



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 24, 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

PROCLAMATION

Red Ribbon Week

PRESENTATIONS

Florida Festivals and Events Association Award

Excellence in Financial Reporting Award

2016 Fire Department Annual Report

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 19, 2017 Regular Council Meeting minutes.

Item No. 2 - Surplus Request

Consider approval to declare end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Committee Appointment

Appoint Shannon Schmidt to the Lake County Educational Concurrency Review Committee and John Kruse as the alternate.

Item No. 4 - Bid Award - East Side Water Reclamation Improvements

Consider approval of bid award to L7 Construction, Inc. to provide expansion of existing wastewater dewatering facility in the total budgeted amount of \$1,332,777.

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- | | |
|-------------------------------------|---|
| Item No. 5 - Contract Award | Consider request to piggyback the Lake County B.C.C. contract with Tetra Tech, Inc. to provide disaster debris removal management and monitoring services in the estimated amount of \$60,000 in the event of a future emergency. |
| Item No. 6 - Sole Source Agreement | Consider sole source term contract with Xylem Water Solutions USA, Inc. in the estimated annual budgeted amount of \$75,000. |
| Item No. 7 - Resolution No. 2017-58 | Consider authorizing surplus and a quit claim of city property (0.011 acres) to Victory Pointe, LLC. |
| Item No. 8 - Resolution No. 2017-59 | Consider authorizing the issuance of a Water and Sewer Revenue Refunding Bond, Series 2017 in a principal amount not to exceed \$11,000,000. |

UNFINISHED BUSINESS

- | | |
|--|--|
| Item No. 9 - Ordinance No. 2017-27; <i>Final Withdrawn</i> | The ordinance introduction was withdrawn at the October 10, 2017 Council Meeting. |
| Item No. 10 - Variance Requests
<i>Sherwin Williams</i> | Consider requests to allow for a reduction of the required parking, rear-yard setback, and land scape buffers for a vacant parcel located at 840 E. Hwy. 50. |

NEW BUSINESS

- | | |
|--|---|
| Item No. 11 - Variance Request
<i>Moretti</i> | Consider request to allow for a 9 foot rear yard setback for property located at 3435 Grayton Court. |
| Item No. 12 - Variance Request
<i>Mind Immersions</i> | Consider request for a parking reduction of five (5) spaces. |
| Item No. 13 - Resolution No. 2017-38
<i>Blue Water Car Wash</i> | Consider request for a Conditional Use Permit to allow a carwash facility for property located north of S.R. 50 and east of Auto Plex Lane. |

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Item No. 14 - Variance Request
Blue Water Car Wash

Consider requests to allow for a reduction of the required 30 feet canopy accessory structure setback and a reduced perimeter landscape buffer width for property located north of S.R. 50 and east of Auto Plex Lane.

Item No. 15 - Resolution No. 2017-51
Transtech Auto

Consider request for a Conditional Use Permit to occupy an existing automotive service center located at 1220 Oakley Seaver Drive.

Item No. 16 - Ordinance No. 2017-45 *Introduction*
Huber

Consider ordinance to vacate a 15 foot unimproved right-of-way west of US 27 and north of Caspian Lane for development purposes.

ADJOURN

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

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



WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts;

NOW, THEREFORE , I Gail L. Ash, Mayor of the City of Clermont, Florida, do hereby proclaim October 23 through October 31, 2017, as

Red Ribbon Week

in the City of Clermont, Florida.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand this 24th day of October, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk



Annual Report 2016



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A Message from the Fire Chief

It has been my privilege to lead this department through another year of excellent public safety service to the community. This will be my 47th year as a member of the Clermont Fire Department and my 27th year as Fire Chief. With that said it has only been 18 years since hiring our 1st paid firefighters. Soon due to another successful grant application we will add another 9 bringing total department staff and sworn members to 83. In this short amount of time the department has made great strides and faced many challenges. I am sure that many difficult challenges may yet be ahead of us. I am equally sure that we will tackle those issues with the same tenacity and teamwork that we have in the past to bring about the best possible outcome. It wasn't that long ago that we were experiencing serious declines in revenues due to the sluggish economy and our fleet of fire apparatus and our stations were in in bad shape. In the last 3 years we have purchased nearly 4 million dollars in new apparatus and equipment and have repaired and painted all of our facilities.

The population of Clermont in the early 70's was around 8,000 and the department ran about 50 calls per year. Currently the population is approaching 33,000 and we respond to approximately 6,000 calls for service. With that said, one can look at these tough issues and how we must do more with less as a problem that has no real solution or an opportunity to rise above the fray. By collaborative relationships with our stakeholders we can prove once again that the fire service through innovation, efficiency and sacrifice can weather the storm. I want you to know that I am committed to delivering the finest Fire and EMS product to the citizens of this City that the people will support.

I would also like to take this opportunity to recap some of the high-points of our department's efforts. All residential and commercial buildings in the City currently enjoy an Insurance Service Offices (ISO) Public Protection Classification (PPC) rating of level 2. This is the 3rd time that CFD has lowered its rating since I have been the Fire Chief. This was only possible through the hard work and dedication of our administrative staff and members of this department. ***Out of 45,000 fire departments surveyed in the U.S. this rating puts CFD in the top 2.4 percent.*** This rating is used to determine insurance premiums for properties within the community. We are currently on track to gain International Accreditation. The fact that **there are only 216 accredited departments worldwide and only 21 in Florida** will serve to put Clermont Fire Department on an elite list of national and international Fire Departments.

Clermont Fire Department has been working hard to keep pace with current technology and best practices. Some examples of this are: integrated communication system in with every other public safety department (Police, Fire, EMS) in the county with a state of the art 800 MHZ radio system to insure interoperability between all agencies. Another innovation is the installation of Mobile Data Terminals (MDT's) to facilitate our Computer Aided Dispatch (CAD) software in our fire apparatus. Because of the training and quality of CFD paramedics together with our EMS partners the citizens of Clermont enjoy one of the highest cardiac arrest survival rates in the country through innovative medical protocols such as induced hypothermia.

As I said earlier we have replaced many of our old apparatus with new units: 4X4 brush truck, two engines, Battalion vehicle, a fleet of 3 new Prevention vehicles, 2 assistant Chief staff vehicles, new 100' Tower, and soon to be new Heavy Rescue, another engine and a Chiefs vehicle. We recently moved into our fourth station which was another example of forward thinking. This station was a collaboration between Clermont Fire Department and Lake County Fire Rescue and is the first station cohabitated by two departments in the county. The citizens of Clermont and Lake County will see significant savings for sharing the cost of this station. Wow! It is truly amazing when you actually write down just a few of the things that we have accomplished in a short time. I hope you are as "pumped" as I am about the future. Thanks for all of your dedication and contributions to our mission.



The Fire Chief's Office

Accomplishments

The Clermont Fire Department and Lake County Fire Rescue's held their grand opening on September 23, 2016 for the new Station 104/90 located at 13341 Hartle Road, Clermont started operating under an interlocal service boundary agreement, (ISBA) through the combined efforts of Fire Chief Carle Bishop and Lake County Public Safety Director John Joliff. This agreement provides coordination in planning, service delivery and boundary adjustments while balancing the needs of the community.

Clermont Fire Department continues to focus on their

Capital Improvement Plan and updating fleet.

The FD's Capital Improvement plan identifies capital purchases designed through a planning schedule by prioritizing the city's needs and budget. The FD updated a new 100' Aerial Tower apparatus and equipment replacing a 1989 102' Aerialcat and the department took ownership of a new 2016 Pierce Pumper for Station 104 first due apparatus. The Fire Department is currently working on the design of a Heavy Rescue and will continue working on their 5 year plan and budget approvals for FY 2016-17.

City of Clermont Fire Department Promoted 6 Lieutenants and hired 4 new firefighters to preserve and enhance the quality of life for the growing Clermont Community. Due to the opening of Station 104, 3 Lieutenants were assigned to the new Station 104 and 3 Lieutenants were assigned to our newest Tower 103 apparatus located at Station 103. The newly appointed Lieutenant process upheld the Champion title demonstrating teamwork, commitment, and perseverance. Clermont Fire Department also added four new Firefighters to their team to assist with staffing. The FD Lieutenant's and FF's

join a team who provide exceptional services to the City of Clermont, the Choice of Champions.

Clermont Fire Department received a Public Fire Education Safety Trailer through the Assistance to Firefighters Grant in the amount of \$95,000. CFD received the interactive fire safety trailer which highlights fire safety, fire sprinklers, exit drills, smoke detectors operation and severe weather simulations. This Fire Education will enhance the safety of the Clermont public with a goal to reduce injury and prevent death among high-risk populations. The Clermont Fire Department and Fire Prevention continue to educate and commit to loss prevention in our community. The department preserved 88 percent of property value exposed to fire in 2016.

The FD successfully utilized internal Field Training Officers to prepare 4 of the FD EMT personnel to test out with LEMS Medical Director to be upgraded to Paramedic status to provide advanced life support to the Clermont citizens.

Objectives for 2017

- 1) Achieve International Accreditation by continuing to complete requirements and submit documentation for Accreditation under the Commission on Fire Accreditation International- includes the development of performance measures, documentation on compliance with nationally accepted performance indicators and the development of a Fire Department strategic plan.
- 2) Lower ISO rating to a Class 1
- 3) Hire a Training Officer to develop training program

Promotions

Clermont conducted a promotional process in 2016 to promote 3 Lieutenants for Engine 4 and 3 Lieutenants for Tower 2.



Hiring

Clermont hired 4 firefighters in 2016. Three firefighters were hired to replace firefighter promoted to lieutenant. The 4th firefighter filled FF. DeMarinis position.



Bruce Mace, William Whitaker, Christopher Hynes and Michael Rock

Special Projects

Accreditation

What is "Accreditation"?

Accreditation is a comprehensive self-assessment and quality improvement model that enables organizations to examine past, current, and future service levels and internal performance and compare them to current research and industry best practices. This process leads to a more efficient and effective emergency service organization.

CPSE's Accreditation Program, administered by the Commission on Fire

Accreditation International (CFAI) allows fire and emergency service agencies to compare their performance to:

- Determine community risk and safety needs and develop community-specific Standards of Cover.
- Evaluate the performance of the department.
- Establish a method for achieving continuous organizational improvement.

Local government executives face increasing pressure to "do more with less" and justify their expenditures by demonstrating a direct link to improved or expanded services. Particularly for emergency services, local officials need criteria to assess professional performance and efficiency.

The CFAI accreditation process provides a well-defined, internationally -recognized benchmark system to measure the quality of fire and emergency services.

Performance Evaluation Categories:

The Commission on Fire Accreditation International (CFAI) accreditation model includes these performance evaluation categories:

- Assessment and Planning
- Essential Resources
- External Systems Relations
- Financial Resources
- Goals and Objectives
- Governance and Administration
- Human Resources
- Physical Resources
- Programs
- Training and Competency

Each category includes a measure or index on which a judgment or division can be based, as well as indicators that define the desired level of ability to perform a particular task. The Accreditation model includes a comprehensive research and information collection guide with checklists, exhibits, benchmarks, references, and activities broken down by category. Several appendices address additional topics including defining the elements of response time, creating standards of response coverage, and developing master or strategic plans.

Four Steps to Accreditation

The process of achieving accreditation includes four steps or levels:

Step 1. Becoming a Registered Agency

Any fire or rescue agency may become a Registered Agency. This status allows a department to be involved with the Accreditation process at a low cost for three years. Registered Agencies gain access to the CFAI network, receive the CPSE monthly newsletter, and obtain a copy of the latest edition of the Fire

& Emergency Service Self-Assessment manual, the resource on which self-assessment and accreditation is based, and a copy of the latest edition of the Community Risk Assessment: Standards of Cover. This is the time for an agency to send its fire chief and accreditation manager to the CFAI basic workshop training.

Step 2. Becoming an Applicant Agency

Agencies that are ready to make the commitment to accreditation use the Applicant Agency Status Form to notify the CFAI program manager and submit the appropriate fee. The agency then receives an Applicant Agency packet of the materials needed to proceed. While holding this status (18 months for career agencies and 24 months for volunteer agencies) an Applicant Agency is assigned a volunteer mentor via the CFAI SharePoint website to serve as a resource. A SharePoint site is created for the agency so the mentor can review document drafts and offer feedback and advice.

Step 3. Becoming a Candidate for Accreditation

Following the self-assessment process (including the community risk analysis, standards of cover, and strategic planning components) a Candidate Agency's completed documents are uploaded to the CPSE SharePoint site for peer review. When the Candidate Agency's documents are approved, an on-site peer assessment is conducted. The peer assessment team submits a final report on its recommendation for accreditation to the agency and the commission.

Step 4. Achieving Accreditation

The commission hears the candidacy report from the peer assessment team leader in the presence of the Candidate Agency's representatives during the commission's spring or fall meeting. At this point, the commission grants, denies, or defers accreditation. Accreditation is valid for five years. (Commission on Fire Accreditation International (CFAI) <http://www.cpse.org/agency-accreditation/the-process.aspx>)

Clermont completed steps 1 and 2 in 2015. Step 3 and 4 was started in 2016 and will be completed in 2017.

ISO

In April of 2016 the Insurance Service Organization reduced Clermont Public Classification (PPC™) Rating from a “3” to a “2”.

The PPC program evaluates the fire protection for small to average size buildings. The community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection - as measured by the PPC program and low fire losses. ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- Needed Fire Flow, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- Emergency Communications, including emergency reporting, telecommunicators, and dispatching systems.
- Fire Department, including staffing, training, geographic distribution fire companies, and operational considerations, and community risk reduction.
- Water supply, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared to the amount needed to suppress fires up to 3,500 gallons per minute.

A Class 1 represents an exemplary fire suppression program, and a Class 10 indicates that an area's fire suppression program does not meet ISO's minimum criteria. Clermont is classified as an ISO Class 2.

(<https://www.isomitigation.com/fsrs/fire-suppression-rating-schedule-fsrs-overview.html>)



Station 4

The new station, located at 13341 Hartle Road, is the first of its kind joint venture between the county and a city. While Lake County Fire Rescue will continue responding to calls in the county and Clermont will handle calls in the city, the city and county will be able to assist each other with backup to calls and in the event another unit is tied up.

Clermont and five other cities have also entered into agreements with the county that allow the closest fire truck available to respond quickly to emergencies, which have improved response times, according to data.

There are three firefighters from Lake County Fire Rescue serving at the station per day.

County and Clermont officials see the new station as a win-win, stating it will save taxpayers money.

“It has been a long time coming,” said County Commission Chairman Sean Parks. “I am extremely happy to see our firefighters in a better environment. Hopefully this joint fire station will beckon new and improved intergovernmental coordination between the county and the cities.”

Clermont officials say with the city annexing almost all of the property to the Orange County line, it will allow the city’s fire department to have more of an eastern presence as new development continues in that area.

The county would still be responsible for coverage of the turnpike and other unincorporated parts of Lake County. Station 104, the joint station with the county, is Clermont’s fourth fire station.

“The city of Clermont is proud to be part of the first joint station with Lake County,” said Clermont City Manager Darren Gray. “This is a cost effective idea that will benefit the county and city residents alike and allow for quick response to emergencies in our growing east side. We look forward to the public getting to tour the station at our open house in September.” Clermont Fire Chief Carle Bishop said: “We’ve been operating since Monday; and so far, everything



has been going smoothly. I think it's going to be a great relationship.” Livi Stanford -*Daily Commercial August 23, 2016*

Mission Statement

It is our mission to protect the life and property of our customers – The citizens and visitors of the City of Clermont by providing public safety services, fire suppression, fire prevention and education, advanced life support emergency medical services and hazardous incident mitigation at the highest level of service in a courteous and ethical manner.

Vision Statement

To be a world-class fire department in both the eyes of our community and in the results of our services. To be a pillar upon which our community can lean by providing well-equipped, highly-trained, exceptional personnel who respond swiftly to the emergent and non-emergent needs of the City of Clermont. Our vision is realized through constant evaluation and enhancement of those services, needs, and personnel. We are the few protecting many, we are the hope for those without, and we are the Clermont Fire Department.

Guiding Principles:

The Clermont Fire Department is an Organization That Strives to Be an Organization That:

- Fosters a sense of ownership and purpose by articulating a clear vision, mission, and set of values
- Interlocking teams which encourage responsible power sharing and participation by all members of the organization
- Selects the best possible people and through trust and training helps these people realize their full potential
- Fosters teamwork by encouraging cooperation and awareness of individual strengths
- Delegates decision making to the lowest possible level giving its people reasonable autonomy and expecting accountability in return
- Encourages growth and development
- Through enthusiastic leadership and high standards challenges people to be excellent
- Encourages reasonable risk taking within a context of clear organizational goals
- Provides opportunities for intrinsic motivation: involvement with others, control over one's own work, and the ability to effect the direction of the organization
- Develops pride in performance by setting clear expectations and then recognizing and reinforcing achievements by “catching people doing something right”
- Creates a sense of involvement and commitment through intense communications, telling people what they want to know as well as what they need to know

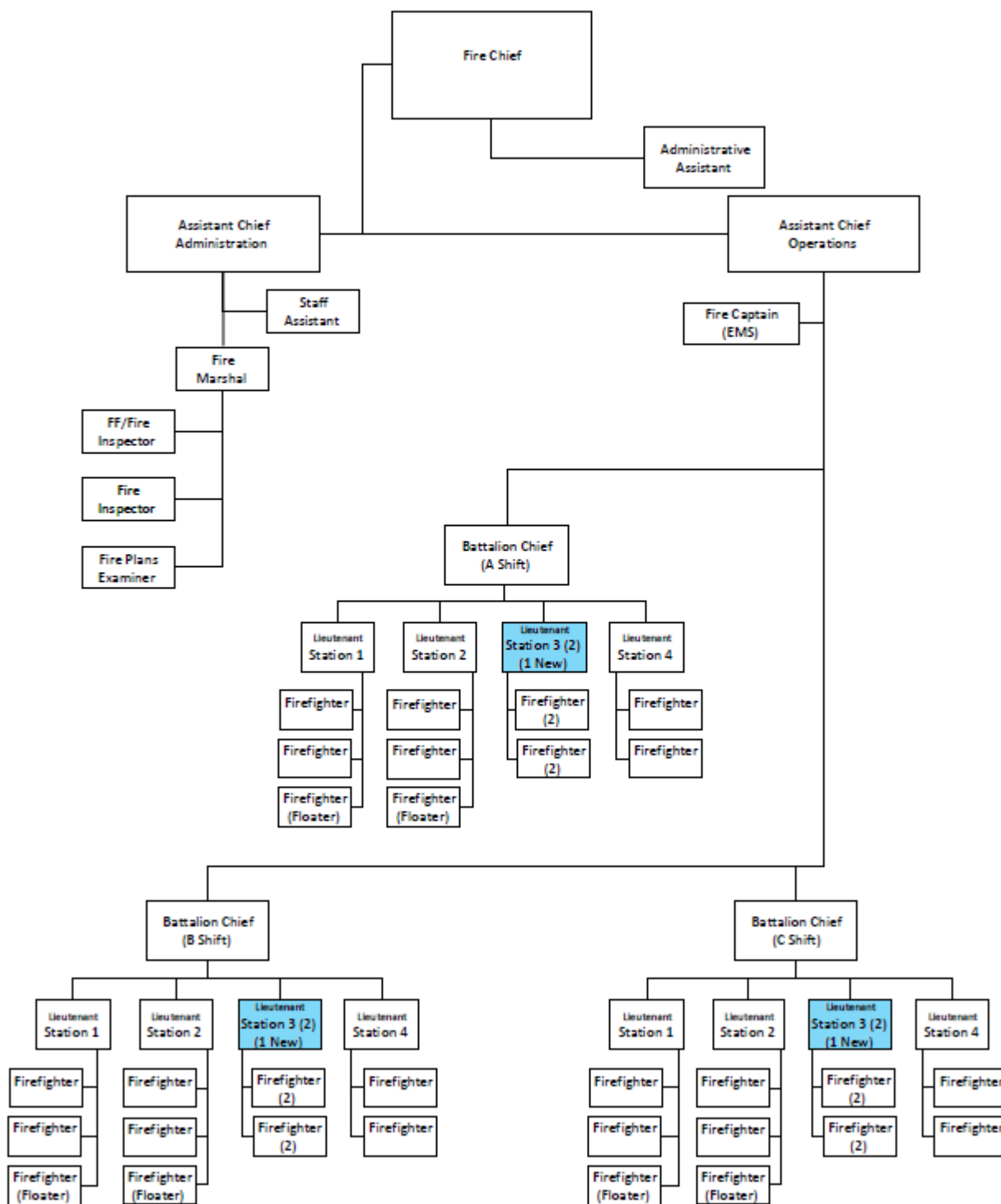


April 2016 Citizens Academy

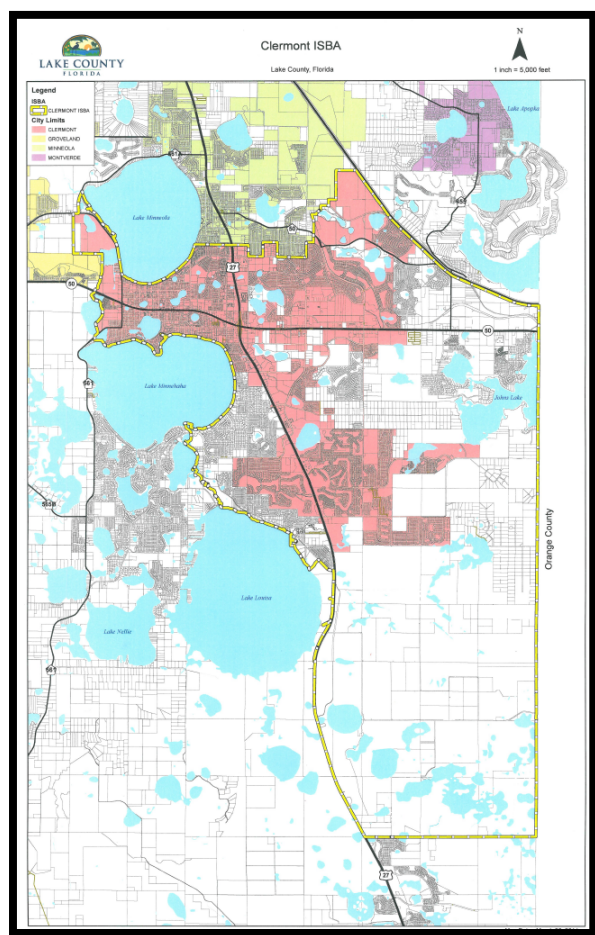


Organizational Chart

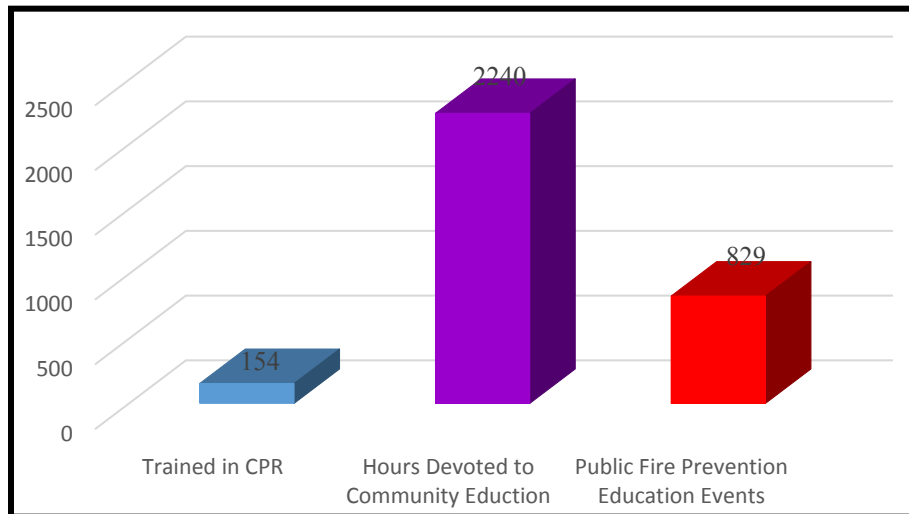
FIRE DEPARTMENT FISCAL YEAR 2015 - 2016



Service Area



Community Outreach



Clermont partners with the Marine Corps Toys for Tots Campaign. The program for the 2016 season assisted over 200 families in the Clermont area.



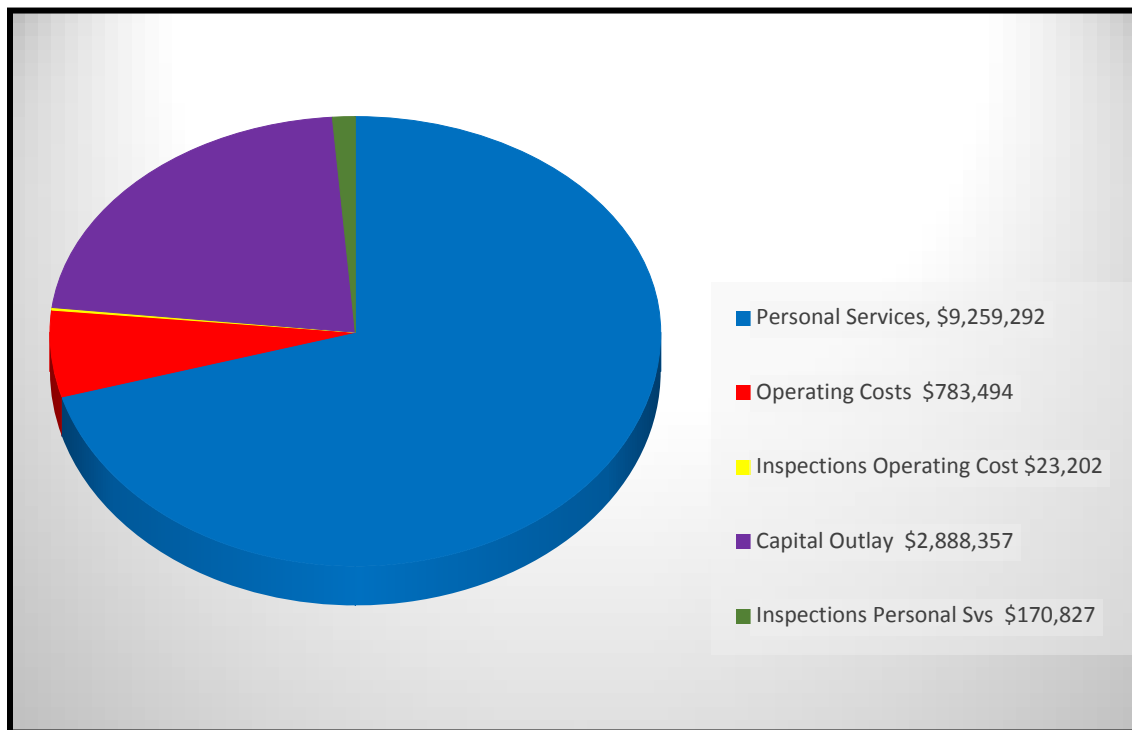
Clermont Fire Department provides school age children with important fire and life safety educational opportunities



Clermont Fire Department supports parents by providing car seat installation and instruction.

122,723 Clermont citizens received some form of fire prevention education in 2016

Budget



2016/2017 Approved Budget \$7,559,291



Clermont Fire Department Training

Captain Dara Hennessey

Heavy Rescue coming in 2017



Training Mission:

"The City of Clermont Fire Departments Division of Professional Standards and Training is committed to promote, support, and foster employee development and organizational effectiveness by providing high-quality educational training through progressive techniques and opportunities that meet the departments overall strategic objectives."

This was accomplished through a comprehensive maintenance program as well as the inclusion of progressive instruction in accordance with industry standards that meet or exceed Federal, State, or Local requirements. Focus areas for the year included:

- Employee training and professional development (Fire and Special Operations)
- Maintenance of training records consistent with industry standards and requirements
- Guidance and succession planning
- Orientation training to new incumbent personnel

New Hire Orientation:

The Training Division successfully began new hire

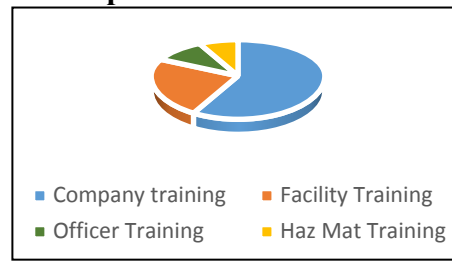
Orientation for four personnel and accomplished approximately 135 hours of classroom lecture, EMS,

and hands on training. Several drills were conducted to include:

- Live Fire Drills
- Firefighter Bailouts
- Mayday Scenarios
- Engine/Truck Company Operations
- Fire Behavior and Reading Smoke



Annual Training Hours Accomplished:



- Total: 5,411 hours
- 4,945 hours Company Training
- 246 hours facility Training
- 162 hours Officer Training
- 59 hours Hazardous Materials Awareness Training



Fire Department FTO's

From Left: FF Micah Warren, FF Tim Massicotte, Lt. Bryan Bull, Captain Dara Hennessey, Lt. Ryan Vollmer, Lt. Steven Smith, Lt. Robert Wozniak

The FTO's responsibilities include instructional delivery of department approved training. They are responsible for the assistance (as part of a training team) for all shift level training and the facilitation of the practical hands portion in the field so not to disrupt daily service delivery and operational demands on the department. Under the supervision and direction of the Training Captain, they also develop training; facilitate and track company training, as well as special operations training of their individual shifts. In addition, they are responsible for assisting in the instruction of New Hires through the orientation process set forth by the department.

They play a key role in the advancement and progression of the department overall. A total of 9 FTO's are ideal for a department our size due to the complexity and high risk of the services we provide. That includes: 3 EMS FTO's, 3 Fire FTO's, and 3 Special Operations FTO's. Our department provides a level of emergency services (to include technical rescue-high angle, confined space, heavy vehicle machinery rescue, etc.) that far exceeds those outside our city limits. As the community continues to grow and our service levels increase, the natural progression of the department places significant demands on continuing education in an effort

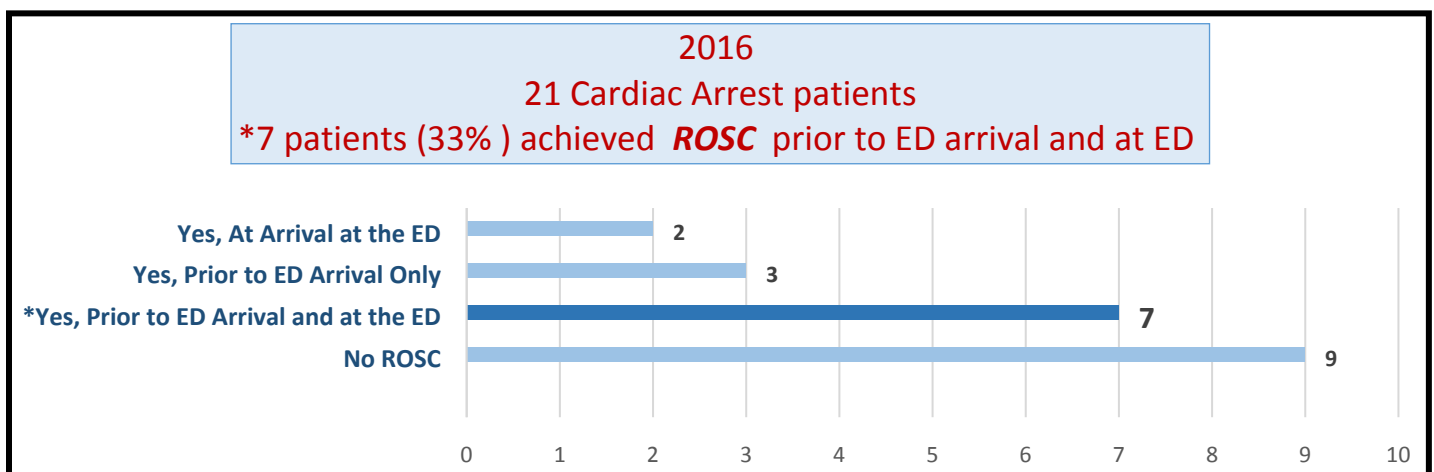
to meet and maintain industry standards. This involves constant refresher training, recertification, and educational advancement to be able to provide our community with the excellent services that we currently provide.

Emergency Medical Services

The EMS - Division supports fire operations by administrating and managing the Fire Department's EMS program so that internal and external customers are provided with current information and professional pre-hospital medical and health services.

The primary goal of the EMS - Division is to assure the Fire Department's responding Advanced Life Support Engine Companies and assigned Firefighter/EMT and Firefighter/Paramedic personnel provide "exceptional" emergency medical pre-hospital treatment to the public in order to reduce morbidity and mortality in a timely and fiscally responsible manner. This is consistent with the City of Clermont's mission statement: *"To preserve and enhance the quality of life for the Clermont community by providing exceptional services"*.

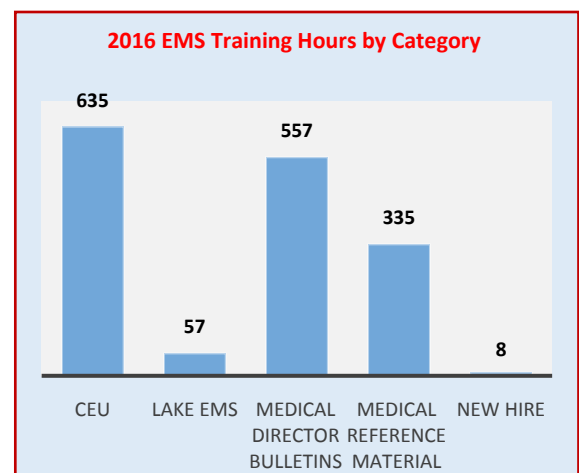
In 2016, the Department responded to 21 (non-traumatic) Cardiac Arrest incidents; 33 % of those individuals had a Return of Spontaneous Circulation (ROSC) prior to or during transport to the Hospital. Pre-hospital ROSC is an indicator of increased patient survival post Cardiac Arrest. The Department's ROSC percentage rate surpasses the national ROSC average of the low teens to mid-twenties, depending on the area of the Country you reside.



The EMS - Division receives department oversight under the direction of the Assistant Fire Chief of Operations, while working closely with the Lake Emergency Medical Services (LEMS) Medical Director, Dr. Desmond Fitzpatrick M.D., in the design and development of EMS training and EMS operational programs, which comply with State of Florida legal mandates, health issues, and minimization of legal liabilities.

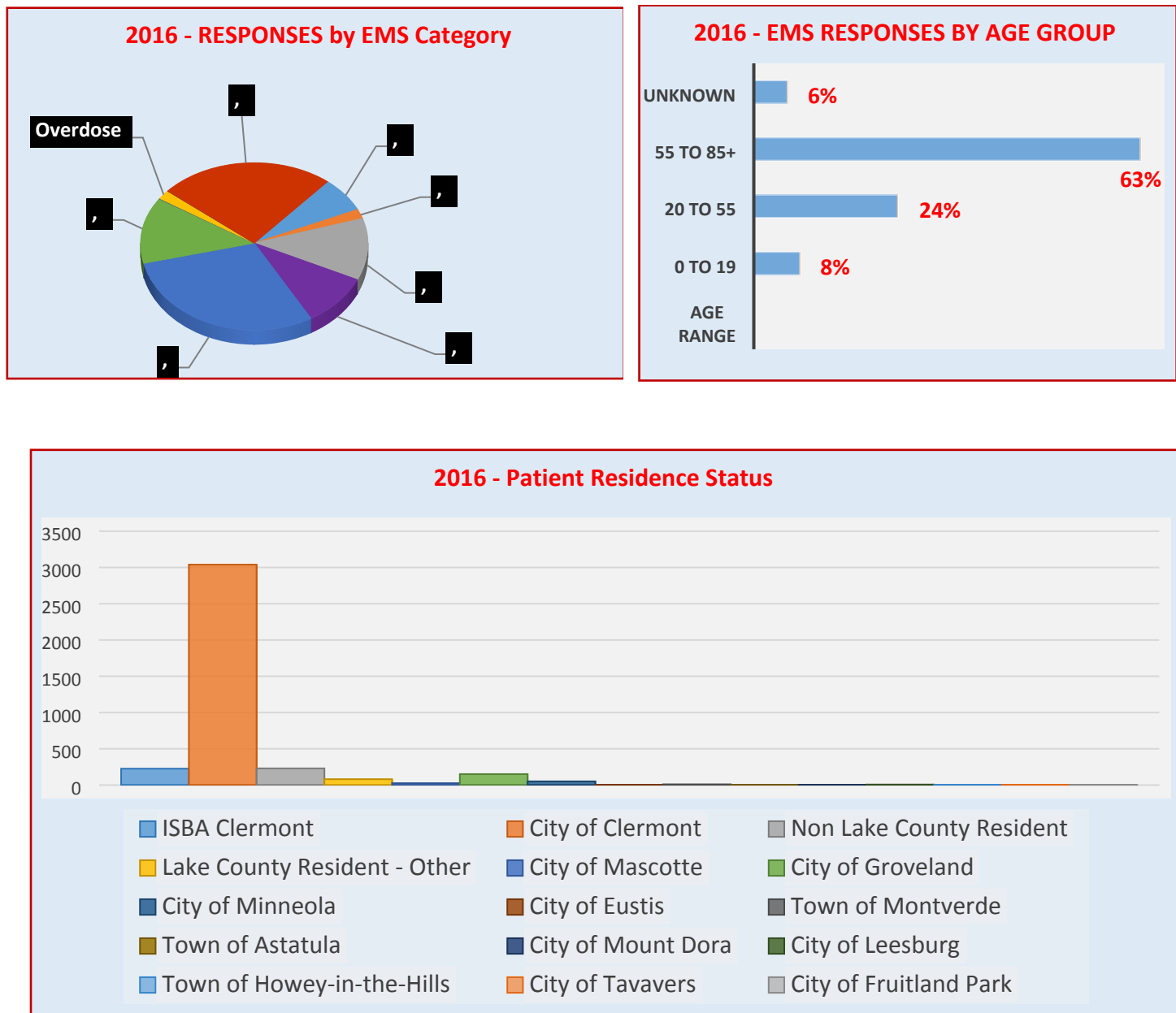
Our EMS Division, in partnership with the LEMS Medical Director, Dr. Desmond Fitzpatrick, M.D, provides our Department's Firefighter/EMTs and Firefighter/Paramedics training opportunities to satisfy their State of Florida mandated biannual recertification requirements, as well as fulfilling his [Dr. Fitzpatrick's] specific EMS continuing education [CEU] requirements for our personnel.

In 2016, Department Personnel completed over 1590 hours of training in various EMS subjects and or Protocol related equipment including: Cardiac, Airway, Trauma, Medical, OB/Pediatrics, Operations, 12 Lead EKG recognition, pharmacology, ACLS [Advanced Cardiac Life Support] and PROTOCOL revision(s) and equipment familiarization. Many of the lectures were delivered by the Medical Director, EMS Captain, EMS/FTO or outside agency instructors. The EMS training is a combination of lecture and didactic as well as skill based "hands on".



Through the tutelage of the EMS Field Training Officers: Lt/PMD Ty Chapel, Lt/PMD Dean Luginbuhl, FF/PMD Sean Sacco, 5 FF/EMT personnel successfully completed the Department’s Paramedic Provisional Program, which includes up to 600 “field” contact hours, Protocol and EMS Skill testing, as well as the “test out” process with the Medical Director in which [to his satisfaction] he evaluates their EMS Knowledge and Critical Thinking skills”.

Other areas of interest:



Facilities and Fleet



Fire Station 1 (101)
439 W. Highway 50
(Geographical
planning zones 101,
102 and 103)
Engine 101 staffed
with 2 firefighters
and 1 lieutenant



Fire Station 2 (102) –
2200 Hartwood
Marsh Road
(Geographical
planning zones 201,
202 and 203)
Ladder 102 staffed
with 2 Firefighters
and 1 Lieutenant



Fire Station 3 (103) – 2155
Legends Way
(Geographical planning zones
301, 302, 303, 304 and 305)
Engine 103, staffed with 2
firefighters and 1 lieutenant
Tower 103, staffed with 2
firefighters and 1 lieutenant
Heavy Rescue 103 either or with
Tower 103, Battalion 101, staffed
with 1 battalion chief



Fire Station 4
(104/90) – 13341
Hartle Road
(Geographical
planning zones 401,
402 and 403)
Engine staffed with
2 firefighters and 1
Lieutenant



Public Education Trailer



Medical Cart for Special Events



Marine 100



Clermont Fire Department

Accomplishments:

- \$49,200,861 Property Valued saved
- XX ROSCs
- Accreditation Project
- Company Officer Academy
- SLH HazMat Drill
- Established DOG Review Committee
- 4 New hires
- 3 New Lieutenant Promotions

Annual Responses:

Total: 6,170 Incidents

- 1941 Fire Incidents
- 4229 EMS Incidents
- Response Times –Time from call dispatched to arrival: 4.32 min 90% of the time

Fire Department Marine 100

Lt Richie Keith, FF Sean Sacco, FF Jimmy Pacheco,



New Apparatus:

- Marine unit M102
- Heavy Rescue on order
- Engine on order
- EMS cart

Significant Incidents:

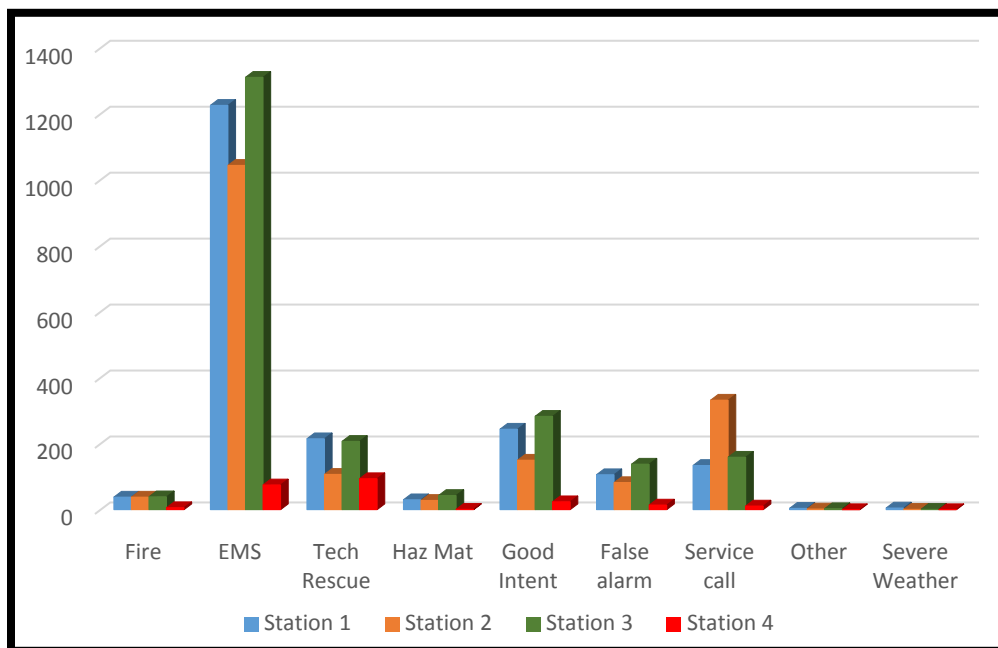
- Warehouse Fire
- Hurricane Matthew
- Plane Crash
- Automotive Shop Fire (Juniata)

New Hire Class 1601



Bottom Left to Right: FF Rock, FF Hynes, FF Whitaker, FF Mace
Fire Chief Carle L. Bishop

Call Volume by Station and Incident Type



Clermont Fire Department responded to 6171 emergency and non-emergency calls during the 2016 calendar year. This is approximately a 12.8 percent increase in Fire and EMS incidents as compared to 2015.



