD 2017-37.doc									
2.	Maps	Hancock Public Works Maps.pdf									
3.	Application	ANN application.pdf									

CITY OF CLERMONT
ORDINANCE No. 2017-37

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

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

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

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

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

SECTION 1.

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

Legal Description

That part of the West 1,660 feet of the Northwest one-quarter (1/4) of Section 34, Township 22 South, Range 26 East, less the South 1,575 feet of the North one-half (1/2) of the West 1,660 feet of said Northwest one-quarter (1/4) and less the road right-of-way of Hancock Road on the West, being more particularly described as follows:

Commence at the Northwest corner of said Section 34 for a point of reference; Thence, run South 89°07'07" East, along the North line of said Northwest one-quarter (1/4), a distance of 25.00 feet to a point lying on the Easterly right-of-way line of Hancock Road (County Road 3-1255) as described in Official Records Book 474, Page 999 of the Public Records of Lake County, Florida, said point being the Point of Beginning; Thence, departing said right-of-way line, run South 89°07'07" East, along said North line, a distance of 1,635.24 feet to the East line

CITY OF CLERMONT
ORDINANCE No. 2017-37

of the aforesaid West 1,660.00 feet; Thence, departing said North line, run South 00°05'31" East, parallel with and 1,660.00 feet East of, perpendicular measure, the West line of said Northwest one-quarter (1/4), a distance of 949.48 feet to the North line of the aforesaid South 1,575.00 feet; Thence run North 89°33'12" West, along said North line, a distance of 1,635.07 feet to the aforesaid East right-of-way line, Thence run North 00°05'31" West, along said right-of-way line, a distance of 961.89 feet to the Point of Beginning.
Containing a total of 35.87 acres, more or less. AK 1593093

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

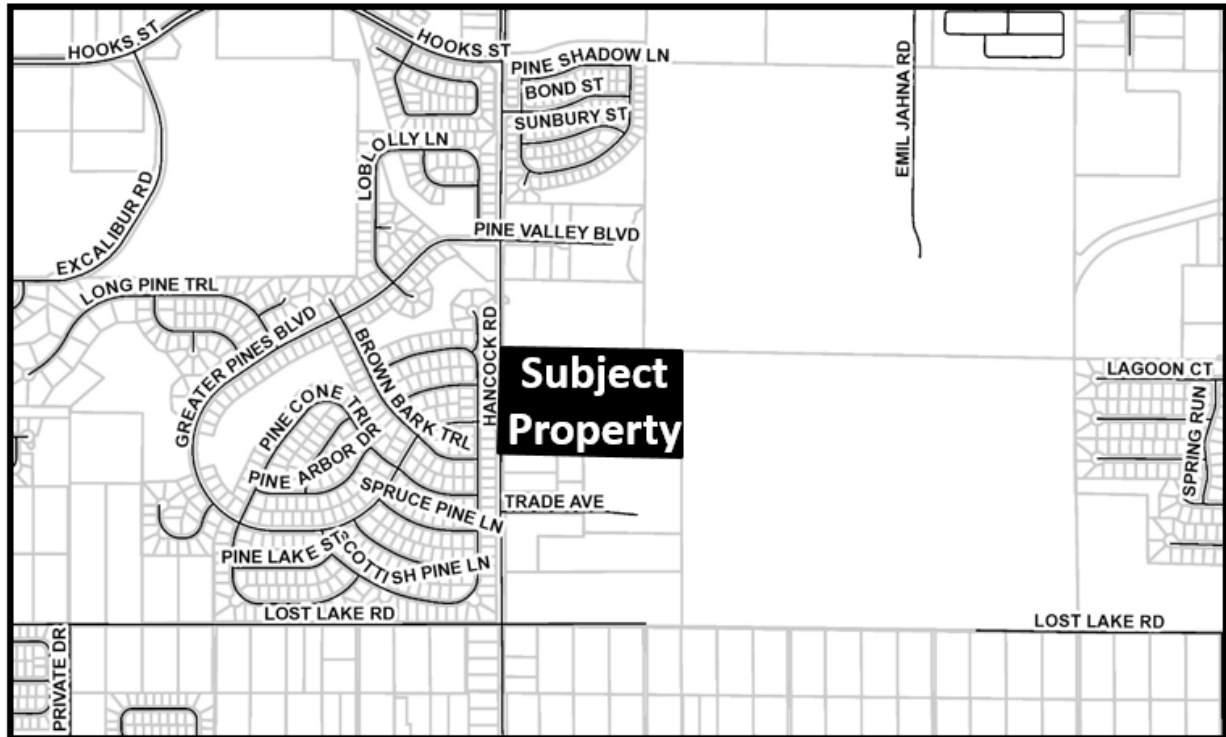
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2017-37

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-37

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map

Keating/Hancock Public Works Site

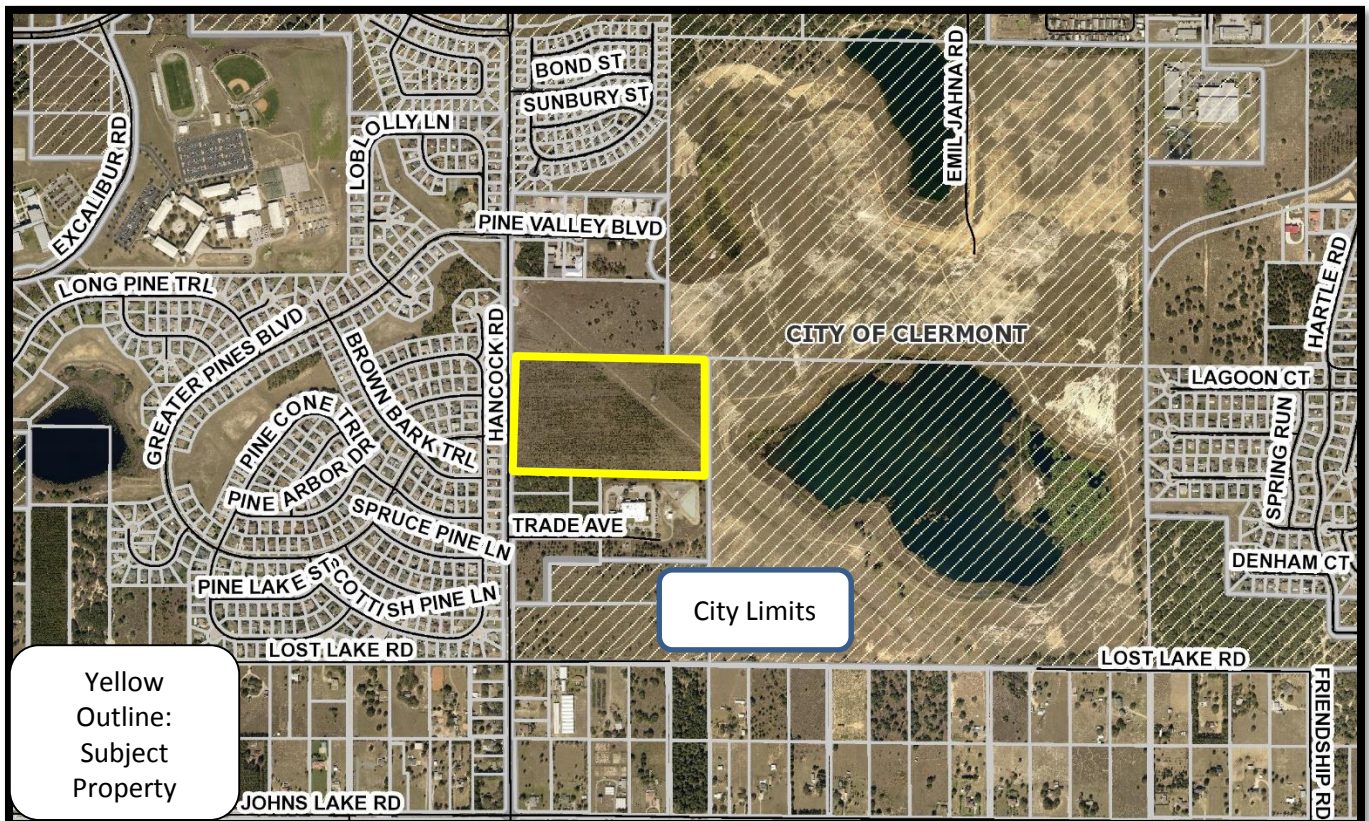
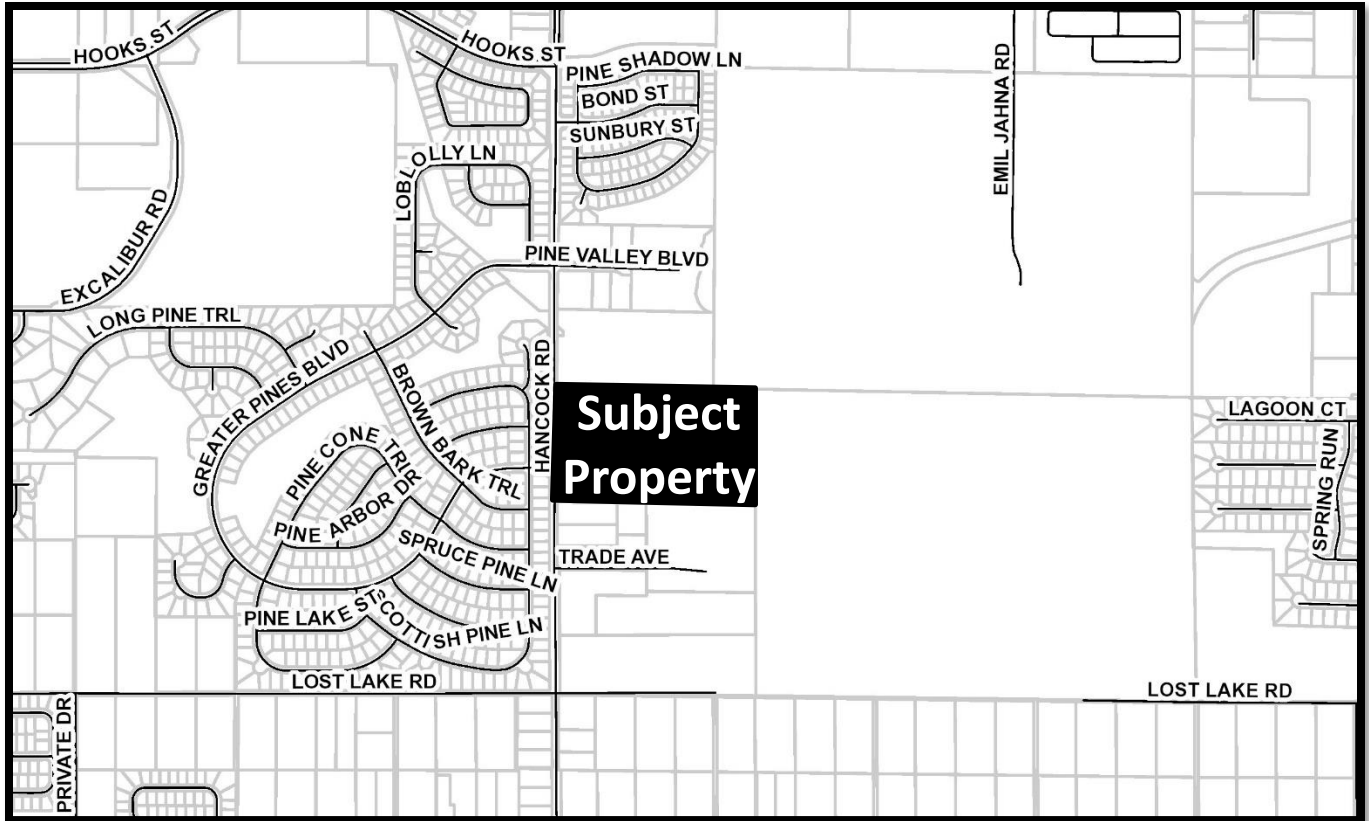