2016 Property Conversation and Loss

Incident Number	Fire Type	Property Value	Loss	% Loss
2016-677	Building	\$121,634	\$40,000	32.89%
2016-788	Building	\$3,960,885	\$15,000	0.38%
2016-939	Building	\$1,961,348	\$65,000	3.01%
2016-960	Brush/grass	\$196,437	\$7,000	3.56%
2016-982	Fire-other	\$2,229,829	\$210,000	9.41%
2016-1179	Building	\$485,144	\$100	0.025
2016-2305	Building	\$172,769	\$1,150	0.67%
2016-2401	Building	\$140,382	\$1,200	.085%
2016-2677	Cooking	\$214,281	\$500	0.23%
2016-3354	Building	\$103,678	\$200,198	100%
2016-3790	Building	\$188,515	\$100,500	53.3%
2016-3802	Outside equipment	\$223,175	\$150	0.07%
2016-5442	Building	\$789,345	\$2,000	0.25%
2016-5711	Building	\$68,226	\$2,000	2.93%
Value lost		\$10,855,648	\$644,798	5.94%
Value Saved			2016	94.06%

Special Operations

Vehicle and Machinery Extrication



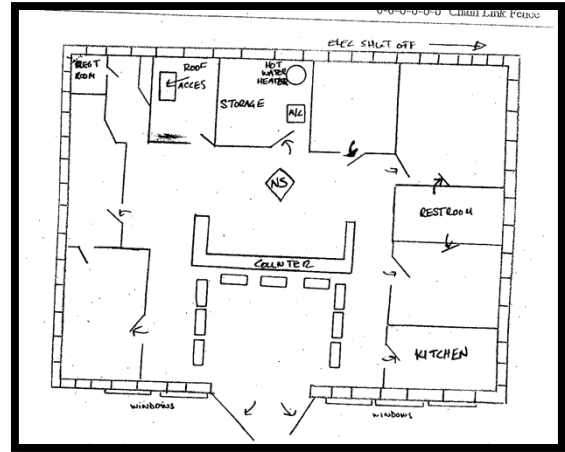
Hazardous Materials Emergencies



Above/Below Grade, Confined Space Emergencies

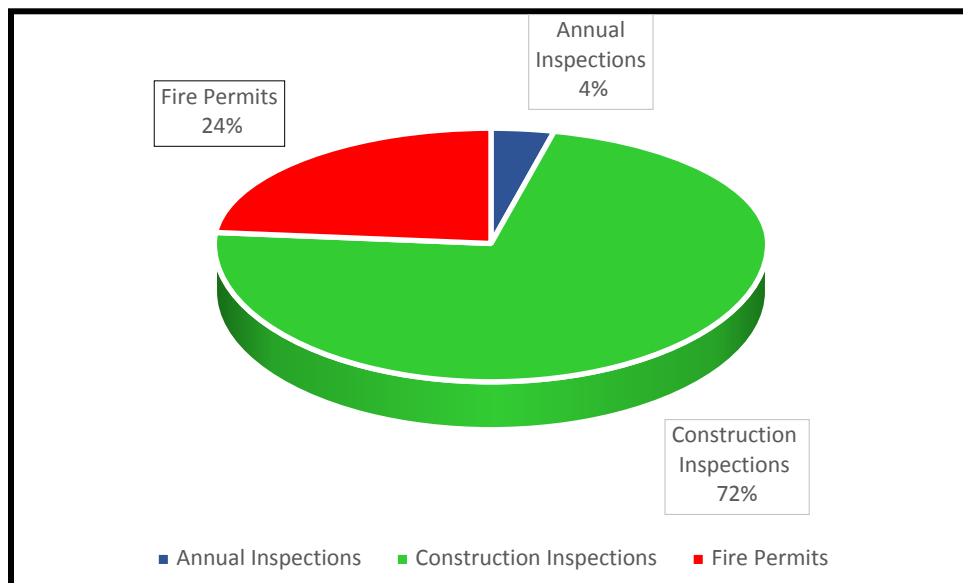


Clermont Fire Department Fire Prevention



Clermont Fire Prevention Unit provides new and existing inspection services, including review of new construction and renovation of existing building to ensure construction follows applicable fire prevention codes. Inspectors inspected 30,000,617 square feet of building space. On average, each inspector inspected 12,000,247 square feet of building space.

Inspection Activities





Joe DeMarinis
End of Watch July 14, 2016

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 19, 2017

Clermont City Council met in a regular meeting on Tuesday, September 19, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

Mayor Ash read the Constitution Week proclamation aloud.

PUBLIC COMMENTS

There were no public comments.

REPORTS

City Manager Gray reported on Hurricane Irma. The Emergency Operations Center opened on September 9, 2017 at 3pm and ceased operation on September 11, 2017 at 3pm. The City's Emergency Operation Center was held at the new Police Department with more than 83 people on the team from the Police, Fire, Finance, Information Technology, Public Works, Development Services, and the Environmental Services Departments. The team assessed damages after the winds died down and Police Officers were stationed throughout the City. City Hall offices were closed at noon on Friday September 8, 2017 and reopened on Tuesday, September 12, 2017.

City parks are open with the exception of Lake Hiawatha Preserve due to the number of trees which are down and the flooding on the west side. The east side of Lake Hiawatha Preserve is operational.

The Environmental Services lift station generators were up and running with no loss of power.

The Lake County Property Appraiser estimated Hurricane Irma damages of \$32 million as of today. He thanked Economic Development and Community Redevelopment Agency Director Schmidt for her efforts.

The Federal Emergency Management Agency declared Lake County as a disaster area and eligible for reimbursement. The City has waived all permit fees related to Hurricane Irma until October 13, at which time the City will reassess permit fees. Homeowners will continue to be required to complete a permit application.

Traffic signals were out throughout the City; however, all roadways are open. A boil water alert was issued for 39 residents who were notified immediately.

The City has an Interlocal Agreement with Lake County for debris removal, and the debris removal process began on September 18, 2017. Lake County authorized contractors to remove debris in the gated communities as well. Lake County schools re-opened today.

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He thanked Fire Chief Bishop, who remained in contact with the Emerald Lakes Mobile Home Park which had some flooding. The City distributed over 38,000 sand bags for Hurricane Irma.

City Manager Gray thanked Assistant Fire Chief Silvestris for the great job he did running the Emergency Operation Management center.

He announced the food truck event at Waterfront Park on September 20, 2017 from 6pm to 9pm.

City Manager Gray introduced the new Environmental Services Director Dennis Westrick.

City Attorney Mantzaris reported in 2003 the City entered into a settlement agreement with Lake Utility Services regarding the City's utility service area. Utilities, Inc. is a private provider who has petitioned the Public Services Commission to acquire a small wastewater system which is being operated by the Barrington Estates Homeowners Association, which is within the City's agreed upon service area. The City should step forward and object to the Utilities, Inc. acquisition request. City Attorney Mantzaris requested authority to pursue objection to the transfer of assets from the Barrington Estates Homeowners Association to Utilities, Inc. on basis of the 2003 settlement agreement.

Capital Planning, Grants, and Projects Director Kinzler commented there are approximately 150 homes in the Barrington Estates subdivision, which is located in the western part of the City's sewer service area.

Council Member Mullins inquired if the City was in a position to take over the assets.

Capital Planning, Grants, and Projects Director Kinzler stated the City tasked Tetra Tech with evaluating the western service area. The City will continue to move forward to tie the western portion into the City's system.

City Attorney Mantzaris requested a motion to pursue an objection to the transfer to Utilities, Inc.

Council Member Mullins so moved; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Bates thanked City Manager Gray for his leadership during Hurricane Irma. He reported on visiting the Emergency Operations Center on Saturday, September 9, 2017 and thanked Assistant Fire Chief Silvestris for his work. Council Member Bates announced National Night Out will be held on October 3, 2017 at Waterfront Park and the Lake County League of Cities will meet on October 4, 2017 at the Lake Receptions facility in Mount Dora.

Council Member Goodgame commented the staff did a wonderful job in preparation of, during, and after Hurricane Irma. The City was well prepared. He spoke with Congressman Ross on the difficulties with FEMA regarding storm debris removal in gated communities and Congressman Ross will have the issue resolved.

Council Member Mullins agreed the staff did a wonderful job and thanked the citizens for helping each other.

Council Member Travis thanked her community for picking up trash and debris.

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Mayor Ash reported on attending the ground breaking ceremony for Suncreek Brewery, Savoree Deli, and Michael Ali's pizza restaurant on August 25, 2017. Ms. Ash attended the ribbon cutting and dedication service for the Seventh Day Adventist Church on August 26, 2017 and attended the Lake Apopka Natural Gas District meeting on August 28, 2017. Mayor Ash welcomed back the Central Florida Task Force from Texas on September 5, 2017, which included Firefighter Micah Warren, who was deployed to Beaumont, Texas following Hurricane Harvey. Coffee with the Mayor was held at Champion Barbershop on September 16, 2017. Mayor Ash commended and spoke of the outstanding work of City staff in preparation of, during, and following Hurricane Irma.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the July 25, 2017, August 8, 2017, and August 22, 2017 Council Meeting minutes.

Item No. 2 – Interlocal Agreement

Consider transfer of jurisdiction from Lake County to the City for a portion of a 15-foot unimproved right-of-way located west of U.S. Highway 27 and north of Caspian Lane.

Item No. 3 – Bid Award

Consider bid award to Marbek Construction Co. for the construction of a pre-engineered metal building in the total tentative Fiscal Year 2018 budgeted amount of \$547,800.00.

Item No. 4 – Contract Award

Consider request to piggyback the School Board of Broward County contract with PFM Asset Management, LLC. to provide investment advisory services.

Item No. 5 – Contract Award

Consider approval of single source award to NuTerra Management, LLC. to provide hauling and processing of organic green waste material to compost facility in the estimated annual tentative Fiscal Year 2018 budgeted amount of \$90,000.00.

Council Member Goodgame pulled Item 3.

Council Member Mullins moved to approve Consent Agenda Items 1, 2, 4, and 5; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Goodgame expressed concern of awarding a contract to Marbek Construction due to the City's prior experience with their quality of work. City Manager Gray stated staff met with Marbek Construction and staff is confident of their work quality.

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Council Member Mullins spoke of the City's ability to closely monitor their work.

City Attorney Mantzaris stated Marbek Construction was the General Contractor and has the right to hire subcontractors.

Capital Planning, Grants, and Project Director Kinzler stated he would be involved in the project.

Council Member Mullins moved for approval of Consent Agenda Item 3; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame in opposition.

UNFINISHED BUSINESS

Item No. 6 – Variance Request – *Sherwin Williams*

Senior Planner McGruder presented the request to construct a new 4,000 square foot retail store on a vacant parcel of land at the corner of East Highway 50 and Milholland Drive. The current zoning of the property is C-2 General Commercial. The requested variances are to allow for a reduction of seven parking spaces, allow a rear yard setback of 12 feet, allow for a reduced width of the perimeter landscape buffers for the north and east buffers, allow for a reduced width for the landscape buffers adjacent to rights of way for the south and west buffers, and allow for a reduced building facade landscaping of 25 percent. Staff recommended denial of the variance requests.

Mark Jonnatti; Jonnatti Architecture, was present representing Sherwin Williams. The site is an odd shaped site located next to Wendy's. The Sherwin Williams process was reviewed. The proposed building will be 4,000 square feet, 40 feet wide and 100-foot long, and half of the building will house a staging area. The informal parking study of nearby Sherwin Williams facilities showed there was rarely more than 5 cars on site. Sherwin Williams completed their marketing study on the site and would not have selected the site if parking would be an issue.

Ravi Alur; Aspire Engineering, stated they attempted to provide the number of parking spaces required. The required buffer can be provided on the east portion of the property. The City's landscaping requirements can be met. The three foot right of way and the sidewalk requirements will not allow for the required landscape buffers. The dumpster location setback requirements will be met. Milholland Street will be used for delivery truck access to the site, which will be two times per week. The Public Works Department was contacted regarding the intended route and there were no objections.

Mr. Jonnatti commented they are asking for flexibility on three sides of the site for landscaping, setbacks, and parking. The front setback and landscape buffer on State Road 50 can be met, and additional green space will be added to the State Road 50 landscape buffer.

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

Council Member Bates asked of the number of employees. Mr. Jonnatti noted there were two employees.

Council Member Bates inquired of the number of parking spaces at the site. Mr. Jonnatti stated there would be 13 parking spaces.

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Council Member Bates inquired of the delivery hours. Stephen Tomlin; DRP Owner, stated they receive deliveries mid-morning or late afternoon twice a week. The business would be open from 6am to 7pm with only one employee in the evening.

Council Member Mullins asked of the Crown Lounge sign. Mr. Alur stated the sign would not be moved. The sidewalk will be placed around the sign.

Council Member Mullins expressed concern of the site size. He asked of the size of the delivery trucks. Mr. Tomlin indicated the trucks are 53 feet long and deliveries could be made at night.

Mr. Tomlin commented Sherwin Williams is a low impact user and would be a nice addition to the area. The store will provide relief to the other stores in the area.

Council Member Bates preferred deliveries to occur in the evening hours.

Council Member Goodgame inquired of the hours for night deliveries. Mr. Tomlin stated the deliveries would occur after closing.

Council Member Travis noted the building was too large for the property and suggested reducing the retail floor space.

Mr. Jonnatti commented the footprint presented was the smallest Sherwin Williams will accept.

Council Member Goodgame was opposed to reducing the number of parking spaces by 30 percent.

Council Member Mullins was concerned of the amount of the landscape buffer reduction request.

Planning Manager Henschel indicated the landscape buffer requirement on Highway 50 is 20 feet and the landscape buffer requirement on Milholland is 15 feet. The landscape buffer requirement between the proposed site and Wendy's is 10 feet.

Mayor Ash commented the site was not large enough for the proposed plan.

Mr. Jonnatti asked Council to table the request and Sherwin Williams return with a parking study and landscape plan.

Council Member Mullins moved to table to October 10, 2017; seconded by Council Member Bates. The motion passed with all members present voting aye.

Council Member Mullins asked they return with plans to protect the Crown Lounge sign and have a parking agreement with the Crown Lounge.

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The following three items were heard concurrently and voted on separately.

Item No. 7 – Ordinance No. 2017-28 – *Final, Clermont Ridge Senior Villas Annexation*

City Clerk Ackroyd Howe read Ordinance 2017-28 aloud by title only.

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.

Item No. 8 – Ordinance No. 2017-29 – *Final, Clermont Ridge Senior Villas Small Scale Comprehensive Plan Amendment*

City Clerk Ackroyd Howe read Ordinance 2017-29 aloud by title only.

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

Item No. 9 – Ordinance No. 2017-30 – *Final, Clermont Ridge Senior Villas Rezoning*

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

Senior Planner Kruse presented the request to annex 6.35 acres of property located north of Hunt Trace Boulevard and west of Oakley Seaver Drive. The applicant; New Beginnings Housing, Inc., wishes to receive services from the City to develop an age-restricted senior housing development. Staff recommended approval of the annexation request.

The applicant is requesting a Small Scale Comprehensive Plan Amendment to change the future land use from Lake County's Urban Medium to the City's High Density Residential designation which will allow a maximum of up to 12 units per acre. Staff recommended approval of the Small Scale Comprehensive Plan Amendment.

New Beginnings Housing, Inc. is requesting a rezoning change to a Planned Unit Development. Senior Planner Kruse reviewed the revised site plan. Staff recommended approval of the rezoning request.

Attorney Jimmy Crawford was present on behalf of the applicant. The goal of the newly formed non-profit is to provide affordable senior housing. The location is a magnet for retirees and Lake County has limited affordable housing for seniors. The site is challenging to develop as there are areas with a 100-foot drop. The site will not be mass graded, which will leave the trees along two edges of the project.

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Steve Smith; Applicant, stated there are many seniors who are living only on their social security income and moved forward with a project in recognition of the need. The state will provide \$14 million in funds to make this a reality. The proposed project is surrounded by commercial property and the site will be developed with sixteen small 5-unit ranch home style buildings. The residents will be 62 years of age and older and will have a maximum income of \$23,000. The potential residents will go through a background check.

Jeff Banker; Highland Engineering, spoke in support of the proposed project. The project was designed with the topography and terrace the development within the interior of the site. Mr. Banker was available to answer any questions.

Attorney Crawford commented on four major complaints, traffic, appearance, noise and crime. The generated traffic would be half of the traffic which is allowed. The buildings will not have an institutional appearance; they will be based on a garden home concept of 2,300 square foot one-story homes. The project will not have outdoor recreation areas and the buildings will face toward the interior of the project and the lake. The applicant is requesting 10-foot walls, which will eliminate any noise. The project will not be a high crime area as the age group begins at 62 years old.

Mayor Ash opened the public hearing.

Justin Matherne, 1211 Laurel Haven Court; Laura Zahn, 1203 Fairgreen Court; Erin Mills, 1201 Laurel Haven Court; and Richard Grim, South Lake Forest Homeowners Association; spoke in opposition of the request citing concern for fire truck access, traffic congestion, lack of open space, drainage into Johns Lake, the placement of the entrance, Planning and Zoning Chairman contact with the applicant, and the high density of the proposed project.

Lois Ketay, 1600 South Highway 27; Sandra Edwards, 1718 Silhouette Drive; Johnson Abraham, 1511 Pier Street; Gloria Jackson, 10201 South Highway 27; Darryl Church, 11611 Lake Katherine Circle; Dee Espach, 10201 South Highway 27; Richard Bisailon, 960 Johnson Drive; and Nick Jones, 1320 Bowman Street; spoke in support of the project.

City Attorney Mantzaris clarified the Chairman of the Planning and Zoning Board did advise of having a conversation with the applicant, which is not prohibited by law. The law requires the disclosure of the conversation.

Mayor Ash closed the public hearing.

Mayor Ash recessed the meeting at 8:48pm. Mayor Ash reconvened the meeting at 9:00pm.

Attorney Crawford addressed the concerns of the proposed project. The proposed project is 50 percent green space, St. Johns River Water Management District will not allow drainage into Johns Lake, the entrance location was requested by the nearby Homeowners Association, and the density is medium density.

Council Member Goodgame noted he has been involved in the project. He stated he has no financial interest in the project.

Council Member Bates noted he met with the applicant and was in favor of the project.

City of Clermont
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Council Member Mullins noted Mr. Smith mentioned the project to him at a South Lake Chamber of Commerce meeting. He stated there is a need for the project in Clermont and liked the concept of the project.

Council Member Travis noted she spoke in-depth with Mr. Smith regarding the project. She was in favor of the project; however, she was opposed to the location.

Council Member Goodgame commented on the background check requirements as positive. He stated a property management company would maintain the landscaping. The front portion of the project is set back 20 feet and will not be visible from the road. The project does have a clubhouse and the individual units are no larger than a home.

Council Member Mullins spoke in agreement with Council Member Travis on the location of the project.

Council Member Travis commented on the land use change from Urban to High Density and the possibility of the property selling to another developer and expressed concern of the long term ramifications.

Council Member Mullins asked if Council could have a restriction tying the density to the current proposed project.

City Attorney Mantzaris stated the project was zoned as a Planned Unit Development and any changes would have to return before the City Council.

Mayor Ash disclosed Mr. Smith had shown her the drawings. She expressed concern of the properties to the east of the project and asked of the type of buffer which would be on the border of the property. Attorney Crawford indicated there was an existing vegetative buffer which will remain.

Mayor Ash suggested the project developer consider extending the vegetative tree.

Council Member Goodgame moved for approval of Ordinance 2017-28; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Council Member Goodgame moved for approval of Ordinance 2017-29; seconded by Council Member Bates. The motion passed 4 to 1 on a roll call vote with Council Member Travis in opposition.

Senior Planner Kruse clarified Ordinance 2017-30, Section 2 Item 2 will have the date of September 5, 2017, reflecting the revised site plan. The ordinance will also reflect the elevation change from 36 feet to 20 feet, up to 30 percent of the site will be replaced with 10 percent, and the site will have fill greater than 10 feet of cut up to 10 percent of the site. The entrance will go through the site review process with the City Engineer and the map will be revised.

Council Member Goodgame moved for approval as presented by staff; seconded by Council Member Bates. The motion passed 4 to 1 on a roll call vote with Council Member Travis in opposition.

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UNFINISHED BUSINESS

The following two items were heard collectively and voted on separately.

Item No. 10 – Event and Road Closure Request – *Clermont Downtown Partnership, Farmer’s Market and Merchant Faire*

Item No. 11 – Event and Road Closure Request – *Clermont Downtown Partnership, First Friday Family Food Trucks and Music on Montrose*

City Manager Gray stated the 90 day permits for both events expire the end of October. Staff met with the Clermont Downtown Partnership and they have addressed several of the issues.

Sandy Barnsworth, Clermont Downtown Partnership, stated she was hired by the Farmer’s Market and Merchant Faire and will be working on additional improvements to increase vendor participation and the quality of vendors. She is working with the downtown merchants to address any of their concerns. Ms. Barnsworth reviewed the current and future improvements which are in progress.

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

Council Member Mullins commented he did not review the material prior to the presentation. The Clermont Downtown Partnership has made changes within the organization and focused efforts on including new merchants. The residents would like to have a farmer’s market setup like the one in Winter Garden.

Council Member Travis was in favor of hiring a professional company through the bid process.

Council Member Bates was in favor of allowing the Clermont Downtown Partnership to run the Farmer’s Market and Merchant Faire for six months.

Council Member Mullins preferred to have the Clermont Downtown Partnership continue to run the Farmer’s Market and Merchant Faire.

Mayor Ash commented the City received complaints from residents and the City began seeking improvements to the Farmer’s Market and Merchant Faire. She would like see the event expand to the entire downtown merchant area instead of restricting the event to two streets. The vendors did not want to be a part of the Farmer’s Market and Merchant Faire because of how the event was run.

Council Member Mullins stated he understood there were 3 or 4 people who complained and feared retaliation. The Clermont Downtown Partnership did not retaliate against anyone who complained.

Council Member Travis inquired if the City went with a professional service to run the Farmer’s Market and Merchant Faire, would the Clermont Downtown Partnership still run First Friday Family Food Trucks and Music on Montrose.

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Council Member Mullins commented the Farmer's Market and Merchant Faire was a major revenue source for the Clermont Downtown Partnership. The Clermont Downtown Partnership would have to re-evaluate their position and determine if they could continue to exist and cover expenses without the Farmer's Market and Merchant Faire.

Council Member Goodgame commented the Clermont Downtown Partnership has made changes and Ms. Barnsworth has been hired to handle the Farmer's Market and Merchant Faire.

Council Member Bates moved for approval of the Farmer's Market and Merchant Faire request through the end of January 2018; seconded by Council Member Goodgame.

Council Member Mullins requested the approval for six months. The motion was not amended.

The motion passed 3 to 2 with Mayor Ash and Council Member Travis in opposition.

Sandy Barnsworth; Clermont Downtown Partnership, reviewed the changes to the First Friday Family Food Trucks and Music on Montrose event. She noted she spoke to the downtown merchants regarding the changes and the benefits to the downtown merchants.

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

Council Member Mullins moved for approval of the First Friday Family Food Trucks and Music on Montrose events; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

PRESENTATION

Downtown Parking Update

Economic Development and Community Redevelopment Agency Director Schmidt and Richard Levy; Levy Consulting, presented information on the lack of accessible parking perception in downtown, the parking study, inventory utilization, immediate improvements, special event parking, public private options, and the Master Plan improvements.

The immediate recommendation was to adopt form-based codes for downtown which change the focus of zoning classifications to be more urban and pedestrian friendly.

The short term recommendations included clarifying wayfinding for parking; eliminating onsite parking minimums; encouraging employees, owners, and event vendors to park in remote public parking lots; adding to existing on-street parking through Master Plan Streetscapes; utilize 2-hour maximum parking times on Montrose Street, use of an educational campaign, using shared parking agreements, pilot test valet parking.

The long term recommendations included examining support for parking garages and explore funding strategies.

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Item No. 12 – Downtown Restaurant Site

Economic Development and Community Redevelopment Agency Director Schmidt commented the Master Plan identified a key element included deployment and development adjacent to existing restaurants on the waterfront. The City is in discussion with Rusteak for the development of a restaurant pad site.

City Manager Gray stated any contract would be brought before the Council.

Council Member Mullins asked of the number of parking spaces required by City Code.

City Manager Gray will meet with Rusteak on parking.

Item No. 13 – Ordinance No. 2017-27 – *Introduction, Repeal and Replace Chapter 102-Signs Table to October 10, 2017*

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.

Council Member Mullins moved to table Ordinance 2017-27 to October 10, 2017; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 14 – Ordinance No. 2017-32 – *Introduction, Medical Marijuana Ban*

City Clerk Ackroyd Howe read Ordinance 2017-32 aloud by title only.

An Ordinance of the City of Clermont, Lake County, Florida, related to medical marijuana dispensaries and cannabis farms, repealing in its entirety Ordinance 2016-48 and amending Chapter 18 “Businesses,” creating Article III “Medical Marijuana Dispensaries and Cannabis Farms”, providing for purpose and definitions, declaring medical marijuana dispensaries and cannabis farms unlawful and prohibiting, providing for use of medical marijuana, providing for effect of annexation, and providing for enforcement and penalties for violation; providing for conflict, severability, codification, and an effective date.

Council Member Goodgame moved to introduce Ordinance 2017-32; second by Council Member Bates. The motion passed with all members present voting aye.

Item No. 15 – Ordinance No. 2017-33 – *Introduction, Anderson Hill Annexation*

City Clerk Ackroyd Howe read Ordinance 2017-33 aloud by title only.

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.

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Council Member Mullins moved to introduce Ordinance 2017-33; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 16 – Ordinance No. 2017-34 – *Introduction, Anderson Hill Small Scale Comprehensive Plan Amendment*

City Clerk Ackroyd Howe read Ordinance 2017-34 aloud by title only.

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

Council Member Mullins moved to introduce Ordinance 2017-34; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame in opposition.

Item No. 17 – Ordinance No. 2017-35 – *Introduction, Anderson Hill Rezoning*

City Clerk Ackroyd Howe read Ordinance 2017-35 aloud by title only.

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

Council Member Mullins moved to introduce Ordinance 2017-35; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame in opposition.

ADJOURN: With no further comments, this meeting was adjourned at 10:42pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 24, 2017	
Agenda Item Name	
Surplus Request	
Requested Action	
Recommend to approve and declare end of life inventory as surplus from City Manager's Office, City Clerk's Office, Parks and Recreation Department, Finance Department, Information Technology Department, Purchasing Department, Environmental Services Department, Police Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. City Clerk Qty: Property Description (3) Office chairs City Manager Qty: Property Description (1) Magnavox 27 inch TV (1) Magnavox DVD / VHS player Parks and Recreation Department Qty: Property Description (1) iPad Air 2, Model A1567 (damaged motherboard) Finance Department Qty: Property Description (1) Headset (non-working) (2) Calculators Information Technology Department Qty: Property Description (2) Metered Power Distribution Unit, Model AP-7260 (6) APC Sealed Lead Acid Battery, Model RBC4 (2) Dell Laptop Battery (defective), Model RYXXH 11.1V (1) Battery Module 48VDC, Model RBC43 (1) iPad Mini, Model A1432 (4) iPad 2 Tablets, Model A1395	

- (1) Dell Latitude E5570 Laptop (damaged in car wreck)
- (5) Dell Latitude E6510 Laptops
- (1) Dell Latitude E6420 Laptop
- (1) Dell Latitude E5430 Laptop
- (1) Dell Latitude E5420 Laptop
- (1) WatchGuard Firebox Edge XP2E6 VPN Firewall
- (1) Watchguard XTM 5 Series Firewall
- (5) Dell Optiplex 745 Desktop Computers
- (5) Dell Optiplex 755 Desktop Computers
- (1) Dell Rack Mounted Power Edge Server 2950
- (1) Xerox Phaser 6180 Laser Printer

Purchasing Department

Qty: Property Description

- (1) Microwave 1 cu.ft.

Environmental Services Department

Qty: Property Description

- (325) 95/65 Gallon Broken Trash Cans

Police Department

Qty: Property Description

- (1) 2002 Chevy Tahoe #2129, 144,719 Miles
- (1) 2006 Ford Crown Victoria #2149, 117,877 Miles
- (1) 2007 Ford Crown Victoria #2155, 109,435 Miles
- (1) 2009 Dodge Charger #2166, 135,050 Miles
- (1) 2009 Dodge Charger #2167, 152,390 Miles
- (1) 2010 Dodge Charger #2173, 175,499 Miles
- (1) 2004 Chevy Blazer #2202, 122,013 Miles
- (4) Motorola Hand Held Pocket PC (2003)
- (1) Kustom Signals Traffic Laser III
- (1) Canon EOS Camera w/Lens
- (5) Taser X26
- (5) Pocket Detective 2.1 Window Tint Meter
- (5) Stalker Dual Remote
- (3) Genesis II Radar w/ Controller

Public Works Department

Qty: Property Description

- (1) Scag Tiger Zero Turn Mower No. 4346
- (1) 1994 Ford 3430 Tractor No. 4352
- (1) 1997 Ford F250 No. 4241

Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$120,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	City Clerk Property Disposal	City Clerk Property Disposal.pdf
2.	City Manager Property Disposal	City Manager Property Disposal.pdf
3.	Purchasing Department Property Disposal	Purchasing Department Property Disposal.pdf
4.	Parks and Recreation Property Disposal	Parks and Recreation Property Disposal.pdf
5.	Finance Department Property Disposal	Finance Department Property Disposal.pdf
6.	Environmental Services Department Property Disposal	Environmental Services Department Property Disposal.pdf
7.	IT Department Property Disposal	IT Department Property Disposal.pdf
8.	Police Department Property Disposal	Police+Department+Property+Disposal.pdf
9.	Public Works Property Disposal	Public Works Property Disposal.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Tracy Ackroyd Howe Phone: 352-241-7331
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 3 office chairs

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: Oct 2, 2017

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



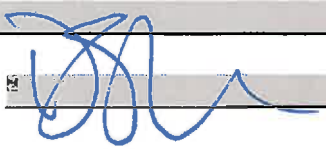
PROPERTY DISPOSAL FORM

Dept. / Division: CITY MANAGER Property Tag #: N/A
Contact Person: Debbie Rybarczyk Phone: 352-241-7358
Year / Make / Model: Magnovox 27MS345S May 2003 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: DNOA0319000020052
Description of Property Magnovox 27" Television

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: 

Date: 7/12/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



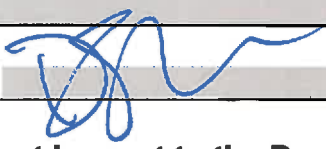
PROPERTY DISPOSAL FORM

Dept. / Division: CITY MANAGER Property Tag #: N/A
Contact Person: Debbie Rybarczyk Phone: 352-241-7358
Year / Make / Model: Magnovox-MDV530VR Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: D1010325005770
Description of Property Magnovox DVD/Video Player

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: 

Date: 7/12/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PURCHASING Property Tag #: N/A
Contact Person: Freddy Suarez Phone: 352-241-7352
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 4D917488B
Description of Property Microwave 1 cu.ft.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:** _____

Director Signature: Freddy Suarez

Date: 8-4-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



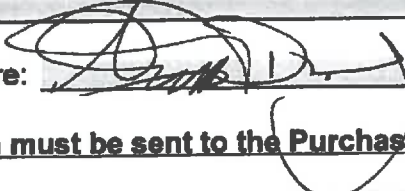
PROPERTY DISPOSAL FORM

Dept. / Division: P&R/CPAC Property Tag #: _____
Contact Person: Gary DeMumbrum Phone: 352-708-5955
Year / Make / Model: MODEL A1567 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: DLXPX060G5WQ
Description of Property iPad Air 2 (in your possession)

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:** _____

Director Signature: 

Date: 10/4/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: _____
Contact Person: Denise Ekas Phone: 352-241-7322
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 3 ~~working headsets~~, 1 non-working headset

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

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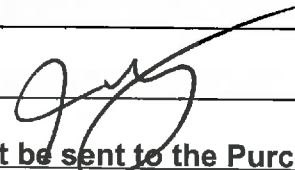
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☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

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☐ **OTHER:** _____

Director Signature: 

Date: Oct 4, 2017

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: _____
Contact Person: Becki Young Phone: 352-241-7367
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2 calculators

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

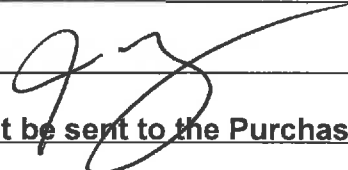
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☐ **OTHER:** _____

Director Signature: 

Date: Oct 4, 2017

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

PROPERTY DISPOSAL FORM

Department: Sanitation Property Tag #: none
Contact Person: Brian Camp Phone: 352-267-2558
Year / Make / Model: Otto 95/65 gal. trash carts Vehicle No. none
Miles / Hours: none Serial / VIN: none
Description of Property 325 95/65 gallon broken trash carts

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:** _____

Director Signature: 

Date: 10/12/2017

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

2 APC AP-7260 Metered Power Distribution Unit

Obsolete

Serial :

JA0243024747

JA0243026534

6 APC Sealed Non-spillable Lead Acid Battery (depleted), model: RBC4

Depleted batteries require recycling

3 iPad Tablets, model: A1395

Obsolete

Serial Numbers:

DN6H1ZWKDFHW	Black Targus Cover
DMPG5RXWDFHW	Black OtterBox Cover
DYTJ1AWHDJ8T	Grey magnetic Cover



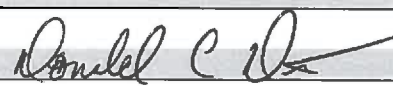
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: 7373
Year / Make / Model: A1395 Vehicle No.
Miles / Hours: Serial / VIN: DMTGF158DFHW
Description of Property iPad 2 w/ broken power switch, repairable

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:**

Director Signature: 

Date: 10/13/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

5 Laptop Computers, model: Dell Latitude E6510

Obsolete, hard drives wiped to zero state, no Operating system

Service Tags:

LT-4TFDQM1, LT-FSFDQM1, LT-DHKW3Q1, LT-18VV3Q1, LT-JSFDQM1

1 Laptop Computer, model: Dell Latitude E6420

Obsolete, hard drives wiped to zero state, no Operating system

Service Tags:

LT-DBC6BS1

1 Laptop Computer, model: Dell Latitude E5430

Obsolete, hard drives wiped to zero state, no Operating system

Service Tags:

LT-5BM2MX1

1 Laptop Computer, model: Dell Latitude E5420

Obsolete, hard drives wiped to zero state, no Operating system

Service Tags:

LT-GNSY5S1

5 Desktop Computers, model: Dell Optiplex 745

Obsolete, hard drives wiped to zero state, no Operating system, no internal memory

Service Tags:

B549CD1, 4649CD1, 2649CD1, DJ84CD1, 3K84CD1

3 Desktop Computers, model: Dell Optiplex 755

Obsolete, hard drives wiped to zero state, no operating system, no internal memory

Service Tags:

7CYJQF1, 9PF17G1, GPF17G1

2 Desktop Computers, model: Dell Optiplex 755

Obsolete, hard drives wiped to zero state, no operating system, no internal memory

Service Tags:

6FDBVK1, 8NFJBK1



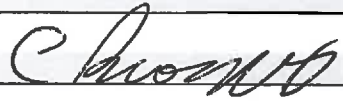
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10307
Contact Person: Daniel Creighton Phone: 352-536-8411
Year / Make / Model: 2002 Chevy Tahoe Vehicle No. 2129
Miles / Hours: 144,719 Serial / VIN: 1GNEK13252J317535
Description of Property Vehicle

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: 

Date: 10-9-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10393
Contact Person: Sgt. Dan Creighton Phone: 352 536 8411
Year / Make / Model: 2004 Chevrolet Blazer Vehicle No. 2202
Miles / Hours: 122,013 Serial / VIN: 1GNS13X74K161968
Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: 

Date: 10-10-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10317
Contact Person: Sgt. Dan Creighton Phone: 352 536 8411
Year / Make / Model: 2010 Dodge Charger Vehicle No. 2173
Miles / Hours: 175,499 Serial / VIN: 2B3AA4CV0AH176741
Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10388
Contact Person: Sgt. Dan Creighton Phone: 352 536 8411
Year / Make / Model: 2009 Dodge Charger Vehicle No. 2167
Miles / Hours: 152,390 Serial / VIN: 2B3KA43V39H597160
Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:** _____

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10294
Contact Person: Sgt. Dan Creighton Phone: 352 536 8411
Year / Make / Model: 2009 Dodge Charger Vehicle No. 2166
Miles / Hours: 135,050 Serial / VIN: 2B3KA43V39H597157
Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: 

Date: 10/12/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



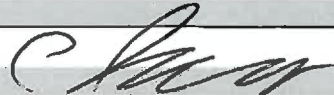
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10315
Contact Person: Sgt. Dan Creighton Phone: 352 536 8411
Year / Make / Model: 2007 Ford Crown Victoria Vehicle No. 2155
Miles / Hours: 135,050 Serial / VIN: 2FAFP71W27X134950
Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
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- ☐ **OTHER:** _____

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: unknown
Contact Person: Sgt. Dan Creighton Phone: 352 536 8411
Year / Make / Model: 2006 Ford Crown Victoria Vehicle No. 2149
Miles / Hours: 117,877 Serial / VIN: 2FABP71W96X158984
Description of Property Vehicle

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

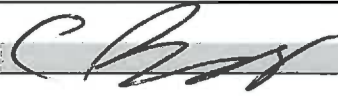
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☐ **OTHER:** _____

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00968
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: 2003 Motorola Pocket PC Vehicle No.
Miles / Hours: Serial / VIN: 8210520802295
Description of Property Hand Held Pocket Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

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☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00971
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: 2003 Motorola Pocket PC Vehicle No.
Miles / Hours: Serial / VIN: 8210520802474
Description of Property Hand Held Pocket Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

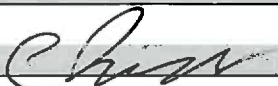
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☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00969
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: 2003 Motorola Pocket PC Vehicle No.
Miles / Hours: Serial / VIN: 8210520802414
Description of Property Hand Held Pocket Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

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☐ **OTHER:**

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00970
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: 2003 Motorola Pocket PC Vehicle No.
Miles / Hours: Serial / VIN: 8210520802389
Description of Property Hand Held Pocket Computer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

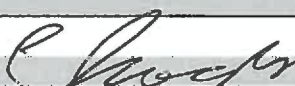
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☐ **OTHER:**

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00767
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Kustom Signals Pro Laser III Vehicle No.
Miles / Hours: Serial / VIN: 18242
Description of Property Kustom Signals Traffic Laser

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00283
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Canon EOS Vehicle No.
Miles / Hours: Serial / VIN: 0565679
Description of Property Canon EOS Camera with Lens Attached

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-306439
Description of Property X26 TASER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-331075
Description of Property X26 TASER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-10-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-331726
Description of Property X26 TASER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-12-17

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-329231
Description of Property X26 TASER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-12-17

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Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: TASER X26 Vehicle No.
Miles / Hours: Serial / VIN: X00-305941
Description of Property X26 TASER

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:**

Director Signature: C. Carter

Date: 10-12-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00934
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Pocket Detective 2.1 Vehicle No.
Miles / Hours: Serial / VIN: 71211
Description of Property Window Tint Meter

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

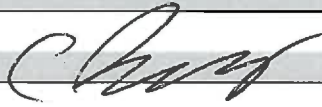
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☐ **OTHER:**

Director Signature: 

Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00933
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Pocket Detective 2.1 Vehicle No.
Miles / Hours: Serial / VIN: 71201
Description of Property Window Tint Meter

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

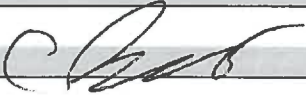
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☐ **OTHER:**

Director Signature: 

Date: 12-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00931
Contact Person: Diane Carter W Phone: 352-536-8438
Year / Make / Model: Pocket Detective 2.1 Vehicle No.
Miles / Hours: Serial / VIN: 71208
Description of Property Window Tint Meter

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00936
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Pocket Detective 2.1 Vehicle No.
Miles / Hours: Serial / VIN: 71214
Description of Property Window Tint Meter

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00935
Contact Person: Diane Carter Phone: 352-536-8438
Year / Make / Model: Pocket Detective 2.1 Vehicle No.
Miles / Hours: Serial / VIN: 71213
Description of Property Window Tint Meter

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Genesis II Select Vehicle No.
Miles / Hours: Serial / VIN: G2S-26717
Description of Property Genesis II Select Radar w/controller

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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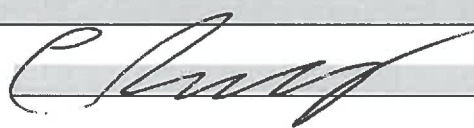
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☐ **OTHER:**

Director Signature: 

Date: 10-17-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Stalker Remote Vehicle No.
Miles / Hours: Serial / VIN: 043537
Description of Property Stalker Dual Remote

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-16-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00440
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Stalker Radar Vehicle No.
Miles / Hours: Serial / VIN: 1050
Description of Property Stalker Dual Radar

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 10/16/17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00549
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Stalker Radar Vehicle No.
Miles / Hours: Serial / VIN: DC22240
Description of Property Stalker Dual Radar

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

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☐ **OTHER:**

Director Signature: 

Date: 10-16-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00044
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Stalker Radar Vehicle No. _____
Miles / Hours: _____ Serial / VIN: DC11305
Description of Property Stalker Dual Radar

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:** _____

Director Signature: 

Date: 10-16-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Stalker Radar Vehicle No.
Miles / Hours: Serial / VIN: 043537
Description of Property Stalker Dual Radar

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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☐ **OTHER:**

Director Signature: 

Date: 10-16-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



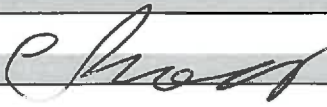
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Genesis II Select Vehicle No.
Miles / Hours: Serial / VIN: G2S-20774
Description of Property Genesis II Select Radar w/controller

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OTHER:**

Director Signature: 

Date: 10-16-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt Edwards Phone: 352-536-8406
Year / Make / Model: Genesis II Select Vehicle No.
Miles / Hours: Serial / VIN: G2S-25138
Description of Property Genesis II Select Radar w/controller

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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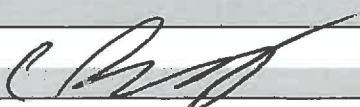
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☐ **OTHER:**

Director Signature: 

Date: 10-16-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

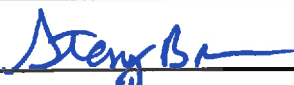
PROPERTY DISPOSAL FORM

Department: Public Works Asset Tag#: _____
Contact Person: Adam Swanson Phone: 352-255-1992
Year / Make / Model: Scag tiger cub stc61a-25ka Vehicle No. 4346
Miles / Hours: 2864 Serial / VIN: 8441242
Description of Property Scag zero turn mower

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** This device no longer works well enough to complete tasks efficiently, although it does operate.

Director Signature:  Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / STREETS Property Tag #: N/A
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1994 FORD 3430 TRACTOR Vehicle No. 4352
Miles / Hours: N/A Serial / VIN: BA6P4C
Description of Property BLUE FORD 3430 TRACTOR / AGE AND CONDITION

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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- ☐ **OTHER:** _____

Director Signature: 

Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: N/A
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1997 FORD F250 Vehicle No. 4241
Miles / Hours: 90,232 Serial / VIN: 3FTHF25M1VMA18975
Description of Property 2X4 3/4 TRUCK / UTILITY BODY / AGE AND CONDITION

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

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Director Signature:  Date: 10-13-17

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____ Date: _____
Munis Asset Number: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, October 24, 2017					
Agenda Item Name					
Committee Appointment					
Requested Action					
Recommend approval.					
Staff Report					
This is an annual appointment to the Lake County Education Concurrency Review Committee to serve as the City of Clermont representative.					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Bid Award - East Side Water Reclamation Improvements		
Requested Action		
Recommend to approve contract between the City of Clermont and L7 Construction, Inc. to provide expansion of existing dewatering facility.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 17-047 to acquire a contractor to expand the existing dewatering facility. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the RFB. The contractor shall furnish all labor, equipment, and materials for the construction of a pre-engineered metal building addition to expand existing facility, accomodate a new 2.0 meter filter press, truck bay, polymer feed system, progressive cavity pump, piping and electrical and instrumentation systems. Award is being recommended to the low responsive and responsible bidder L7 Construction, Inc. at the total amount of \$1,332,777 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$1,332,777 is included in the FY 2018 approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$1,332,777.00	44535-66300-35114	\$3,485,000.00
Exhibits Attached (copies of original agreements)		
1. RFB 17-047 Response Tabulation	RFB 17-047 Response Tabulation.pdf	
2. RFB 17-047 Award Recommendation	RFB 17-047 Award Recommendation.pdf	
3. RFB 17-047 Newspaper Advertisement	RFB 17-047 Newspaper Advertisement.docx	



RESPONSE TABULATION

RFB 17-047, EAST SIDE WATER RECLAMATION FACILITY DEWATERING IMPROVEMENTS
DUE DATE/TIME: SEPTEMBER 21, 2017 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	BID BOND	ADDN. 1	ADDN. 2	ADDN. 3	ADDN. 4	ADDN. 5	LUMP SUM PRICE
L7 Construction, Inc. – Sanford, FL	Y	Y	Y	Y	Y	Y	\$1,332,777.00
Carr & Collier, Inc. – Leesburg, FL	Y	Y	Y	Y	Y	Y	\$1,437,000.00
Garney Companies, Inc. – Winter Garden, FL	Y	Y	Y	Y	Y	Y	\$1,636,000.00
TLC Diversified, Inc. – Palmetto, FL	Y	Y	Y	Y	Y	Y	\$1,727,500.00

* Addendum 1-5 and Bid Bond were mandatory submittals with bid response.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
SEPTEMBER 29, 2017
RFB 17-047 – EAST SIDE WATER RECLAMATION FACILITY DEWATERING
IMPROVEMENTS

The Purchasing Department is recommending award to the low responsive and responsible bidder L7 Construction, Inc. in the total amount of \$1,332,777.

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to expand the existing dewatering facility, accommodate a new 2.0 meter filter press, truck bay, polymer feed system, progressive cavity pump, and piping for the Environmental Services Department (RFB 17-047). All responses must be received prior to **2:00 P.M. on Thursday September 14, 2017**. Information about the bid may be obtained from the City's website at <http://www.clermontfl.gov/> or through BidSync at <https://www.bidsync.com/>.

Publication Date: Newspaper
August 10, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number RFP# 16-0617 from the Lake County B.C.C. with Tetra Tech, Inc. to provide disaster debris removal management and monitoring services in the event of a future emergency.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the Lake County B.C.C. to obtain the services of disaster debris removal management and monitoring. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1810-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Lake County contract. The Lake County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated cost of this contract may exceed \$60,000 during an emergency event.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1810-003	RFI 1810-003.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Lake County Contract for Disaster Debris Removal Management and Monitoring Services

CONTACT INFORMATION:	RFI No. 1810-003	ISSUED DATE: October 3, 2017
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 11, 2017 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services Department

(b) Company Information: Tetra Tech, Inc.

(c) Contract Number and Title: RFP #16-0617, Disaster Debris Removal Management and Monitoring Services

(d) Length of Contract: Contract expires January 31, 2019 with optional two (2) additional one-year renewal.

(e) Product or Service Provided: To provide disaster debris removal management and monitoring services.

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Sole Source Agreement		
Requested Action		
Recommend to approve: 1) Approval to designate Xylem Water Solutions USA, Inc. as a sole source for Flygt pumps, parts and repairs and waive formal bid procedures; 2) Award Xylem Water Solutions USA, Inc. a term contract for purchase Flygt pumps, parts and repairs.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Purchasing Department issued a Request for Information (RFI) number 1810-004 on October 11, 2017 to verify whether the services specified in the company provided sole source letter were capable of being met by more than one company. At the end of the RFI deadline, there was no response. The Environmental Services Department uses the services from Xylem Water Solutions USA, Inc. (Xylem) to purchase original Flygt pumps, parts, products and repair. Xylem is the only authorized distributor in Florida for Flygt submersible pumps, parts and repairs. The submersible Flygt pumps provide the following a longer service life than other similar pumps and have the best seals in the market to withstand raw sewage corrosion. In addition, the Flygt pumps can tolerate neglect and lack of maintenance exceptionally well and offer excellent efficiency. The Flygt pump parts are also interchangeable throughout the City's service areas. The action above will allow Environmental Services Department to purchase original pumps, parts, and get repair support from the area distributor on an as needed basis, in a cost effective, efficient, and timely manner. Exhibit 1 provides a letter from the supplier stating being the only authorized dealer in the State of Florida. The term contract provides a five (5) year initial agreement with an optional three (3) one year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
The annual projected cost of \$75,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1810-004 RFI 1810-004.pdf		
2. Sole Source Letter Sole Source Letter.pdf		



REQUEST FOR INFORMATION

Justification of Sole Source Acquisition from Xylem Water Solutions USA, Inc.

CONTACT INFORMATION:	RFI No. 1810-004	ISSUED DATE: October 11, 2017
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7351	NOTICE OF INTENT TO SOLE SOURCE PURCHASE NOTICE END DATE: <u>October 19, 2017@ 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified below are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required supply or service. Therefore a "sole source" purchase is justified if there is only one product or service that can reasonably meet the City's need and there is only one vendor who can provide the product or service.

1 – SOLE SOURCE INFORMATION

(a) Department: Environmental Services Department

(b) Company Information: Xylem Water Solutions USA, Inc.

(c) Product or Service Provided: Parts and repair services for Flygt submersible pumps.

(d) Sole Source Justification: Flygt Products, Sales & Service

2 – ACTION TO BE TAKEN

No action is required if you agree the proposed purchase is a valid sole source. If you disagree that the proposed purchase is a valid sole source, please contact the Purchasing Director by email or by mail prior to the “Notice End Date” indicated above to advise whether your company can provide the product or service mentioned above.

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



Xylem Water Solutions USA, Inc.
Flygt Products
2152 Sprint Blvd.
Apopka, FL 32703
Tel 407-880-2900
Fax 407-880-2962

October 11, 2017

City of Clermont
Attn: Marilyn Rodriguez

Subject: FLYGT PRODUCTS – SALES & SERVICE

Dear Marilyn,

Please be advised that Xylem Water Solutions is the only authorized vendor for Flygt Products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment spare parts, repair and warranty service.

Thank you for your interest in Flygt Products and if you need any further information, please give me a call.

Sincerely,

Frank Jones
Southeast Regional Manager



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Resolution No. 2017-58		
Requested Action		
Recommend approval of Resolution No. 2017-58, authorizing surplus and a quit claim of city property (0.011 acres) to Victory Pointe LLC.		
Staff Report		
On February 27, 2017, the City Council approved the rezoning and small scale comprehensive plan amendment for a property adjacent to the City's West Lake Property. During survey of both properties, inconsistencies were found on both surveys and legal descriptions. To resolve those inconsistencies and facilitate the progress of both projects, an exchange of properties, both of about .02 acres is proposed. Staff recommends approval of a Resolution authorizing surplus and a quit claim of city property (0.011 acres) to Victory Pointe LLC.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	2017-58 Quit Claim VPt Property.docx	
2. Exhibit "A"	2017-58 Exh A NW-Victory-09-22-17.pdf	
3. Quit Claim Deed	quit claim deed to Victory Pointe, LLC.10.24.17.docx	

CITY OF CLERMONT
RESOLUTION NO. 2017-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2017-41, DECLARING CERTAIN CITY OWNED REAL PROPERTY AS SURPLUS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A QUIT CLAIM DEED TO THAT CERTAIN PROPERTY DESCRIBED AS LOT 1, BLOCK 114, OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER OF THE SUBJECT PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1.

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

SECTION 2.

The City Council does hereby approve and authorizes the Mayor to execute the Quit Claim Deed set forth in Exhibit "A".

SECTION 3.

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

SECTION 4.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-58

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 24nd day of October, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

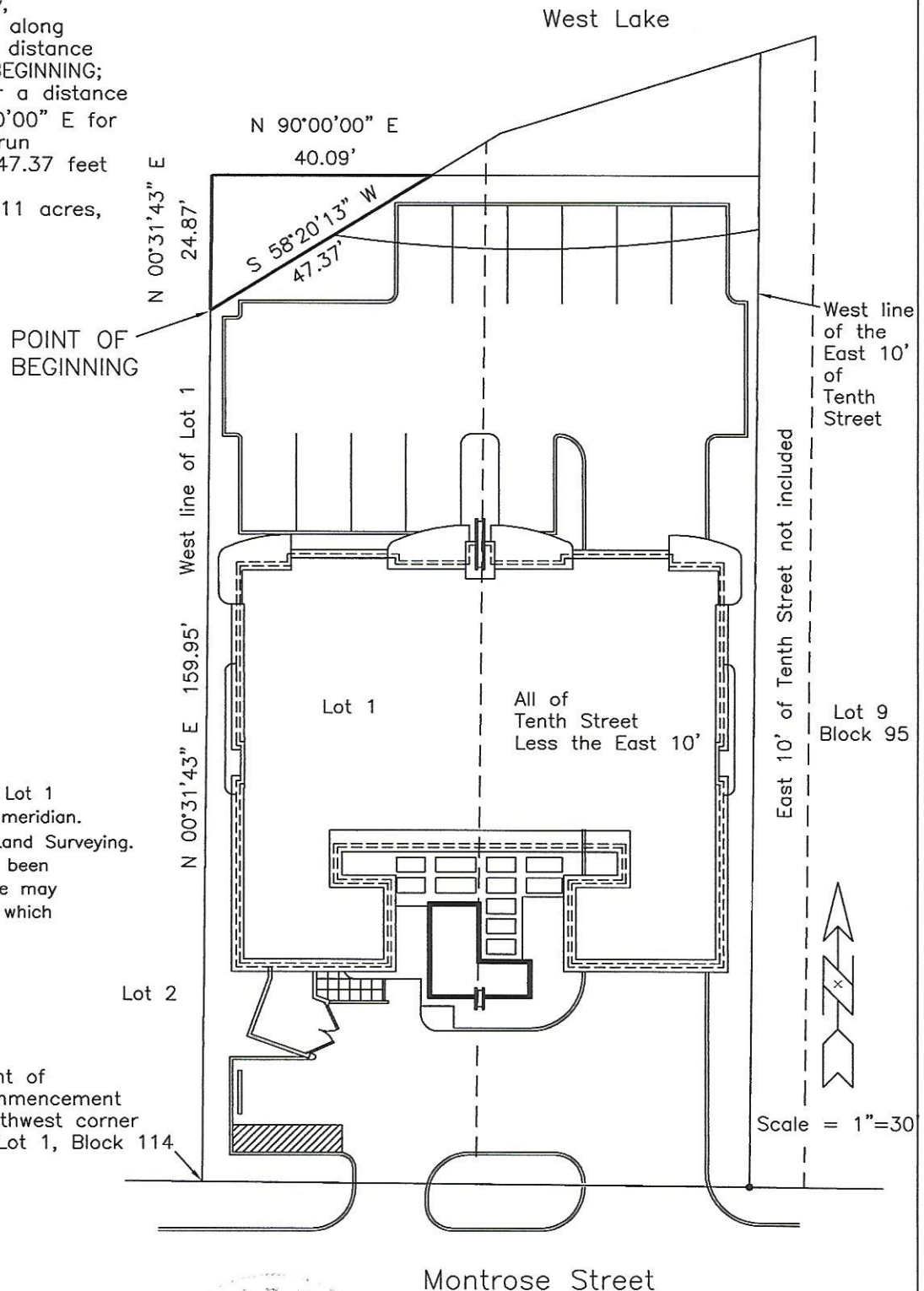
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Map of Description

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence continue N 00°31'43" E for a distance of 24.87 feet; thence run N 90°00'00" E for a distance of 40.09 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning. Containing 498 square feet or 0.011 acres, more or less.



Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description written by Rhoden Land Surveying.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- THIS IS NOT A BOUNDARY SURVEY.

Jeffrey P. Rhoden
 JEFFREY P. RHODEN PSM #5322
 STATE OF FLORIDA

09/22/17



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

Prepared for:

16076.004

Victory Pointe, LLC

Rhoden Land Surveying, Inc.

LB #6980

420 E. Minnehaha Ave.

Clermont, FL 34711

352-394-6255

This instrument prepared by and
after recording return to:

Daniel F. Mantzaris, City Attorney
c/o City Clerk
City of Clermont
685 West Montrose Street
Clermont, FL 34711

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made effective the ____ day of _____ 2017 by **CITY OF CLERMONT**, a Florida Municipal Corporation, whose address is 685 W. Montrose Street, Clermont, FL 34711 (“Grantor”), to **VICTORY POINTE, LLC**, whose address is 1200 Oakley Seaver Drive, Suite 203, Clermont, FL 34711 (“Grantee”):

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described easement affecting that certain lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 114, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, THENCE RUN N 00°31'43" E ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 159.95 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°31'43" E FOR A DISTANCE OF 24.87 FEET; THENCE RUN N 90°00'00" E FOR A DISTANCE OF 40.09 FEET; THENCE RUN S 58°20'13" W FOR A DISTANCE OF 47.37 FEET TO THE POINT OF BEGINNING. CONTAINING 498 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

And as depicted in the map attached hereto as Exhibit “A”.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

City of Clermont, Florida

Signature
Print Name: _____

By: _____
Mayor Gail Ash
As approved and authorized by Council
Resolution 2017- __R

Signature
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Gail Ash, as the Mayor of the City of Clermont, who is ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp

Signature of Notary
Print Name: _____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Resolution No. 2017-59		
Requested Action		
Request approval of Resolution No. 2017-59		
Staff Report		
In 2009, the City issued a Water and Sewer Bond Revenue and Refunding Bond in the amount of \$16,640,000 at an average interest rate of 4.25%. The current balance is \$10,873,000. Recently, the City issued an RFP to determine if refinancing would be cost effective. The City received proposals from BBVA Compass, Capital One, Fifth Third Bank, JP Morgan Chase, Pinnacle Public Finance and Signature Public Funding Group. Upon review of the proposals by the city's financial advisor, Public Financial Management, it has been determined that the proposal from BBVA Compass is the most cost effective. The proposal is for a fixed interest rate of 2.38% for the same remaining term as the 2009 issue (2030). The refunding will provide total savings over the life of the loan in the amount of approximately \$827,000 or about \$70,000 annually. The net present value savings is about 8%.		
Additional Analysis		
Fiscal Impact Summary		
Refinancing will generate annual debt service savings of approximately \$70,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit A - Escrow Deposit Agreement	Escrow Deposit Agreement - Water and Sewer Revenue Refinancing Series 2017.docx	
2. BBVA Compass Summary of Terms and Conditions	BBVA Compass Summary of Terms and Conditions - Water and Sewer Revenue Refinancing Series 2017 - 10-2-17.pdf	
3. PFM Analysis of Sources and Uses of Funds	PFM Analysis of Sources and Uses of Funds - Water and Sewer Revenue Refinancing Series 2017 - 10-2-17 .pdf	
4. Resolution No. 2017-59	Resolution No. 2017-59 - Water and Sewer Revenue Refinancing Series 2017.docx	

ESCROW DEPOSIT AGREEMENT

In consideration of the facts hereinafter recited and of the mutual covenants and agreements herein contained, the CITY OF CLERMONT, FLORIDA, a municipality created and existing under the laws of the State of Florida (the “City”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America and qualified to transact business in the State of Florida, as Escrow Agent (the “Escrow Agent”), as of the 30th day of October, 2017, do hereby agree as follows:

1. Definitions. Terms used herein shall have the respective meanings assigned in and by the Resolution hereinafter defined, and the following terms which are not defined in the Resolution shall have the following meanings, unless the text clearly otherwise requires:

“AGC” shall mean Assured Guaranty Corp., as the issuer of the Financial Guaranty Insurance Policy No. D-2009-1606, dated December 17, 2009, securing payment of the Refunded Bonds.

“Aggregate Debt Service” shall mean, as of any particular date, (i) the amount required to pay interest on the Refunded Bonds as the same shall become due and payable on each interest payment date prior to the Redemption Date, plus (ii) the amount required to redeem the Refunded Bonds on the Redemption Date at a redemption price of 100% (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed), plus accrued interest thereon to the Redemption Date. Aggregate Debt Service as of the date of the delivery of this Agreement is set forth in the Verification Report.

“Agreement” shall mean this Escrow Deposit Agreement.

“Escrow Account” shall mean the Escrow Account created pursuant to the provisions of Section 3 of this Agreement.

“Escrow Requirement” shall mean, as of any particular date, the sum of an amount in cash and investments on deposit in the Escrow Account held by the Escrow Agent pursuant to Section 4 hereof which will be sufficient to pay Aggregate Debt Service on the Redemption Date.

“Federal Securities” shall mean direct obligations of the United States of America, none of which permit redemption prior to maturity at the option of the obligor, which obligations, if any, are set forth in the Verification Report and in the SLGS subscription attached hereto (including demand SLGS), if any, and such other obligations as may be purchased in accordance with Section 8 hereof.

“Redemption Date” shall mean December 1, 2019.

“Refunded Bonds” shall mean the City’s outstanding Water and Sewer Revenue Refunding Bonds, Series 2009 maturing on and after December 1, 2020.

“Refunded Bonds Paying Agent” shall mean U.S. Bank National Association, its successors and assigns, as paying agent for the Refunded Bonds.

“Resolution” shall mean shall mean Resolution No. 1162 adopted by the City Council on October 24, 2000, amending and restating in its entirety Resolution No. 901 adopted by the City Council on February 27, 1996, as heretofore amended and supplemented by Resolution No. 1638 adopted by the City Council on November 10, 2009, which authorized the issuance of the Series 2017 Bond and the execution and delivery of this Agreement.

“Series 2017 Bond” shall mean the City’s Water and Sewer Revenue Refunding Bond, Series 2017, authorized pursuant to the Resolution.

“Verification Report” shall mean the Verification Report dated October 30, 2017, issued by Grant Thornton, independent certified public accountants, in connection with the issuance of the Series 2017 Bond and the refunding of the Refunded Bonds, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. Recitals.

a. The City adopted the Resolution for the purpose of authorizing the issuance of the Series 2017 Bond for the purpose of refunding the Refunded Bonds and paying related closing costs.

b. The Resolution authorized the City to enter into this Agreement for the purposes expressed therein and herein, and all acts and things have been done and performed to make this Agreement valid and binding for the security of the Refunded Bonds.

c. The Escrow Agent has the powers and authority of a trust company under the laws of the United States of America and, accordingly, the power to execute the trust hereby created.

3. Deposit of Funds. There is hereby created and established with the Escrow Agent a special account to be known as the “Escrow Account.” Simultaneously with the execution and delivery of this Agreement, the City has deposited with the Escrow Agent, for deposit by the Escrow Agent to the Escrow Account, the amount of \$_____, of which \$_____ consists of proceeds of the Series 2017 Bond and \$_____ represents funds held pursuant to the provisions of the Resolution for the payment of principal and interest on the Refunded Bonds. After such funds are invested to the extent required to purchase the Federal Securities, the uninvested portion of such funds and the principal amount of such Federal Securities and the interest to become due thereon will equal or exceed the Escrow Requirement as of the date of the delivery of this Agreement. Such Federal Securities shall mature and such interest shall be payable on or before the funds represented thereby shall be required for timely payment of the principal of and interest on the Refunded Bonds as the same shall become due and payable in accordance with their terms as described in the Verification Report.

The Escrow Agent shall hold the Escrow Account as a separate trust account wholly segregated from all other funds held by the Escrow Agent in any capacity and shall make disbursements from the Escrow Account only in accordance with the provisions of this Agreement. The Federal Securities described in the Verification Report shall not be sold or otherwise disposed of or reinvested except as provided in Sections 4 and 8 hereof. The owners of the Refunded Bonds

are hereby granted a first and prior lien on the principal of and interest on such Federal Securities until the same shall be used and applied in accordance with the provisions of this Agreement.

4. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the cash described in Section 3 of this Agreement and agrees:

a. to hold the same in irrevocable escrow for application in the manner provided herein;

b. to apply such cash and proceeds of Federal Securities in the manner provided in this Agreement, and only in such manner; and

c. to invest \$_____ of the moneys deposited in the Escrow Account in the Federal Securities described in the Verification Report as provided in the Verification Report;

d. to hold the balance of moneys held in the Escrow Account, in the amount of \$_____ uninvested as provided in the Verification Report; and

e. to deposit in the Escrow Account, as received, the principal of any Federal Securities described in the Verification Report and any other Federal Securities acquired hereunder which shall mature during the term of this Agreement, all interest which shall be derived during the term of this Agreement from such Federal Securities and any other Federal Securities acquired hereunder, and the proceeds of any sale, transfer, redemption or other disposition of such Federal Securities and any other Federal Securities acquired hereunder.

5. Payment of the Refunded Bonds and Expenses. The owners of the Refunded Bonds shall have a first and prior lien on the principal of and interest on the Federal Securities and all moneys held by the Escrow Agent in the Escrow Account, until all such moneys shall be used and applied by the Escrow Agent as provided in paragraph (a) below.

a. Refunded Bonds. The Escrow Agent shall pay to the Refunded Bonds Paying Agent, from the moneys on deposit in the Escrow Account, (i) on each interest payment date for the Refunded Bonds, a sum sufficient to pay the interest then due and payable on the Refunded Bonds, and (ii) on the Redemption Date, a sum sufficient to pay the redemption price of the Refunded Bonds of 100% (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed), plus accrued interest on the Refunded Bonds to the Redemption Date, as shown in the Verification Report. After the principal of and interest on the Refunded Bonds has been paid in full by the Escrow Agent on the Redemption Date, the Escrow Agent shall pay to the City any remaining cash in the Escrow Account in excess of the Escrow Requirement to be used by the City to pay interest on the Series 2017 Bond.

b. Fees and Expenses.

i. In consideration of the services rendered by the Escrow Agent under this Agreement, the City shall pay the Escrow Agent a fee of \$1,400, payable in advance, and shall pay all ordinary expenses incurred by the Escrow Agent in connection with such services. The

term “ordinary expenses” means expenses of holding and disbursing the Escrow Account as provided herein.

ii. The City shall also reimburse the Escrow Agent for any extraordinary expenses incurred by it in connection herewith. The term “extraordinary expenses” includes (a) expenses arising out of the assertion of any third party to any interest in the Escrow Account or any challenge to the validity hereof, including reasonable attorneys’ fees, costs and expenses, (b) expenses relating to any substitution under Section 12 hereof, and (c) expenses (other than ordinary expenses) not occasioned by the Escrow Agent’s misconduct or negligence.

iii. The fees and expenses payable by the City under this section shall not be paid from the Escrow Account, but shall be paid by the City from legally available funds of the City. The Escrow Agent shall have no lien for the payment of its fees or expenses or otherwise for its benefit on the Escrow Account and hereby waives any rights of set off against the Escrow Account which it may lawfully have or acquire.

6. Notice of Defeasance; Notice of Redemption. Not later than November 3, 2017, the Escrow Agent shall give or cause to be given notice of the defeasance of the Refunded Bonds, which notice shall be substantially in the form of the Notice of Defeasance attached hereto as Exhibit B. Such notice shall be sent by first class mail, postage prepaid, to each owner of Refunded Bonds at the address of such owner shown on the registration books maintained by the registrar for the Refunded Bonds, to the registrar for the Refunded Bonds and to Depository Trust Company of New York, New York, and to one or more national information services that disseminate notices of defeasance of obligations such as the Refunded Bonds.

The City hereby calls all Refunded Bonds, for redemption on December 1, 2019, at a redemption price of 100% (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed), plus accrued interest to the Redemption Date. The City acknowledges that it has given irrevocable instructions to the Refunded Bonds Paying Agent, to give notice of such call for redemption in the manner provided in the resolution of the City pursuant to which the Refunded Bonds were issued.

7. No Redemption or Acceleration of Maturity. The City will not accelerate the maturity of any Refunded Bonds or exercise any option to redeem any Refunded Bonds before December 1, 2019.

8. Reinvestment. Except as provided in Section 4 of this Agreement and in this Section 8, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions for any Federal Securities held hereunder.

At the written request of the City and upon compliance with the conditions stated in this Section 8, the Escrow Agent shall sell, transfer, or otherwise dispose of or request the redemption of any of the Federal Securities acquired hereunder and shall purchase either Refunded Bonds or other Federal Securities to be substituted for such Federal Securities disposed of or redeemed.

The City will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunded Bonds or the Series 2017 Bond to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder.

The Escrow Agent may, at the written direction of the City, and with the prior written consent of the AGC, substitute other noncallable Federal Securities (“Substitute Federal Securities”) in lieu of the Federal Securities then on deposit in the Escrow Account provided that, prior to any such substitution, the Escrow Agent and the City shall have received:

a. New debt service and cash flow schedules showing (i) the dates and amounts of all principal and interest payments thereafter to become due on the Refunded Bonds, (ii) the cash and Federal Securities to be on deposit in the Escrow Account upon making such substitution, (iii) the dates and amounts of maturing principal and interest to be received by the Escrow Agent from such Federal Securities, and (iv) that the cash on hand in the Escrow Account plus cash to be derived from the maturing principal and interest of such Federal Securities shall be sufficient to pay when due all remaining debt service payments on the Refunded Bonds (the most recent debt service and cash flow schedules shall be considered to be the applicable “Debt Service and Cash Flow Schedules”);

b. A new verification report prepared by a nationally recognized firm of independent certified public accountants verifying the accuracy of the new Debt Service and Cash Flow Schedules (the most recent verification report shall be considered to be the applicable “New Verification Report” for purposes hereof); and

c. An opinion of nationally recognized bond counsel to the effect that such substitution is permissible hereunder, that (based on said new Debt Service and Cash Flow Schedules and a New Verification Report as to sufficiency) such substitution will not adversely affect the defeasance of the Refunded Bonds or the exclusion from gross income for federal income tax purposes of the interest payable on the Series 2017 Bond or the Refunded Bonds.

9. Indemnity. Whether or not any action or transaction authorized or contemplated hereby shall be undertaken or consummated, the City hereby agrees to the extent allowed by Florida law to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and attorneys’ disbursements and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Agent at any time, whether or not the same may be indemnified against by the City or any other Person under any other agreement or instrument, by reason of or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance by the Escrow Agent of the funds herein described, purchase, retention, or disposition of the Federal Securities or proceeds thereof, or any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent for any expense, loss, costs, disbursements, damages or liability resulting from its own negligence or misconduct. The indemnities contained in this

Section shall survive the termination of this Agreement or the sooner resignation or removal of the Escrow Agent.

Nothing in this Section contained shall give rise to any liability on the part of the City in favor of any Person other than the Escrow Agent.

Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall be construed in any manner as either altering or waiving the City's sovereign immunity beyond the legislative waiver found in Section 768.28, Florida Statutes, nor shall it be construed to expand any non-contractual liability of the City or to impose any indirect liability on the City for tort damages to third parties for which it would not otherwise, by law, be responsible.

10. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement or any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the City and to holders of the Refunded Bonds only to the extent of their respective damages for negligent or willful acts, omissions or errors of the Escrow Agent which violate or fail to comply with the material terms of this Agreement. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, and be entitled to receive from the City reimbursement of the reasonable fees, costs and expenses of such counsel, and in reliance upon the opinion of such counsel have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to, funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military

disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

11. Resignation of Escrow Agent. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the trusts hereby created by giving not less than sixty (60) days written notice to the City and providing electronic notice to the Municipal Securities Rulemaking Board, through Electronic Municipal Market Access (<http://emma.msrb.org>), or any other public or private repository or entity recognized as such by the Securities and Exchange Commission for purposes of SEC Rule 15c2-12 ("EMMA"), specifying the date when such resignation will take effect, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. Notwithstanding anything to the contrary herein, the City acknowledges and agrees that the Escrow Agent is filing such notice on EMMA solely as a courtesy to the holders of the Refunded Bonds, is not acting as the disclosure/dissemination agent for purposes of Rule 15c2-12 and shall have no liability for its failure to publish such notice on EMMA.

12. Removal of Escrow Agent.

a. The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than 51% in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the City, and notice in writing given to AGC and the holders of the Refunded Bonds and filed with EMMA, not less than 60 days before such removal is to take effect as stated in such instrument or instruments. A photographic copy of any instrument filed with the City under the provisions of this paragraph shall be delivered by the City to the Escrow Agent.

b. The Escrow Agent may also be removed at any time by any court of competent jurisdiction upon the application of the City or the owners of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Agreement with respect to the duties or obligations of the Escrow Agent. The City shall give electronic notice of such removal to EMMA.

13. Successor Escrow Agent.

a. In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the first to occur of either (1) appointment by the City, or (2) appointment by the holders of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided,

nevertheless, that if the Escrow Agent is removed by the holders of the Refunded Bonds, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The City shall publish notice of any such appointment to the Electronic Municipal Market Access service of the Municipal Securities Rulemaking Board.

b. In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made pursuant to the foregoing provisions of this Section within sixty (60) days after the written notice of removal or resignation or other act causing the need for appointment of a successor Escrow Agent occurs, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent and such court may thereupon, after such notice, if any, as it shall deem proper, appoint such successor Escrow Agent.

c. No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall be bound by this Agreement and have at the time of appointment capital and surplus of not less than \$25,000,000 or is a member of a bank group or bank holding company with aggregate capital and surplus of not less than \$25,000,000.

d. Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City, an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall be bound by this Agreement and become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it hereunder to its successor; provided, however, that before any such delivery shall be made the fee of the retiring or removed Escrow Agent set forth in Section 5(b)(i) hereof if fully paid in advance shall be pro rata refunded by such Escrow Agent to the City and the City shall reimburse the retiring or removed Escrow Agent for any expenses it has incurred. Such proration shall be computed based upon the time such Escrow Agent served as such compared to the period from the date hereof until the earlier of the final maturity or redemption of the Refunded Bonds. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

e. Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

14. Predecessor Escrow Agent. Every predecessor Escrow Agent shall deliver to its successor and also to the City an accounting of all moneys and securities held by it under this Agreement, and shall deliver to its successor all such moneys and securities held by it as Escrow Agent hereunder.

15. Amendments. This Agreement is made for the benefit of the City and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, the City, and AGC; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, but with the prior written consent of AGC, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- a. to cure any ambiguity or formal defect or omission in this Agreement;
- b. to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- c. to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 15, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 15.

16. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when mailed or delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the City: City of Clermont, Florida
685 W. Montrose Street, 3rd Floor
Clermont, Florida 34711
Attention: Finance Director

If to the Escrow Agent: U.S. Bank National Association
225 Water Street, Suite 700
Jacksonville, Florida 32202
Attention: Vice President

If to the AGC: Assured Guaranty Corp.
1633 Broadway
New York, New York 10019

Attention: Risk Management, Public Finance Surveillance

The City, the Escrow Agent and AGC may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same may be directed.

17. Jury Waiver. IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY OTHER CLAIM OR DISPUTE HOW SO EVER ARISING BETWEEN THE CITY AND THE ESCROW AGENT, THE CITY AND THE ESCROW AGENT HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

18. Consent to Jurisdiction; Venue. In the event that any action, suit or other proceeding is brought with respect to, in connection with or arising out of this Agreement, or any instrument delivered pursuant to this Agreement or the validity, protection, interpretation, collection or enforcement thereof, to the extent permitted by law, the City and the Escrow Agent hereby (i) irrevocably consent to the exercise of jurisdiction by the United States District Court, Middle District of Florida and by the Circuit Court, Lake County, Florida, and (ii) irrevocably waive any objection it might now or hereafter have or assert to the venue of any such proceeding in any court described in clause (i) above.

19. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds and the interest thereon shall have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds and all excess moneys have been paid to the City.

20. Severability. If any of the covenants, agreements or provisions of this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant, agreement or provision shall be null and void, shall be deemed separable from the remaining covenants, agreements and provisions of this Agreement and shall in no way affect the validity of the remaining covenants, agreements or provisions of this Agreement.

21. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as the original and shall constitute and be but one and the same instrument.

22. Governing Law. This Agreement shall be construed under the laws of the State of Florida without regard to conflict of law principles.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals to be hereunto affixed and attested, all as of the date first above written.

CITY OF CLERMONT, FLORIDA

By: _____
Gail L. Ash, Mayor

(OFFICIAL SEAL)

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to Form:

Daniel F. Mantzaris

[Signatures continued from previous page.]

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Paula J. Starr, Assistant Vice President

[Signature page to Escrow Deposit Agreement]

EXHIBIT A

VERIFICATION REPORT

[See attached.]

EXHIBIT B

NOTICE OF DEFEASANCE OF THE CITY OF CLERMONT, FLORIDA WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2009 MATURING ON AND AFTER DECEMBER 1, 2020

Notice is hereby given by U.S. Bank National Association, as Escrow Agent for the outstanding City of Clermont, Florida Water and Sewer Revenue Refunding Bonds, Series 2009 maturing on and after December 1, 2020 (the “Defeased Bonds”), that all of the Defeased Bonds have been advance refunded and defeased by depositing in irrevocable escrow cash and investments sufficient to pay (i) on each interest payment date for the Defeased Bonds prior to December 1, 2019 (the “Redemption Date”) the interest then due and payable on the Defeased Bonds, and (ii) on the Redemption Date the redemption price of the Defeased Bonds in the amount of 100% of the principal amount thereof, plus accrued interest thereon. The Defeased Bonds have been irrevocably called for redemption on the Redemption Date.

The maturity dates, principal amounts and CUSIP numbers of the Defeased Bonds are as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP No.</u>
December 1, 2020	\$ 760,000	185761 DE0
December 1, 2021	790,000	185761 DF7
December 1, 2022	820,000	185761 DG5
December 1, 2023	850,000	185761 DH3
December 1, 2024	885,000	185761 DJ9
December 1, 2025	920,000	185761 DK6
December 1, 2026	955,000	185761 DL4
December 1, 2027	995,000	185761 DM2
December 1, 2028	1,040,000	185761 DN0
December 1, 2029	1,085,000	185761 DP5
December 1, 2030	1,130,000	185761 DQ3

Pursuant to Resolution No. 1162 adopted by the City Council of the City Clermont, Florida (the “City”), as heretofore amended and supplemented, particularly as amended and supplemented by Resolution No. 1638 adopted by the City Council of the City on November 10, 2009, which authorized the issuance of the Defeased Bonds (the “Bond Resolution”), the Defeased Bonds are deemed to be no longer outstanding.

Prior to December 1, 2019, the City will not accelerate the maturity of the Defeased Bonds or exercise any option to redeem the Defeased Bonds before December 1, 2019, pursuant to Section 7 of the Escrow Deposit Agreement dated as of October 30, 2017, between the City and the Escrow Agent.

No representation is made as to the correctness of the CUSIP numbers either as printed on the Defeased Bonds or as contained herein and reliance may be placed only on the identification information printed on the Defeased Bonds and in this notice.

This notice does not constitute a notice of redemption and no Defeased Bonds should be delivered to the City or its paying agents as a result of this publication. The Registrar and Paying Agent for the Defeased Bonds will provide notice of redemption of the Defeased Bonds as provided in the Bond Resolution.

Dated: October 30, 2017

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

**Summary of Terms and Conditions
of Proposed Credit Facility
as of October 2, 2017**

RE: Up to \$11,000,000 Non-Bank Qualified Tax-Exempt Term Facility

This summary of indicative terms and conditions is not a commitment to lend or to provide any other service related to a financing. Any such commitment or undertaking will be issued only in writing subject to appropriate documentation, the terms of which are not limited to those set forth herein. This summary of indicative terms and conditions is intended as an outline of certain of the material terms of a proposed financing and is not intended to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive loan documents, and is subject to, among other things, completion of credit due diligence and credit approval by BBVA Compass.

Borrower:	City of Clermont ("Borrower" or "City")
Lender:	Compass Mortgage Corporation ("BBVA Compass" or "Lender" or "Bank")
Facility:	Up to \$11,000,000.00 Non-Bank Qualified Tax- Exempt Term Loan Facility ("Term Loan" or "Facility").
Purpose:	Proceeds of the Series 2017 Note will be used to (a) advance refund the City's callable Water and Sewer Revenue Refunding Bonds, Series 2009 maturing in years 2020-2030 and (b) pay the costs of issuance related to the Series 2017 Note.
Maturity:	12/1/2030
Repayment:	Annual principal beginning 12/1/2018 and Semi-annual interest payments beginning 12/1/2017 until maturity (12/1/2030) when all unpaid principal and interest is due. Interest will be calculated on a 30/360 day basis. See Exhibit A, for sample principal amortization schedule.
Interest Rate:	So long as the facility closes and fully funds within 30 days of October 2, 2017, the tax-exempt fixed rate will be 2.38% .
After-Tax Yield Maintenance Language:	The tax exempt interest rate will be subject to gross-up upon an event of taxability based on any action or inaction on the part of the borrower. Lender will require satisfactory review of a legal opinion regarding the tax-exempt status of interest due and payable on the Facility from bond counsel acceptable to the Bank.
Prepayment:	Facility may be prepaid prior to the 7 th anniversary of closing subject to a "make whole" provision provided in Exhibit B, this may or may not include a prepayment premium based on then existing market conditions. After 7 years, loan is prepay-able at par plus accrued interest.
Security:	The Series 2017 Note will be secured by net revenues of the Water and Sewer System and related impact fees. The Series 2017 Note will be payable from the pledged revenues on parity with the un-refunded Series 2009 Bonds maturing in years 2017-2019, but will not be secured by a debt service reserve account. Such security can be referenced in Resolution No. 1162, which can be found in Appendix C of the Series 2009 Bonds Official Statement.

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Financial Reporting:

- Annual audited financial statements of Borrower prepared in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States, due within 5 days of receipt, however in no event later than 180 days of fiscal year end.
- Annual Borrower Prepared Budget shall be due within 30 days of the beginning of each fiscal year. Budget shall include at a minimum: income statement, balance sheet, with details on capital expenditures and financing plans.
- Borrower shall furnish at Lender's request such additional information that Lender may from time to time reasonably request.

Financial Covenants:

- Borrower may issue additional indebtedness subject to the following Additional Bonds Test:
 - (a) Net Revenues shall equal at least 1.10 times the maximum annual Debt Service Requirement for the next succeeding four Fiscal Years;
or
 - (b) Net Revenues plus Impact Fees shall equal at least 1.20 times the maximum annual Debt Service Requirement for the next succeeding four Fiscal Years.

Additional Bonds Test is further defined in section 6.2 of Resolution No. 1162.

- Rate Covenant as fully defined in the Series 2009 Official Statement.
- Events of Default: include but are not limited to (i) non-payment of principal and interest due on any Bond or any Payment Obligation, (ii) incapable of fulfilling its obligations under the original Bond Resolution or under any supplemental resolution, (iii) bankruptcy or judgments, and (iv) default on any covenants.

**Representations,
Warranties and
Additional Covenants:**

- Maintenance of existence.
- Notices of (i) default, (ii) material litigation.
- Additional representations and warranties, and other affirmative and negative covenants that Lender considers customary and reasonably appropriate for the Facility. Such representations may include, but are not limited to: (i) a written opinion from Borrower's Counsel, in form and substance acceptable to Lender and Lender's Counsel, that all documents are valid, binding and enforceable in accordance with their terms, that execution and delivery of documents has been duly authorized, and addressing such other matters as the Lender and the Lender's Counsel deem appropriate (ii) Receipt of written opinion from Bond Counsel in form and substance satisfactory to Lender, which shall include, without limitation, opinion that the interest on the Bond is excludable from gross income of the owners thereof for federal income tax.

Closing Costs:

Borrower will pay all reasonable, out-of-pocket costs and expenses incurred by Lender in connection with due diligence and the preparation of loan documentation, regardless of whether or not the Facility is closed. These out-of-pocket costs may include, but are not limited to, legal costs. Legal costs will be capped at \$7,500.

Conditions Precedent:

- Legal opinions of Borrower's counsel acceptable to Lender and its counsel.
- Properly executed documents in form and substance satisfactory to Lender and the Lender's counsel evidencing or supporting the Facility.
- Additional conditions precedent that Lender considers customary and reasonably appropriate for the Facility.
- Satisfactory review of the Anti-Dilution Test detailed definition.
- Satisfactory review of the draft Bond Authorizing Resolution for Series 2017 Notes.

**Note, all of the foregoing are subject to Lender's receipt and satisfactory review.*

Acceptance:

This proposal will expire 10/30/2017. If for any reason the Borrower wishes to extend the selection period, Lender reserves the right to revise the proposal.

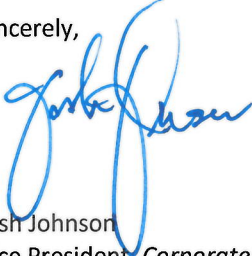
CONFIDENTIAL

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We sincerely appreciate the opportunity to present you with this Summary of Terms and Conditions. Should you have any questions about any aspect of this document, please do not hesitate to contact me at 352-854-4488 or josh.johnson@bbva.com.