Exhibit – Future Land Use Map
Keating/Hancock Public Works Site

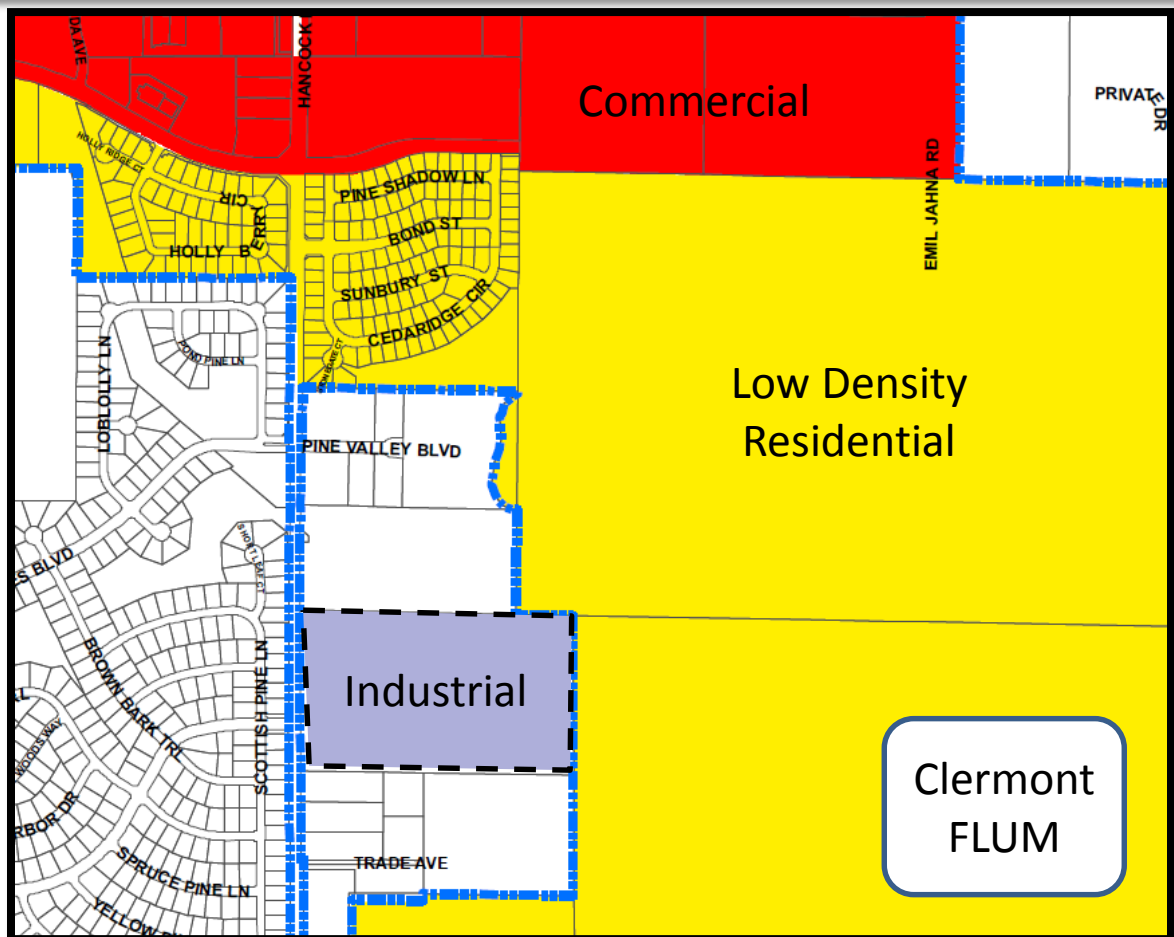
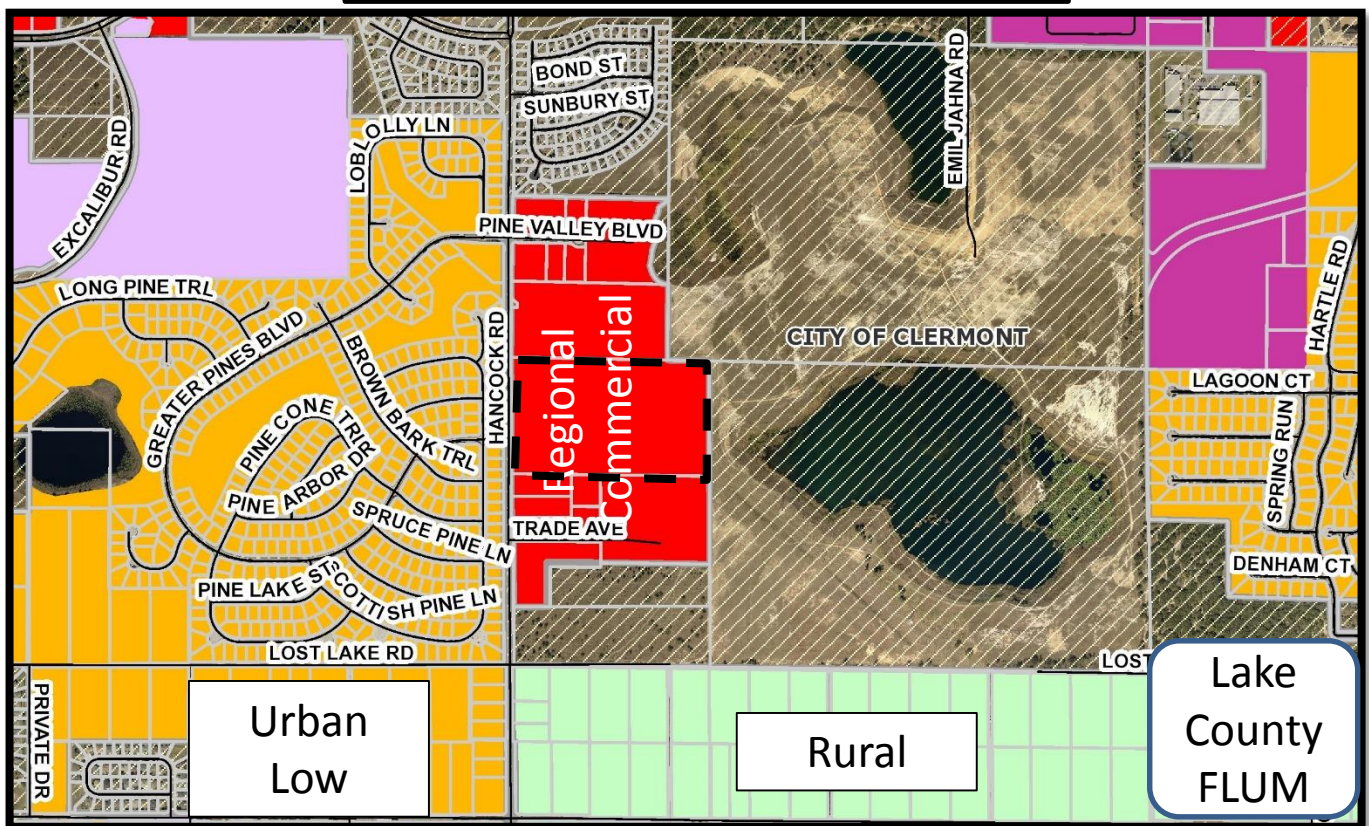
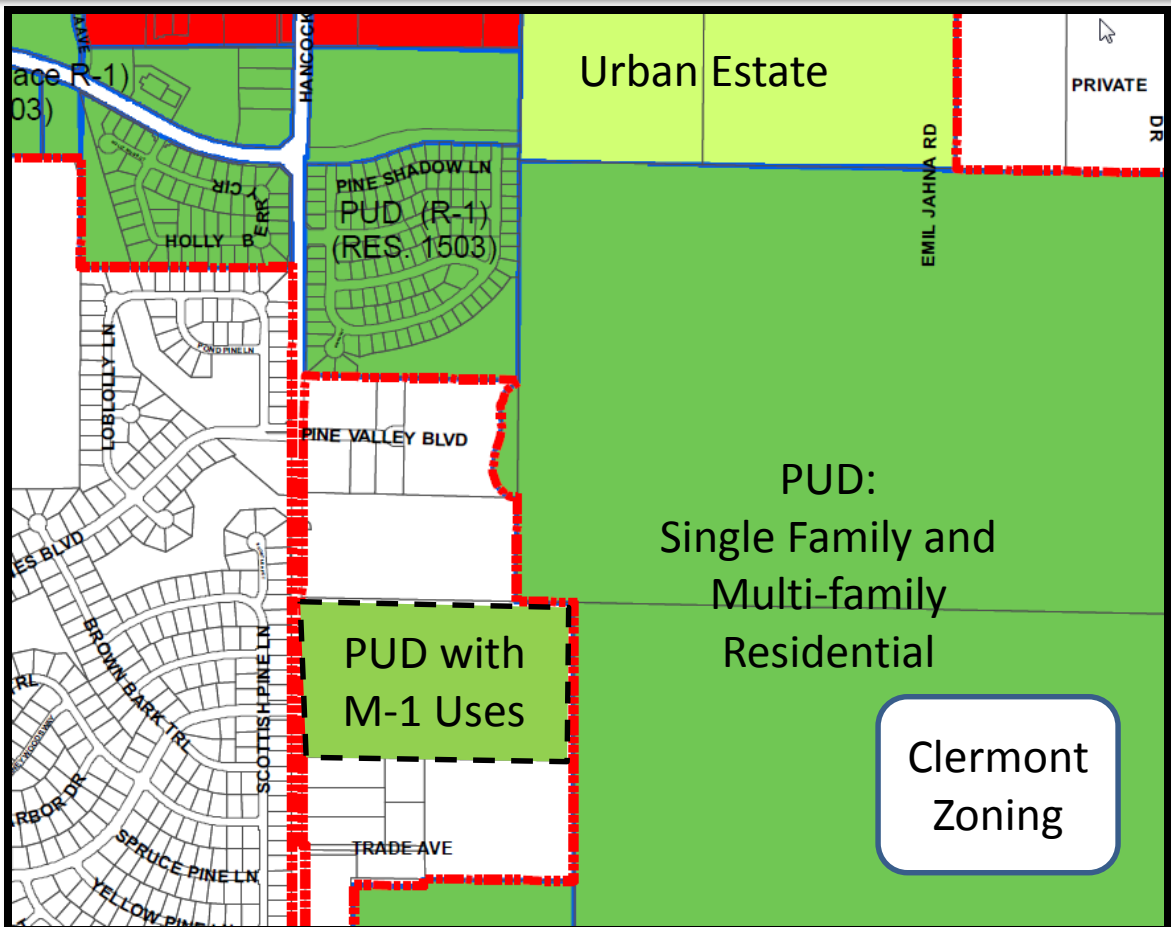
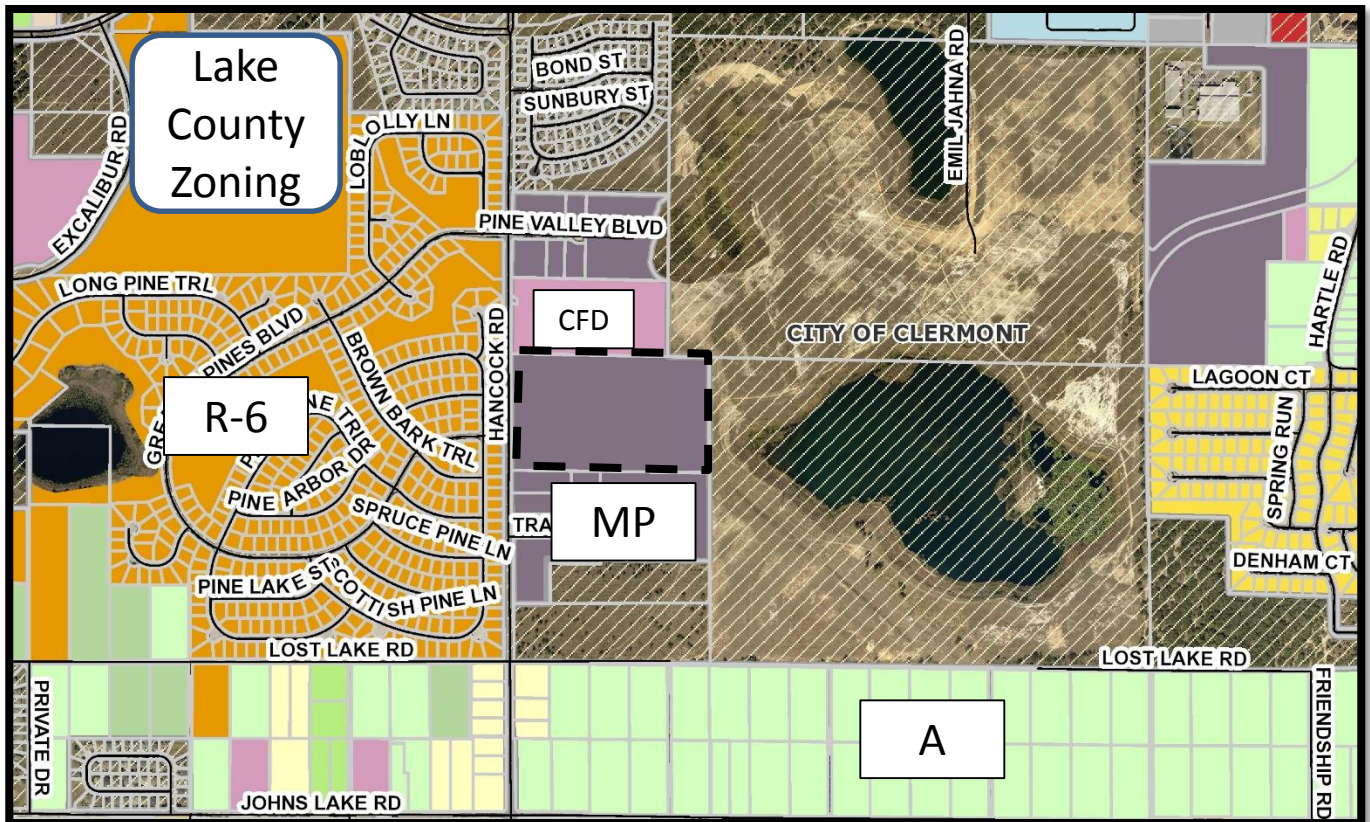


Exhibit - Zoning Map

Keating/Hancock Public Works Site





CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an ANNEXATION.

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. _____ General application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. _____ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to rchidlow@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. _____ Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

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

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

✓ DATE: August 22, 2017

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Hancock Road Property

APPLICANT: John Kingman Keating

Address: 250 East Colonial Drive, Suite 300

City: Orlando State: Florida Zip: 32801

Phone: 407-425-2907 Fax: 407-843-8964

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

OWNER: See Schedule "F," Item 1

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: 1/4 mile south of Highway 50
on east side of Hancock Road

Area of property: 36 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Agricultural

The property is PROPOSED to be used for: See Schedule "F," Item 2