Thank you in advance for your consideration.

Sincerely,



Josh Johnson
Vice President, Corporate Relationship Manager

This term sheet is issued in reliance on the accuracy of all information, representations, schedules, and other data and materials submitted by Borrower, all of which are deemed material. This term sheet does not contain all of the terms and conditions or other provisions that may be included in the final documents evidencing the Facility, and is issued at a time before Lender has undertaken a full business, credit, and legal analysis of Borrower and the Facility.

The terms and provisions of this correspondence are confidential and may not be disclosed by Borrower to any other person or entity. However, the foregoing restrictions on disclosure shall not apply to disclosure(s): (i) to Borrower's legal counsel for purposes of advising Borrower with respect hereto and provided, however, that such counsel agrees to preserve the confidentiality of this correspondence; or (ii) in response to any properly issued subpoena from any court or other governmental authority with jurisdiction over Borrower, provided that Lender has been furnished reasonable advance notice of the intended disclosure and the opportunity to prevent or limit the scope of any such disclosure.

This term sheet is intended for the sole and exclusive benefit of Borrower and Lender and may not be relied upon by third parties.

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EXHIBIT A: Amortization Schedule

Preliminary Amortization	
Maturity Date (December 1)	Estimated Amortization*
2018	\$95,000
2019	98,000
2020	860,000
2021	884,000
2022	906,000
2023	928,000
2024	952,000
2025	975,000
2026	996,000
2027	1,020,000
2028	1,048,000
2029	1,073,000
2030	1,095,000
Total	\$10,930,000

*Preliminary, subject to change

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EXHIBIT B: Make Whole Provision

Prepayment. Borrower agrees that all loan fees and other prepaid charges are earned fully as of the date of the loan and will not be subject to refund, except as required by law. Subject to the prepayment fee and other conditions provided herein, Borrower may pay all or a portion of the amount owed before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan before such amounts are due. Prepayment in part shall consist of payment of any portion of the unpaid principal balance before it is due. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the loan before Lender's creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the loan after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the loan before Lender's creation of a billing statement for the next payment due shall not relieve Borrower of Borrower's obligation to continue making, uninterrupted, payments under this Note. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amounts owed or that may become owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to: Compass Bank, PO Box 3096, Birmingham AL 35202.

Prepayment Fee. If Borrower makes any prepayment of the outstanding principal balance on the Note, Borrower shall pay to Lender a prepayment fee equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

Definitions:

"AYD" means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the date on which the loan was originated, for a maturity that is the same as the term of the loan at origination (rounded to the nearest whole number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the loan at origination, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the loan at the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the loan on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported will be used.

"H.15 Report" means the Federal Reserve Board's Statistical Release H.15, "Selected Interest Rates". Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board's website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, Lender may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

"Average Principal" means the simple average of (i) the principal loan balance on the Prepayment Date, and (ii) the principal loan balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the loan (plus any accrued and unpaid fees or other sums owed under the loan documents).

"Percent Prepaid" means the percentage determined by dividing the principal amount of the loan being prepaid by the principal loan balance outstanding on the Prepayment Date.

"Days Remaining" means the number of days from the Prepayment Date through the maturity date of the loan.

"Prepayment Date" means the date on which Lender received the prepayment.

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SOURCES AND USES OF FUNDS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Dated Date	10/30/2017
Delivery Date	10/30/2017

Sources:

Bond Proceeds:	
Par Amount	10,873,000.00
Other Sources of Funds:	
Sinking Fund Interest	140,932.50
	<u>11,013,932.50</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.24
SLGS Purchases	<u>10,958,652.00</u>
	10,958,652.24
Delivery Date Expenses:	
Cost of Issuance	55,035.70
Other Uses of Funds:	
Additional Proceeds	244.56
	<u>11,013,932.50</u>

Note: *Preliminary Numbers for discussion purposes only

BOND SUMMARY STATISTICS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Dated Date	10/30/2017
Delivery Date	10/30/2017
First Coupon	12/01/2017
Last Maturity	12/01/2030

Arbitrage Yield	2.380137%
True Interest Cost (TIC)	2.380137%
Net Interest Cost (NIC)	2.380000%
All-In TIC	2.449625%
Average Coupon	2.380000%

Average Life (years)	8.202
Duration of Issue (years)	7.395

Par Amount	10,873,000.00
Bond Proceeds	10,873,000.00
Total Interest	2,122,514.61
Net Interest	2,122,514.61
Total Debt Service	12,995,514.61
Maximum Annual Debt Service	1,117,289.40
Average Annual Debt Service	993,076.90

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

Total Underwriter's Discount

Bid Price	100.000000
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Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	10,873,000.00	100.000	2.380%	8.202	7,886.39
	10,873,000.00			8.202	7,886.39

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,873,000.00	10,873,000.00	10,873,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-55,035.70	
- Other Amounts			
Target Value	10,873,000.00	10,817,964.30	10,873,000.00
Target Date	10/30/2017	10/30/2017	10/30/2017
Yield	2.380137%	2.449625%	2.380137%

Note: *Preliminary Numbers for discussion purposes only

SUMMARY OF REFUNDING RESULTS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Dated Date	10/30/2017
Delivery Date	10/30/2017
Arbitrage yield	2.380137%
Escrow yield	1.488199%
Value of Negative Arbitrage	191,016.25
Bond Par Amount	10,873,000.00
True Interest Cost	2.380137%
Net Interest Cost	2.380000%
Average Coupon	2.380000%
Average Life	8.202
Par amount of refunded bonds	10,230,000.00
Average coupon of refunded bonds	4.250298%
Average life of refunded bonds	8.482
PV of prior debt to 10/30/2017 @ 2.380137%	11,841,025.77
Net PV Savings	827,337.83
Percentage savings of refunded bonds	8.087369%
Percentage savings of refunding bonds	7.609104%

Note: *Preliminary Numbers for discussion purposes only

SUMMARY OF BONDS REFUNDED

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Water and Sewer Revenue Refunding Bonds, Series 2009:					
SERIAL	12/01/2020	3.500%	760,000.00	12/01/2019	100.000
	12/01/2021	3.750%	790,000.00	12/01/2019	100.000
	12/01/2022	3.750%	820,000.00	12/01/2019	100.000
	12/01/2023	4.000%	850,000.00	12/01/2019	100.000
	12/01/2024	4.000%	885,000.00	12/01/2019	100.000
	12/01/2025	4.100%	920,000.00	12/01/2019	100.000
	12/01/2026	4.200%	955,000.00	12/01/2019	100.000
	12/01/2027	4.250%	995,000.00	12/01/2019	100.000
	12/01/2028	4.375%	1,040,000.00	12/01/2019	100.000
	12/01/2029	4.500%	1,085,000.00	12/01/2019	100.000
	12/01/2030	4.600%	1,130,000.00	12/01/2019	100.000
			10,230,000.00		

Note: *Preliminary Numbers for discussion purposes only

SAVINGS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 10/30/2017 @ 2.3801369%
12/01/2017	211,398.75	140,932.50	70,466.25	22,283.61	48,182.64	47,797.72
12/01/2018	422,797.50		422,797.50	352,777.40	70,020.10	69,194.84
12/01/2019	422,797.50		422,797.50	352,540.20	70,257.30	67,815.29
12/01/2020	1,182,797.50		1,182,797.50	1,113,255.40	69,542.10	65,577.36
12/01/2021	1,186,197.50		1,186,197.50	1,115,811.20	70,386.30	64,777.11
12/01/2022	1,186,572.50		1,186,572.50	1,116,819.60	69,752.90	62,655.28
12/01/2023	1,185,822.50		1,185,822.50	1,116,304.40	69,518.10	60,939.32
12/01/2024	1,186,822.50		1,186,822.50	1,117,289.40	69,533.10	59,466.74
12/01/2025	1,186,422.50		1,186,422.50	1,116,727.00	69,695.50	58,147.26
12/01/2026	1,183,702.50		1,183,702.50	1,113,641.00	70,061.50	57,012.56
12/01/2027	1,183,592.50		1,183,592.50	1,114,079.00	69,513.50	55,170.21
12/01/2028	1,186,305.00		1,186,305.00	1,115,945.80	70,359.20	54,447.63
12/01/2029	1,185,805.00		1,185,805.00	1,116,193.80	69,611.20	52,519.76
12/01/2030	1,181,980.00		1,181,980.00	1,111,846.80	70,133.20	51,572.19
	14,093,013.75	140,932.50	13,952,081.25	12,995,514.61	956,566.64	827,093.27

Savings Summary

PV of savings from cash flow	827,093.27
Plus: Refunding funds on hand	244.56
Net PV Savings	827,337.83

Note: *Preliminary Numbers for discussion purposes only

BOND PRICING

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	12/01/2018	94,000	2.380%	2.380%	100.000
	12/01/2019	96,000	2.380%	2.380%	100.000
	12/01/2020	859,000	2.380%	2.380%	100.000
	12/01/2021	882,000	2.380%	2.380%	100.000
	12/01/2022	904,000	2.380%	2.380%	100.000
	12/01/2023	925,000	2.380%	2.380%	100.000
	12/01/2024	948,000	2.380%	2.380%	100.000
	12/01/2025	970,000	2.380%	2.380%	100.000
	12/01/2026	990,000	2.380%	2.380%	100.000
	12/01/2027	1,014,000	2.380%	2.380%	100.000
	12/01/2028	1,040,000	2.380%	2.380%	100.000
	12/01/2029	1,065,000	2.380%	2.380%	100.000
	12/01/2030	1,086,000	2.380%	2.380%	100.000
		10,873,000			

Dated Date	10/30/2017	
Delivery Date	10/30/2017	
First Coupon	12/01/2017	
Par Amount	10,873,000.00	
Original Issue Discount		
Production	10,873,000.00	100.000000%
Underwriter's Discount		
Purchase Price	10,873,000.00	100.000000%
Accrued Interest		
Net Proceeds	10,873,000.00	

Note: *Preliminary Numbers for discussion purposes only

BOND DEBT SERVICE

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2017			22,283.61	22,283.61
12/01/2018	94,000	2.380%	258,777.40	352,777.40
12/01/2019	96,000	2.380%	256,540.20	352,540.20
12/01/2020	859,000	2.380%	254,255.40	1,113,255.40
12/01/2021	882,000	2.380%	233,811.20	1,115,811.20
12/01/2022	904,000	2.380%	212,819.60	1,116,819.60
12/01/2023	925,000	2.380%	191,304.40	1,116,304.40
12/01/2024	948,000	2.380%	169,289.40	1,117,289.40
12/01/2025	970,000	2.380%	146,727.00	1,116,727.00
12/01/2026	990,000	2.380%	123,641.00	1,113,641.00
12/01/2027	1,014,000	2.380%	100,079.00	1,114,079.00
12/01/2028	1,040,000	2.380%	75,945.80	1,115,945.80
12/01/2029	1,065,000	2.380%	51,193.80	1,116,193.80
12/01/2030	1,086,000	2.380%	25,846.80	1,111,846.80
	10,873,000		2,122,514.61	12,995,514.61

Note: *Preliminary Numbers for discussion purposes only

BOND DEBT SERVICE

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2017			22,283.61	22,283.61	22,283.61
06/01/2018			129,388.70	129,388.70	
12/01/2018	94,000	2.380%	129,388.70	223,388.70	352,777.40
06/01/2019			128,270.10	128,270.10	
12/01/2019	96,000	2.380%	128,270.10	224,270.10	352,540.20
06/01/2020			127,127.70	127,127.70	
12/01/2020	859,000	2.380%	127,127.70	986,127.70	1,113,255.40
06/01/2021			116,905.60	116,905.60	
12/01/2021	882,000	2.380%	116,905.60	998,905.60	1,115,811.20
06/01/2022			106,409.80	106,409.80	
12/01/2022	904,000	2.380%	106,409.80	1,010,409.80	1,116,819.60
06/01/2023			95,652.20	95,652.20	
12/01/2023	925,000	2.380%	95,652.20	1,020,652.20	1,116,304.40
06/01/2024			84,644.70	84,644.70	
12/01/2024	948,000	2.380%	84,644.70	1,032,644.70	1,117,289.40
06/01/2025			73,363.50	73,363.50	
12/01/2025	970,000	2.380%	73,363.50	1,043,363.50	1,116,727.00
06/01/2026			61,820.50	61,820.50	
12/01/2026	990,000	2.380%	61,820.50	1,051,820.50	1,113,641.00
06/01/2027			50,039.50	50,039.50	
12/01/2027	1,014,000	2.380%	50,039.50	1,064,039.50	1,114,079.00
06/01/2028			37,972.90	37,972.90	
12/01/2028	1,040,000	2.380%	37,972.90	1,077,972.90	1,115,945.80
06/01/2029			25,596.90	25,596.90	
12/01/2029	1,065,000	2.380%	25,596.90	1,090,596.90	1,116,193.80
06/01/2030			12,923.40	12,923.40	
12/01/2030	1,086,000	2.380%	12,923.40	1,098,923.40	1,111,846.80
	10,873,000		2,122,514.61	12,995,514.61	12,995,514.61

Note: *Preliminary Numbers for discussion purposes only

ESCROW REQUIREMENTS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Period Ending	Interest	Principal Redeemed	Total
12/01/2017	211,398.75		211,398.75
06/01/2018	211,398.75		211,398.75
12/01/2018	211,398.75		211,398.75
06/01/2019	211,398.75		211,398.75
12/01/2019	211,398.75	10,230,000.00	10,441,398.75
	1,056,993.75	10,230,000.00	11,286,993.75

Note: *Preliminary Numbers for discussion purposes only

ESCROW DESCRIPTIONS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Oct 30, 2017:							
	SLGS	Certificate	12/01/2017	12/01/2017	197,416	0.950%	0.950%
	SLGS	Certificate	06/01/2018	06/01/2018	131,432	1.220%	1.220%
	SLGS	Note	12/01/2018	12/01/2017	132,373	1.320%	1.320%
	SLGS	Note	06/01/2019	12/01/2017	133,246	1.410%	1.410%
	SLGS	Note	12/01/2019	12/01/2017	10,364,185	1.490%	1.490%
					10,958,652		

SLGS Summary

SLGS Rates File	02OCT17
Total Certificates of Indebtedness	328,848.00
Total Notes	10,629,804.00
Total original SLGS	10,958,652.00

Note: *Preliminary Numbers for discussion purposes only

ESCROW COST

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	12/01/2017	197,416	0.950%	197,416.00
SLGS	06/01/2018	131,432	1.220%	131,432.00
SLGS	12/01/2018	132,373	1.320%	132,373.00
SLGS	06/01/2019	133,246	1.410%	133,246.00
SLGS	12/01/2019	10,364,185	1.490%	10,364,185.00
		10,958,652		10,958,652.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
10/30/2017	10,958,652	0.24	10,958,652.24
	10,958,652	0.24	10,958,652.24

Note: *Preliminary Numbers for discussion purposes only

ESCROW CASH FLOW

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS
Bank Loan Provider: BBVA Compass

Date	Principal	Interest	Net Escrow Receipts
12/01/2017	197,416.00	13,983.21	211,399.21
06/01/2018	131,432.00	79,966.34	211,398.34
12/01/2018	132,373.00	79,026.22	211,399.22
06/01/2019	133,246.00	78,152.56	211,398.56
12/01/2019	10,364,185.00	77,213.18	10,441,398.18
	10,958,652.00	328,341.51	11,286,993.51

Escrow Cost Summary

Purchase date	10/30/2017
Purchase cost of securities	10,958,652.00

Note: *Preliminary Numbers for discussion purposes only

ESCROW SUFFICIENCY

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
10/30/2017		0.24	0.24	0.24
12/01/2017	211,398.75	211,399.21	0.46	0.70
06/01/2018	211,398.75	211,398.34	-0.41	0.29
12/01/2018	211,398.75	211,399.22	0.47	0.76
06/01/2019	211,398.75	211,398.56	-0.19	0.57
12/01/2019	10,441,398.75	10,441,398.18	-0.57	
	11,286,993.75	11,286,993.75	0.00	

Note: *Preliminary Numbers for discussion purposes only

ESCROW STATISTICS

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
SFI	140,932.50	0.086	0.969156%	0.969156%	140,762.79	169.71	
BP	10,817,719.74	2.000	1.488199%	1.488199%	10,626,873.17	190,846.54	0.03
	10,958,652.24				10,767,635.96	191,016.25	0.03

Delivery date 10/30/2017
Arbitrage yield 2.380137%

Note: *Preliminary Numbers for discussion purposes only

AGGREGATE DEBT SERVICE

Clermont, Florida Water and Sewer System
Water and Sewer Revenue Refunding Note, Series 2017

PRELIMINARY NUMBERS

Bank Loan Provider: BBVA Compass

Period Ending	Water and Sewer Revenue Refunding Note, Series 2017	Unrefunded Bonds	Aggregate Debt Service
12/01/2017	22,283.61	725,637.50	747,921.11
12/01/2018	352,777.40	760,575.00	1,113,352.40
12/01/2019	352,540.20	760,725.00	1,113,265.20
12/01/2020	1,113,255.40		1,113,255.40
12/01/2021	1,115,811.20		1,115,811.20
12/01/2022	1,116,819.60		1,116,819.60
12/01/2023	1,116,304.40		1,116,304.40
12/01/2024	1,117,289.40		1,117,289.40
12/01/2025	1,116,727.00		1,116,727.00
12/01/2026	1,113,641.00		1,113,641.00
12/01/2027	1,114,079.00		1,114,079.00
12/01/2028	1,115,945.80		1,115,945.80
12/01/2029	1,116,193.80		1,116,193.80
12/01/2030	1,111,846.80		1,111,846.80
	12,995,514.61	2,246,937.50	15,242,452.11

Note: *Preliminary Numbers for discussion purposes only

CITY OF CLERMONT
RESOLUTION NO. 2017-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA SUPPLEMENTING RESOLUTION NO. 1162 ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA ON OCTOBER 24, 2000, AS HERETOFORE AMENDED AND SUPPLEMENTED, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY ITS WATER AND SEWER REVENUE REFUNDING BOND, SERIES 2017, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000 FOR THE PURPOSES OF (I) ADVANCE REFUNDING THE CITY'S OUTSTANDING WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2009 MATURING IN THE YEARS 2020 THROUGH 2030 (THE "REFUNDED OBLIGATIONS") AND (II) PAYING THE COSTS OF ISSUING THE SERIES 2017 BOND; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2017 BOND THE PLEDGED FUNDS DESCRIBED IN RESOLUTION NO. 1162, AS AMENDED AND SUPPLEMENTED; ESTABLISHING OR PROVIDING FOR THE ESTABLISHMENT OF THE DATED DATE, INTEREST RATE, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULE OF SAID SERIES 2017 BOND; ACCEPTING THE PROPOSAL OF COMPASS MORTGAGE CORPORATION TO PROVIDE THE CITY WITH A TAX-EXEMPT TERM LOAN FACILITY PURSUANT TO THIS RESOLUTION AND THE SERIES 2017 BOND; PROVIDING THAT THE SERIES 2017 BOND SHALL CONSTITUTE AND BE SECURED AS AN "ADDITIONAL BOND" UNDER RESOLUTION NO. 1162, AS AMENDED AND SUPPLEMENTED; APPOINTING AN ESCROW HOLDER AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT PROVIDING FOR THE PAYMENT OF THE REFUNDED OBLIGATIONS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF THE SERIES 2017 BOND; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE 1

GENERAL

SECTION 1.1 Definitions.

When used in this Resolution, the terms defined in the Original Instrument (as hereinafter defined) shall have the respective meanings assigned thereto by the Original Instrument and the following terms shall have the following meanings, unless the context clearly otherwise requires:

“Act” shall mean the Constitution and laws of the State of Florida, including Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law.

“Bank” shall mean Compass Mortgage Corporation.

“Bond Counsel” shall mean Foley & Lardner LLP, Jacksonville, Florida, bond counsel to the Issuer with respect to the issuance of the Series 2017 Bond.

“Clerk” shall mean the City Clerk of the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

“Escrow Account” shall mean the Escrow Account held for the benefit of the holder of the Refunded Obligations by the Escrow Holder under the Escrow Deposit Agreement.

“Escrow Deposit Agreement” shall mean the Escrow Deposit Agreement to be executed and delivered between the Issuer and the Escrow Holder, substantially in the form attached hereto as Exhibit A.

“Escrow Holder” shall mean the Escrow Holder appointed pursuant to Section 4.2 of this Resolution.

“Escrow Requirement” shall have the meaning assigned to such term in the Escrow Deposit Agreement.

“Financial Advisor” shall mean Public Financial Management, Inc.

“Finance Director” shall mean the Finance Director of the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

“Governing Body” shall mean the City Council of the Issuer or its successor in function.

“Issuer” shall mean the City of Clermont, Florida.

“Loan” shall mean the tax-exempt term loan to be made to the Issuer pursuant to this Resolution and the Series 2017 Bond.

“Mayor” shall mean the Mayor of the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

“Original Instrument” shall mean Resolution No. 1162 adopted by the Governing Body on October 24, 2000, amending and restating in its entirety Resolution No. 901 adopted by the Governing Body on February 27, 1996, as heretofore amended and supplemented by Resolution No. 1638 adopted by the Governing Body on November 10, 2009.

“Refunded Obligations” shall mean all of the outstanding Series 2009 Bonds maturing in the years 2020 through 2030, to be irrevocably called for redemption as provided in the Escrow Deposit Agreement.

“Registered Owner” shall have the same meaning as the term “Bondholder.”

“Registrar and Paying Agent” shall mean the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

“Resolution” and “this Resolution” shall mean this instrument, as the same may from time to time be amended, modified or supplemented.

“Series 2009 Bonds” shall mean the Issuer’s outstanding Water and Sewer Revenue Refunding Bonds, Series 2009, issued pursuant to the Original Instrument.

“Series 2017 Bond” shall mean the Water and Sewer Revenue Refunding Bond, Series 2017, authorized to be issued by the Issuer pursuant to Section 2.1 hereof.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Resolution; the term “heretofore” shall mean before the date of adoption of this Resolution; and the term “hereafter” shall mean after the date of adoption of this Resolution.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.2 Authority for Resolution.

This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 1.3 Resolution to Constitute Contract.

In consideration of the Loan and the purchase and acceptance of the Series 2017 Bond by the Bank, as the initial Holder of the Series 2017 Bond, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holder from time to time of the Series 2017 Bond.

SECTION 1.4 Findings.

It is hereby ascertained, determined and declared as follows:

(A) The Issuer presently owns and operates a water and sewer system for the health, benefit and welfare of its citizen and inhabitants.

(B) The Issuer has heretofore issued and has presently outstanding and unpaid the Refunded Obligations.

(C) The Issuer deems it necessary, desirable and in the best financial interest of the Issuer that the Refunded Obligations be refunded in order to effectuate interest cost savings and a reduction in the debt service applicable to bonded indebtedness in the manner hereinafter provided. Simultaneously with the issuance of the Series 2017 Bond, subject to Sections 2.1 and 4.2 hereof, a sufficient portion of the proceeds of the Series 2017 Bond and other funds available will be paid by the Issuer to the Escrow Holder for deposit by the Escrow Holder into the Escrow Account established pursuant to the Escrow Deposit Agreement, to effectuate the refunding and defeasance of the Refunded Obligations by providing for the payment of the outstanding principal of, premium, if any, and accrued interest on the Refunded Obligations as provided in the Escrow Deposit Agreement.

(D) The Issuer deems it necessary, desirable and in the best interests of the Issuer that the issuance of the Series 2017 Bond be authorized as provided herein for the purpose of refunding the Refunded Obligations.

(E) The Issuer has received a proposal for the Loan from the Bank in a principal amount not to exceed \$11,000,000, the proceeds of which to be applied for the refunding of the Refunded Obligations as provided herein.

(F) The Issuer deems it necessary, desirable and in the best interest of the Issuer that the Pledged Funds be pledged to the payment of the principal of and interest on the Series 2017 Bond in the manner and to the extent described herein. No part of the Pledged Funds shall be pledged or encumbered in any manner, except that the Pledged Funds have been pledged as security for the Series 2009 Bonds.

(G) The Original Instrument, in Section 6.2 thereof, provides for the issuance of Additional Bonds payable from the Pledged Funds under the terms, limitations and conditions provided therein. The Issuer will issue the Series 2017 Bond as an Additional Bond within the authorization contained in Section 6.2 of the Original Instrument. The Issuer shall comply with the provisions of Section 6.2 of the Original Instrument in connection with the issuance of the Series 2017 Bond.

(H) No Bondholder shall ever be entitled to compel the payment of the principal of and interest on the Series 2017 Bond or any other payments provided for in this Resolution from any funds or revenues of the Issuer other than the sources herein provided in accordance with the terms hereof, nor will any Bondholder have the right to compel the exercise of the ad valorem taxing power of the Issuer to pay the principal of or interest on the Series 2017 Bond or to make any other payments provided for in this Resolution, and the Series 2017 Bond shall not constitute a lien upon the System or any other property of the Issuer or any other property situated within its territorial limits, except the Pledged Funds.

(I) The Issuer is advised that, due to the present volatility of the market for municipal debt, it is in the best interest of the Issuer to issue the Series 2017 Bond by negotiated sale, allowing the Issuer to issue the Series 2017 Bond at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the note, and, accordingly, the City Council of the City finds and determines that it is in the best financial interest of the City that a negotiated sale of the Series 2017 Bond, as provided herein for the purposes of providing the Loan, be authorized.

(J) In order to carry out the refunding of the Refunded Obligations, it is necessary and appropriate that the Issuer authorize the execution and delivery of the Escrow Deposit Agreement between the Issuer and the Escrow Holder in the manner hereinafter provided.

(K) It is necessary and appropriate that the Issuer appoint an escrow holder to serve as such under the Escrow Deposit Agreement, and the institution hereinafter named is acceptable to the Issuer; and it appears to the Governing Body that the same is qualified to serve as Escrow Holder under the Escrow Deposit Agreement in accordance with the terms of the Escrow Deposit Agreement.

(L) Prior to the sale of the Series 2017 Bond, the Purchaser will provide the Issuer with a truth-in-bonding statement regarding the Series 2017 Bond containing the information required by Section 218.358(2), Florida Statutes.

SECTION 1.5 Authorization of Refunding.

The refunding of the Refunded Obligations in the manner herein provided is hereby authorized. Simultaneously with the delivery of the Series 2017 Bond to the Purchaser and receipt of the purchase price thereof, subject to Sections 2.1 and 4.2 hereof, the Issuer will enter into the Escrow Deposit Agreement with the Escrow Holder. At the time the Escrow Deposit Agreement is executed, the Issuer will furnish to the Escrow Holder appropriate documentation to demonstrate that (i) the sum being deposited with the Escrow Holder pursuant to this Resolution, together with other funds deposited into the Escrow Account pursuant to the provisions of the Escrow Deposit Agreement, shall be equal to the Escrow Requirement and (ii) such moneys and investments to be made pursuant to the Escrow Deposit Agreement will be sufficient to produce the moneys required to make all payments described in the Escrow Deposit Agreement for the full and complete refunding and defeasance of the Refunded Obligations.

SECTION 1.6 Acceptance of Proposal.

The Issuer accepts the proposal of the Bank to provide the Issuer with the Loan.

ARTICLE 2

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF SERIES 2017 BOND

SECTION 2.1 Authorization of Series 2017 Bond.

The Issuer hereby authorizes the issuance of a Bond of the Issuer to be designated as “City of Clermont, Florida, Water and Sewer Revenue Refunding Bond, Series 2017,” in a principal amount not to exceed \$11,000,000, to evidence the Loan to be made by the Bank to the Issuer pursuant to this Resolution, for the principal purposes of (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Series 2017 Bond. In the event such Bond is not issued during calendar year 2017, the Series designation for such Bond shall be changed to the calendar year in which such Bond is issued.

SECTION 2.2 Description of Series 2017 Bond.

The Series 2017 Bond shall be issued as a single fully-registered Bond and shall be in denominations of \$1,000 and integral multiples of \$1,000. The Series 2017 Bond shall be dated their date of delivery or such other date as determined by the Finance Director.

The Series 2017 Bond shall bear interest from its date, payable semiannually on the first day of June and the first day of December of each year, commencing December 1, 2017, or such other date as determined by the Finance Director, at an initial interest rate not to exceed 2.38% per annum and shall have a final maturity date of December 1, 2030. Interest on the Series 2017 Bond will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2017 Bond shall be subject to redemption prior to their maturity as set forth in the form of Bond set forth in Section 2.5 hereof. Notice of redemption shall be given as provided in Article 3 of the Original Instrument. Notwithstanding the foregoing or any other provision hereof, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

The final payment of the principal of or Redemption Price, if applicable, on the Series 2017 Bond is payable only upon presentation and surrender of the Series 2017 Bond at the office of the Paying Agent. Interest payable on any Series 2017 Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request and expense of such Holder, by bank wire transfer for the account of such Holder. In the event the interest payable on any Series 2017 Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be

registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten (10) days preceding such special record date. All payments of principal of and Redemption Price, if applicable, and interest on the Series 2017 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

From and after any maturity date of any of the Series 2017 Bond, whether at fixed maturity, or otherwise (deposit of moneys and/or Securities for the payment of the principal and interest on such Series 2017 Bond having been made by the Issuer with the Paying Agent), notwithstanding that any of such Series 2017 Bond shall not have been surrendered for cancellation, no further interest shall accrue upon the principal or upon the interest which shall have accrued and shall then be due on such date, and such Series 2017 Bond shall cease to be entitled to any lien, benefit or security under this Resolution, and the Holder shall have no rights in respect of such Series 2017 Bond except to receive payment of such principal and unpaid interest accrued to the maturity date.

Redemption of the Series 2017 Bond shall be in accordance with and governed by the provisions of Article 3 of the Original Instrument and the applicable provisions of this Resolution.

SECTION 2.3 Application of Loan Proceeds.

The proceeds of the Loan shall, simultaneously with the delivery of the Series 2017 Bond to the Bank, be applied by the Issuer as follows:

(A) A sum which, together with other funds deposited in the Escrow Account pursuant to the provisions of the Escrow Deposit Agreement, shall equal the Escrow Requirement, shall be deposited with the Escrow Holder under the Escrow Deposit Agreement and applied only in the manner provided in the Escrow Deposit Agreement.

(B) The Issuer covenants and agrees to establish a separate account with an Authorized Depository to be known as the “City of Clermont Water and Sewer Revenue Refunding Bond, Series 2017, Costs of Issuance Account,” which shall be used only for payment of the costs and expenses described in this subsection. An amount sufficient to pay all costs and expenses relating to the issuance of the Series 2017 Bond shall be deposited by the Issuer in the Costs of Issuance Account. Such moneys shall be in an amount sufficient to pay all of the costs and expenses in connection with the preparation, issuance and sale of the Series 2017 Bond, including fees of financial advisors, engineering and other consulting fees, legal fees, bond insurance premiums, printing fees, rating agency fees and all other similar costs and all such costs and expenses shall be promptly paid by the Issuer from said account to the Persons respectively entitled to receive the same. When all moneys on deposit to the credit of said account shall have been disbursed by the Issuer for the payment of such costs and expenses, said account shall be closed; provided, however, that if any balance shall remain in said account six months after issuance of the Series 2017 Bond, such moneys shall be transferred by the Issuer to the Interest Account and the special account created pursuant to this subsection shall be closed.

SECTION 2.4 Execution and Authentication of Series 2017 Bond.

The Series 2017 Bond shall be executed and authenticated in the manner provided in the Original Instrument.

SECTION 2.5 Form of Bond.

The Series 2017 Bond shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the officers of the Issuer executing the Series 2017 Bond prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Series 2017 Bond to the Bank):

[FORM OF SERIES 2017 BOND]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF LAKE
CITY OF CLERMONT
WATER AND SEWER REVENUE REFUNDING BOND, SERIES 2017**

<u>Date of Issuance</u>	<u>Interest Rate</u>	<u>Final Maturity Date</u>
October 30, 2017	2.38%, subject to Adjustment as provided herein	December 1, 2030

Registered Holder: Compass Mortgage Corporation

Principal Amount: _____ MILLION _____ HUNDRED THOUSAND
DOLLARS (\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the City of Clermont, a municipality created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the sources of payment hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above in installments in accordance with Schedule I hereto with the final installment being payable on the Final Maturity Date identified above and interest (calculated on the basis of a 360-day year of twelve 30-day months) on the unpaid Principal Amount outstanding from the Date of Issuance identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, subject to adjustment as provided herein, on June 1 and December 1 of each year commencing December 1, 2017, until such Principal Amount shall have been paid in full or provided for, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. The final payment of the Principal Amount and the premium, if any, on this bond, are payable, upon

presentation and surrender hereof, at the offices of the Issuer, Clermont, Florida, as paying agent, or such other paying agent as the Issuer shall hereafter duly appoint (the “Paying Agent”). Payment of each installment of interest shall be made to the person in whose name this bond shall be registered on the registration books of the Issuer maintained by the Issuer, Clermont, Florida, as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the “Registrar”), as provided in the Resolution (hereinafter defined).

This bond (the “Bond”) has been issued for the purpose of refunding the Issuer’s outstanding Water and Sewer Revenue Refunding Bonds, Series 2009, maturing in the years 2020 through 2030, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law (the “Act”), and Resolution No. 1162 duly adopted by the City Council of the Issuer on October 24, 2000, as amended and supplemented from time to time, particularly as amended and supplemented by the resolution duly adopted by the City Council of the Issuer on October __, 2017 (collectively, the “Resolution”), and is subject to all the terms and conditions of the Resolution.

The principal of, premium, if any, and interest on this bond are payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Resolution), including the Net Revenues (as defined in the Resolution) to be derived from the operation of the Issuer’s water and sewer system (the “System”), and, until applied in accordance with the provisions of the Resolution, the proceeds of the Bond and all moneys, including investments thereof, in certain of the funds and accounts established pursuant to the Resolution, all in the manner and to the extent described in the Resolution (collectively, the “Pledged Funds”). This Bond is not secured by the Reserve Fund (as defined in the Resolution) or any account therein. It is expressly agreed by the Registered Holder of this bond that the full faith and credit of neither the Issuer, the State of Florida, nor any political subdivision thereof, is pledged to the payment of the principal of or premium, if any, or interest on this Bond and that the Registered Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, except the Pledged Funds, and shall be payable solely from the Pledged Funds in accordance with the terms of the Resolution.

Upon the occurrence of a Determination of Taxability (defined below), this Bond or the affected portions thereof will bear interest at a rate of interest per annum from the date of the Event of Taxability (defined below) relating thereto equal to 3.66% per annum (the “Taxable Rate”). Upon the occurrence of an Event of Taxability with respect to only a portion of interest on the Series 2017 Bond, this Bond will bear interest at a rate of interest per annum from the Event of Taxability equal to the initial Interest Rate plus, with respect to such portion of interest subject to the Event of Taxability, an amount equal to such interest multiplied by the ratio of the Taxable Rate to the initial Interest Rate. “Determination of Taxability” means receipt by the Issuer of a final judgment by a court of competent jurisdiction or a final official action of the Internal Revenue Service determining that an Event of Taxability has occurred, “Event of Taxability” means the circumstance of any interest payable with respect to this Bond becoming includable in the gross income of the Bondholder for federal income tax purposes as a result of conditions arising from any action or inaction of the Issuer.

For purposes hereof, the following terms have the following meanings:

“Average Principal” means the simple average of (i) the principal balance of this Bond on the Prepayment Date and (ii) the principal balance of this Bond scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the Final Maturity Date (plus any accrued and unpaid fees or other sums to the Holder).

“AYD” means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Date of Issuance specified above, for a maturity that is the same as the term of this Bond on the Date of Issuance (rounded to the nearest whole number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of this Bond on the Date of Issuance, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of this Bond on the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of this Bond on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported shall be used.

“Days Remaining” means the number of days from the Prepayment Date through the Final Maturity Date.

“H.15 Report” means the Federal Reserve Board's Statistical Release H.15, “Selected Interest Rates.” Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board's website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, the Bondholder may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

“Percent Prepaid” means the percentage determined by dividing the principal amount of this Bond being prepaid by the principal balance of this Bond outstanding on the Prepayment Date.

“Prepayment Date” means the date on which the Bondholder receives a prepayment of this Bond.

“Prepayment Premium” means an amount equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

On or before October 30, 2024, the Issuer may, subject to the provisions of the Resolution and not less than thirty (30) days’ prior written notice directly to the Bondholder, prepay the principal of this Bond in minimum increments of \$1,000 or any integral multiple thereof, in whole or in part, at any time or times, at a prepayment price of 100% of the principal amount being prepaid, plus accrued interest to the Prepayment Date on such prepaid principal, plus the Prepayment Premium.

After October 30, 2024, the Issuer may, subject to the provisions of the Resolution and not less than thirty (30) days' prior written notice directly to the Bondholder, prepay the principal of this Bond in minimum increments of \$1,000 or any integral multiple thereof, in whole or in part, at any time or times, at a prepayment price of 100% of the principal amount being prepaid, plus accrued interest to the Prepayment Date on such prepaid principal, without premium or penalty.

Notwithstanding any provision contained herein to the contrary, in no event shall the interest contracted for, charged or received in connection with the Bond (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the laws of the State of Florida. In the event this Bond is prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of the non-usurious interest allowed by the laws of the State of Florida.

THE ISSUER AND, BY ACCEPTANCE OF THIS BOND, THE BONDHOLDER EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS BOND OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS BOND OR THE OTHER LOAN DOCUMENTS OR ARISING OUT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, ACTS OR OMISSIONS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

Notice of prepayment shall be given in the manner required by the Resolution.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, but may be transferred only in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond in the same principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, prescribed in the Resolution. This Bond is issuable only as a single fully-registered Bond. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of this Bond during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed prepayment of this Bond, during the fifteen (15) days next preceding the prepayment date established for this Bond.

Neither the members of the City Council of the Issuer nor any person executing this bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of this Bond does not violate any constitutional or statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Registrar.

IN WITNESS WHEREOF, the City of Clermont, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and attested and countersigned by the manual or facsimile signature of its City Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 30th day of October, 2017.

CITY OF CLERMONT, FLORIDA

(OFFICIAL SEAL)

By _____
Gail L. Ash, Mayor

ATTESTED AND COUNTERSIGNED:

Tracy Ackroyd Howe, City Clerk

Approved as to Form:

By: Daniel F. Mantzaris, City Attorney

CERTIFICATE OF AUTHENTICATION

This Bond is of the issue described in the within-mentioned Resolution.

Date of Authentication: October 30, 2017

CITY OF CLERMONT, FLORIDA,
as Registrar and Paying Agent

By: _____
Joseph E. Van Zile
Finance Director

SCHEDULE I

BOND PRINCIPAL PAYMENTS

<u>December 1</u>	<u>Principal Amounts</u>
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____

(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____

(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint _____
_____,
as attorneys to register the transfer of the said bond on the books kept for registration thereof with
full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

NOTICE: The signature to this assignment
must correspond with the name of the
Registered Holder as it appears upon the face
of the within bond in every particular,
without alteration or enlargement or any
change whatever and the Social Security or
other identifying number of such assignee
must be supplied.

ARTICLE 3

SECURITY, PLEDGED FUNDS AND APPLICATION THEREOF

SECTION 3.1 Series 2017 Bond not to be Indebtedness of Issuer.

The Series 2017 Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a “bond” within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with the terms of this Resolution and the Original Instrument. No Holder of any Series 2017 Bond shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer to pay such Series 2017 Bond or be entitled to payment of such Series 2017 Bond from any moneys or property of the Issuer except the Pledged Funds in the manner provided herein and in the Original Instrument.

SECTION 3.2 Security for Series 2017 Bond.

The payment of the principal of or Redemption Price, if applicable, and interest on the Series 2017 Bond shall be secured forthwith equally and ratably by a pledge of and prior lien upon the Pledged Funds in the manner and to the extent described herein. The Pledged Funds shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Series 2017 Bond, without any physical delivery by the Issuer of the Pledged Funds or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if any, and interest on the Series 2017 Bond in the manner and to the extent provided in this Resolution and the Original Instrument.

The Series 2017 Bond shall not be secured by the Reserve Fund or any account therein.

SECTION 3.3 Application of Provisions of Original Instrument.

The Series 2017 Bond shall for all purposes be considered to be an Additional Bond issued under the authority of Section 6.2 of the Original Instrument and shall be entitled to all the protection and security provided in and by the Original Instrument for Bonds as provided therein.

ARTICLE 4

MISCELLANEOUS

SECTION 4.1 Audit, Budget and Other Information.

The Issuer will furnish to the Holder (i) within 5 days of receipt, but in no event later than 180 days of each fiscal year-end, annual audited financial statements of the Issuer prepared in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by Comptroller, General of the United States, (ii) within 30 days of the beginning of each fiscal year,

annual Issuer-prepared budget which shall include at a minimum: income statement, balance sheet, and details related to capital expenditures and financing plans, and (iii) such other additional information that the Holder may from time to time reasonably request.

SECTION 4.2 Escrow Holder; Execution and Delivery of Escrow Deposit Agreement.

U.S. Bank National Association, Jacksonville, Florida, is hereby appointed Escrow Holder for the Series 2017 Bond refunding proceeds. The Escrow Deposit Agreement, with such omissions, insertions and variations as may be approved on behalf of the Issuer by the Mayor or the Finance Director, such approval to be evidenced conclusively by the Mayor's execution thereof, is hereby approved and authorized. The Issuer hereby authorizes and directs the Mayor to execute the Escrow Deposit Agreement and to deliver the same to the Escrow Holder for the Series 2017 Bond refunding proceeds. All of the provisions of the Escrow Deposit Agreement, when executed, dated and delivered by or on behalf of the Issuer as authorized herein and by or on behalf of the Escrow Holder for the Series 2017 Bond refunding proceeds, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 4.3 General Authority.

The members of the Governing Body and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2017 Bond and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be reasonably required by Bond Counsel or the Bank to effectuate the sale and delivery of the Series 2017 Bond.

SECTION 4.4 Authorization of Execution of Certificates and Other Instruments.

The Mayor, the Clerk and the Finance Director are each hereby authorized and directed, under the official seal of the Issuer, to execute and deliver certificates of the Issuer certifying such facts as the Issuer's attorney or Bond Counsel shall require in connection with the issuance, sale and delivery of the Series 2017 Bond, and to execute and deliver such other instruments as shall be necessary or desirable to perform the Issuer's obligations under the Original Instrument and this Resolution to consummate the transactions contemplated hereby and thereby.

SECTION 4.5 No Personal Liability.

No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2017 Bond, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2017 Bond, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the Governing Body, officer, employee or agent of the Issuer in his

or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Series 2017 Bond, or any certificate or other instrument to be executed in connection with the issuance of the Series 2017 Bond, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 4.6 No Third Party Beneficiaries.

Except such other Persons as may be expressly described herein or in the Series 2017 Bond, nothing in this Resolution, or in the Series 2017 Bond, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer, the Insurer and the Holder any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2017 Bond, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Insurer and the Persons who shall from time to time be the Holder.