Existing Lake County Land Use* : Regional Commercial (Lake County)

Existing Lake County Zoning* : MP (Planned Industrial District) (Lake County)

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

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

Power Lines

State the reason or basis for this request: _____

See Schedule "F", Item 3

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

Section 34, Township 22, Range 26

See Schedule "F", Item 4

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



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

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

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

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

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the ____ day of _____, 20__.

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

See attached Exhibit "A"
Landowner (Petitioner)

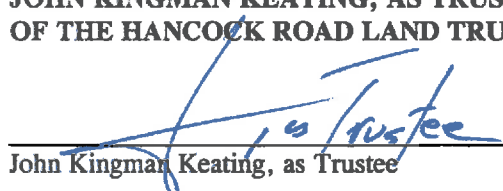
Notary Public

Date

My Commission Expires

EXHIBIT "A" - OWNER SIGNATURE PAGE
FOR PETITION OF LANDOWNER(S) FOR ANNEXATION OF CERTAIN
PROPERTY TO THE CITY OF CLERMONT

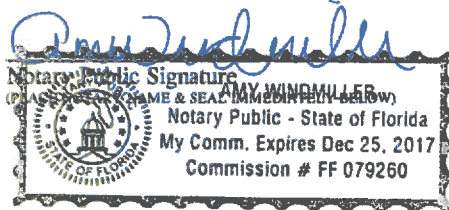
**JOHN KINGMAN KEATING, AS TRUSTEE
OF THE HANCOCK ROAD LAND TRUST**



John Kingman Keating, as Trustee

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this 8th day of August, 2017.