SECTION 4.7 Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2017 Bond.

SECTION 4.8 Repeal of Inconsistent Resolutions.

All other resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 4.9 Original Instrument in Full Force and Effect.

Except as hereby supplemented, the Original Instrument shall remain in full force and effect.

SECTION 4.10 Table of Contents and Headings not Part Hereof.

The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

[Remainder of Page Intentionally Left Blank]

SECTION 4.11 Effective Date.

This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 24th day of October, 2017.

**CITY COUNCIL OF THE CITY OF
CLERMONT**

By: _____
Gail L. Ash, Mayor

(OFFICIAL SEAL)

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to Form:

Daniel F. Mantzaris

I, Tracy Ackroyd Howe, Clerk of the City of Clermont, Florida, hereby certify that the foregoing is a true and correct copy of Resolution No. 2017-59 of said City passed and adopted on October 24, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 24th day of October, 2017.

Tracy Ackroyd Howe, City Clerk

(OFFICIAL SEAL)

EXHIBIT A
ESCROW DEPOSIT AGREEMENT

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Nadine
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10067920
Phone: (352) 241-7331
Date: 08/25/17
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider t	08/31/2017	09/19/2017	\$164.76

LEGAL NOTICE

August 31, 2017 &
September 19, 2017

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

Ad No: 10067920

Payment Info	
Ad Price	\$164.76
Tax	\$0.00
Sub Total	\$164.76
Prepaid Amount	\$0.00
Balance Due	\$164.76



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

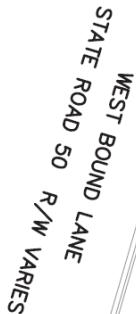
Meeting Date	
Tuesday, October 24, 2017	
Agenda Item Name	
Variance Requests <i>Sherwin Williams</i>	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
This request was originally scheduled to be heard by the Council on August 8, 2017, but it was tabled to September 12, 2017 at the applicant's request. The September 12, 2017 meeting was moved to September 19, 2017 due to the Hurricane. At the September 19, 2017 meeting, the Council agreed to table the request to October 10, 2017 to allow the applicant time to work out the details of the plan. On October 10, 2017, the applicant requested additional time to finalize the details of the proposal and the Council agreed to extending it to the October 24th meeting. 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. The subject parcel is located at the corner of Highway 50 and Milholland Drive. The applicant has indicated that the property has many disadvantages that make the site a challenge to develop. The applicant has revised the site plan and provided a parking study of similar Sherwin Williams retail sites and provided a parking agreement with the Wendy's restaurant for three parking spaces. The requested variances include: 1) Reduce required parking to 13 spaces instead of the 20 spaces required by the Land Development Code, Section 98-14. 2) Reduce rear yard building setback from 25 feet to 12 feet as required by the Land Development Code Section 122-226. 3) Reduce the required landscape buffer width along SR 50 from 20 feet as required by the Land Development Code, Section 118.37 to allow variable widths that will meet the vegetation requirements by clustering the plants and shrubs. 4) Reduce the required landscape buffer width on Milholland Street from 15 feet as required by the Land Development Code, Section 118-37 to allow variable widths. 5) Reduce the required landscape buffer width from the adjacent property to the North from 10 feet to 6 feet. Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this variance request because Section 86-174 of the Land Development Code requires a positive finding on the eight review criteria in order to grant a variance, and staff believes that three of the eight do not meet these findings. Staff recommends denial of the requested variances.	
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.	Variance Site Plan	Variance+Site+Plan.pdf
3.	Site Plan	PLANSP.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



Variance Site Plan

[illegible]

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

RAM S.V. ALUR P.
DATE:

Click on
Comme
features

SITE PLAN WITH DETAILS

**SR 50 @ MILHOLLAND
SHERWIN-WILLIAMS**

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

ASPIRE ENGINEERING, INC.
CONSULTING ENGINEERS • PLANNERS
1023 PROFESSIONAL PARK DR., BRANDON, FL 33811
TEL: (813) 671-8880, FAX: (813) 671-1753; E-mail: enr@aspireeng.com

DATE:	07/07/2017
DESIGNED BY:	RA
DRAWN BY:	RA
CHECKED BY:	RA
FILE NAME:	17000ST1
PROJECT #:	17-000
SHEET:	

012

SITE PLANS

for:

SR 50 @ MILHOLLAND SHERWIN WILLIAMS

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

INDEX OF SHEETS

<i>SHEET NO.</i>	<i>DESCRIPTION:</i>
C-1	COVER SHEET
C-2	SITE PLAN WITH DETAILS
C-3	SITE PLAN WITHOUT DETAILS
LS1 TO LS3	LANDSCAPE PLAN
P1	BUILDING ELEVATIONS

"INVESTIGATE BEFORE YOU EXCAVATE"



CALL SUNSHINE @ 1-800-432-4770
FL. STATUE 553.851 (1979) REQUIRES A
MIN. OF 2 DAYS AND MAX. OF 5
DAYS NOTICE BEFORE YOU EXCAVATE.

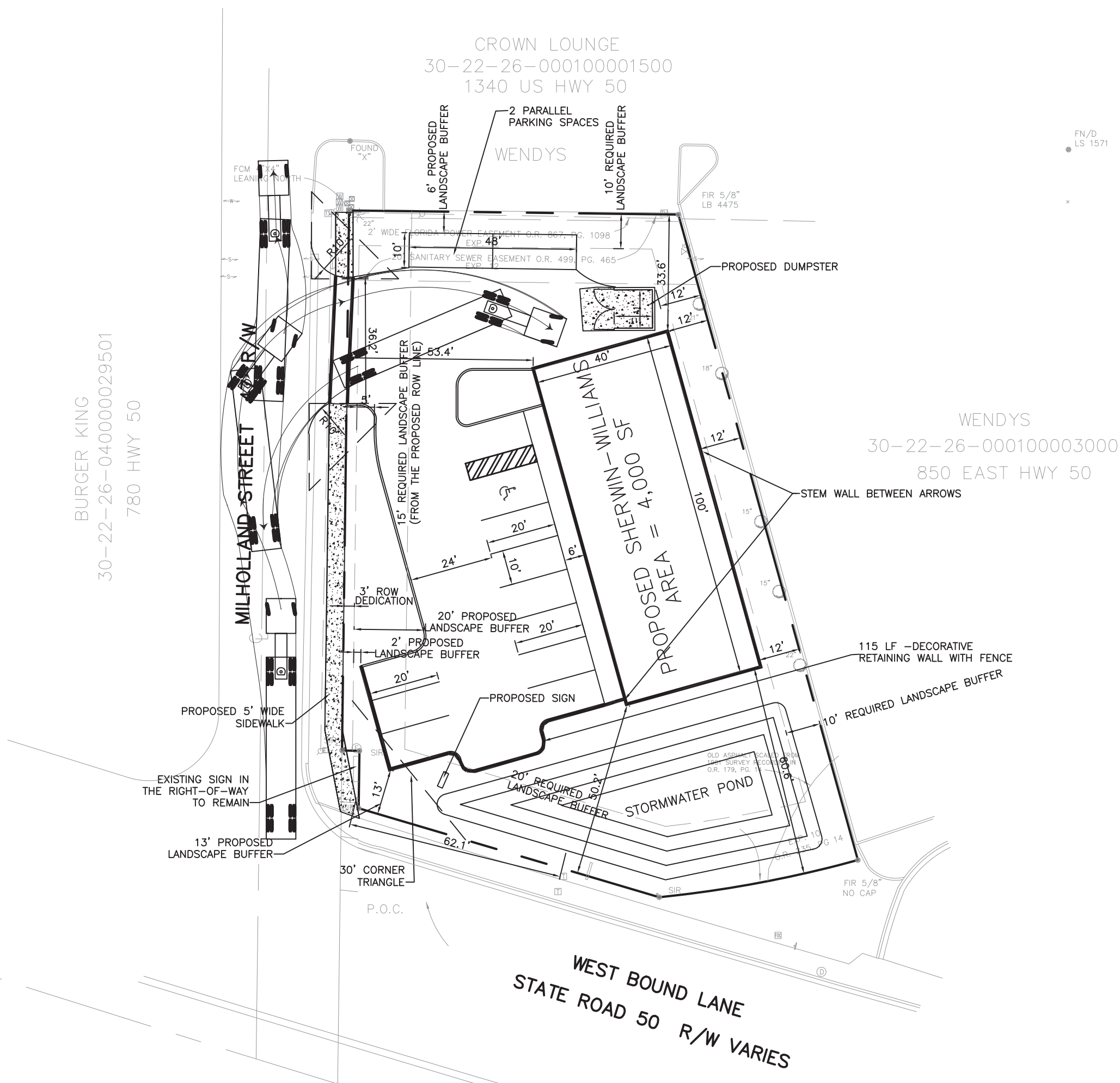
RAWI S.V. ALUR P.E. #50583



ASPIRE ENGINEERING, INC. - CONSULTING ENGINEERS * PLANNERS
CA# 9256 ENGINEERING EXCELLENCE DELIVERED

LAST REVISED OCTOBER 9, 2017
PROJECT NO. 17-031

1023 PROFESSIONAL PARK DR., BRANDON, FL 33511, Ph: (813)571-2850; Fax: (813)571-1753



LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS: FRACTIONAL NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DESCRIBED AS: BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET AND THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY #50, IN THE CITY OF CLERMONT, FLORIDA, AND RUN THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET 195 FEET; THENCE NORTH 89° 58' EAST 84.5 FEET; THENCE SOUTH 16° 17' 20" EAST (ALONG RADIAL LINE) 192.35 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY #50; THENCE SOUTHWESTERLY ALONG THE SAID RIGHT-OF-WAY, ON A 350 FOOT RADIUS CURVE (CONCAVE TO THE NORTHWEST) AN ARC DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE WEST 5 FEET OF SOUTH 15 FEET THEREOF AS DESCRIBED IN OFFICIAL RECORDS BOOK 602, PAGES 1284 AND 1285, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND LESS AND EXCEPT: FRACTIONAL NORTH HALF (N 1/2) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH RANGE 26 EAST, DESCRIBED AS: BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET AND THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY #50, IN THE CITY OF CLERMONT, FLORIDA, AND RUN THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET 25 FEET TO POINT OF BEGINNING; THENCE EAST 5 FEET; THENCE NORTH AND PARALLEL TO MILHOLLAND STREET 15 FEET; THENCE WEST 5 FEET; THENCE SOUTH TO POINT OF BEGINNING, AS DESCRIBED IN OFFICIAL RECORDS BOOK 211, PAGE 73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1564, PAGE 157, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT STAMPED "LB 4808" MARKING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 08°32'54" EAST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 1501.21 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 50, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, F.P. 238428-3, SECTION 11070, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8729.85 FEET, THENCE DEPARTING SAID NORTH LINE OF SECTION 30, FROM A TANGENT BEARING OF SOUTH 71°41'07" EAST, RUN SOUTHEASTERLY ALONG SAID CENTERLINE OF SURVEY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°45'12" AN ARC DISTANCE OF 775.34 FEET TO THE END OF SAID CURVE; THENCE CONTINUING ALONG SAID CENTERLINE OF SURVEY, RUN SOUTH 63°56'50" EAST 923.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8594.42 FEET; THENCE CONTINUING ALONG SAID CENTERLINE OF SURVEY, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°59'51" AN ARC DISTANCE OF 1349.63 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EAST LINE OF MILHOLLAND STREET SHOWN ON THE PLAT(S) OF CLERMONT HEIGHTS, PLAT BOOK 4, PAGE 1 AND THE CITY OF CLERMONT, PLAT BOOK 8, PAGES 17-23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE SURVEY, NORTH 00°51'48" EAST ALONG SAID PROJECTION 71.04 FEET TO A POINT ON SAID EAST LINE OF MILHOLLAND STREET; ALSO BEING A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 179, PAGE 12, SAID PUBLIC RECORDS, FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°51'48" EAST ALONG SAID EAST LINE OF MILHOLLAND STREET 8.84 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 211, PAGE 73, SAID PUBLIC RECORDS; THENCE DEPARTING SAID EAST LINE SOUTH 89°08'12" EAST ALONG SAID SOUTH LINE 5.00 FEET; THENCE SOUTH 00°51'48" WEST 1.70 FEET; THENCE SOUTH 73°24'00" EAST 89.95 FEET TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 50 AS SHOWN ON SAID RIGHT OF WAY MAP, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 64°01'52" WEST, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 0 12'35" AN ARC DISTANCE OF 66.80 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 179, PAGE 12, SAID PUBLIC RECORDS; THENCE NORTH 00°51'48" EAST ALONG SAID EAST LINE 15.13 FEET TO THE NORTHEAST CORNER OF SAID LANDS, BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 335.00 FEET AND A CHORD BEARING OF NORTH 80°59'41" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'50" A DISTANCE OF 5.05 FEET TO THE POINT OF BEGINNING.

DATE: 07/07/2017

DESIGNED BY: RA

DRAWN BY: RA

CHECKED BY: RA

FILE NAME: 17000SITE

PROJECT #: 17-000

SHEET: C-2

ASPIRE ENGINEERING, INC.

CONSULTING ENGINEERS - PLANNERS

1033 PROFESSIONAL PARK DR. BRANDON, FL 33811

TEL: (813) 971-3860 FAX: (813) 971-1763 E-mail: aspiresg@aol.com

SITE PLAN WITH DETAILS

SR 50 @ MILHOLLAND SHERWIN-WILLIAMS

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

BURGER KING
30-22-26-040000029501
780 HWY 50

MILHOLLAND STREET 47' R/W

CROWN LOUNGE
30-22-26-000100001500
1340 US HWY 50

WENDYS

PROPOSED DUMPSTER

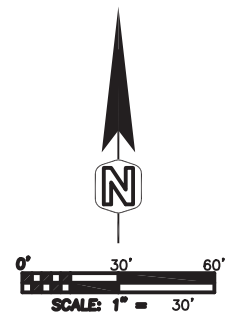
WENDYS
30-22-26-000100003000
850 EAST HWY 50

PROPOSED SIGN

PROPOSED SHERWIN-WILLIAMS
AREA = 4,000 SF

STORMWATER POND

STATE ROAD 50 R/W VARIES



SITE PLAN
WITHOUT DETAILS

SR 50 @ MILHOLLAND
SHERWIN-WILLIAMS
SECTION 30, TOWNSHIP 22 S., RANGE 26 E.
CITY OF CLERMONT, FLORIDA

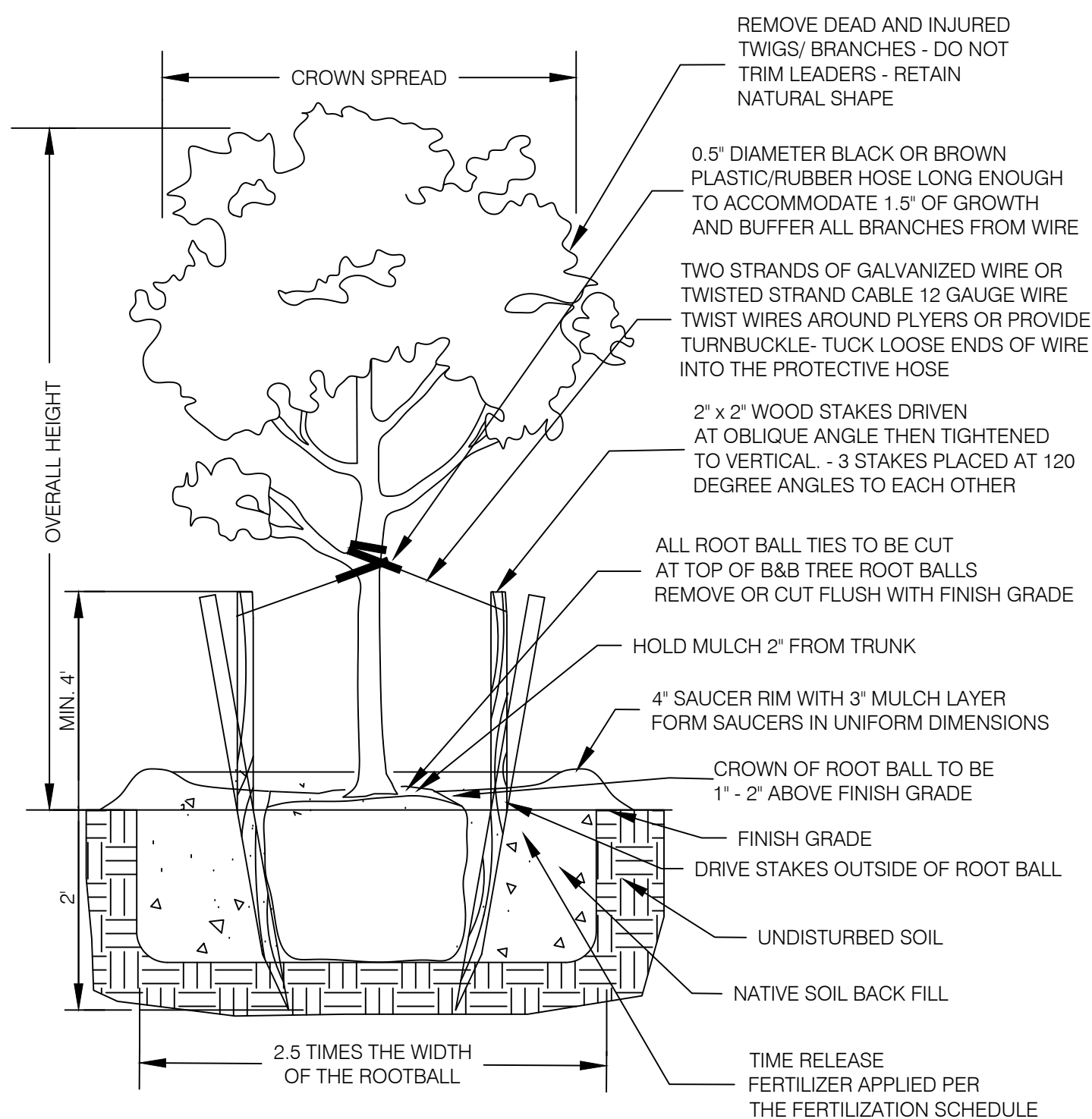
ASPIRE ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
1033 PROFESSIONAL PARK DR., BRANDON, FL 33911
TEL: (813) 971-8860, FAX: (813) 971-1783, E-mail: aspireeng@aspi.com

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

RAY S.V. ALUR P.E. #00933
DATE:

DATE: 07/07/2017
DESIGNED BY: RA
DRAWN BY: RA
CHECKED BY: RA
FILE NAME: 17000SITE
PROJECT #: 17-000
SHEET:
C-3

1. STAKING DETAIL ONLY FOR TREES WITH LESS THAN 3" CALIPER MEASUREMENTS. SEE ALTERNATE STAKING DETAIL FOR TREES 3 INCH OR GREATER CALIPER (LARGE TREE PLANTING/STAKING).
2. OTHER TREE STAKING SYSTEMS MAY BE ACCEPTABLE IF APPROVED BY THE LANDSCAPE ARCHITECT (727) 343-1809.
3. LANDSCAPE CONTRACTOR SHALL REMOVE STAKING AND GUYING MATERIALS AFTER ONE YEAR.



1 TREE PLANTING DETAIL

Diagram illustrating the dimensions and components of a tree planting pit:

- SPREAD:** The width of the tree canopy.
- HEIGHT:** The height of the tree.
- HOLD MULCH 2" FROM STEMS:** Instruction to keep mulch away from the base of the trunk.
- 3" MULCH LAYER- SEE LANDSCAPE GENERAL NOTES FOR MULCH TYPE:** The layer of mulch applied to the surface.
- NATIVE SOIL BACK FILL:** The soil used to fill the pit around the root ball.
- UNDISTURBED SOIL:** The original ground surface.
- TIME RELEASE FERTILIZER AS SHOWN ON THE FERTILIZATION SCHEDULE:** The fertilizer applied to the pit.
- 2 TIMES WIDTH OF ROOT BALL:** The diameter of the pit.

2 SHRUB & GROUNDCOVER PLANTING DETAIL

LS1 NOT TO SCALE

Diagram illustrating the installation of a tree protection zone (TPZ) barrier:

- MIN. 5' LENGTH POSTS WITH MINIMUM 18" EMBEDDED IN SOIL
- 2' x 4" VERTICAL WOOD STAKES WITH 2' x 4" HORIZONTAL WOOD MEMBERS
- PVC SAFETY FENCE- ATTACH TO HORIZONTAL AND VERTICAL WOOD MEMBERS AT 8' INTERVALS
- 6' O.C.
- LOCATE BARRICADE AT DRIP LINE OF PROTECTED TREES OR 12" OFFSET FROM EDGE OF EXISTING PAVEMENT TO REMAIN
- BRANCH PRUNING WHEN REQUIRED SHALL BE PERFORMED BY A LICENSED CERTIFIED ARBORIST AND ACCORDING TO ANSI 300 PRUNING STANDARDS
- ROOT PRUNING AT DRIP LINE IS REQUIRED FOR LOCATIONS WHERE SUB-GRADE WILL BE DISTURBED- WORK TO BE PERFORMED BY A LICENSED CERTIFIED ARBORIST.

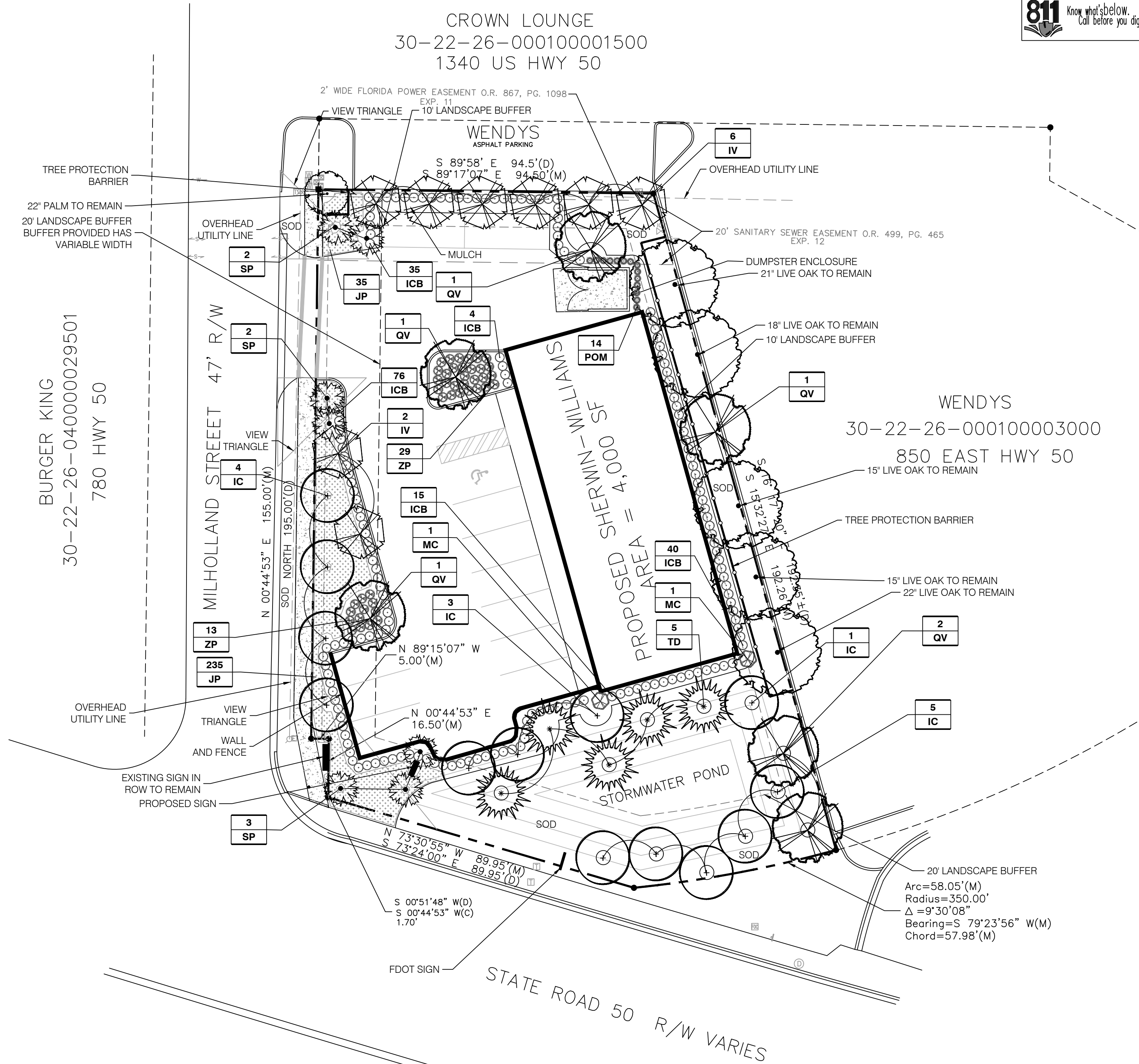
DISTANCES ALSO APPLY TO THE PLACEMENT OF UNDERGROUND UTILITIES. UTILITIES WITHIN TREE PROTECTION BARRICADES TO BE INSTALLED VIA SUBSURFACE BORING-NOTIFY CITY STAFF PRIOR TO BEGINNING SUBSURFACE BORING

3 TREE PROTECTION DETAIL

1. All plant material to be Florida #1 or better quality, as specified in the current edition of the FDACS Grades and Standards for Nursery Stock'.
2. Tree caliper measurements shall be taken at six (6") inches above natural grade. Measurements for trees over four (4") inches of caliper shall be taken at twelve (12") above natural grade. Diameter breast height (DBH) measurements to be taken at 4.5 feet above natural grade.
3. The Plant Material Schedule included with the Plans is provided only for the landscape contractor's convenience; it shall not be construed as to conflict or predominate over the Plans.
4. In the event of discrepancies in the quantities shown on the Plant Material Schedule/Bid Form and those shown on the Plans, the landscape contractor shall bid the quantity shown on the Plant Material Schedule/Bid Form and provide a note as to the quantity shown on the Plans.
5. If a conflict between the Plans and the Specifications exists, the Plans shall predominate and be considered the controlling document.
6. Landscape contractor shall provide documentation of plant variety when specified. Plants specified by Genus and Species alone shall not require documentation.
7. All materials shall be installed as specified on the Plans. If material and labor do not adhere to the Details and Specifications, they will be rejected by the Landscape Architect. Rejected materials will be replaced by the landscape contractor at no additional cost.
8. All necessary permits are to be provided by the installing contractor for work shown on the Plans (unless otherwise specifically stated in the Specifications or Bid Documents).
9. The landscape contractor shall be responsible for verification and protection of all underground and overhead utilities. Plant material shown on the Plans that conflict with the utilities shall be brought to the attention of the Landscape Architect prior to installation.
10. The General Contractor shall provide site grading to within 0.1 foot of finish grade. The landscape contractor shall provide fine grading to produce a positive drainage condition on the site. Surface water shall be directed to engineered drainage structures/swales with smooth grading transitions. Debris larger than 1.5 inches shall be removed from surface of landscape beds and sodded areas.
11. All plant material shall be installed and maintained in the highest standard of workmanship and in accordance with the Details and Specifications. Plant material shall be maintained by the landscape contractor until Final Acceptance is granted by the Owner.
12. All B&B trees shall have strings, twine or rope removed from the top of the basket. All flagging tape, identification tags, and other objects shall be removed from the plant material prior to calling for a Substantial Completion inspection.
13. Mulch shall be Pine Bark mini-munogs. Sod shall be Argentine Bahia
14. The landscape contractor shall remove existing vegetation necessary to complete the work shown on the plans. Use of herbicide shall be in accordance to manufacturer's recommendations and supervised by licensed applicators. The landscape contractor is solely responsible for the means to remove existing vegetation and responsible to ensure that re-growth does not occur.
15. The landscape contractor shall keep a neat and orderly job site. Paved surfaces need to be kept clear of debris. Debris generated by the work shown on the Plans shall be removed from the site.
16. The landscape contractor shall provide a replacement warranty for trees of one year's duration and shrub/groundcover for three month's duration from Final Acceptance.
17. Sod shall be laid with tight joints. Sodded areas shall be rolled within three days after installation. Landscape contractor shall apply proper irrigation water quantities prior to rolling to insure proper soil/root contact but not produce indentations from pedestals.
18. All questions concerning the Plans, Details, or Specifications shall be directed to the Landscape Architect, (727-343-1809).

1. All plant material must be fertilized upon installation but prior to mulching. Plant material adjacent to open bodies of water shall be mulched immediately following fertilization to reduce translocation of the granules.
2. Fertilizer shall be Scotts Osmocote® Classic® 19-6-12 in the twelve(12) month release formulation. Contractor may use the Standard or Lo-Start mixes depending on the level of existing fertilizer from plant nursery applications.
3. Each containerized plant shall receive fertilization at the rates shown for each container size. One (1) cup equals two hundred eighty (280) grams of Scotts Osmocote® Classic® 19-6-12 fertilizer.

1 Gallon Container	15 plants per cup
3 Gallon Container	1/4 cup
7 Gallon Container	1/2 cup
15 Gallon Container	3/4 cup
25 Gallon Container	1-1/2 cups
30 Gallon Container	1-3/4 cups
45 Gallon Container	2-1/4 cups
65 Gallon Container	2-1/4 cups
100 Gallon Container	3 cups
4. Each balled and burlapped plant shall receive one half (0.5) cup of Scotts Osmocote® Classic® 19-6-12 in the twelve (12) month release formulation for every caliper inch of trunk. One (1) cup equals two hundred eighty (280) grams of Scotts Osmocote® Classic® 19-6-12 fertilizer.
5. Scotts Osmocote® Classic® 19-6-12 in the twelve (12) month release formulation shall be applied to sodded or seeded areas at a rate of ten (10) pounds per one thousand (1000) square feet.
6. Scotts Osmocote® Plus® 15-9-12 in the twelve (12) month release formulation shall be applied to palms at a rate of five (5) cups per one hundred (100) square feet of palm canopy. One (1) cup equals two hundred fifty (250) grams of Scotts Osmocote® Plus® 15-9-12 fertilizer. If dripline of palm extends into lawn or other shrub/groundcover areas, the palm fertilizer shall be the only fertilizer applied to the area under the dripline of the palm.

[illegible]

PERIMETER BUFFERS (COMPATIBLE LAND USE)

NORTH: 10' WIDE LANDSCAPE BUFFER - 95 LINEAR FT.
3 TREES REQUIRED PER 100 LINEAR FT. (MINIMUM OF 2 TREES SHALL BE CANOPY TREES)
CANOPY TREES PROVIDED: (3) YAUPOH HOLLY (OVERHEAD UTILITY LINES)

EAST: 10' WIDE LANDSCAPE BUFFER - 193 LINEAR FT.
3 TREES REQUIRED PER 100 LINEAR FT. (MINIMUM OF 2 TREES SHALL BE CANOPY TREES)
CANOPY TREES PROVIDED: (5) EXISTING LIVE OAK, (1) PROPOSED LIVE OAK

RIGHT OF WAY BUFFERS

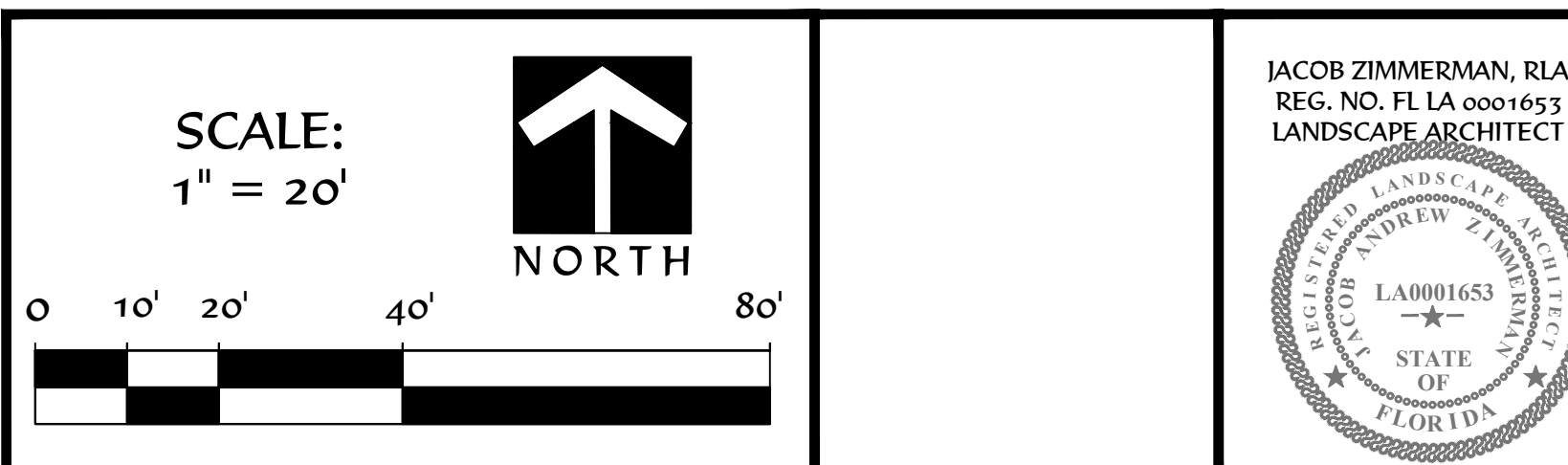
SOUTH: 20' WIDE LANDSCAPE BUFFER - 152 LINEAR FT.
6 CANOPY TREES REQUIRED AND 10 UNDERSTORY TREES REQUIRED
CANOPY TREES PROVIDED: (2) LIVE OAK, (4) BALD CYPRESS
UNDERSTORY TREES PROVIDED: (9) DAHOON HOLLY, (1) SABAL PALM

WEST: 20' WIDE LANDSCAPE BUFFER - 172 LINEAR FT.
6 CANOPY TREES REQUIRED AND 10 UNDERSTORY TREES REQUIRED
CANOPY TREES PROVIDED: NONE (OVERHEAD UTILITY LINES)
UNDERSTORY TREES PROVIDED: (4) DAHOON HOLLY, (5) YAUPOH HOLLY, (7) SABAL PALM

VEHICULAR USE AREA

7,730 SQ. FT. VUA
10% OF VUA REQUIRED TO BE LANDSCAPE AREA = 773 SQ. FT. (SEE INSET PLAN THIS SHEET FOR LOCATION OF LANDSCAPE AREA PROVIDED)
1 CANOPY TREE PROVIDED/ 200 SQ. FT. OF VUA LANDSCAPE = 4 TREES REQUIRED
CANOPY TREES PROVIDED: (3) LIVE OAK, (1) BALD CYPRESS

PLANT MATERIAL SCHEDULE					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATION	SPACING
IC	13	ILEX CASSINE	DAHOON HOLLY	65 GAL., 12" HT. X 6" SPD., 3" CAL.	AS SHOWN
ICB	170	ILEX CORNUTA BURFORDII NANA	DWARF BURFORD HOLLY	MIN. 24" HT., FULL TO GROUND	2.5' O.C.
IV	8	ILEX VOMITORIA	YALPORN HOLLY	8" HT. X 4" SPD.	AS SHOWN
MC	270	JUNIPERUS PARSONII	PARSONS JUNIPER	1 GAL., 10-12" SPD.	2' O.C.
MC	2	MYRICIA CERIFERA	WAX MYRTLE	7 GAL., 30" HT. X 24" SPR.	AS SHOWN
POM	14	PODOCARPUS MACROPHYLLA	YE'OW PODOCARPUS	MIN. 24" HT., FULL TO GROUND	2' O.C.
QV	6	QUERCUS VIRGINIANA	LIVE OAK	65 GAL., 12" HT. X 6" SPD., 3" CAL.	AS SHOWN
SP	7	SABAL PALMETTO	CABBAGE PALM	SEE PLAN FOR C.T. HT.	AS SHOWN
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	65 GAL., 12" HT. X 6" SPD., 3" CAL.	AS SHOWN
ZP	42	ZAMIA PUMILA	COONITE	3 GAL., 16-18" SPD.	2.5' O.C.



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SHERWIN - WILLIAMS

DRP COMPANY OF ALABAMA, INC.

SR 50 & MILHOLAND STREET

CLERMONT, FLORIDA

REVISIONS

1.

2.

3.

4.

DRAWN BY: JAZ

DATE: 10/9/17

17049

LANDSCAPE
PLAN

LS₁

IRRIGATION LEGEND

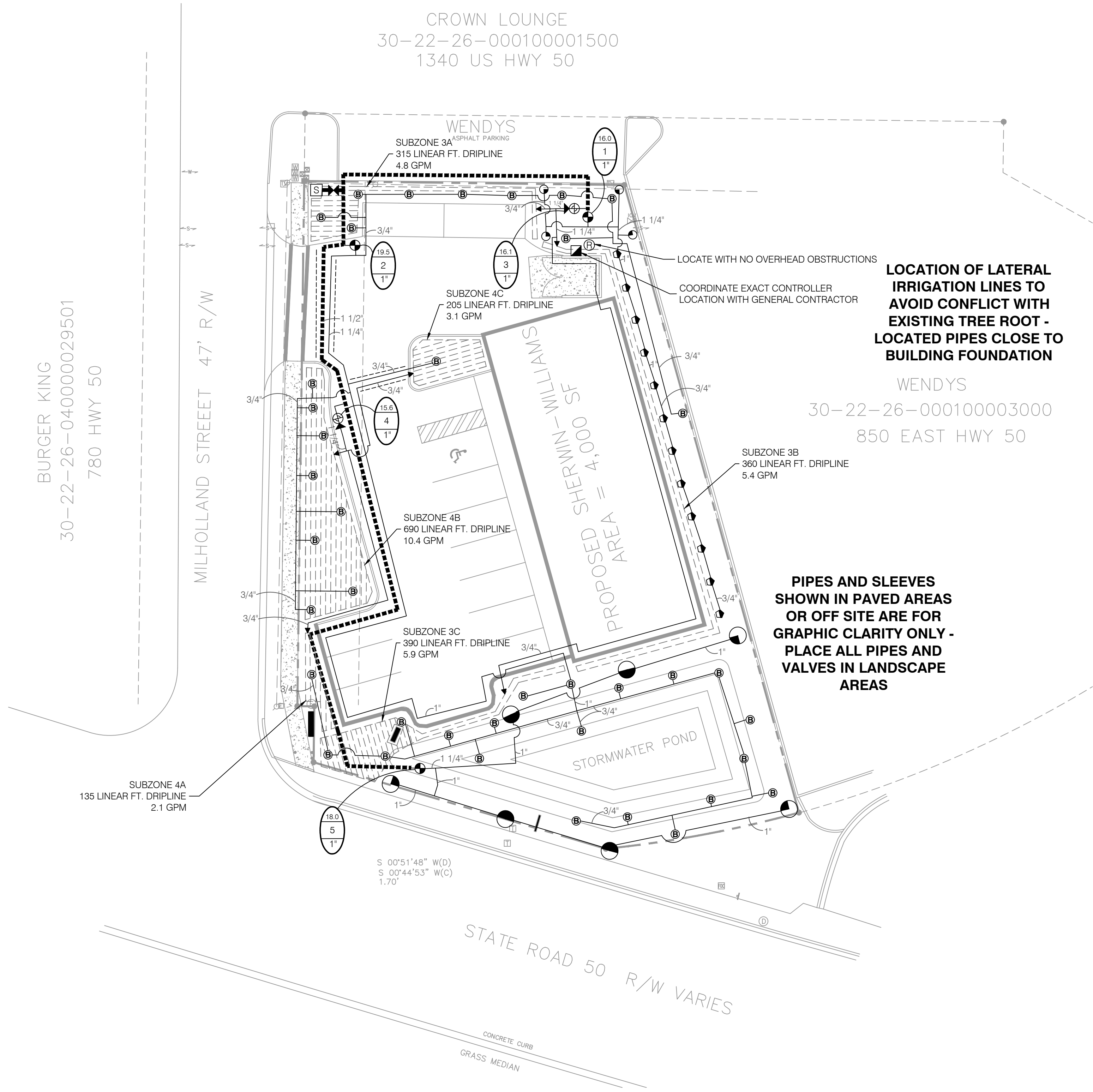
SYMBOL	SPECIFICATION
	HUNTER ICORE-600-PL IRRIGATION CONTROLLER (SEE GENERAL IRRIGATION NOTES FOR INSTRUCTIONS)
	HUNTER RAIN-CLICK - RAIN SENSOR
	WATER SOURCE: 3/4" POTABLE WATER METER
	BACKFLOW PREVENTION DEVICE - CONFORM TO CITY PLUMBING CODE
	HUNTER ICV 24 VOLT REMOTE CONTROL VALVE (SEE IRRIGATION ZONE TAG FOR VALVE SIZE)
	1" RAINBIRD XZC-100-COM PESB-PRS-D VALVE WITH RAINBIRD 150 MESH BASKET FILTER(QKCHK-150M)
	POINT OF CONNECTION - PVC TO DRIP TUBING
	MAINLINE: 1 1/2" SCHEDULE 40 PVC
	LATERAL LINE: MINIMUM 160 PSI PVC (MINIMUM PIPE SIZE TO BE 3/4")
	RAIN BIRD #XFD-09-12 IN-LINE PRESSURE COMPENSATING DRIP TUBING (1.5 GPM/100' TUBING)
	SLEEVE: SCHEDULE 40 PVC (TWO NOMINAL SIZES LARGER THAN PIPE TO BE SLEEVED)
	
STATION NUMBER	IRRIGATION ZONE TAG
GALLONS PER MINUTE	
VALVE SIZE	

6" POP-UP SPRAY HEADS WITH PLASTIC RISER	
SYMBOL	MODEL #
	Hunter PROS-06 8F - 0.97 GPM
	Hunter PROS-06 8H - 0.47 GPM
	Hunter PROS-06 8Q - 0.24 GPM
	Hunter PROS-06 10F - 1.59 GPM
	Hunter PROS-06 10H - 0.88 GPM
	Hunter PROS-06 10Q - 0.42 GPM
	Hunter PROS-06 12F - 2.70 GPM
	Hunter PROS-06 12H - 1.30 GPM
	Hunter PROS-06 12Q - 0.67 GPM
	Hunter PROS-06 15F - 3.75 GPM
	Hunter PROS-06 15H - 1.86 GPM
	Hunter PROS-06 15Q - 0.97 GPM
	Hunter PROS-06 ES-515 - .65 GPM
	Hunter PROS-06 SS-530 - 1.30 GPM
	Hunter PROS-06 SS-918 - 1.72 GPM
	Hunter PCB-50 Bubbler - 0.5 GPM
SPRAY ZONES TO BE OPERATED AT 30 PSI	

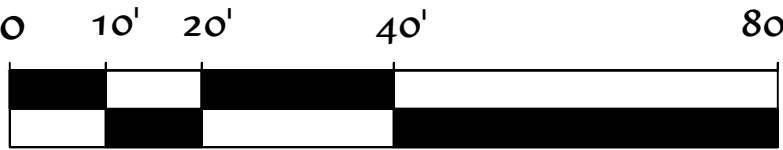
6" POP-UP ROTOR HEADS WITH STAINLESS STEEL RISER	
SYMBOL	MODEL #
18" O.C. SPACING WITH SHORT RADIUS NOZZLES (BLACK # 466100)	
	Hunter I-20-06-SS-36S-2.0SR 2.0 Short Radius Nozzle 2.00 GPM
	Hunter I-20-06-SS-ADS-1.0SR 1.0 Short Radius Nozzle 1.00 GPM
	Hunter I-20-06-SS-ADS-0.5SR 0.5 Short Radius Nozzle 0.50 GPM
25' O.C. SPACING WITH SHORT RADIUS NOZZLES (BLACK # 466100)	
	Hunter I-20-06-SS-36S-3.0 3.0 Short Radius Nozzle 3.0 GPM
	Hunter I-20-06-SS-ADS-1.5 1.5 Short Radius Nozzle 1.5 GPM
	Hunter I-20-06-SS-ADS-0.75 0.75 Short Radius Nozzle 0.75 GPM
40' O.C. SPACING WITH STANDARD NOZZLES	
	Hunter I-20-06-SS-36S-8.0 8.0 Nozzle 8.50 GPM
	Hunter I-20-06-SS-ADS-4.0 4.0 Nozzle 4.25 GPM
	Hunter I-20-06-SS-ADS-3.0 3.0 Nozzle 3.25 GPM
	Hunter I-20-06-SS-ADS-1.5 1.5 Nozzle 1.65 GPM
ROTOR ZONES TO BE OPERATED AT 50 PSI	

GENERAL IRRIGATION NOTES

1. The Contractor shall provide a fully functional irrigation system as shown on the Plans. Irrigation heads shall provide 100% coverage of the area to be irrigated.
2. The source of water for the irrigation system shall be: 3/ 4" POTABLE WATER METER
3. The Contractor shall field verify the capability of the water source to deliver a minimum pressure (50 PSI) and volume (22 GPM) to operate the irrigation systems as designed. In the event of discrepancies contact the Landscape Architect prior to installation.
4. All questions concerning the Plans, Details or Specifications shall be directed to the Landscape Architect, (727) 343-1809.
5. All necessary permits (Including Right of Way Use Permit) are to be provided by the installing contractor for work shown on the Plans.
6. All components of the proposed irrigation system shall meet the federal, state and local codes, regulations and ordinances concerning irrigation construction.
7. In an effort to create graphic clarity, irrigation mainline, lateral line, valves and other components of the irrigation system may be shown in paved areas or inside buildings on the Plans. These components are to be installed in appropriate landscape areas to carry out the intent of the Plans.
8. The Contractor shall be responsible for verification and protection of all underground and overhead utilities.
9. The Contractor shall review the Landscape Plans prior to installing the irrigation system. Coordinate installation locations of pipes, valves and other equipment with installation locations of trees and shrubs.
10. As-Built drawings are to be provided by the Contractor. Drawings shall be on Owner furnished base plans in hard copy or electronic versions. Contractor shall note all deviations from the Irrigation Plans as noted in Section 32.0423 of the Specifications.
11. Mainline is to be installed with a minimum of 18" depth of cover, and lateral lines are to be installed with a minimum of 12" depth of cover.
12. Sleeving is to be provided by the Contractor (unless otherwise specifically stated in the Specifications or Bid Documents).
13. The Contractor shall provide operating maintenance instructions and operation manuals to the Owner prior to acceptance of the project.
14. Owner shall provide 110 Volt power to the controller location. Electrical connection from power source to control clock is to be provided by the Contractor (unless otherwise specifically stated in the Specifications or Bid Documents). Contractor shall coordinate installation location of control clock with Owner or Owner's Representative.
15. When the irrigation system Source is a proposed well, the well and pump locations shall be coordinated with the Owner or Owner's Representative prior to installation. The Owner shall provide power to the pump location. Contractor shall coordinate voltage and phase of available power with the local electrical utility and the Owner prior to ordering of the pump. Contractor shall coordinate pump ordering lag time with the irrigation and landscape work schedules to ensure timely supply of water to the project site.
16. Contractor shall install an inline 120VAC/15A lightning surge protector between the power source and the controller. Ground each controller to a 5/8" x 8' copper clad ground rod with AWG #6 bare solid copper wire. A proper ground shall have 10 ohms or less resistance to earth. Use of multiple ground rods may be necessary to achieve the desired resistance reading.
17. Contractor shall label location and head type for each zone in the irrigation system on the inside of the controller door. Suggested zone run time shall be indicated. All zone valves shall have permanent (plastic or metal) tags attached to the valve corresponding to the number of the zone on the controller.
18. Control Clocks shall be programmed to include a watering schedule that provides 1" of water per week during the months April to November and provides 1" of water every two weeks during the months December to March. The zone run time shall be sequenced for the local watering restrictions as Program 'A'. Program 'B' shall be set as the water establishment period watering schedule in cooperation with the Landscape Contractor.
19. The rain shut-off device shall be installed to meet local codes. Contractor shall locate device so that obstructions do not alter the accurate monitoring of rainfall at the project site. All wiring to the device shall be enclosed in 1/2" PVC electrical conduit.
20. 12" pop-up spray (or rotor) heads shall be installed in all groundcover beds and masses of shrubs not exceeding 22 inches height.
21. 6" pop-up spray heads shall be installed in all turf areas. Rotor heads in turf areas to be 6" pop-ups with the exception of Hunter PGP Series (4").
41. All Hunter PGJ and PGP Rotor and Spray heads shall have heavy walled PVC IPS flex pipe for the connection between lateral line and each head. Provide adequate slack for minor head adjustment. All Hunter I-20 Rotor heads shall have rigid PVC swing joints. See Details for Shrub Riser and 12" pop-up head applications.
23. The Contractor shall adjust all heads to provide optimum coverage and minimize overthrow onto paved surfaces. Adjustable nozzles shall be used in areas where fixed spray patterns will result in overthrow onto paved surfaces. Adjust pressure regulating valves to prevent misting from heads.
24. Valve boxes shall be sized to accommodate installation and maintenance of zone valve(s). The valve box shall have a 3" deep layer of 1/2" diameter gravel as a sump installed 2" below the bottom of the valve. Valve boxes shall be installed so that the top of the box is no more than 1.5 inch above finish grade and set parallel to the surrounding grade.
25. All 24 Volt control wiring shall be UL Listed, single strand, Type UF 600 Volt control cable. Common wires to be white AWG #12 or larger wire. Hot wires to be red, AWG #14 or larger wire. Spare wires to be any color wire except green, red or white, AWG #14 or larger wire.
26. All splices to the 24 Volt control wiring shall be made with King Technology (King 6) silicone filled safety connectors.
27. Shrub risers shall only be installed in hedges or mass plantings abutting vertical walls or objects and not extend more than 6" above the height of the shrubs. In no case shall risers be installed directly adjacent to curbs, sidewalks or other vehicular access ways. If risers are to be used in hedges abutting parking areas without concrete wheel stops, they must be placed a minimum of 30 inches away from the edge of pavement to protect the riser from damage by vehicular overhang. All risers are to be painted black.
28. Mainline piping shall have thrust blocks sized and placed in accordance with the pipe manufacturer's recommendations. Thrust blocks shall be installed at all changes in direction, reduction in pipe size, and end caps on the Mainline.
29. Irrigation Systems designed with Reclaimed Water as the Source shall include purple marking caps for all valve boxes, valves, quick couplers, hose bibs and spray or rotor heads. Purple pipe is not required but acceptable for installation. Rainbird PESBR-PRS-D zone valves with self cleaning scrubber shall be used on all systems connected to Reclaimed Water.



SCALE:
1" = 20'



811 Know what's below.
Call before you dig.

JACOB ZIMMERMAN, RLA
REG. NO. FL LA 0001653
LANDSCAPE ARCHITECT



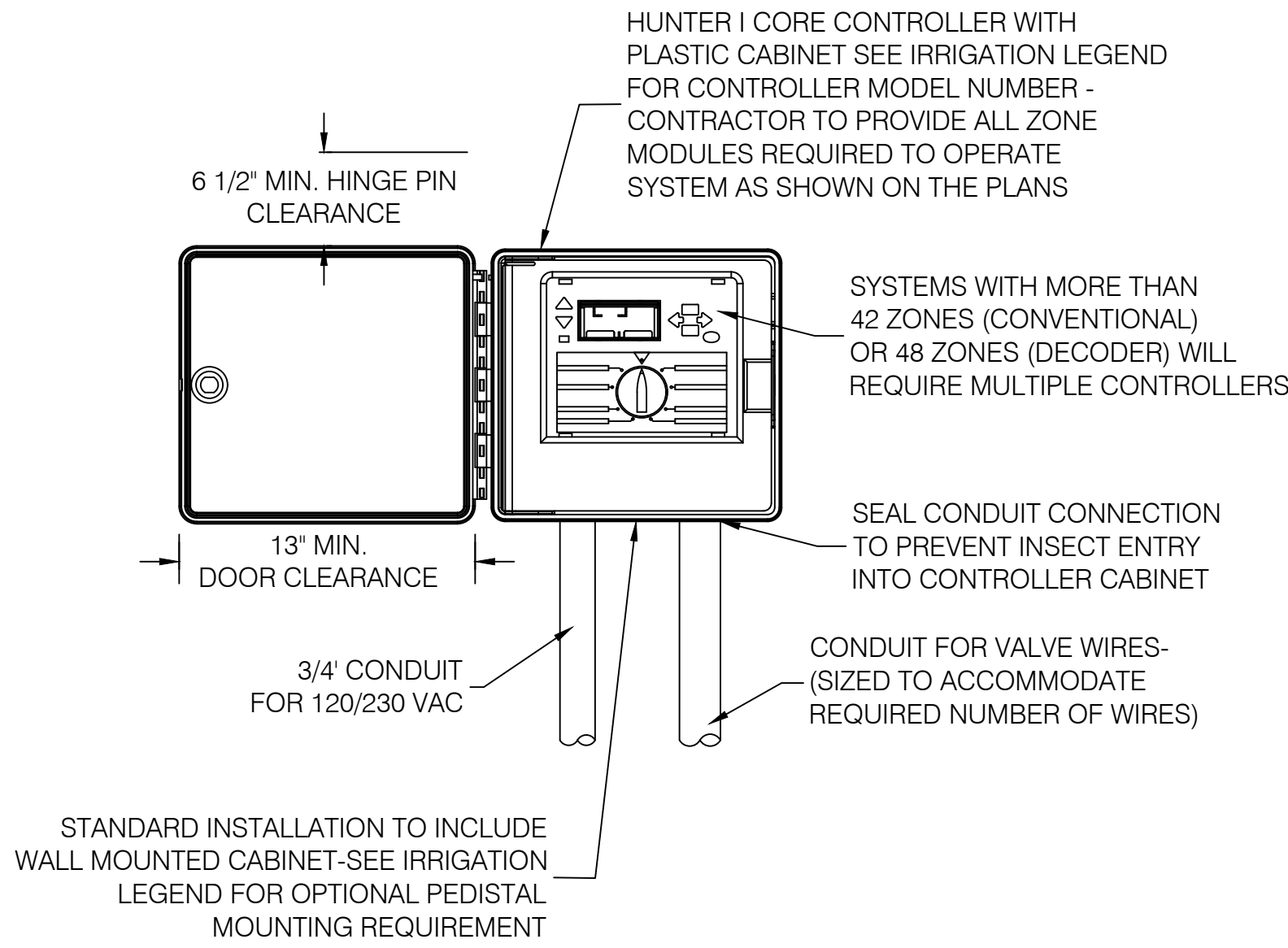
SHERWIN - WILLIAMS

P COMPANY OF ALABAMA, INC.
SR 50 & MILHOLAND STREET
CLERMONT, FLORIDA

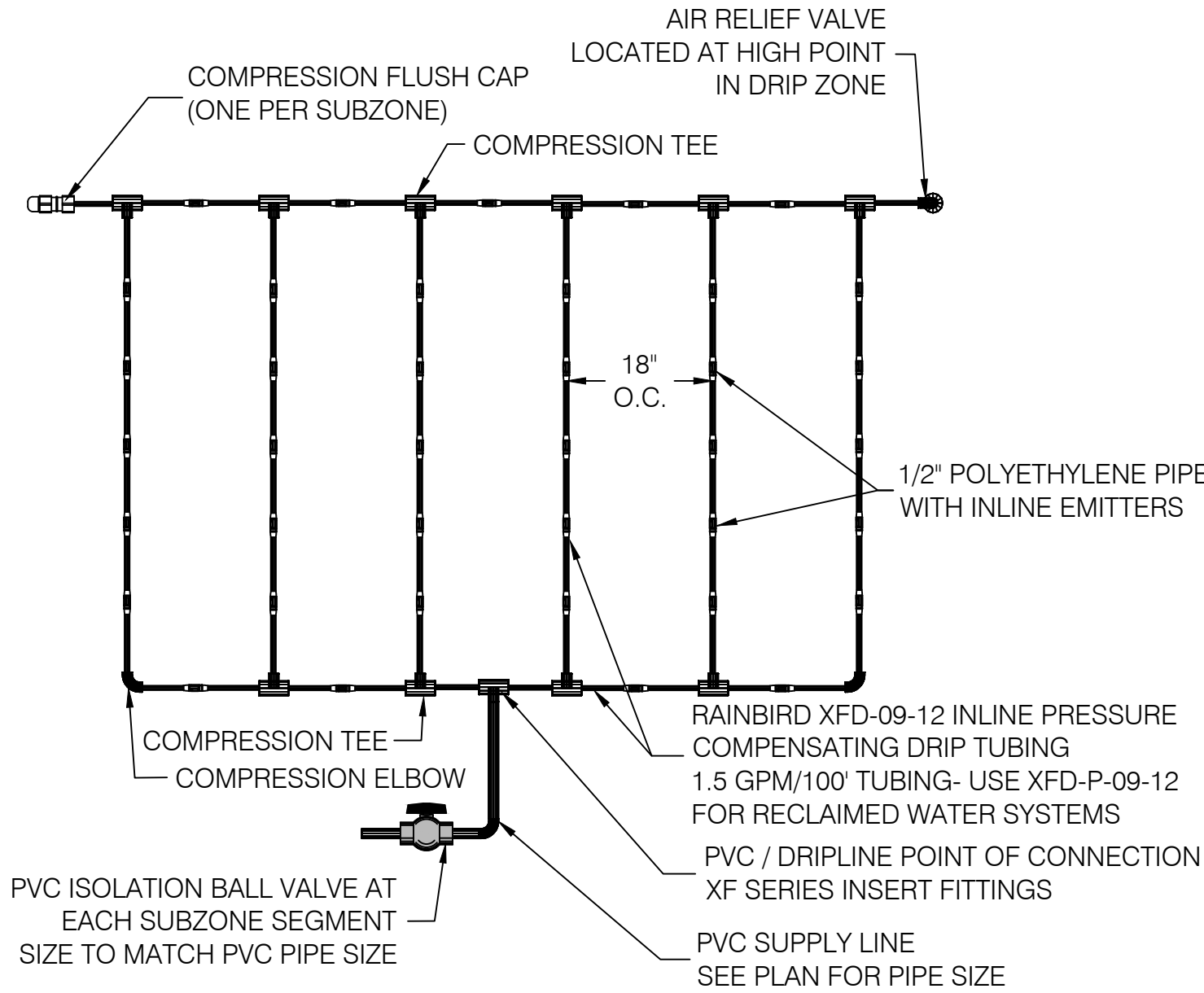
HEARTWOOD

BARK PLC

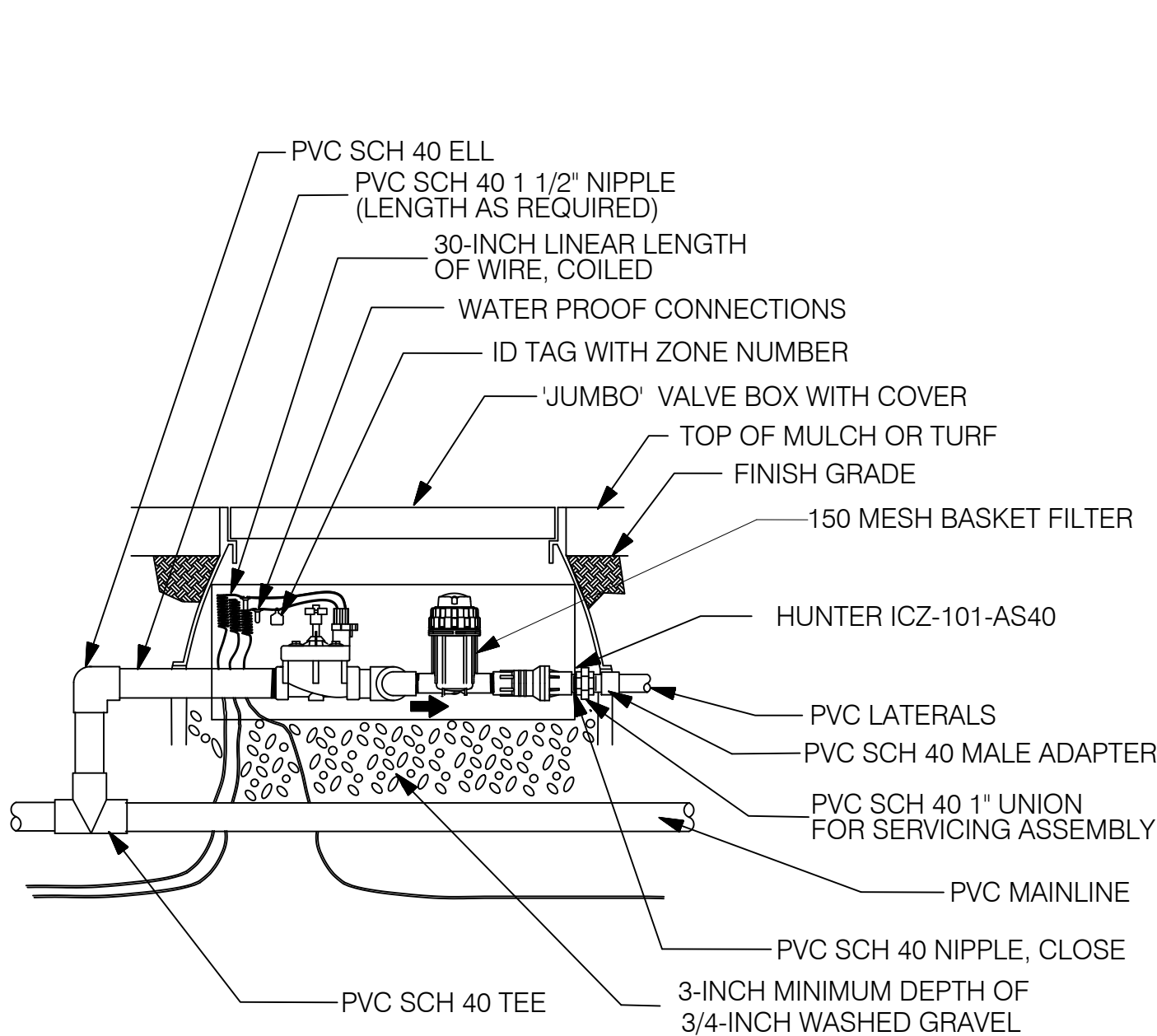
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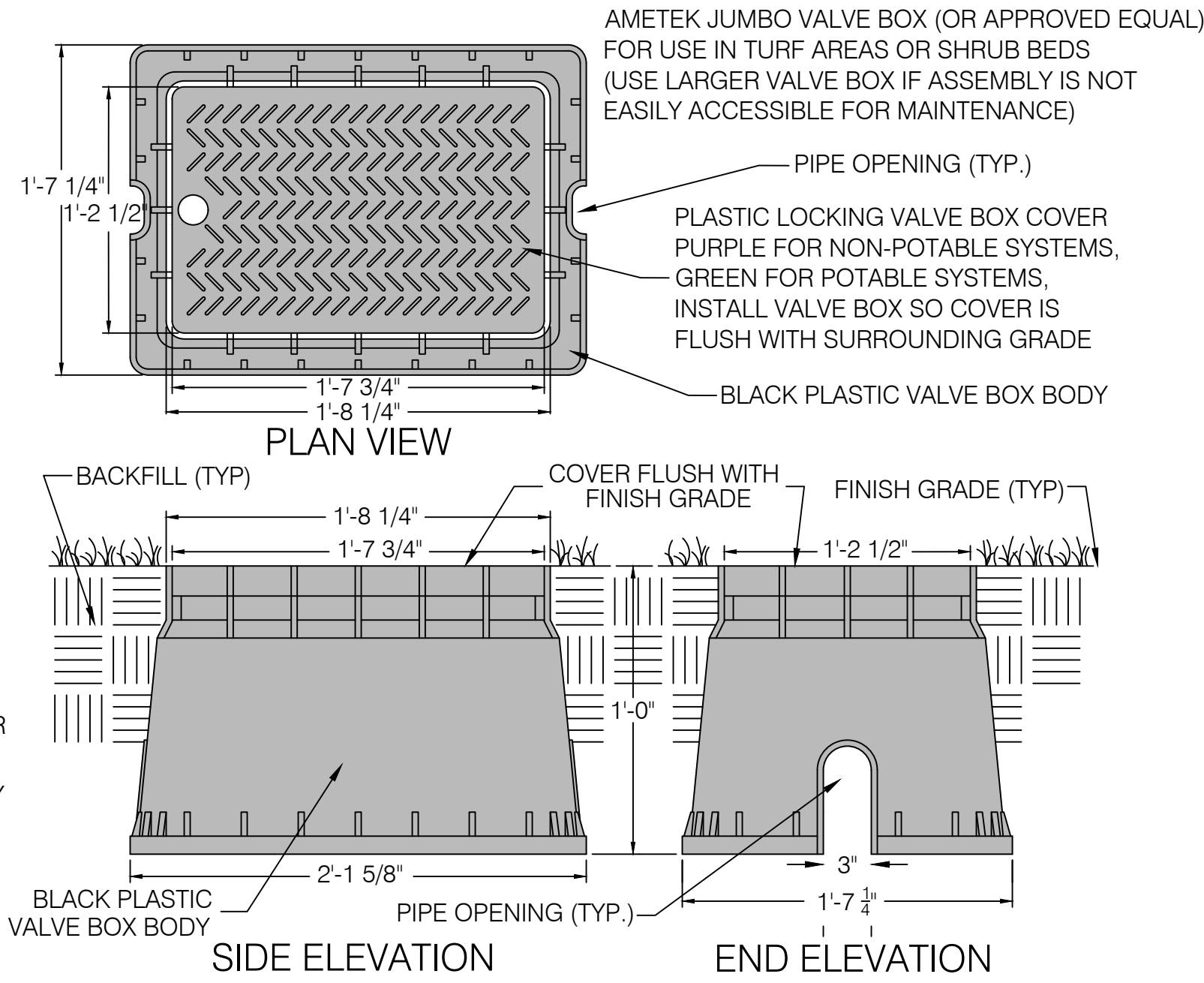
1 IRRIGATION CONTROLLER
LS3 N.T.S.



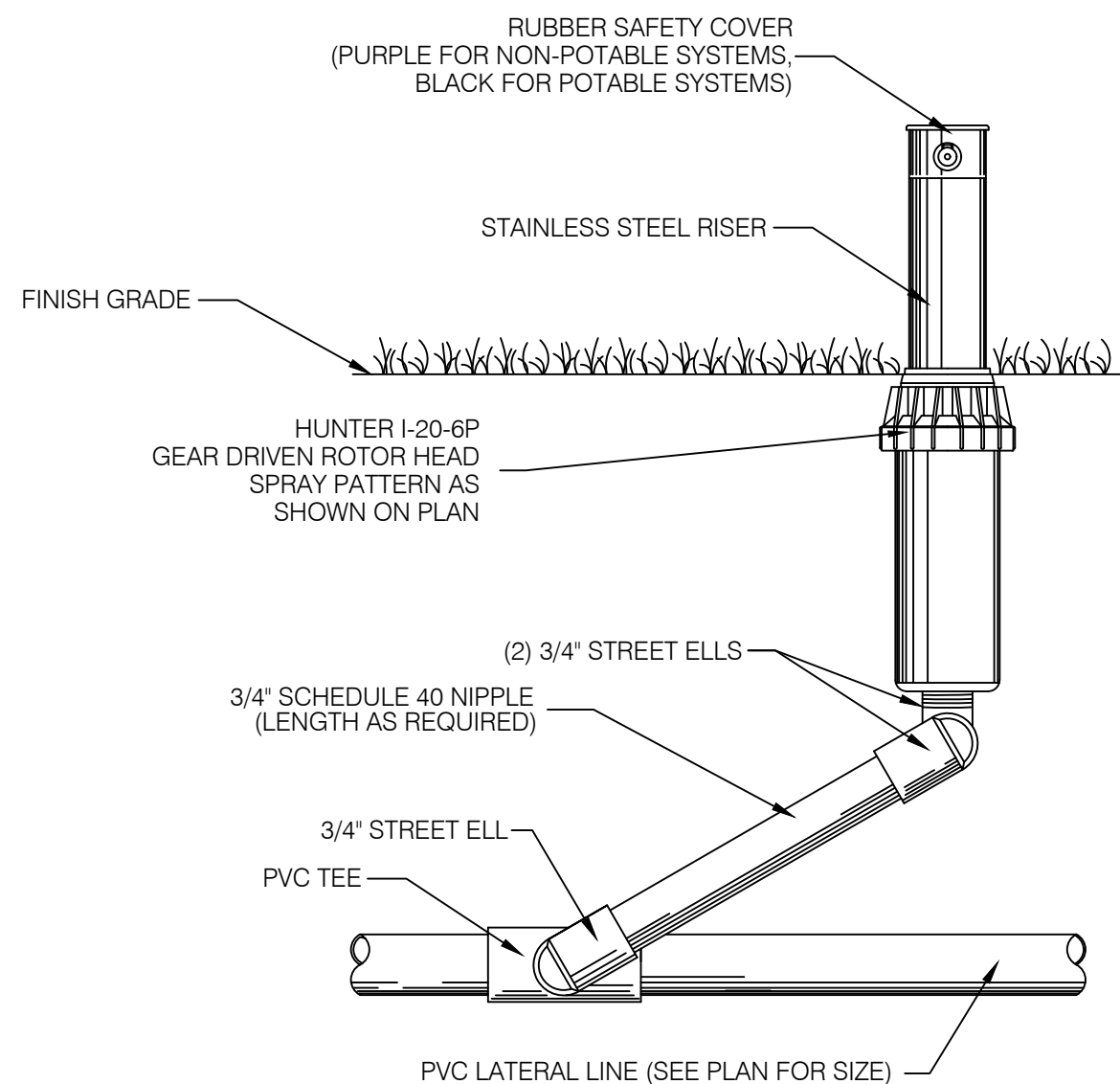
2 DRIP IRRIGATION TUBING LAYOUT
LS3 N.T.S.



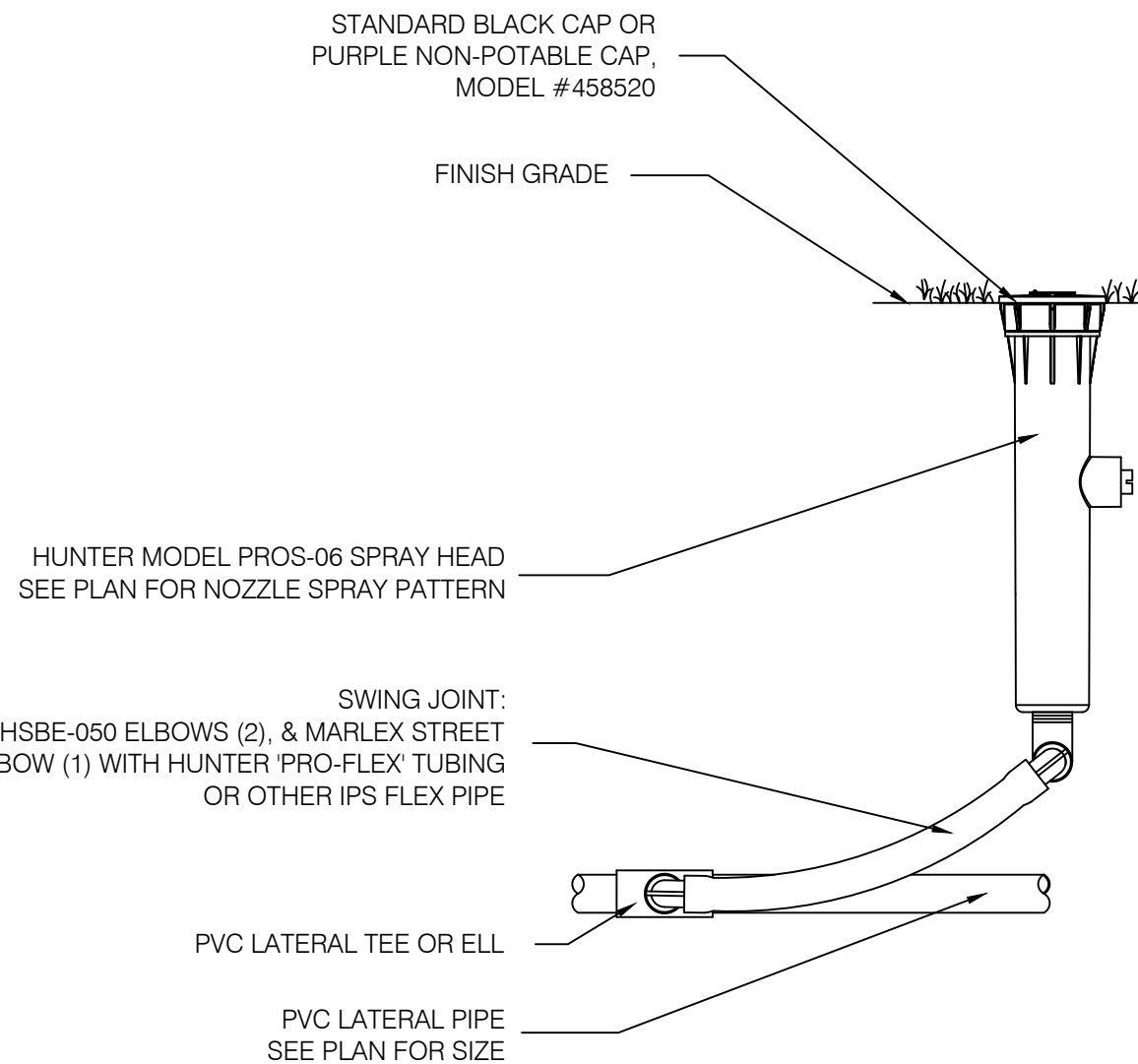
3 DRIP ZONE VALVE
LS3 N.T.S.



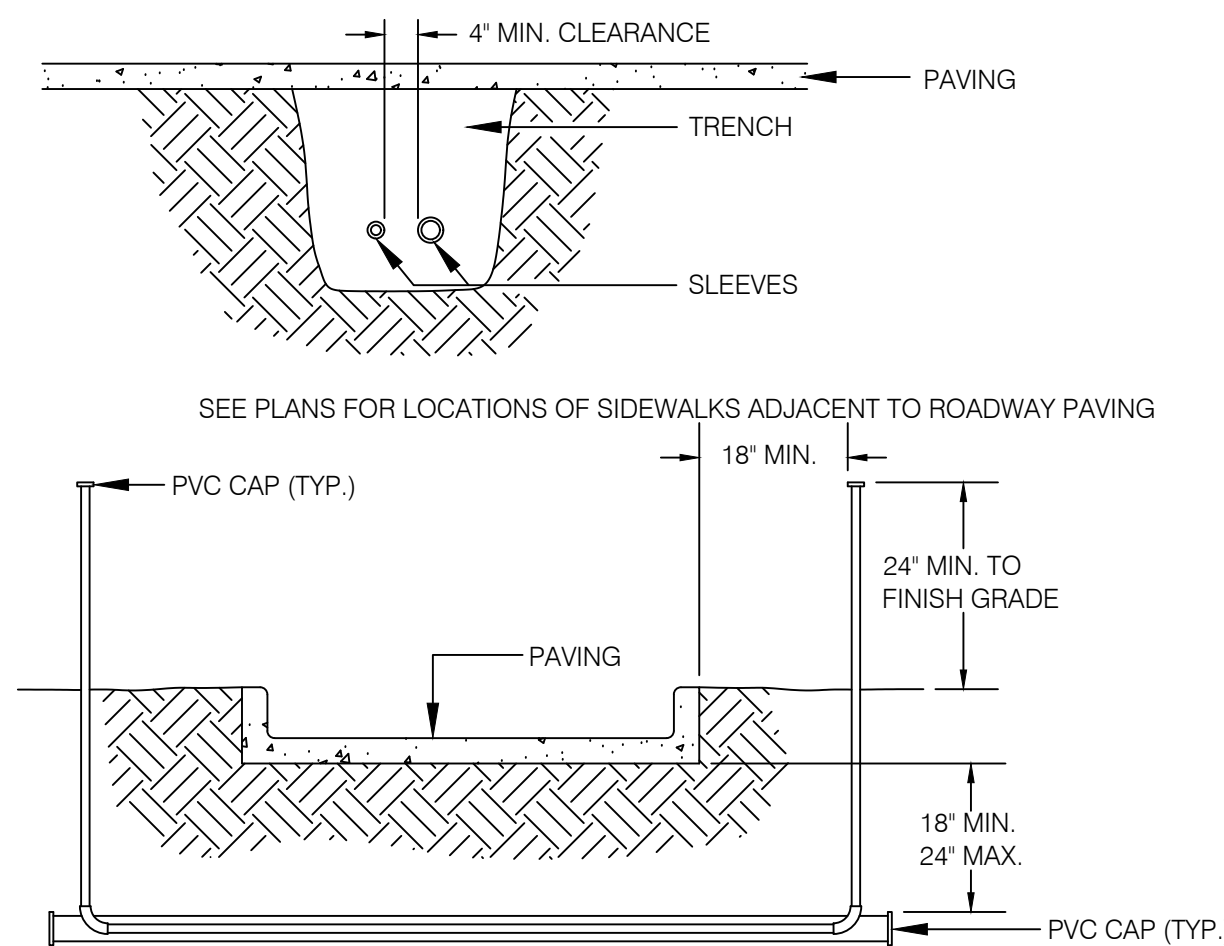
4 JUMBO VALVE BOX DETAIL (DRIP ZONES)
LS3 N.T.S.



5 6" POP-UP ROTOR HEAD- HUNTER I20-6P
LS3 N.T.S.

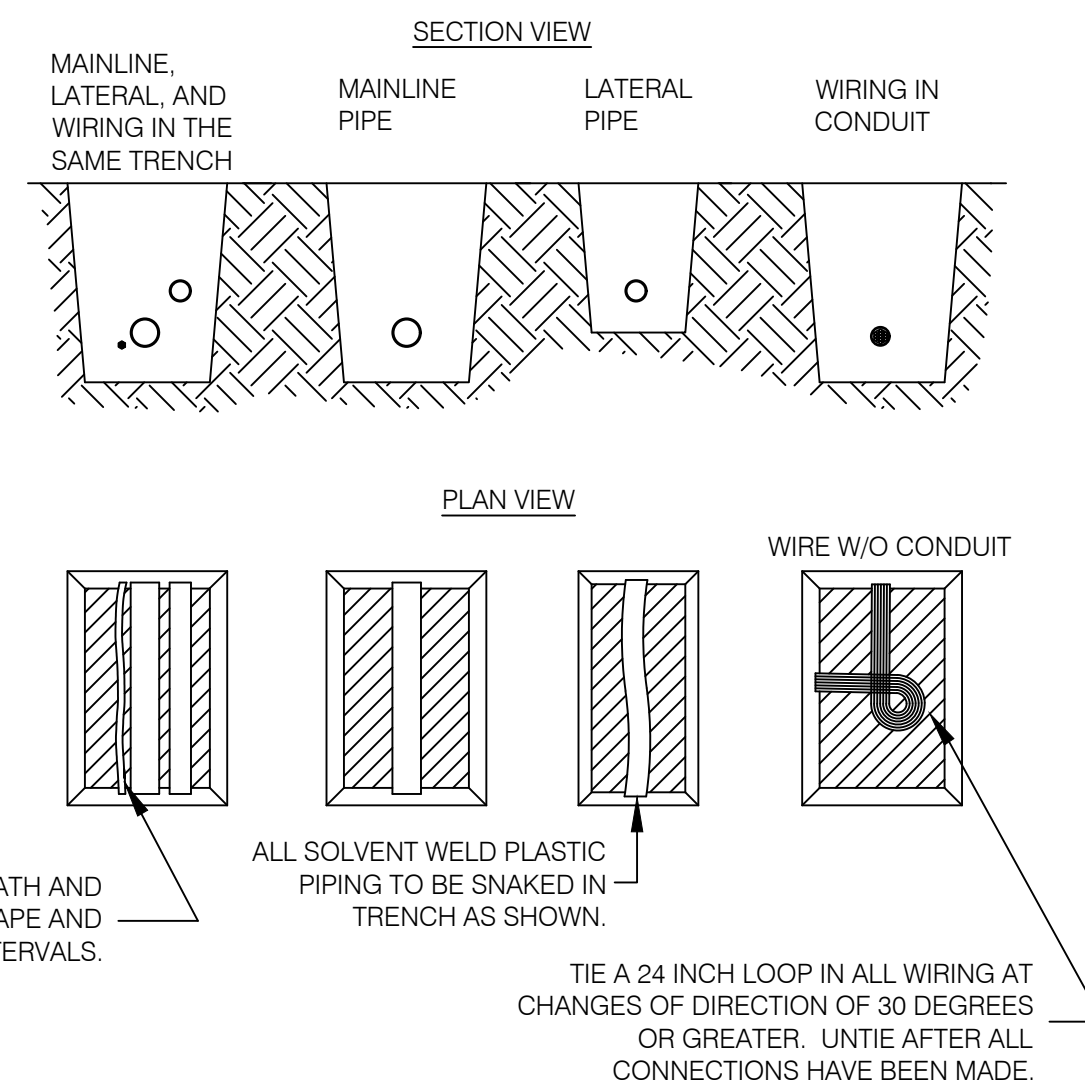


6 6" POP-UP SPRAY HEAD- HUNTER PROS-06
LS3 N.T.S.



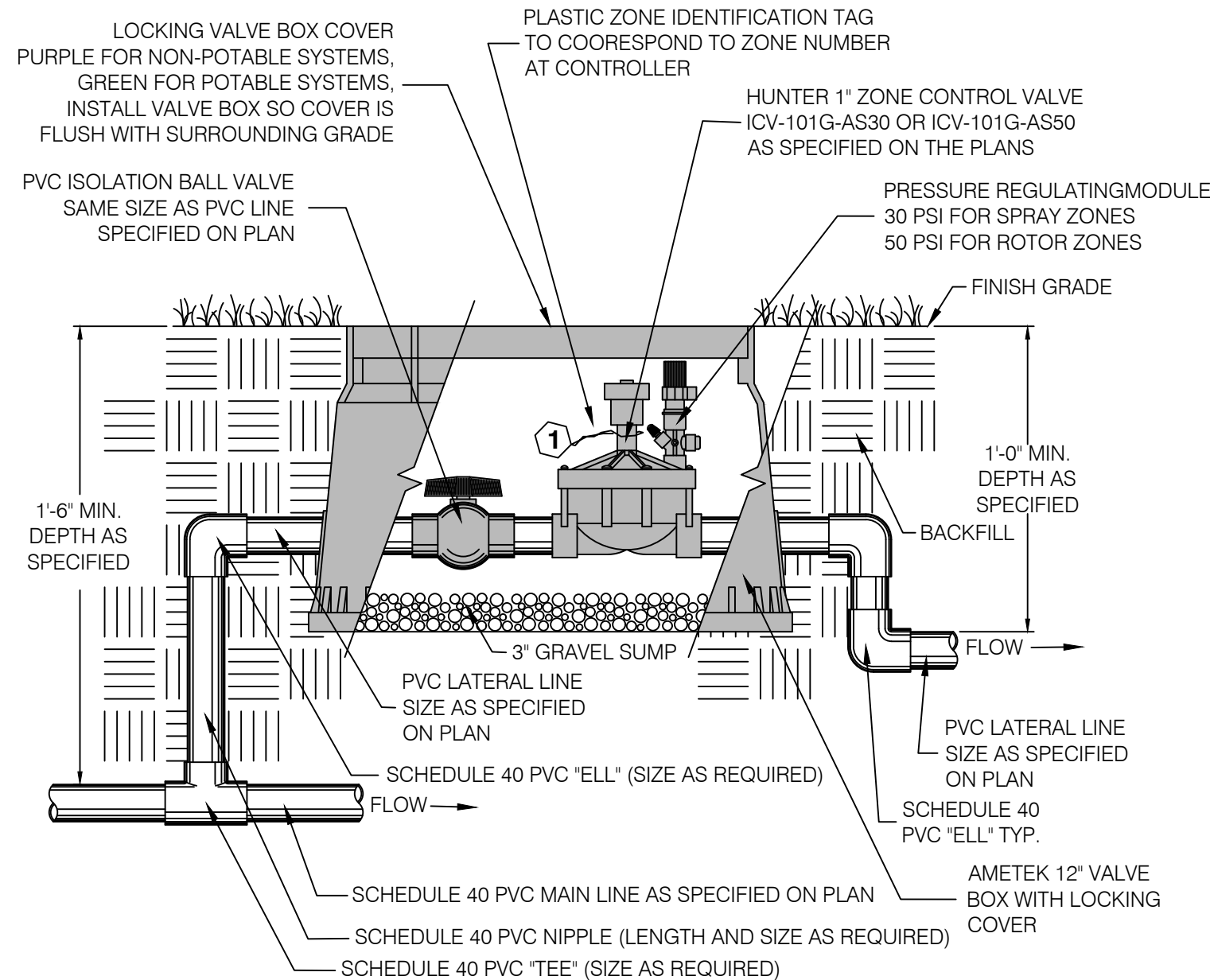
- NOTES:**
1. ALL IRRIGATION SLEEVES TO BE SCHEDULE 40 PVC PIPE.
 2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
 3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MIN. ABOVE FINISH GRADE.
 4. MECHANICALLY TAMP TO 95% PROCTOR.