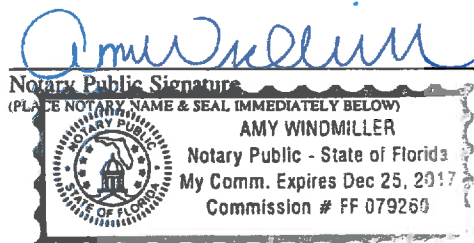
TONY H. ROPER



Tony H. Roper

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that Tony H. Roper personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this 8th day of August, 2017.



**BERT E. ROPER AND BARBARA C. ROPER
FAMILY LIMITED LIABILITY LIMITED
PARTNERSHIP**

By: _____
Charles F. Roper
As its General Partner

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument as General Partner of the Bert E. Roper and Barbara C. Roper Family Limited Liability Limited Partnership and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this _____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

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

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:

3. That said authority (owner) has appointed (agent's name) _____
_____ to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

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

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

X _____ X _____
Owner (signature) Agent's (signature)

Sworn to and subscribed before
me this _____ day of _____,
20____.

Sworn to and subscribed before
me this _____ day of _____,
20____.

Notary Public, State of FL
My commission expires:

Notary Public, State of FL
My commission expires:

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

OWNER/AGENT SIGNATURE PAGE
ATTACHED TO OWNER / AGENT AFFIDAVIT (ANNEXATION)

**JOHN KINGMAN KEATING, AS TRUSTEE
OF THE HANCOCK ROAD LAND TRUST
(OWNER)**

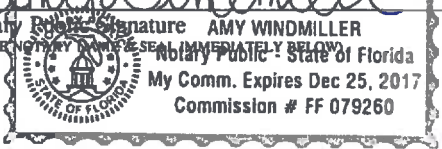


John Kingman Keating, as Trustee

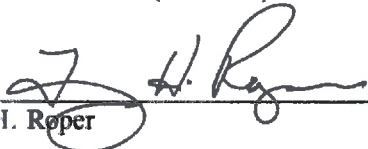
**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this 8th day of August, 2017.



Notary Public Signature AMY WINDMILLER
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

Notary Public - State of Florida
My Comm. Expires Dec 25, 2017
Commission # FF 079260

TONY H. ROPER (OWNER)



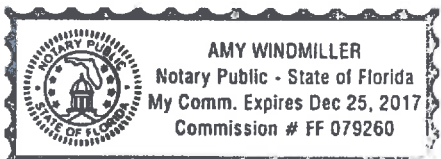
Tony H. Roper

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that Tony H. Roper personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this 8th day of August, 2017.



Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)


AMY WINDMILLER
Notary Public - State of Florida
My Comm. Expires Dec 25, 2017
Commission # FF 079260

**BERT E. ROPER AND BARBARA C. ROPER
FAMILY LIMITED LIABILITY LIMITED
PARTNERSHIP (OWNER)**

By: _____
Charles F. Roper
As its General Partner

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument as General Partner of the Bert E. Roper and Barbara C. Roper Family Limited Liability Limited Partnership and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this _____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

JOHN KINGMAN KEATING (AGENT)

John Kingman Keating, as Agent

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this _____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2017		
Agenda Item Name		
Ordinance No. 2017-38 <i>Transmittal</i> <i>Public Works</i>		
Requested Action		
Recommend transmittal of Ordinance 2017-38.		
Staff Report		
The applicant, John Kingman Keating, is requesting a large-scale comprehensive plan amendment for the subject property. The property is approximately 35.87 +/- acres in size. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) between the City and Lake County. This request is being heard concurrently with a request for annexation. The rezoning will come before the Planning and Zoning Commission later this year. The large-scale comprehensive plan amendment would change the Future Land Use from Lake County's Regional Commercial to the City's Industrial designation. The property is currently zoned Planned Industrial in Lake County and the applicant desires to continue those permitted uses in the City of Clermont. The City's Industrial Future Land Use designation is supported by the physical characteristics of the site, such as a high voltage transmission line with a 200-foot power easement extending over a third of the property and the location of the property to major transportation corridors with the existing industrial uses in the area. In addition, Industrial uses are permitted through the current Lake County zoning classification, which would continue under the City's Industrial future land use designation. Lake County's Regional Commercial FLU, under Policy I-1.2.2, Table FLUE 2 in their comprehensive plan, allows a floor area ratio of 3.0 FAR. The City's Industrial Land Use, under Policy 1.10.3 limits the floor area ratio to 1.0 FAR, which is considerably less than allowable under Lake County and decreases the intensity. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in December. Staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Industrial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance 2017-38	2017-38 Hancock Storage LScale CPA.doc
2.	Maps	Hancock Public Works Maps.pdf
3.	City/County Comp Plan Policies	Comp Plan Exhibit.pdf
4.	Application	CPA Application.pdf
5.	Legal ad	CPA AD Hancock Pub Works.docx

CITY OF CLERMONT
ORDINANCE No. 2017-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

That part of the West 1,660 feet of the Northwest one-quarter (1/4) of Section 34, Township 22 South, Range 26 East, less the South 1,575 feet of the North one-half (1/2) of the West 1,660 feet of said Northwest one-quarter (1/4) and less the road right-of-way of Hancock Road on the West, being more particularly described as follows:

Commence at the Northwest corner of said Section 34 for a point of reference; Thence, run South 89°07'07" East, along the North line of said Northwest one-quarter (1/4), a

CITY OF CLERMONT
ORDINANCE No. 2017-38

distance of 25.00 feet to a point lying on the Easterly right-of-way line of Hancock Road (County Road 3-1255) as described in Official Records Book 474, Page 999 of the Public Records of Lake County, Florida, said point being the Point of Beginning; Thence, departing said right-of-way line, run South 89°07'07" East, along said North line, a distance of 1,635.24 feet to the East line of the aforesaid West 1,660.00 feet; Thence, departing said North line, run South 00°05'31" East, parallel with and 1,660.00 feet East of, perpendicular measure, the West line of said Northwest one-quarter (1/4), a distance of 949.48 feet to the North line of the aforesaid South 1,575.00 feet; Thence run North 89°33'12" West, along said North line, a distance of 1,635.07 feet to the aforesaid East right-of-way line, Thence run North 00°05'31" West, along said right-of-way line, a distance of 961.89 feet to the Point of Beginning.

Containing a total of 35.87 acres, more or less. AK 1593093

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT INDUSTRIAL**

Section 2.

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

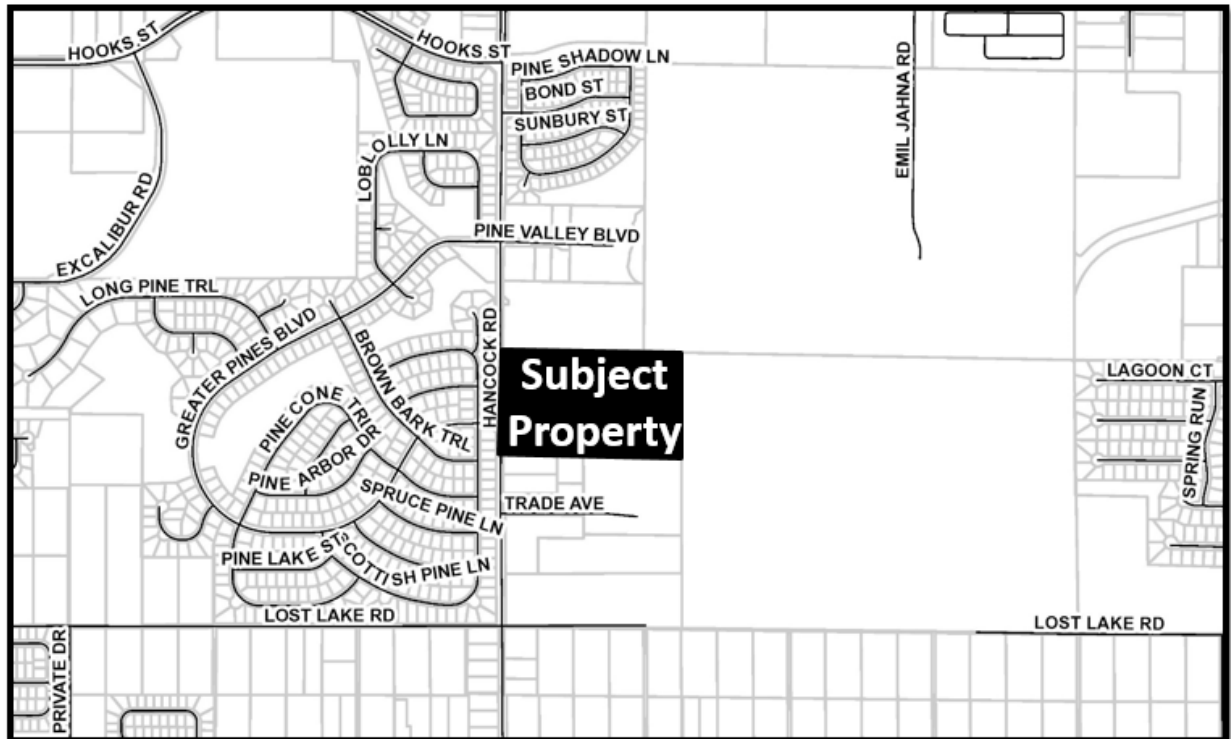
Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2017-38



CITY OF CLERMONT
ORDINANCE No. 2017-38

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of December, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map

Keating/Hancock Public Works Site

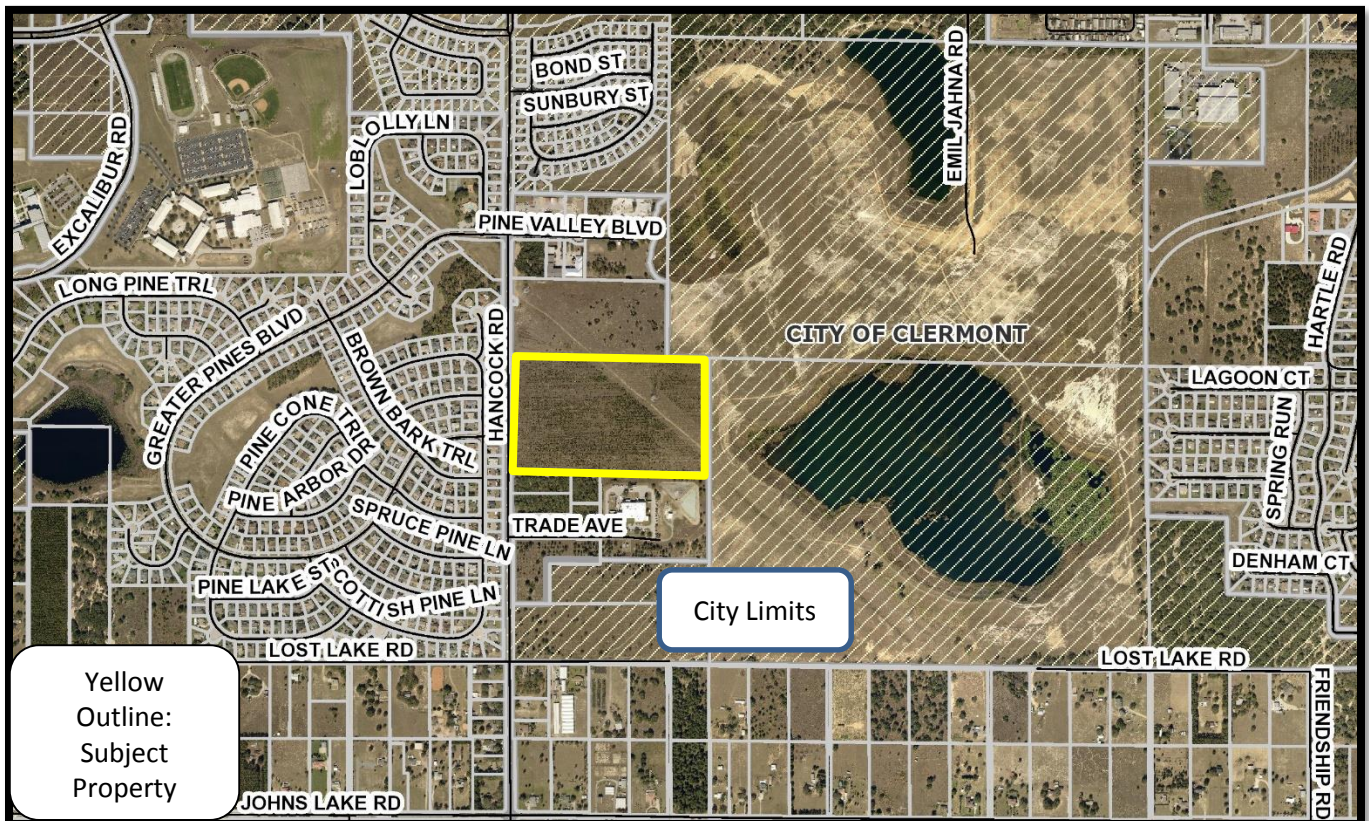
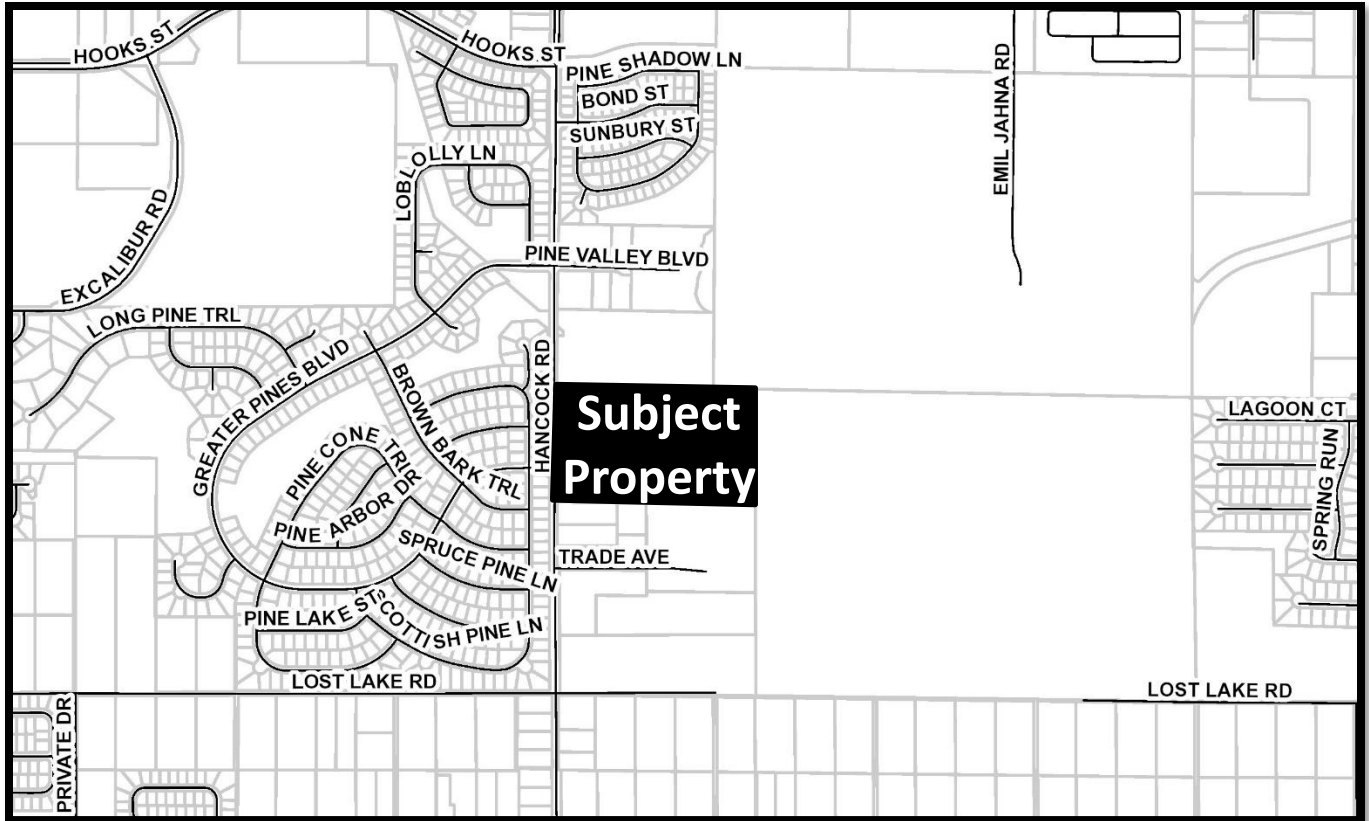