7 SLEEVING DETAIL
LS3 N.T.S.

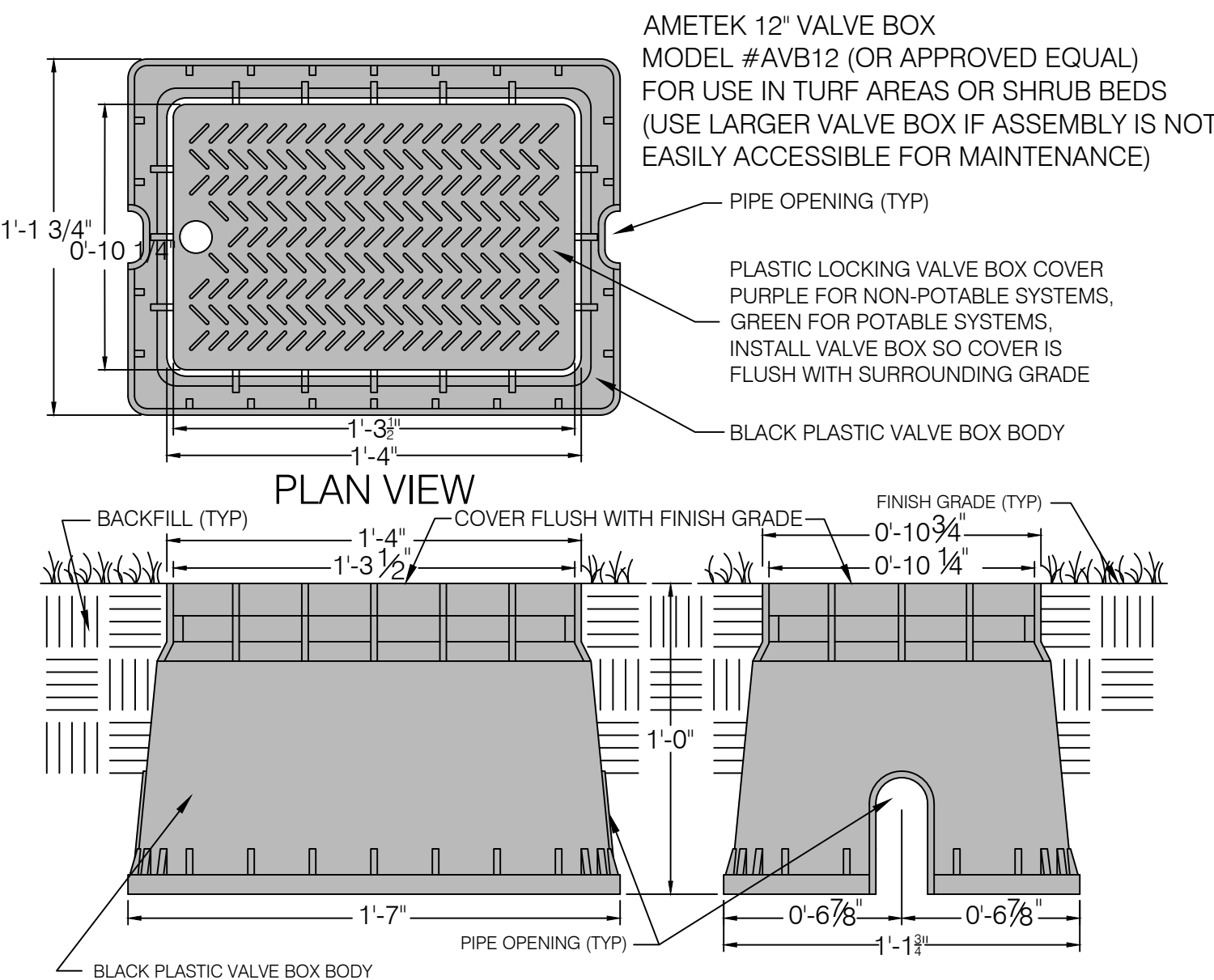


- NOTES:**
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCHEDULE 40 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
 2. FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.

8 PIPE AND WIRE TRENCHING DETAIL
LS3 N.T.S.



9 1" ZONE CONTROL VALVE
LS3 N.T.S.



10 VALVE BOX DETAIL (SPRAY & ROTOR ZONES)
LS3 N.T.S.

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SR 50 & MILHOLAND STREET
CLERMONT, FLORIDA

REVISIONS:

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4.	

DRAWN BY: IAZ

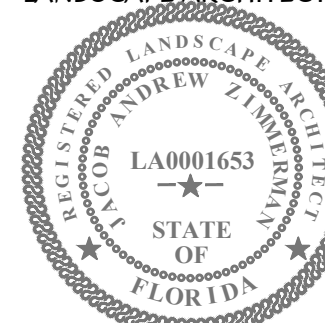
DATE: 10/9/17

17049

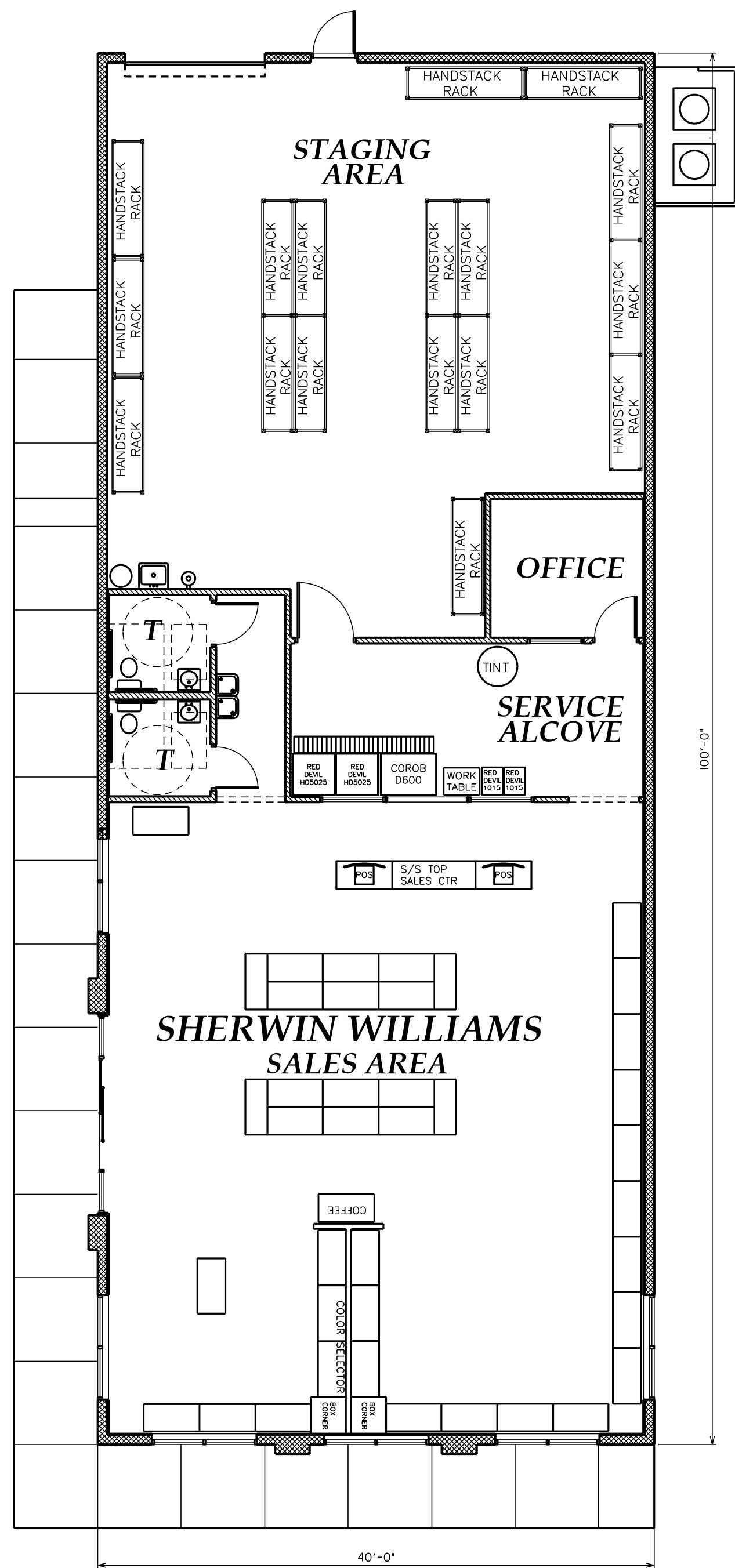
IRRIGATION
DETAILS

LS3

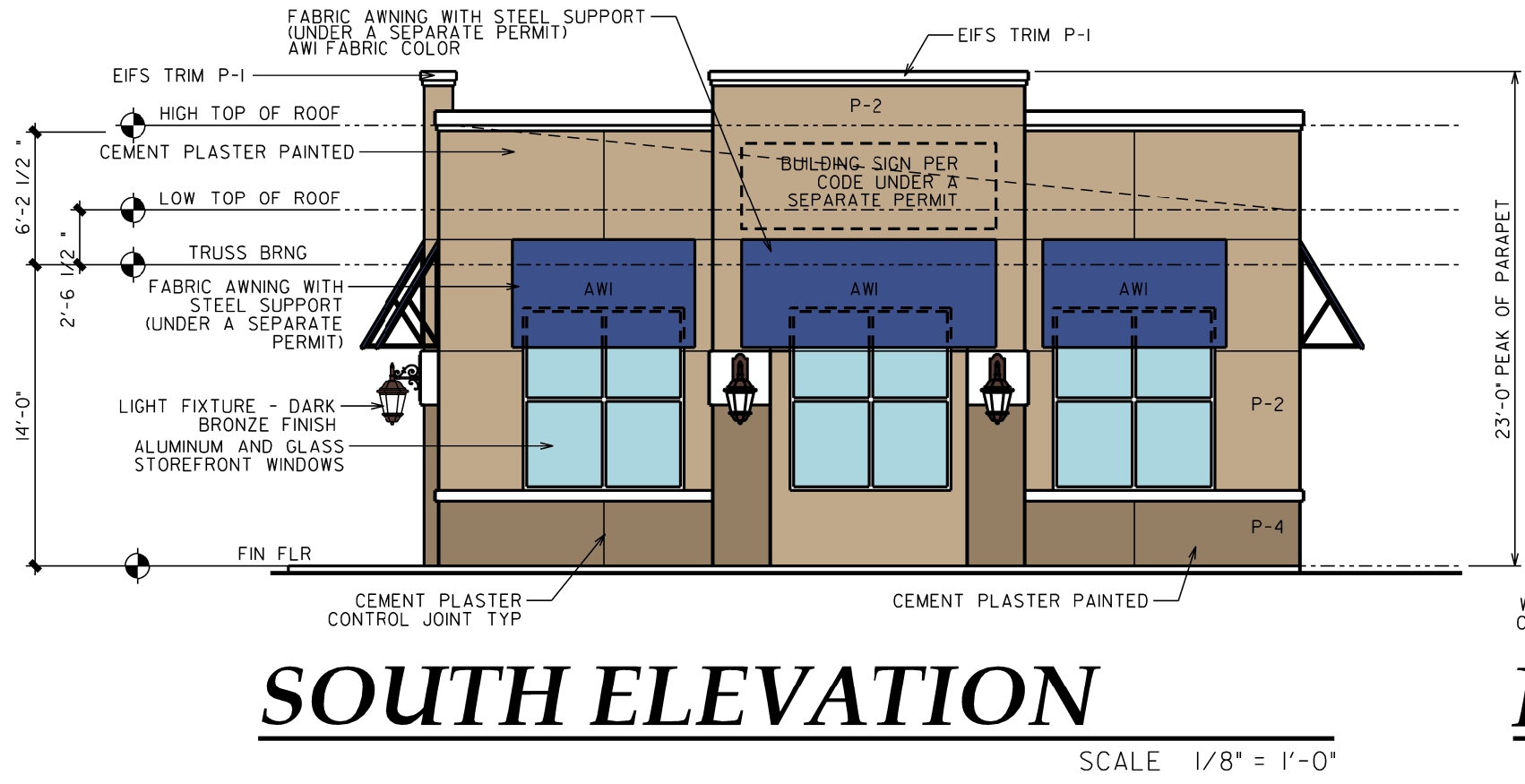
JACOB ZIMMERMAN, RLA
REG. NO. FL LA 0001653
LANDSCAPE ARCHITECT



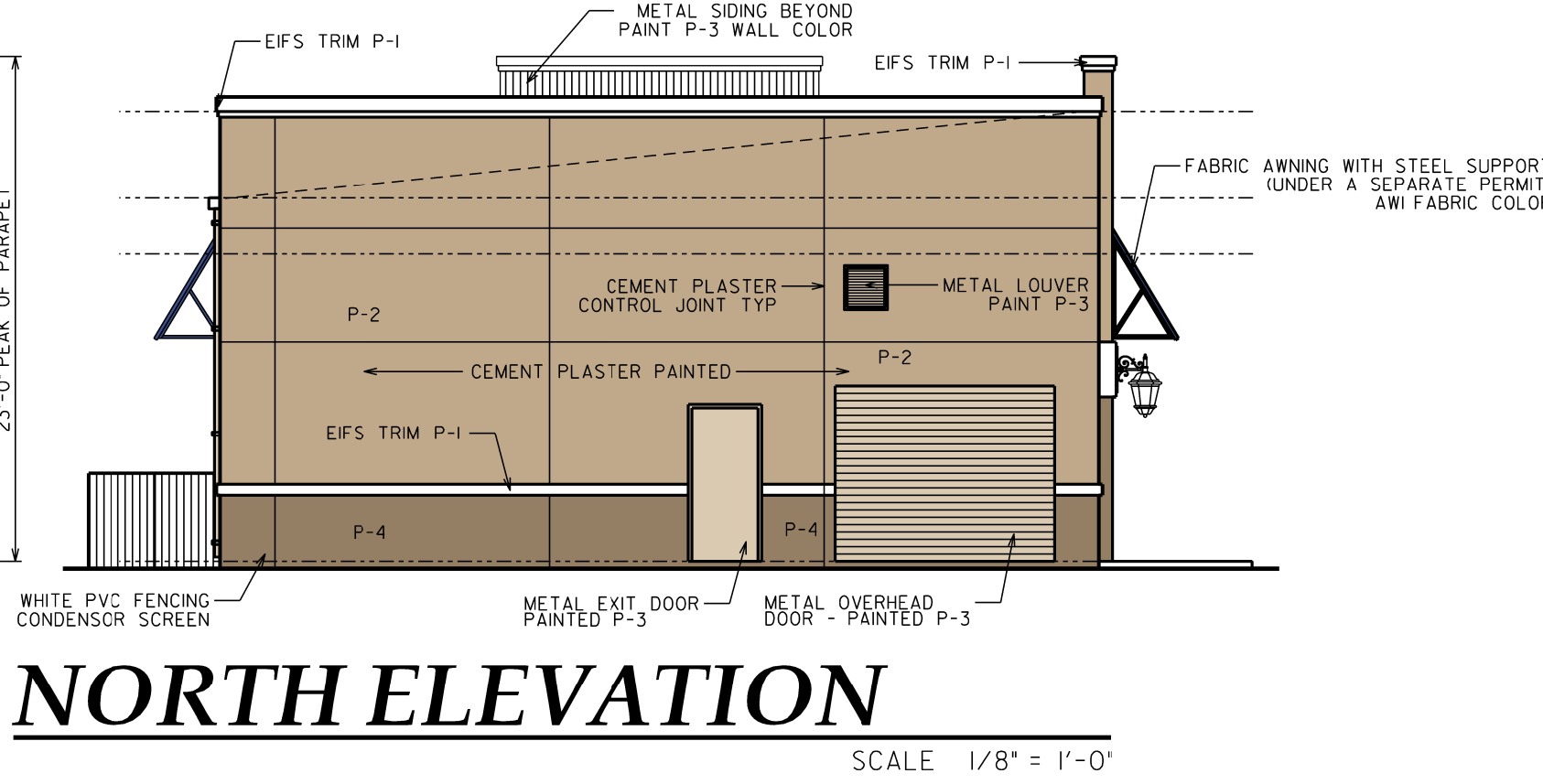
SHERWIN WILLIAMS
Paint Store
NE Corner Of SR 50 & Millholand Dr
Clermont, Florida 34711



FLOOR PLAN
SCALE 1/8" = 1'-0"



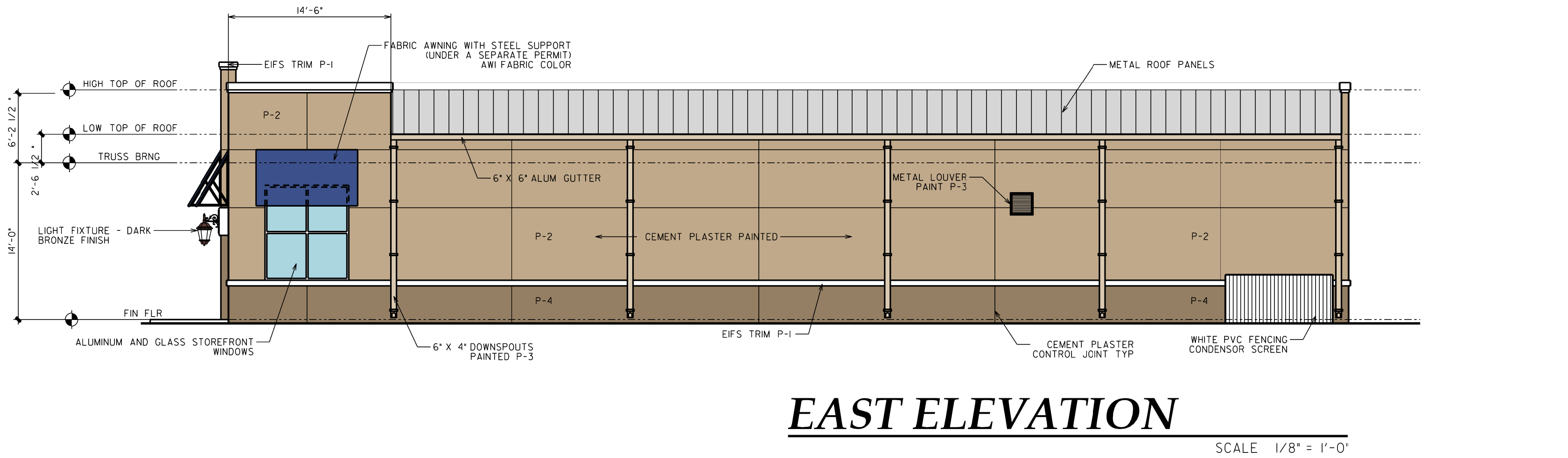
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

COLOR SELECTIONS

P-1 SW 6007 SMART WHITE
P-2 SW 6143 BASKET BEIGE
P-3 SW 6141 SOFTER TAN
P-4 SW 6144 DAPPER TAN
(ALL COLORS ARE SHERWIN WILLIAMS PAINTS)

AW1 AWNING COLOR TO BE SUNBRELLA

AW1 Sunbrella Mediterranean Blue 6052-0000

(actual colors may vary due to varieties of the printing process)

Revisions	Date	By
Mark A. Jonnatti, AIA Florida AR 0010778 Florida AA 0003371		

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(813) 870-1833 fx

**SHERWIN WILLIAMS
CLERMONT**
NE CORNER
OF SR50 &
MILLHOLAND
DRIVE
CLERMONT
FLORIDA
34711
BUILDING
DESIGN PLAN
AND
ELEVATIONS

Drawn	MAJ
Check	MAJ
Date	SEPT 1, 2017
Scale	AS NOTED
Job No	SW-CLMNT

Sheet:
P1

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

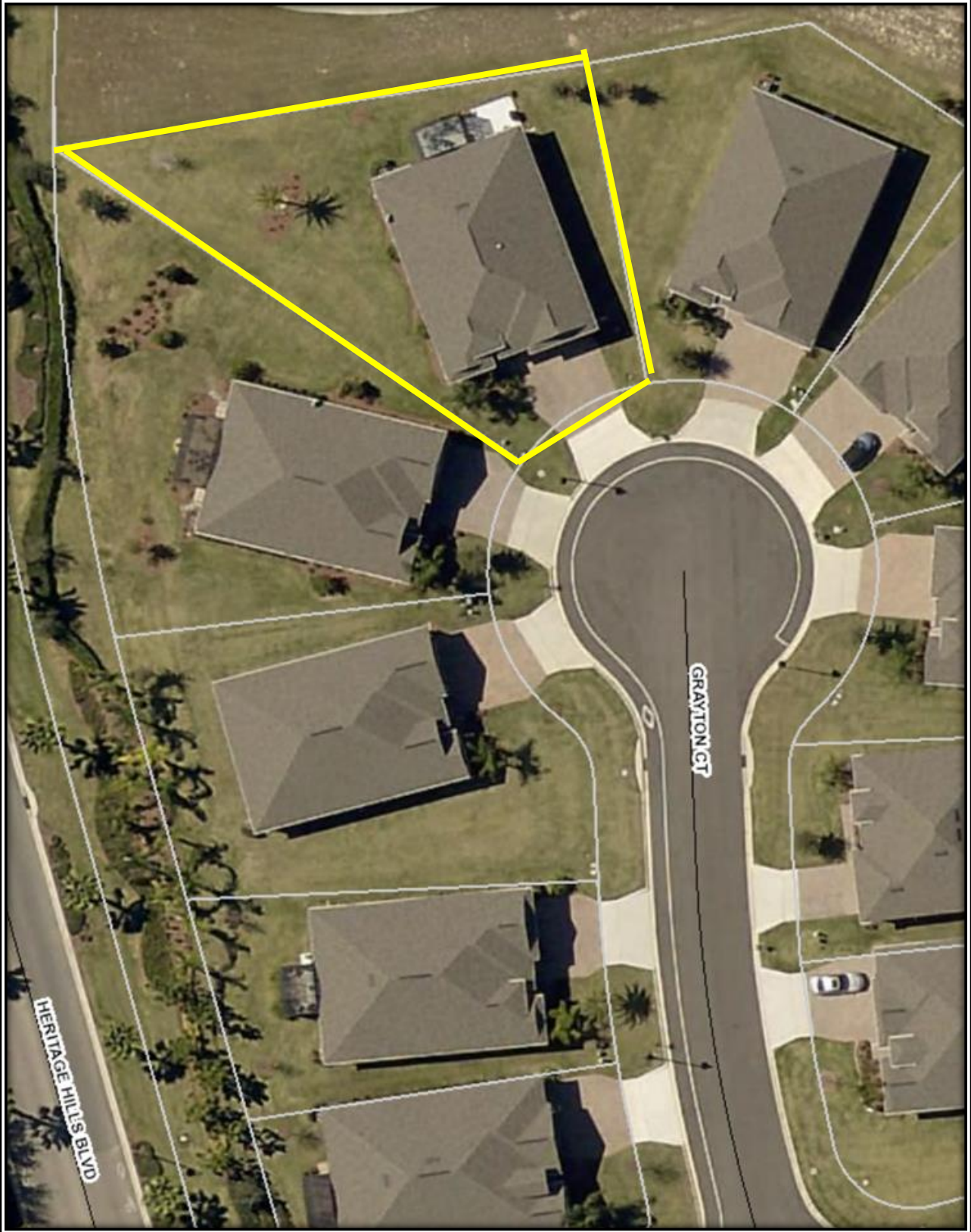
Daily Commercial
September 5, 2017

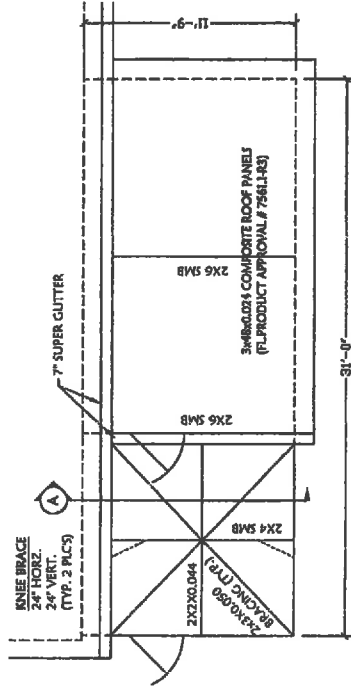


AGENDA ITEM

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Variance Request <i>Moretti</i>		
Requested Action		
Recommend denial of the variance requests.		
Staff Report		
The applicant is requesting a variance to allow for a rear yard setback of 9 feet instead of 15 feet as required by the Land Development Code, Section 122-311 – Article IV. Planned Unit Development Zoning for property located at 3435 Grayton Court. The applicant would like to construct a screen room with a solid roof in the rear of the existing single family home. The single family structure is located on a pie shaped lot which requires the setback to be measured from the shortest point of the lot. The required rear yard setback is 15 feet and the proposed screen room will encroach 6 feet into the rear yard setback. The property is located in the Heritage Hills Phase 4A Subdivision with Planned Unit Development Zoning which requires a 15 feet rear yard setback for a screen room with a solid roof. The proposed structure is very similar to existing screen rooms that have been built in the community. The HOA Architectural Review Committee has approved the proposed screen room addition. Section 86-174 of the Land Development Code requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests 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. Location Map	Site Map.pdf	
2. Site Plan	Site Plan.pdf	
3. Site Pictures	SPZ-plans17101013370.jpg	
4. HOA Board Approval	Moretti exhibit 1.pdf	
5. Variance Review Criteria	Variance Setback Review Criteria-Moretti.pdf	
6. Application	Moretti App.pdf	
7. Legal Ad	VAR Legal AD-Moretti.pdf	

Site Map



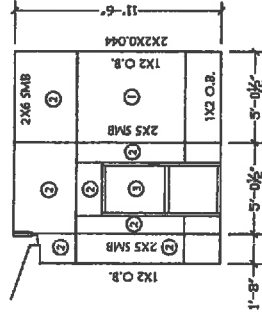


SCREEN ENCLOSURE PLAN

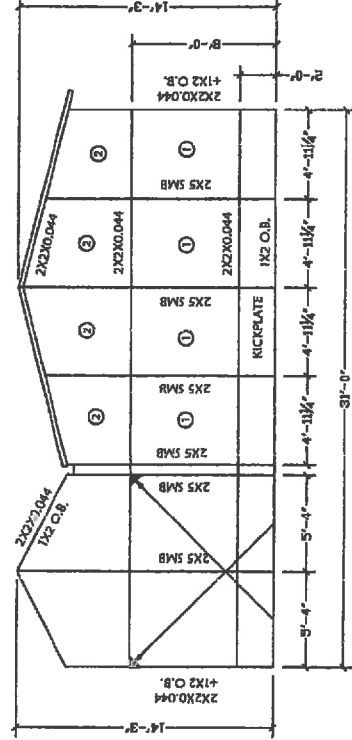
SCREEN AREA 372 SQ.FT.

EXISTING FOUNDATION

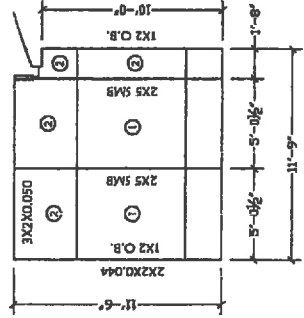
- ① - CUSTOM WINDOW SYSTEMS
HORIZONTAL SLIDING WINDOW
FL PRODUCT APPROVAL # 7013.184
- ② - CUSTOM WINDOW SYSTEMS
FIXED WINDOW
FL PRODUCT APPROVAL # 7013.184
- ③ - CUSTOM WINDOW SYSTEMS
EXTERIOR DOOR
FL PRODUCT APPROVAL # 661.185



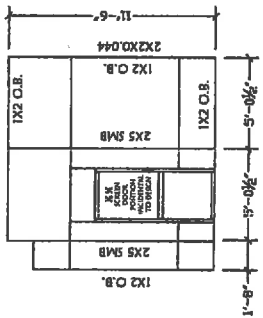
FRAMING ELEVATION - A



FRONT FRAMING ELEVATION



RIGHT FRAMING ELEVATION



LEFT FRAMING ELEVATION

Florida Pool Enclosures

922 Hickory St.
Altamonte Springs, FL
407-260-2800
fax 407-260-6411

Job # 16788

Project Address:
James Moretti
3435 Grayton Ct.
Clermont, FL 34711

tax district: City of Clermont

date: 08/10/17 scale: NTS

prepared by: **Allen Thompson**

The locations of doors are incidental to the design.
Girts remain the same throughout the design unless otherwise noted.
Dimensions are to center of walls and members.
Length given for knee braces represents horizontal and vertical displacements.

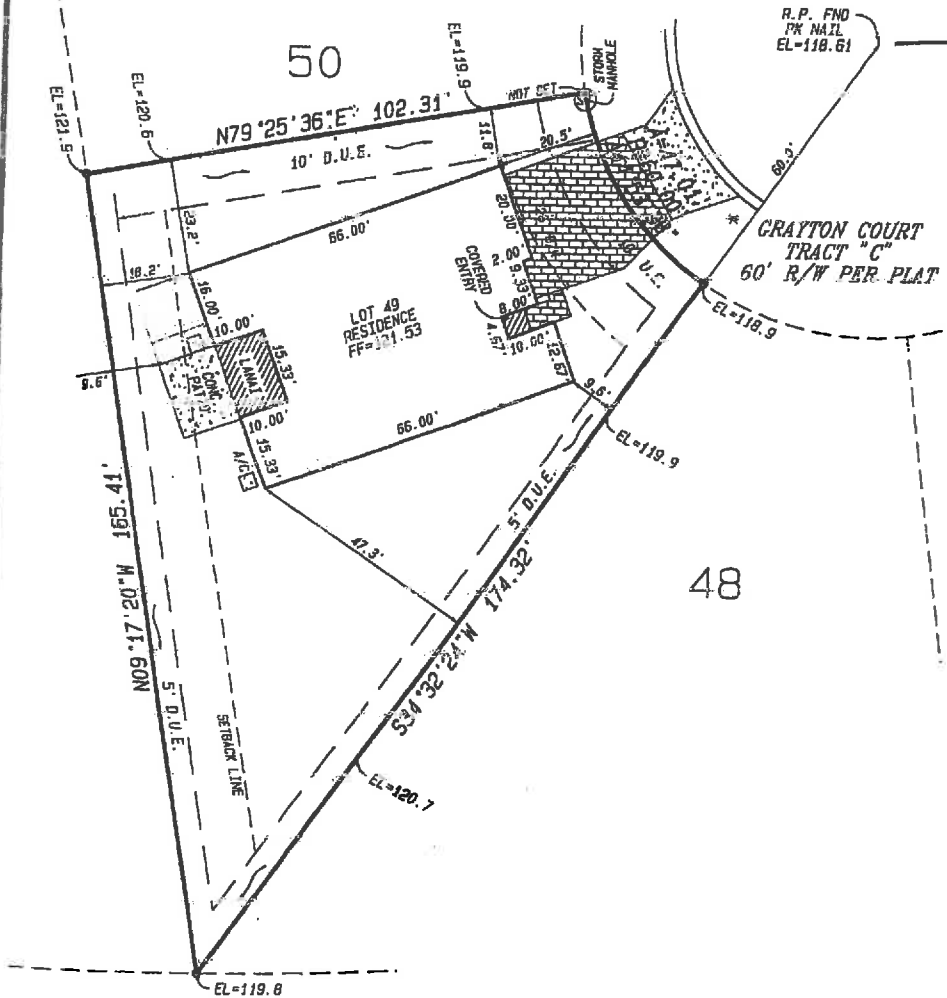
PREPARED FOR

LENNAR

Quality. Value. Integrity.

MAP OF SURVEY "BOUNDARY WITH IMPROVEMENTS"

LOT 49, HERITAGE HILLS PHASE 4A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGES 37-40, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



SURVEY NOTES:

- PER P.U.D. SETBACK REQUIREMENTS ARE AS FOLLOWS:
FRONT= 20.00'
SIDES= 5.00'
REAR= 15.00'
CORNER LOTS= 20.00'
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT, THE COMMON LOT LINE BETWEEN LOTS 48 & 49, BEARING BEING S34°32'24"W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, DEED RESTRICTIONS, OR ADJOINERS OF RECORD.
- UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER STRUCTURES WERE NOT LOCATED BY THIS SURVEY.
- BEARINGS AND DISTANCES SHOWN HEREON ARE PLAT AND FIELD MEASURED, UNLESS NOTED OTHERWISE.
- S.I.R.C. 5/8" LB#6605 UNLESS NOTED
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 12095C, 03/85, EFFECTIVE, 7/3/2002, THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" UNSHADED.

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:

JAMES M. MORETTI AND SUSAN J. MORETTI
UNIVERSAL AMERICAN MORTGAGE COMPANY
NORTH AMERICAN TITLE INSURANCE COMPANY
NORTH AMERICAN TITLE COMPANY

PROPERTY ADDRESS:
3436 GRAYTON COURT

I HEREBY CERTIFY THAT THE MAP OF SURVEY SHOWN HEREON IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROBERT D. JOHNSON, P.L.S. NO. 5031
DONALD G. MILLER, P.L.S. NO. 6874

FLORIDA REGISTERED LAND SURVEYOR AND MAPPER, NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE 1" = 30'

A/E - ARE LENGTH
CONC - CONCRETE
COR - CORNER
C/L - CENTERLINE
C.N. - CONCRETE MONUMENT
D.E. - DRAINAGE EASEMENT
D.U.E. - DRAINAGE & UTILITY EASEMENT
D/W - DRIVEWAY

EL - ELEVATION
ESENT - EASEMENT
F.C.N. - FOUND CONCRETE MONUMENT
FF - FINISH FLOOR
F.I.R. - FOUND IRON ROD
F.I.R.C. - FOUND IRON ROD & CAP
FNC - FENCE
FND - FOUND
FND RD - FOUND NATL & DISC

LB - LICENSED BUSINESS
L.E. - LANDSCAPE ELEMENT
L.S. - LICENSED SURVEYOR
L.R. - LAND RADIAL
L.T. - LOT TO SCALE
P.C. - POINT OF CURVATURE
P.C.C. - POINT OF COMPOUND CURVE
P.C.P. - PERMANENT CONTROL POINT
P.I. - POINT OF INTERSECTION

PK - PK NAIL
PR - PROPOSED
P.R.C. - POINT OF REVERSE CURVE
P.R.N. - PERMANENT REFERENCE MONUMENT
P.T. - POINT OF TANGENT
R - RADIUS
R.P. - RADIUS POINT
R/W - RIGHT OF WAY
S/W - SIDEWALK

S.I.R.C. - SET 5/8" IRON ROD AND CAP (LB#6605)
U.E. - UTILITY EASEMENT
U.F. - UTILITY FOUNDATION
U.L. - UTILITY LINE
U.M. - UTILITY MEASUREMENT
U.P. - UTILITY POINT
U.R. - UTILITY RECORD
U.S. - UTILITY SURVEY

DATE OF FIELD SURVEY

PLOT PLAN	1/28/14, 4/04/14, 8/07/14
BOUNDARY	3/31/14
FORMBOARD	4/09/14
FOUNDATION	4/22/14
FINAL	8/08/14

FRANKLIN, HART & REID

CIVIL ENGINEERS - LAND SURVEYORS

1368 EAST VINE STREET, KISSIMMEE, FL 34744
PHONE 846-1216 FAX 846-0037
CERTIFICATE NO. LB 6605

PROJECT INFORMATION

JOB NO.	144181
DRAWN BY:	JF
REVIEWED BY:	RDJ
SITE PLAN REV.	04/04/14
CERTS ADDED	8/18/2014





Date received at Clubhouse office: _____ Application number: 002229

HERITAGE HILLS ARCHITECTURAL CHANGE REQUEST APPLICATION

IMPORTANT! Include a copy of your lot survey. Attach appropriate plans/sketches with locations and measurements. If you are removing a hardwood tree, please include the permit from the City of Clermont. This application must contain all the information necessary for the Architectural Control Committee (ACC) to make an informed decision or the application may be denied. The homeowner should review the current "Heritage Hills Community Standards" document prior to submitting any application.

PLEASE PRINT OWNER NAME(S): James and Susan Moretti
PROPERTY ADDRESS: 3435 Grayton Ct
cell HOME PHONE NUMBER: 607-725-0110 (5) EMAIL ADDRESS: smoretti7@yahoo.com
607-382-1254 (5)

**IS THIS A RESUBMISSION OF A PREVIOUS APPLICATION?? PLEASE CIRCLE ONE: YES ☐ NO ☒

Please Read and Understand the Following. No Improvements shall be implemented on any exterior portion of a home site until the plans and specifications showing the nature, kind, shape, materials, dimensions, floor plans, color scheme and location of same have been submitted and approved in writing by the ACC. No exterior of a home shall be repainted, no sign, landscaping, nor improvement erected, removed, planted, or maintained on any portion of a home site, nor material addition, change, replacement, or alteration of the improvements as originally constructed (visible from the exterior of a home) shall be made without prior written ACC approval. The ACC shall have the right and discretion to refuse approval of any plans and specifications that are not suitable, desirable, or aesthetically compatible with the overall concept of the Heritage Hills Community.

With written approval, the homeowner may add additional planting beds to their home site with the understanding that such additional landscaping or changes to the original landscaping must be maintained by the homeowner including watering, weeding, fertilizing, and mulching in accordance with the overall appearance and design concept of the original existing planting beds and such change must not restrict lawn maintenance equipment access. Any plantings or additions that cause damage or restrictions to repair or repainting of the affected home shall be the financial responsibility of the homeowner. This also includes additional trees added to the home site. The homeowner must comply with all standards as specified in the current Heritage Hills Community Standards document.

NOTE: It is the sole responsibility of the homeowner to obtain all required building and/or other permits from all government authorities. All such permits must be submitted and filed at the Heritage Hills Club office.

No later than sixty (60) days after receipt of all information required by the ACC for final review shall the ACC approve or deny the application in writing. In the event the ACC fails to respond within the sixty (60) day period, the plans and specifications shall be deemed disapproved by the ACC. All approved changes must be completed within six (6) months of the ACC approval date.

Owner(s) Acknowledgement Signature: James Moretti Susan Moretti

Describe your proposed alterations: (Attach additional supporting documents/pages/photos to this request as necessary)

- change screened in lanai to a sunroom on existing concrete slab/as our intentions with hennar when they built our house
- sunroom built to code - see detailed drawing - by Florida Pool Enclosures
- our property is at the end of a cul-de-sac - no neighbors (ever) behind us & no neighbors near the back of our house
- comparable sunroom on Sanibel by Florida Pool Enclosures

(This area for ACC Use Only) Request is: Approved ☒ Denied ☐ Conditional ☐

WORK PERMIT IN OFFICE PRIOR TO
CONSTRUCTION

Signature of ACC Chairperson: [Signature] 2nd Signature: [Signature] Date: 8/22/2017

Date Applicant Notified: _____ By: _____

3435 Grayton Court – Moretti 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: *Even though our lot is large with plenty of room, the lot is pie shaped and therefore the house was pushed to the rear of the lot.*

Staff comments: *The Land Development Code Section 122-311 Planned Unit Development Zoning requires a screen room with a solid roof be able to meet the side and rear yard setbacks of the primary structure for the zoning district.*

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *I have interest; however, I did not cause setback issue.*

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

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *With a regular shaped lot other in Heritage Hills have been able to add sun rooms. The pie shaped lot we have makes it harder.*

Staff comments: *The Land Development Code will allow construction of a screened patio with a screen roof. The property owner is requesting a screen room with a solid roof, which requires a 15-foot rear yard setback.*

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: *The sun room will undoubtedly add value.*

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

Positive finding

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

Applicant response: Yes, it makes it possible by going over the existing concrete slab. It is reasonable use of the land.

Staff comments: The requested variance appears to be the minimum variance necessary to allow reasonable use of the existing single family structure.

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: In researching variances, other variances have been granted.

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

Positive finding

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

Applicant response: It will be adding value to the property. Other homes in Heritage Hills have sun room enclosures.

Staff comments: The proposed variance does not appear to substantially diminish property values or alter the essential character of the neighborhood. The proposed screen room addition will be constructed on an existing slab and is not abutting any rear neighbors.

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: There is plenty of open space in the rear and sides of the house as evidenced by the attached pictures. On our opinion the sun room is not detrimental the Heritage Hills or the neighborhood.

Staff comments: Granting of the requested variance will not be injurious to the surrounding properties or detrimental to the public welfare and will be in harmony with the general intent and purpose of the land development code. The HOA Architectural Review Board has approved the proposed screen room addition.

Positive finding

STAFF RECOMMENDATION:

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

VAR 1709-0001



CITY OF CLERMONT
VARIANCE
Application

DATE: Sept. 14, 2017

FEE: [#]300 *plus ADVERTISING*

PROJECT NAME (if applicable): _____

APPLICANT: James M. MORETTI

CONTACT PERSON: James M. MORETTI

Address: 3435 Grayton Ct.

City: Clermont State: FL Zip: 34711

Phone: 607-725-0110 Fax: _____

E-Mail: morettij@alfred.edu

OWNER: James M. MORETTI

Address: 3435 Grayton Ct.

City: Clermont State: FL Zip: 34711

Phone: 607-725-0110 Fax: _____

Address of Subject Property: 3435 Grayton Ct, Clermont, FL 34711

General Location: 3435 Grayton Ct.
(City of Clermont)

Legal Description (include copy of survey): Heritage Hills Phase 4A
Lot 49

Land Use (City verification required): MASTER PLANNED DEV.





Zoning (City verification required): _____

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

RESOLUTION 1457 Section 2 (3) rear yard
SETBACK OF 15 feet

What are you proposing to do that would require a variance and why? ENCLOSE EXISTING
SUN ROOM LANAI WITH CONCRETE PATIO INTO A
SUN ROOM WITH A PERMANENT ROOF.

How does the Code create a hardship? With the rear of the house facing
West we are NOT ABLE TO SIT OUTSIDE ON OUR LANAI from May to Oct.
We are unable to SUN ROOM proposal to meet rear yard setback

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

Even though our lot is large with plenty of room, the
lot is pie shaped and therefore the house was pushed
to the rear of the lot.

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

I have interest, however I didn't cause setback
issues.



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;

With a regular shaped lot others in Heritage Hills have been able to add a sun-room. The pie-shaped lot we have makes it much harder.

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

The sun room will undoubtedly add value

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

*Yes it makes it possible by going over existing ^{concrete} slab.
It is reasonable use of the land.*

(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;

In researching over ^{other} VARIANCES have been granted.

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

It will be adding value to the property. Others in Ht have sun room enclosures.