Exhibit – Future Land Use Map
Keating/Hancock Public Works Site

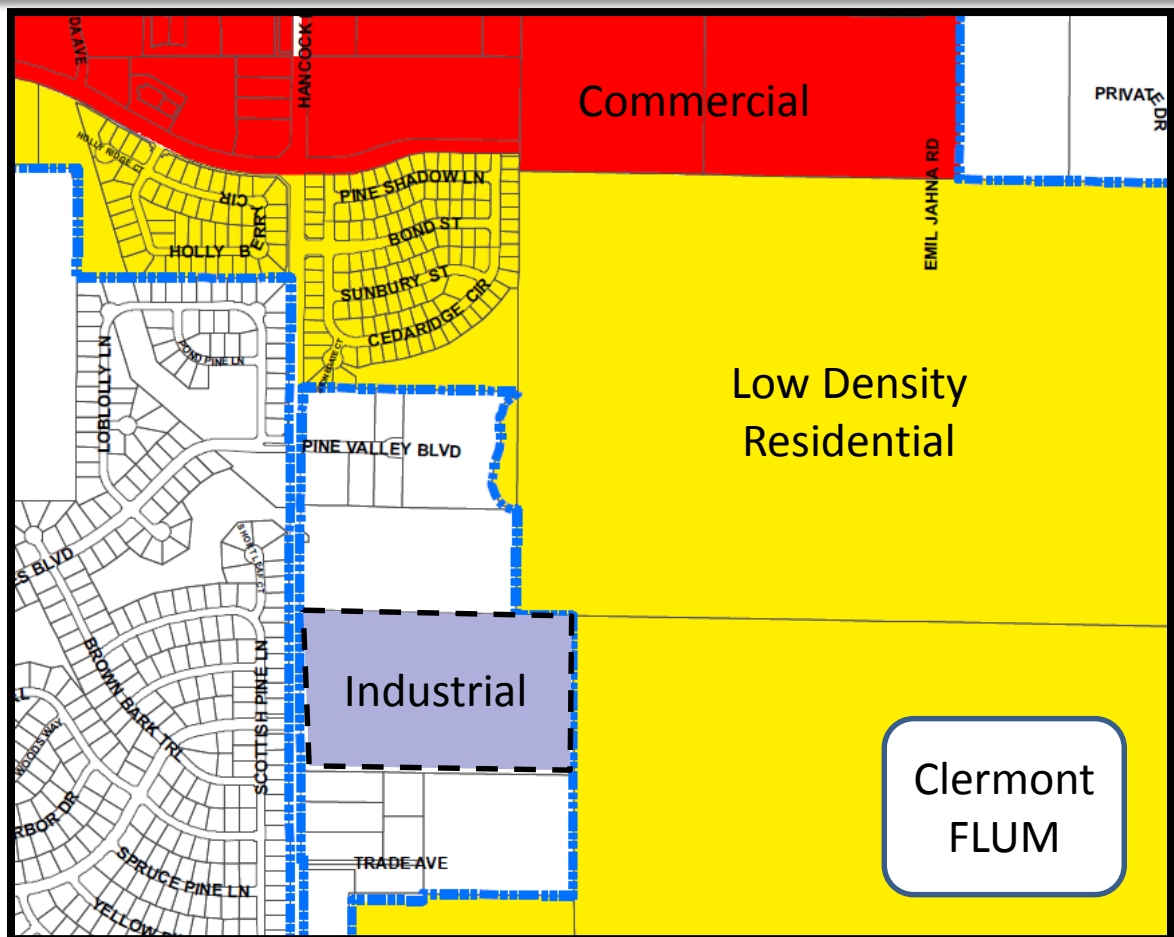
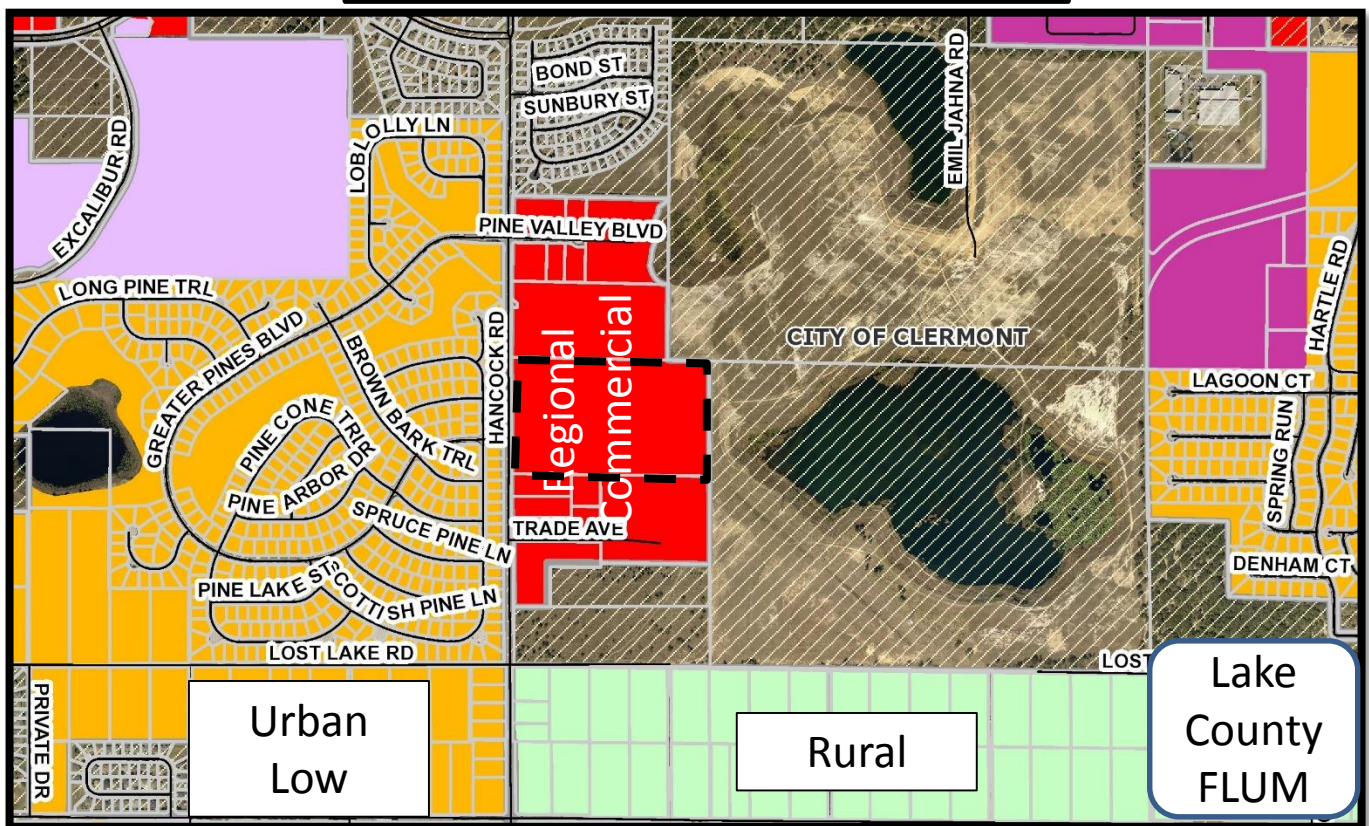
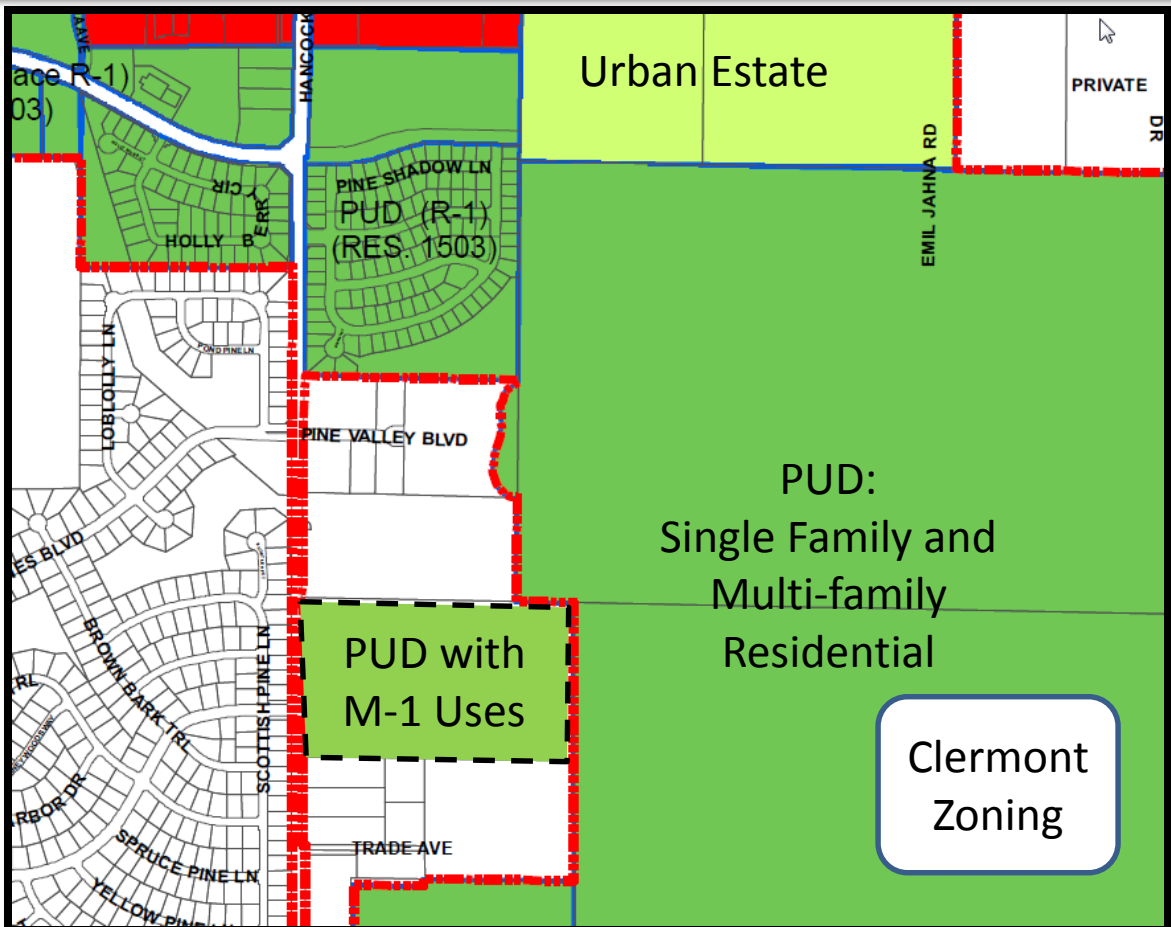
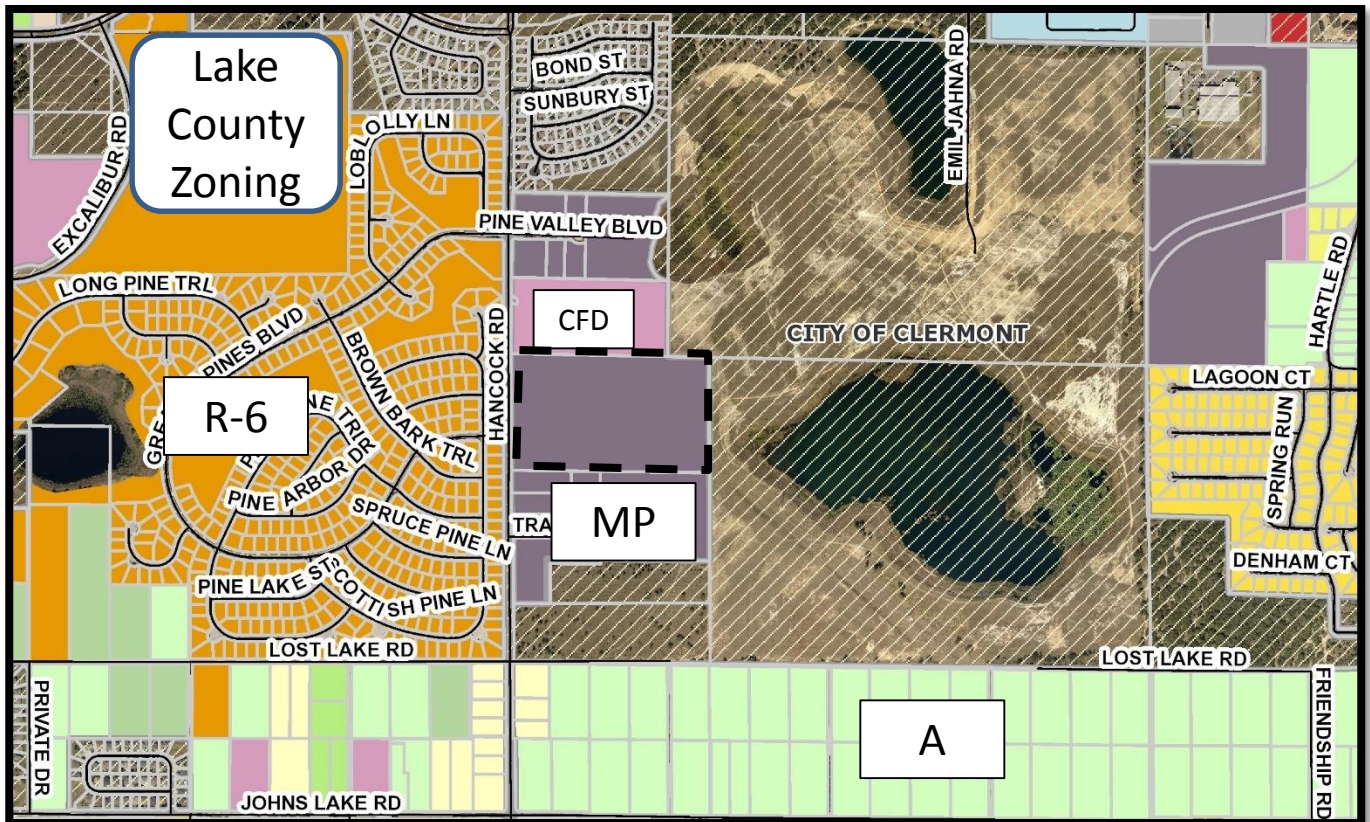


Exhibit - Zoning Map Keating/Hancock Public Works Site



Supporting Comprehensive Plan Policies

Future Land Use Element
Goals, Objectives & Policies

Table FLUE 2 - Future Land Use Categories Table

FUTURE LAND USE CATEGORY	DENSITY (1)	F.A.R. (INTENSITY)	I.S.R	OPEN SPACE	BUILDING HEIGHT (2)(5)
Urban Low Density	4 d.u./1 acre	0.25 to 0.35	0.60	25%	Note (3)
Urban Medium Density	7 d.u./1 acre	0.35 to 0.50	0.70	20%	Note (3)
Urban High Density	Min. 4 d.u./1 acre Max 12 d.u./1 acre	2.0	0.80	10%	Note (3)
Bella Collina	868 d.u.	500,000 s.f.	0.60	25%	Note (3)
Summer Bay (351 acres) (7)	2,040 d.u.	Note (7)	NS	NS	Note (3)
Cagan Crossings (728.5 acres) (4)	8,000 d.u.	700,000 s.f.	NS	44%	Note (3)
Regional Office	1 multi-family du per 10,000 sq. ft. of commercial space (Note (6))	3.0	0.75	15%	Note (3)
Regional Commercial	1 multi-family du per 10,000 sq. ft. of commercial space (Note (6))	3.0	0.75	15%	Note (3)

CITY OF CLERMONT COMPREHENSIVE PLAN

FUTURE LAND USE

manufacturing or refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

Policy 1.10.3: The maximum intensity of industrial development shall be limited to 1.0 FAR.



**CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application**

DATE: August 22, 2017

FEE: _____

Project Name (if applicable): Hancock Road Property

Applicant: John Kingman Keating

Contact Person: John Kingman Keating

Address: 250 East Colonial Drive, Suite 300

City: Orlando State: Florida Zip: 32801

Phone: 407-425-2907 Fax: 407-843-8964

E-Mail: jkk@keatlaw.com

OWNER: See Schedule "A", Item 1 attached

Address: 250 East Colonial Drive, Suite 300

City: Orlando State: Florida Zip: 32801

Phone: 407-425-2907 Fax: 407-843-8964

E-Mail: jkk@keatlaw.com

General Location: 12838 Hancock Road, Clermont, Florida

Legal Description (include copy of survey):
See Scheudle "A", Item 2 attached

Property size (in acres or square feet): 35.871 (+/-)

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

Existing (Actual) Land Use: Agricultural

Existing Zoning: MP (Planned Industrial District) (Lake County)

Existing Future Land Use: Regional Commercial (Lake County)

Proposed Future Land Use: See Schedule "A", Item 3

Type of development proposed: See Schedule "A", Item 4



Proposed density (dwelling units/acre) or intensity: See Schedule "A", Item 5 attached

Proposed Zoning District: See Schedule "A", Item 6 attached

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

See Schedule "A", Item 7 attached

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

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

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

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

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



CFN 2010059734
Bk 03915 Pgs 2121 - 2123; (3pgs)
DATE: 06/11/2010 02:46:19 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 27.00
DEED DOC 0.70

RECORDING INFORMATION ABOVE THIS LINE

THIS WARRANTY DEED is made and executed this 20th day of May, 2010 by John Kingman Keating, a married person (the "Grantor") with a mailing address of 250 East Colonial Drive, Suite 300, Orlando, Florida 32801, to John Kingman Keating, as Trustee of the *Hancock Road Land Trust*, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein (the "Grantee") with a mailing address of 250 East Colonial Drive, Suite 300, Orlando, Florida 32801.

WITNESSETH: That the Grantor for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain property situate in Lake County, Florida, viz:

See attached Exhibit "A".

THE GRANTOR WARRANTS THAT THE ABOVE-DESCRIBED PROPERTY CONVEYED HEREBY IS NOT HOMESTEAD PROPERTY AS DEFINED BY THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA.

THIS WARRANTY DEED IS EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO CHAPTER 12B-4.013(32), F.A.C., AS IT IS TO A TRUSTEE AND WITHOUT CONSIDERATION.

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

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

FURTHER, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said real property is free from all encumbrances; except, taxes and assessments accruing subsequent to December 31, 2009 and all subsequent years, and all conditions, restrictions, reservations, limitations, easements of record, if any, zoning and other governmental regulations and other matters of record, provided, however, this reference shall not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has executed this Warranty Deed on the day and year first above written.

WITNESSES:



WITNESS SIGNATURE

PAMELA E. KLECKER

WITNESS NAME PRINTED



WITNESS SIGNATURE

MARY L. YARBROUGH

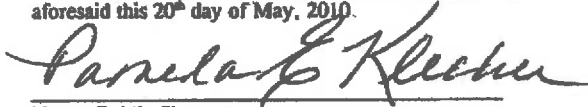
WITNESS NAME PRINTED

GRANTOR
JOHN KINGMAN KEATING


John Kingman Keating

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, John Kingman Keating personally appeared before me, and executed or acknowledged his/her/their previous execution of this instrument. I HEREBY FURTHER CERTIFY, that John Kingman Keating is/are the same person(s) either executing or acknowledging execution of the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: _____, WITNESS my hand and official seal in the State and County aforesaid this 20th day of May, 2010.


Notary Public Signature

(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



EXHIBIT "A" - LEGAL DESCRIPTION

An undivided fifty percent (50.00%) interest in the real property described as follows:

PARCEL 1

That part of the West 1,660 feet of the Northwest one-quarter ($\frac{1}{4}$) of Section 34, Township 22 South, Range 26 East, less the South 1,575 feet of the North one-half ($\frac{1}{2}$) of the West 1,660 feet of said Northwest one-quarter ($\frac{1}{4}$) and less the road right-of-way of Hancock Road on the West, being more particularly described as follows:

Commence at the Northwest corner of said Section 34 for a point of reference; Thence, run South 89°07'07" East, along the North line of said Northwest one-quarter ($\frac{1}{4}$), a distance of 25.00 feet to a point lying on the Easterly right-of-way line of Hancock Road (County Road 3-1255) as described in Official Records Book 474, Page 999 of the Public Records of Lake County, Florida, said point being the Point of Beginning; Thence, departing said right-of-way line, run South 89°07'07" East, along said North line, a distance of 1,635.24 feet to the East line of the aforesaid West 1,660.00 feet; Thence, departing said North line, run South 00°05'31" East, parallel with and 1,660.00 feet East of, perpendicular measure, the West line of said Northwest one-quarter ($\frac{1}{4}$), a distance of 949.48 feet to the North line of the aforesaid South 1,575.00 feet; Thence run North 89°33'12" West, along said North line, a distance of 1,635.07 feet to the aforesaid East right-of-way line, Thence run North 00°05'31" West, along said right-of-way line, a distance of 961.89 feet to the Point of Beginning.

The above tract of land lies in Lake County, Florida and contains 35.871 acres more or less.

Alternately described as:

PARCEL 1

That part of the West 1,660 feet of the Northwest one-quarter ($\frac{1}{4}$) of Section 34, Township 22 South, Range 26 East, less the South 1,575 feet of the North one-half ($\frac{1}{2}$) of the West 1,660 feet of said Northwest one-quarter ($\frac{1}{4}$) and less the road right-of-way of Lake Hancock Road on the West, being more particularly described as follows:

Commence at the Northwest corner of said Section 34 for a point of reference; Thence, run North 90°00'00" East, along the North line of said Northwest one-quarter ($\frac{1}{4}$), a distance of 25.00 feet to a point lying on the Easterly right-of-way line of Lake Hancock Road (County Road 3-1255) as described in Official Records Book 474, Page 999 of the Public Records of Lake County, Florida, said point being the Point of Beginning; Thence, departing said right-of-way line, run North 90°00'00" East, along said North line, a distance of 1,635.24 feet to the East line of the aforesaid West 1,660.00 feet; Thence, departing said North line, run South 00°57'45" East, parallel with and 1,660.00 feet East of, perpendicular measure, the West line of said Northwest one-quarter ($\frac{1}{4}$), a distance of 949.22 feet to the North line of aforesaid South 1,575.00 feet; Thence run South 89°43'18" West, along said North line, a distance of 1,635.12 feet to the aforesaid East right-of-way line, Thence run North 00°57'47" West, along said right-of-way line, a distance of 957.16 feet to the Point of Beginning.

SCHEDULE "D"
OWNER SIGNATURE PAGE
ATTACHED TO OWNERS'S AFFIDAVIT
(COMPREHENSIVE PLAN AMENDMENT APPLICATION)

**JOHN KINGMAN KEATING, AS TRUSTEE
OF THE HANCOCK ROAD LAND TRUST
(OWNER)**

John Kingman Keating, as Trustee

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this ____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

TONY H. ROPER (OWNER)

Tony H. Roper

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that Tony H. Roper personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this ____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

**BERT E. ROPER AND BARBARA C. ROPER
FAMILY LIMITED LIABILITY LIMITED
PARTNERSHIP (OWNER)**

By: _____
Charles F. Roper
As its General Partner

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument as General Partner of the Bert E. Roper and Barbara C. Roper Family Limited Liability Limited Partnership and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this ____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

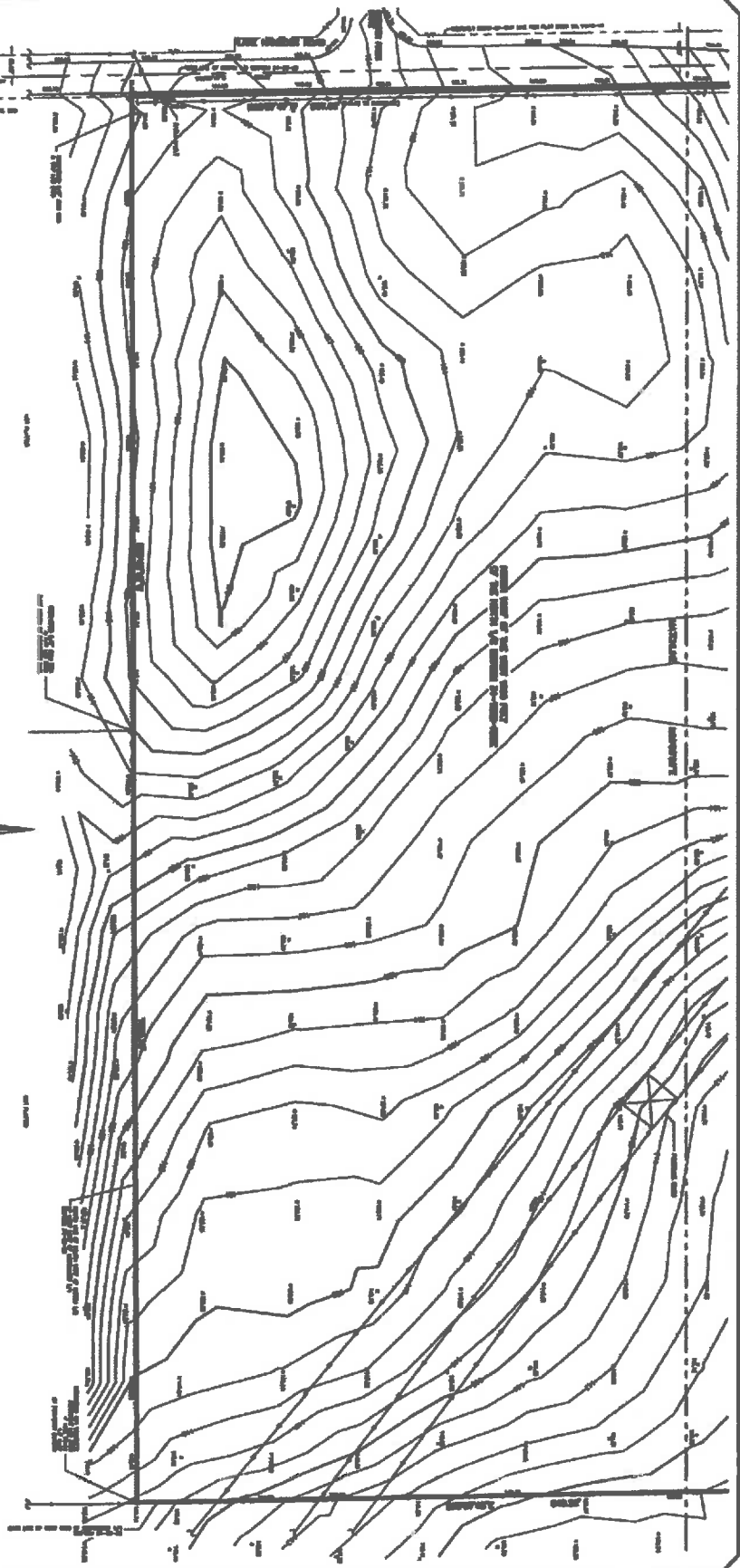
JOHN KINGMAN KEATING (APPLICANT)

John Kingman Keating, as Applicant

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that John Kingman Keating personally appeared before me and executed this instrument and that he is the same person executing the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license. WITNESS my hand and official seal in the State and County aforesaid this ____ day of August, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

[illegible]

The following are the names of the persons who have been elected to the office of Justice of the Peace for the year 1900:

NAME	RESIDENCE	EDUCATION	AGE	DATE OF BIRTH	DATE OF DEATH	DATE OF ELECTION	DATE OF EXPIRATION
John A. Smith	123 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John B. Smith	456 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John C. Smith	789 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John D. Smith	101 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John E. Smith	134 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John F. Smith	167 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John G. Smith	200 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John H. Smith	233 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John I. Smith	266 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John J. Smith	299 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John K. Smith	332 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John L. Smith	365 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John M. Smith	398 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John N. Smith	431 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John O. Smith	464 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John P. Smith	497 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John Q. Smith	530 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John R. Smith	563 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John S. Smith	596 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John T. Smith	629 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John U. Smith	662 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John V. Smith	695 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John W. Smith	728 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John X. Smith	761 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John Y. Smith	794 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John Z. Smith	827 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John A. Smith	860 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John B. Smith	893 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John C. Smith	926 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John D. Smith	959 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John E. Smith	992 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John F. Smith	1025 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John G. Smith	1058 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John H. Smith	1091 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900
John I. Smith	1124 Main St., New York	High School	35	Jan. 1, 1865	Dec. 31, 1900	Jan. 1, 1900	Dec. 31, 1900



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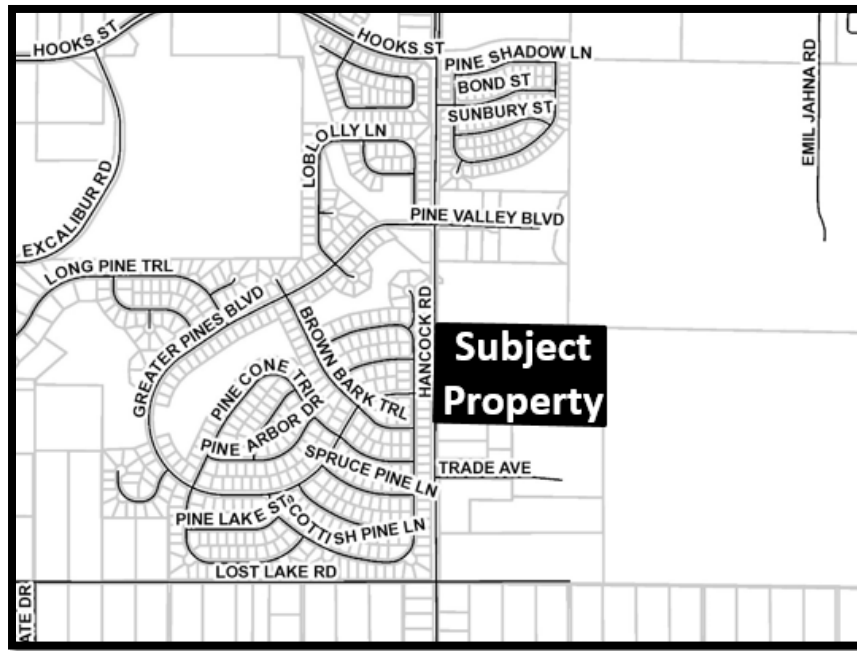
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CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2017-38

The City of Clermont will hold public hearings on Tuesday, October 3, 2017 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, October 10, 2017 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Industrial.

The City of Clermont will hold a public hearing on Tuesday, December 12, 2017 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: South of Hooks Street, North of Trade Avenue, East of Hancock Road.
Alternate Key 1593093 35.87 +/- acres***

Ordinance #2017-38:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 22 and November 28, 2017