**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.

There is plenty of open space ^{ON sides &} behind our house as evidenced by the attached pictures. IN our opinion the sun room is not detrimental to HH or the Neighborhood

Applicant Name (print)

James M. MORETTI

Owner Name (print)

X

Applicant Name (signature)

X

J Moretti
Owner Name (signature)

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

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

City of Clermont

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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 9 feet instead of 15 feet as required by the Land Development Code, Section 122-311 – Article IV. Planned Unit Development Zoning at the following location:

LOCATION:

3435 Grayton Court
Heritage Hills - Phase 4A
(Alt. Key 3888136)

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 24, 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 16, 2017



CITY OF CLERMONT

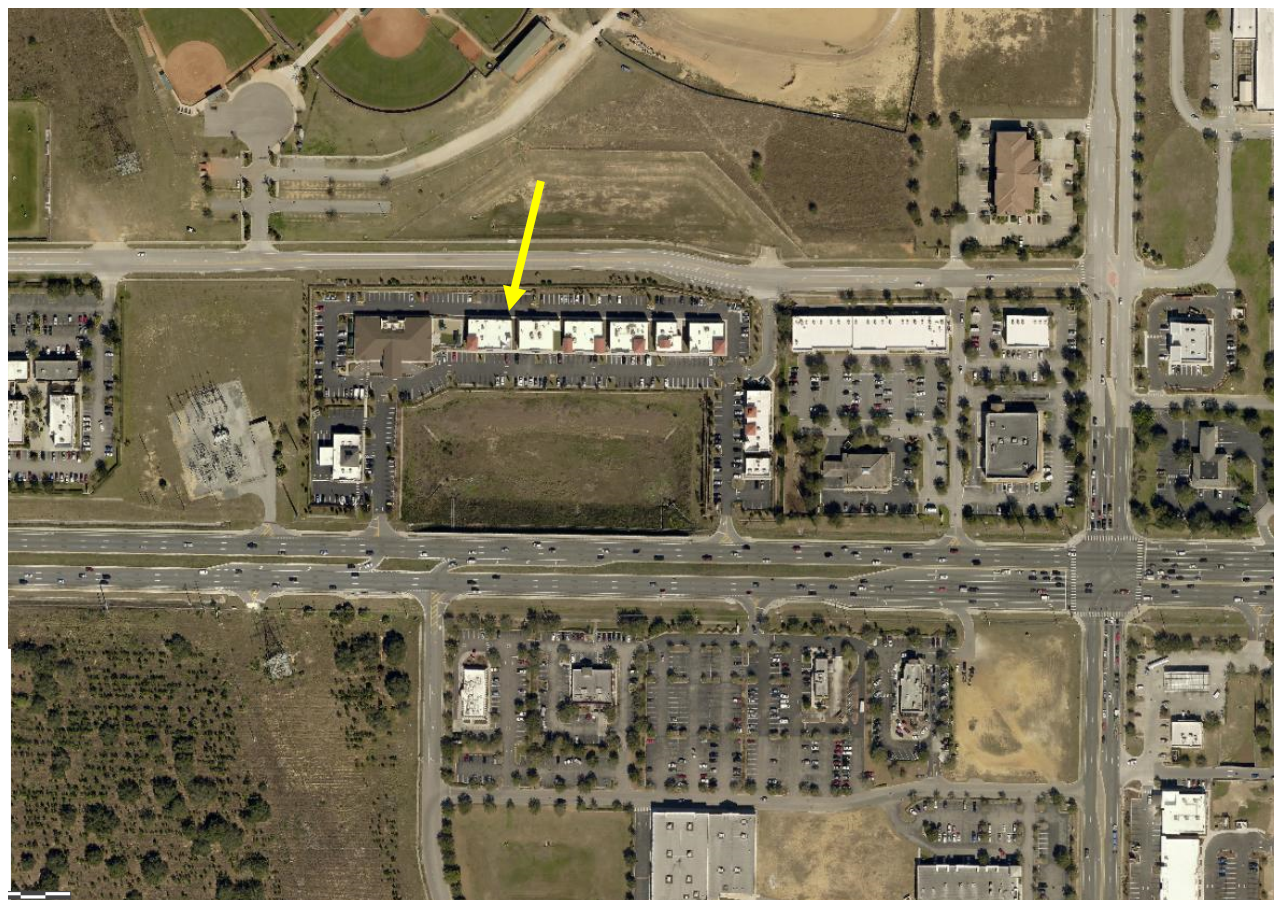
AGENDA ITEM

Page 1 of 1

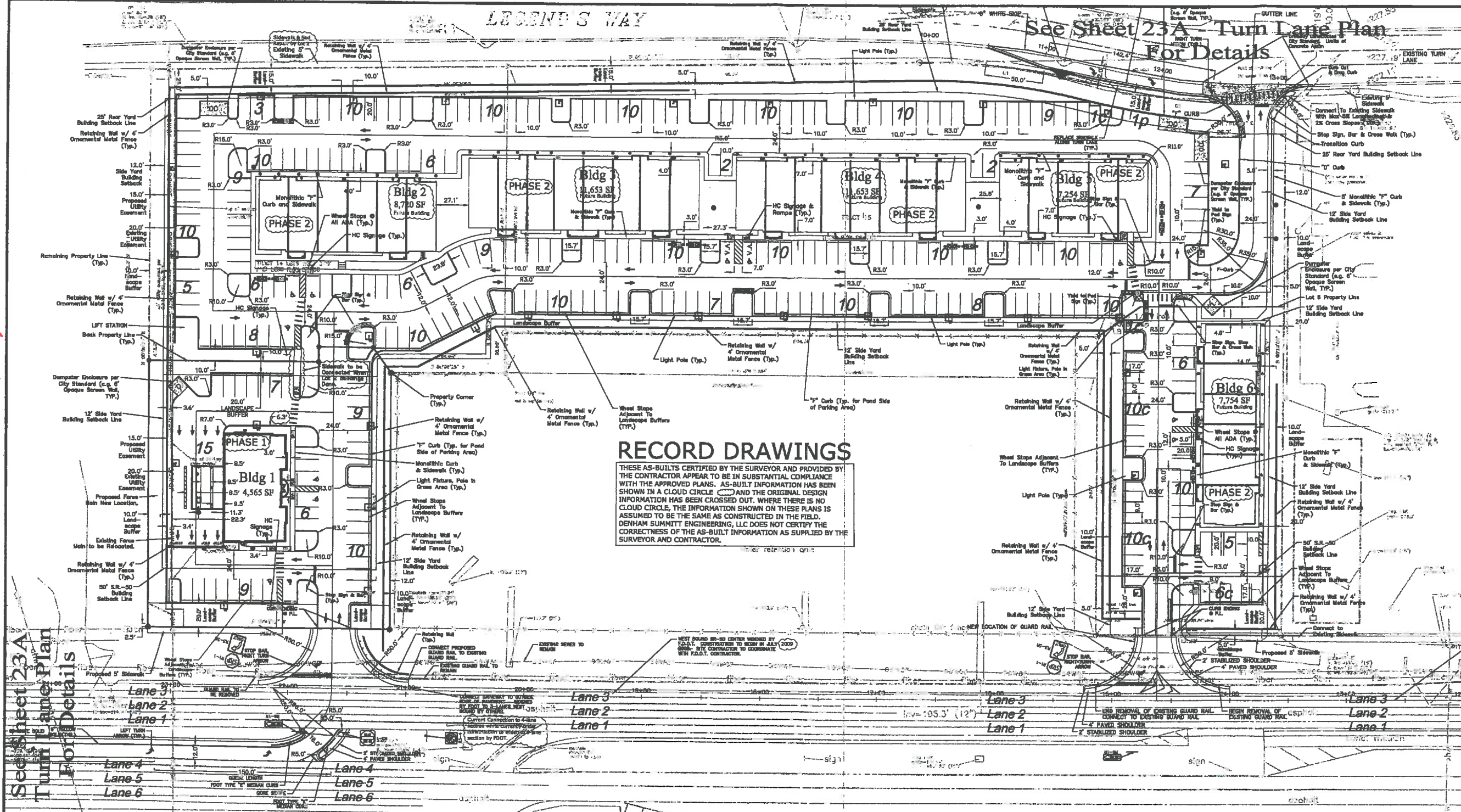
Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Variance Request Mind Immersions		
Requested Action		
Recommend approval of the variance request.		
Staff Report		
The applicant is requesting the following variance to the Land Development Code (LDC): (1) To allow for a reduction of five (5) parking spaces for a proposed gaming center development instead of the number as required by the Land Development Code, Section 98-14 – Minimum Parking Spaces The applicant is requesting a variance to the parking requirements for a new commercial building located at 2410 East Highway 50 (adjacent to McAllister's Deli). The existing building was parked for retail uses at one space per 200 square feet. The proposed use will be for a virtual reality gaming center that is already a permitted use for this location. The applicant would like to provide an outdoor seating area for the patrons to utilize while visiting the establishment. The proposed outdoor seating area is currently a grass area of approximately 560 square feet adjacent to the building. Paving this area and establishing it as a seating area for patrons, creates the requirement for 5 additional parking stalls for the building. Parking at the site is currently maximized and there is not an ability to add these 5 additional parking stalls on site. Staff feel the hours of operation will not conflict with the peak hours of the surrounding businesses, and the existing parking on site will more than accommodate the proposed use. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes all eight meet these findings. Therefore, staff recommends approval of the variance request 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. Location Map Location Map.docx		
2. Site Plan Mind Immersions site plan.pdf		

3.	Exhibit	Mind Immersions Exhibit.pdf
4.	Review Criteria	Findings.docx
5.	App	Mind Immersions App.pdf
6.	Legal Ad	Legal AD Mind Immersions.docx

Location Map: 2410 East Highway 50



Brumers = 2,700 DA
New (Mexico) = 4,000 DA
Mc Allisters - 4,240 DA
Waffle House - 1,600 DA



RECORD DRAWINGS

THESE AS-BUILTS CERTIFIED BY THE SURVEYOR AND PROVIDED BY THE CONTRACTOR APPEAR TO BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS. AS-BUILT INFORMATION HAS BEEN SHOWN IN A CLOUD CIRCLE AND THE ORIGINAL DESIGN INFORMATION HAS BEEN CROSSED OUT. WHERE THERE IS NO CLOUD CIRCLE, THE INFORMATION SHOWN ON THESE PLANS IS ASSUMED TO BE THE SAME AS CONSTRUCTED IN THE FIELD. DENHAM SUMMITT ENGINEERING, LLC DOES NOT CERTIFY THE CORRECTNESS OF THE AS-BUILT INFORMATION AS SUPPLIED BY THE SURVEYOR AND CONTRACTOR.

Land Use
28-28-08-011
FUTURE LAND USE: UO-5 COMMERCIAL
EXISTING ZONING: C-2 (MIXED USE COMMERCIAL)
PROPOSED USE: OFFICE, COMMERCIAL, & RESTAURANT
TRACT AREA: 7.1 ACRES ±
NUMBER OF LOTS: 2 LOTS

Setbacks
FRONT: 30 FT (SR-50)
SIDE: 15 FT
REAR: 25 FT (LEGENDS PKWY)
Buffers
FRONT: 30 FT (SR-50)
SIDE: 15 FT
REAR: 15 FT (LEGENDS PKWY)
PODS: 10 FT (FOOT POOD)
Coverage & Landscaping
PERVIOUS AREA (LANDSCAPED) = 108,448 SF
PERVIOUS AREA = 212,880 SF
TOTAL SITE AREA = 321,328 SF
IMPERVIOUS SURFACE RATIO (ISR) = 68.8%

Building
MAX. STORES = 3
MAX. BLDG. HEIGHT (OCCUPIED) = 35'
MAX. BLDG. HEIGHT (STRUCTURE) = 45'

Utilities
SEWERAGE WATER SYSTEM: CITY OF CLERMONT
SANITARY SEWER SYSTEM: CITY OF CLERMONT
ON-SITE UTILITIES ARE TO BE PRIVATELY OWNED & MAINTAINED.

Storm Water
STORM WATER AND DRAINAGE FACILITIES: ON-SITE DETENTION
ON-SITE SOLE TYPE A
ACTUALS - APPROXIMATE SANDS, 0 TO 5 PERCENT SLOPES (#8)
BROUGHTON, SAMSULA AND SAMSULA, MUCKS (#17)
TAYLORS - APPROXIMATE FINE SANDS (#80)
ON-SITE VEGETATION: GRASS
SEWERAL: 4" WIDE ALONG
Flood Plain
A REVIEW OF FLOOD INSURANCE RATE MAPS FOR LAKE COUNTY, FLORIDA INDICATED THAT THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE 600-YEAR FLOOD PLAIN). THIS INFORMATION WAS TAKEN FROM COMMUNITY PANEL NUMBER 1200000048 & LAST REVISED DECEMBER 6, 2000.

State Notes
A COPY OF THE NOTICE OF INTENT, THE ISSUED UNDER STORM WATER RUNOFF PERMIT FOR CONSTRUCTION ACTIVITIES, AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE KEPT ON SITE AND AVAILABLE FOR INSPECTION AT ANY TIME.

General Notes
1. CALL SURVEYOR (1-800-432-4770) PRIOR TO ANY CONSTRUCTION OPERATION (WHEN CALLED UNDER COB).
2. THERE ARE NO EXISTING TREES ON SITE TO BE PROTECTED.
3. CONSTRUCTION TO PROTECT EXISTING TREES, SHRUBS AND OTHER LANDSCAPING ALONG EASEMENTS, SHOULD COMPLY WITH THE EXISTING LANDSCAPING AND PROPOSED SEWERAL, DRIVEWAYS AND OTHER IMPROVEMENTS. CONTRACTOR TO RELOCATE LANDSCAPING TO THE SATISFACTION OF CITY OR COUNTY INSPECTOR.
4. STREETS TO BE PRIVATELY OWNED & MAINTAINED.
5. A Pre-Construction Meeting with the City of Clermont is required.

Dimension Notes

- Contractor shall immediately notify the owner's representative of any discrepancies found between these plans, municipality specifications, the architectural plans, and/or field conditions prior to construction.
- All work shall be accomplished in accordance with the plans and specifications contained herein as well as separate municipality specifications book and/or otherwise required by applicable federal, state and local codes, ordinances, and regulations. It is the contractor's responsibility to obtain a copy of the municipality specifications book prior to any bidding, material orders or construction. In the event of a conflict between the requirements, the most stringent shall apply as determined by the owner's representative.
- Topographic information, boundary information and vertical control provided within these construction plans is taken from a survey by surveyor listed on the plans and can be obtained from the owner and/or geotechnical engineer as listed on the plans.
- Contractor shall comply with all permit conditions during construction. Dimensions shown are measured to/from the face of curb, property line, property corner, or face of building.
- Contractor shall stake all improvements using the dimension baseline and offsets provided on this sheet. It is the contractor's sole responsibility to completely stake and check all improvements to insure adequate positioning both horizontal and vertical, including minimum building setbacks, prior to the installation of any improvements.

- Locations of the proposed building shown on this plan are meant as a reference for constructing site improvements; the actual locations and dimensions of proposed building improvements shall be determined from the architectural plans and field located by a surveyor retained by the contractor.
- All parking striping, traffic arrows, cross walks and stop bars to be thermoplastic. Material certification shall be required for all paint and thermoplastic stating said materials do not contain lead.
- Baseline through parking areas to be established beginning at Benchmark #1 at the northwest property corner.
- All pavement markings to comply with the FDOT roadway and traffic design standards, manual of uniform control devices and the municipality land development code.
- All disturbed areas within ROW shall be sodded to match existing.
- All areas disturbed during construction shall be stabilized with ground cover.
- The contractor shall be responsible for the restoration of any traffic equipment including but not limited to fiber, loop sensors, pull boxes, conduits, traffic signals, and cabinets. Any items damaged by the contractor will be restored to their original conditions unless otherwise agreed upon by the municipality engineer.
- Note Deleted.

- Contractor to install the minimum requirements for vertical separation wherever proposed sewer mains and force main are to cross under proposed water mains.
- The contractor shall notify the city, county or FDOT office 48 hours prior to any work within their respective ROW's.
- Refer to FDOT roadway and traffic design standards index no. 602 for Maintenance of Traffic (M.O.T.)
- M.O.T. setup shall be supervised by a certified M.O.T. individual.
- All light poles and structures to be located in field by surveyor retained by contractor.
- Shop drawings to be provided by contractor to civil engineer for review prior to purchases and field installation.
- As-builts to be provided by contractor in autocad format on disc as well as on full size plans to respective governing agencies and civil engineer for review.

Parking		Building		Patron		Area per		Patron		Employee		TOTAL		Parking	
Tenant	Area	SF	Patron	%	Area	Patron	Space	Space	Requires	Requires	Requires	Space	Space	Space	Space
Retail/Office	32,249	100%	32,249	200											
Restaurant	19,850	49%	8,708	50											
total	52,099											343	343		
													Compact Parking Allowed =	34	
													Compact Parking Provided =	39	
													ADA Required =	6.9	
													ADA Provided =	10.0	

Ephesians 6:11-17

Denham Summitt Engineering, LLC
Clermont: 352-243-2575
Lake Mary: 407-323-0705
Brian.Denham@DenhamSummitt.com
Geoff.Summitt@DenhamSummitt.com

Hessburg & Carlson
1635 E Highway 50, Suite 300
Clermont, FL 34711
Ph: 352-394-1894
Fx: 352-394-2034

University Village Bank
Clermont, FL

Construction Plans

Dimension Plan

Revisions

NO.	DATE	DESCRIPTION
1	02-18-09	Legends 35" R per Clermont
2	03-13-09	Legends Concrete Apron/Schedule
3	04-25-09	W Bank Concept 1
4	04-29-09	W Bank Concept 2
5	05-02-09	Bank Concept 3, S to Revision
6	05-19-09	PURCHASE CONSENT
7	06-25-09	Construction Revisions
8	10-07-09	Bank & Other Buildings Updated
9	12-09-09	FDOT Comments
10	07-20-10	As-Built - Lot 1

Plans not valid unless Signed, Dated and Sealed below.

J. Brian Denham, P.E.
Date: **Jul 21 2009**
FL Registration #58008
Certificate of Authorization #27233

GRAPHIC SCALE
1 inch = 40 ft.

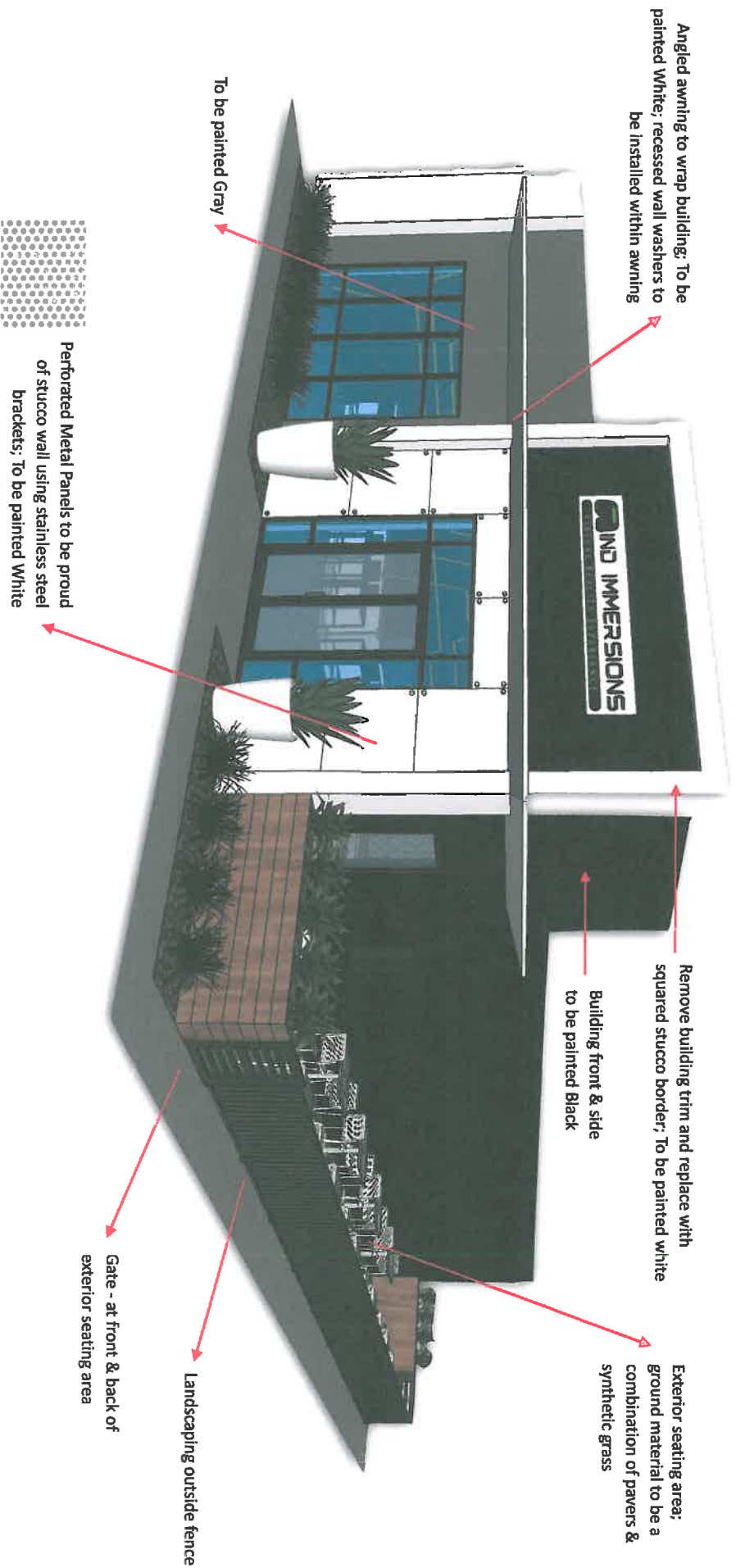
Sheet Number
4b of 24



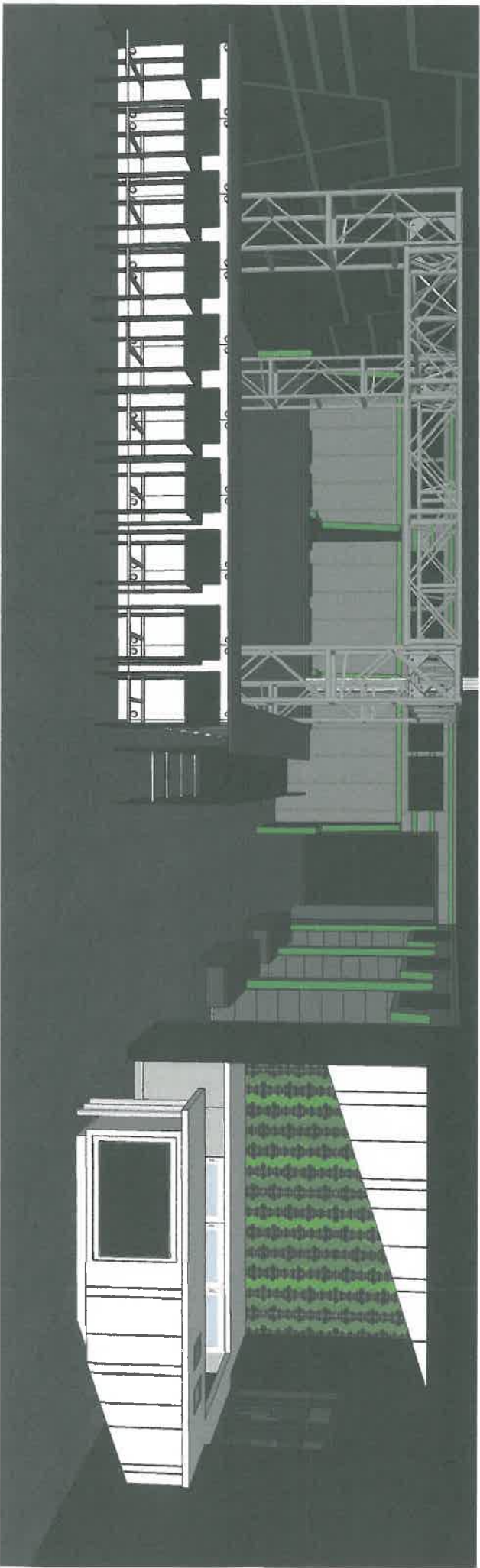
IND IMMERSIONS

VIRTUAL REALITY EXPERIENCE

Conceptual Presentation

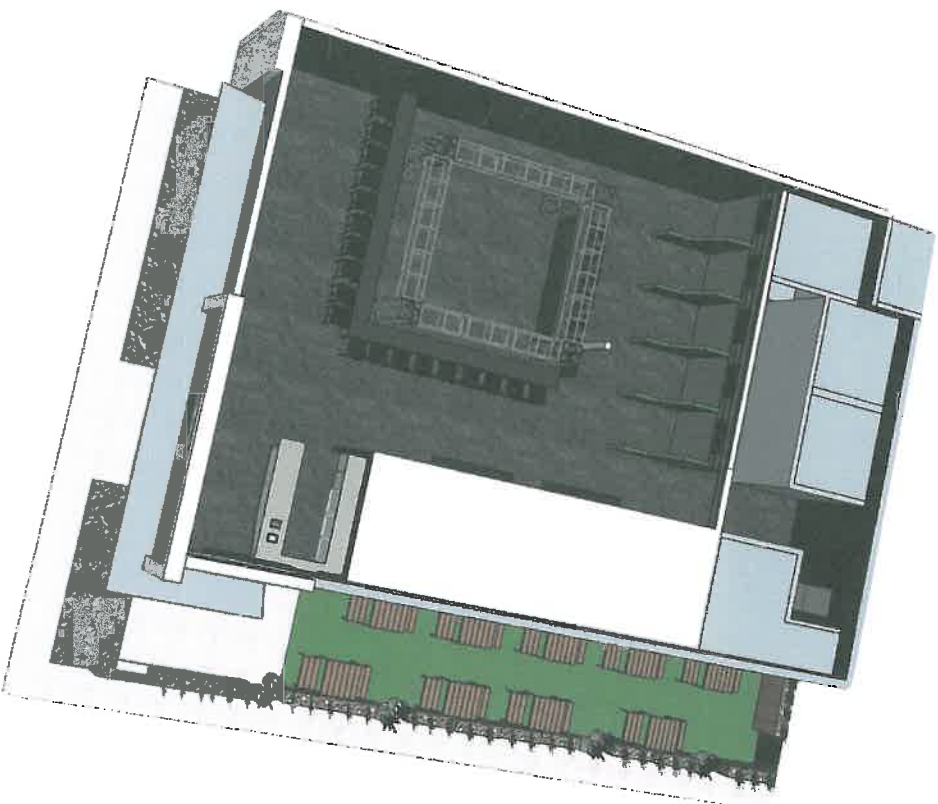


Exterior Rendering Concept



Vertical Trusses will be Built-in to each bar corner - see plan for details

Overall Front View



Overhead View

Exhibit 2

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 special condition is the proposed use will not be operating at the same peak hours as the surrounding businesses thus not taxing the existing parking lot.*

Staff comments:

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:.

Staff comments: *The commercial project within which this proposed use lies has shared parking without designation for individual businesses. The need for this variance arises from the unique nature of the requested use and the lack of a sufficient use classification in Section 98-14 to accommodate it.. The applicant has proffered a condition for the hours of operation. When the hours of operation condition is taken into account with the specific nature of the use, the existing shared parking will not be overburdened by the construction of this project.*

Positive 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:

Staff comments: *Other nearby parcels have been granted similar parking variances.*

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:

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

Positive finding

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

Applicant response:

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make reasonable use of the land.

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:

Staff comments: The City Council has granted similar variance requests in the past for nearby parcels.

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:

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area. The proposed development fits the character of the surrounding community and is compatible with the adjacent uses.

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:

Staff comments: Staff feels that the proposed project will be in harmony with the general intent and purpose of the land development code.

Positive finding



CITY OF CLERMONT
VARIANCE
 Application

DATE: 10-12-17

FEE: _____

PROJECT NAME (if applicable): Mind ImmersionsAPPLICANT: Jesse DomerackiCONTACT PERSON: Jesse DomerackiAddress: 13900 County Road 455 Suite 107-410City: Clermont State: FL Zip: ~~34756~~ 34711Phone: 609-744-8889 Fax: _____E-Mail: jdomeracki@mindimmersions.comOWNER: Jesse DomerackiAddress: 13900 County Road 455 Suite 107-410City: Clermont State: FL Zip: 34711Phone: 609-744-8889 Fax: _____Address of Subject Property: ~~2415~~ 2410 East Hwy 50-B Clermont

General Location: _____

Legal Description (include copy of survey): _____

Land Use (City verification required): _____



Zoning (City verification required): _____

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

What are you proposing to do that would require a variance and why? Outdoor patio
requiring 5 additional parking spaces

How does the Code create a hardship? _____

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

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



**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.

Jesse Domeracki
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Jesse Domeracki
Owner Name (print)

X [Signature]
Owner Name (signature)

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

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

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 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 the request for the following variance: (1) to allow for a reduction of five (5) parking spaces for a proposed gaming center development instead of the number as required by the Land Development Code, Section 98-14 – Minimum Parking Spaces, at the following location:

LOCATION:

University Village
2410 East Highway 50
Alt. Key 3890258

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 24, 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Resolution No. 2017-38 <i>Blue Water Car Wash</i>		
Requested Action		
Recommend approval of Resolution No. 2017-38		
Staff Report		
The Planning and Zoning Board voted unanimously to recommended approval of Resolution No. 2017-38 at their meeting held on October 3, 2017. The applicant is requesting a Conditional Use Permit (Resolution No. 2017-38) to allow a full service carwash facility in the Urban Estate Low Density Residential Zoning District. The subject parcel will be an outparcel located within the Plaza Collina Planned Unit Development. The approved Master Development Plan allows automotive services establishments as a permitted use with a Conditional Use Permit. The proposed site is approximately 1.43 acres+/- and will be located adjacent to Don Mealy Chevrolet. The conceptual site plan; as submitted will require (2) two variances in order to be developed. The variance application will be heard concurrently by the City Council on October 24, 2017. Staff has reviewed the application and believes that the proposed use is consistent with the Plaza Collina Planned Unit Development Master Plan and will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential Zoning District with the conditions contained in Resolution 2017-38.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution No. 2017-38	2017-38BlueWater.docx
2.	Location Map	blue water map.pdf
3.	Site Plan	03_2016.0431 C1 Site Dimension Plan.pdf
4.	Elevations	Blue Water elevations.pdf
5.	Application	Blue Water Express App.pdf
6.	Legal Ad	Blue Water Carwash CUP legal Ad 2.docx

CITY OF CLERMONT
RESOLUTION NO. 2017-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CARWASH FACILITY IN THE URBAN ESTATE LOW DENSITY RESIDENTIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 3, 2017 recommended approval of this Conditional Use Permit to allow for a carwash facility, at the following location:

LOCATION:

Blue Water Express Carwash
A vacant parcel of land lying North of State Road 50
and East of Auto Plex Lane
1.43+/- Acres

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

WHEREAS, the applicant has applied for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential Zoning District, the subject parcel is part of the Plaza Collina Planned Unit Development Master Plan;

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

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

This application for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential zoning district; be granted subject to the following conditions:

Section 1 - General Conditions

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

CITY OF CLERMONT
RESOLUTION NO. 2017-38

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2017-38

Section 2 - Land Uses and Specific Conditions:

1. This permit is for a self and full service carwash facility located as an outparcel in the Plaza Collina Planned Unit Development Master Development Plan.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Interplan, LLC, dated September 5, 2017 Preliminary Conceptual Plan. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be developed to meet the City's Architectural Standards and Land Development Code.
3. The site may also be used for any permitted use in the C-2 General Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.

CITY OF CLERMONT
RESOLUTION NO. 2017-38

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of October, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

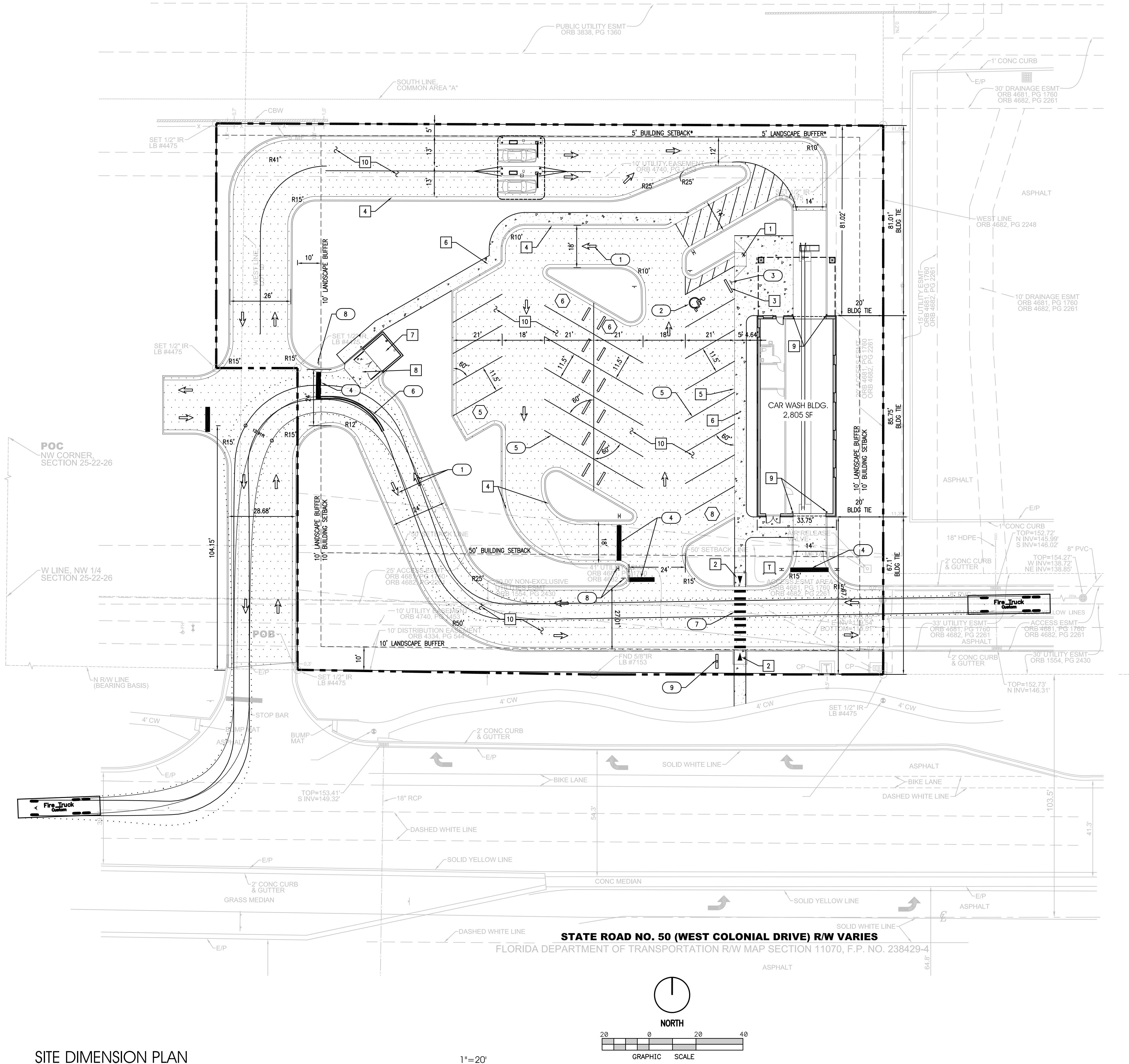
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Blue Water Carwash - Site Map





SITE DIMENSION PLAN

TRAFFIC CONTROL & SIGNAGE

- 1 DIRECTIONAL ARROW (11/11) (TYP.)
- 2 HANDICAP PAVEMENT SYMBOLS (12/12) (TYP.)
- 3 HANDICAP SIGN (13/13) (TYP.)
- 4 24" WIDE WHITE STOP BAR (TYP.)
- 5 PAVEMENT STRIPING (4" WHITE) (TYP.)
- 6 4" DOUBLE YELLOW LINE
- 7 24" WIDE WHITE CROSSWALK STRIPING
- 8 30" STOP SIGN (R1-1)
- 9 MONUMENT SIGNAGE

ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

WORK DONE WITHIN F.D.O.T. R.O.W. SUBJECT TO F.D.O.T. REVIEW AND APPROVAL.

SITE NOTES

- 1 HANDICAP RAMP (14/14) (TYP.)
- 2 SIDEWALK RAMP (15/15) (TYP.)
- 3 WHEEL STOP (9/9) (TYP.)
- 4 6" CURB (5/5) (TYP.)
- 5 MONOLITHIC CURB AND SIDEWALK (6/6) (TYP.)
- 6 CONCRETE SIDEWALK (8/8) (TYP.)
- 7 DUMPSTER ENCLOSURE (1/1) (TYP.)
- 8 CONCRETE APRON (7/7) (TYP.)
- 9 BOLLARD (4/4) (TYP.)
- 10 ASPHALT PAVEMENT (10/10) (TYP.)
- 11 EXISTING OR PROPOSED FIRE HYDRANT
- 12 DRAINAGE STRUCTURES
- 13 TRANSFORMER PAD
- 14 LIGHT POLE
- 15 BIKE RACK
- 16 VALLEY GUTTER

REFER TO SHEET C0 FOR GENERAL NOTES, SPECIFICATIONS, AND LEGENDS, IN ADDITION TO SITE-SPECIFIC NOTES AND REQUIREMENTS.

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

AA 003420
CA 8660

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:
THIS DOCUMENT IS "NOT FOR CONSTRUCTION"
UNLESS THE ARCHITECT OR ENGINEER'S
SIGNATURE AND SEAL APPEAR BELOW.

STUART ANDERSON, P.E.
FL. REG. #60848

NO DATE REMARKS
REVISIONS

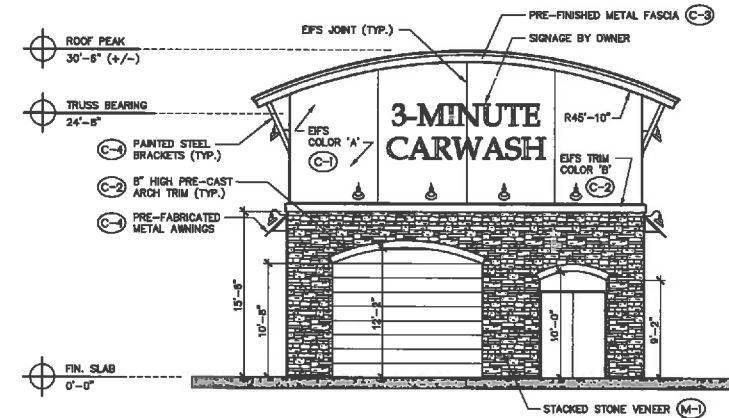
BLUE WATER EXPRES
PLAZA COLLINA
CLERMONT, FL.

PROJECT NO: 2016.0431
DATE: Value

C1

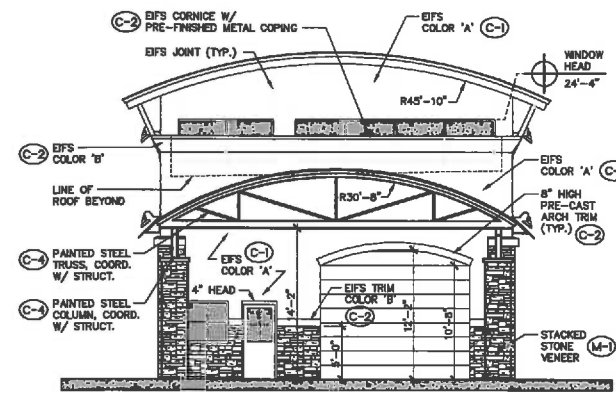
SITE DIMENSION PLAN

CHECKED: DM DRAWN: JFH



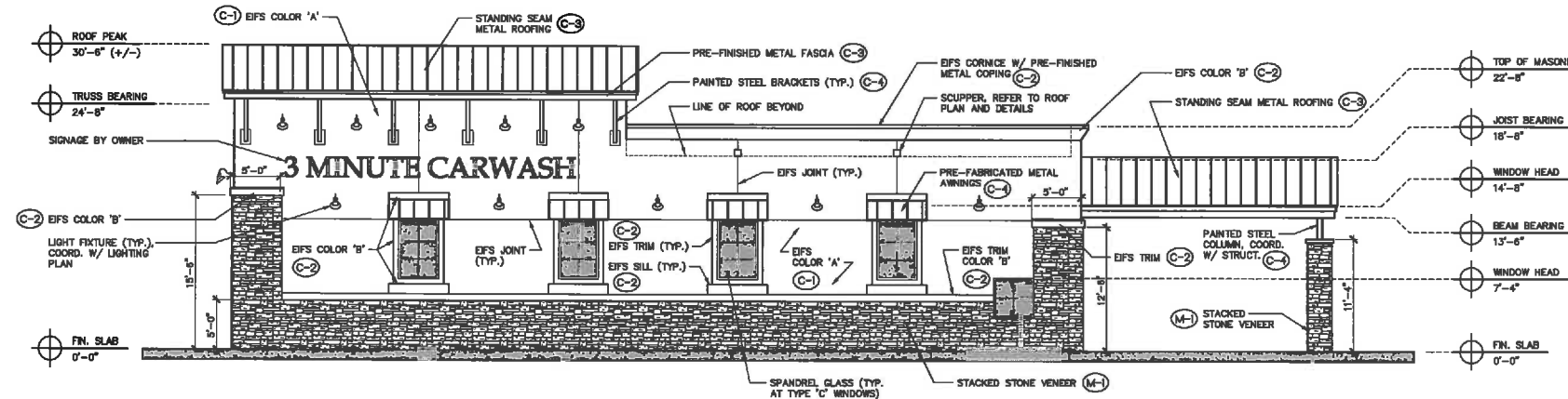
WEST (FRONT) ELEV.

1/8" = 1'-0"



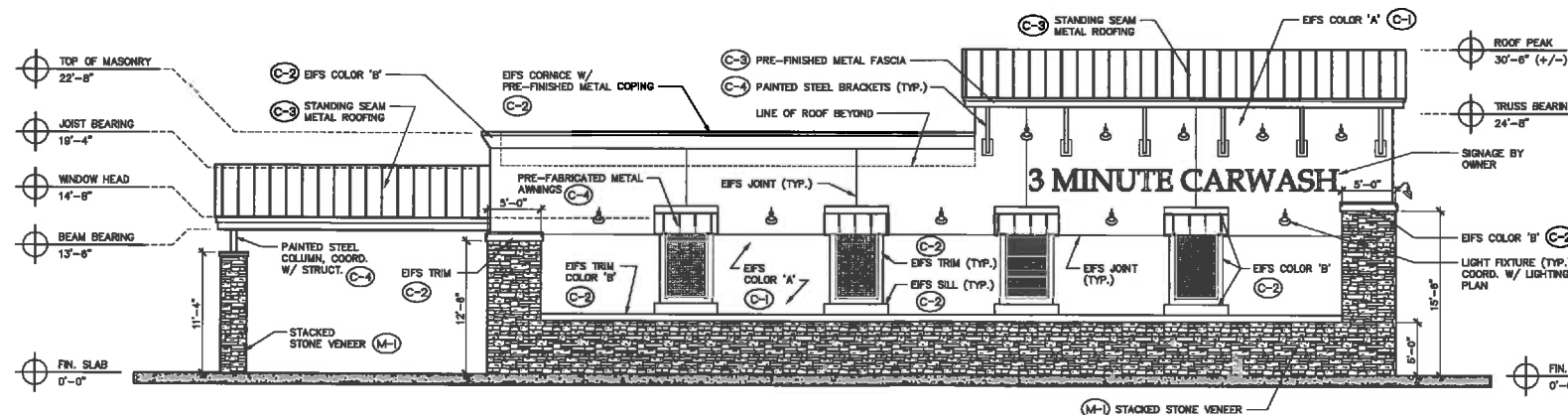
EAST (REAR) ELEV.

1/8" = 1'-0"



SOUTH (SIDE) ELEVATION

1/8" = 1'-0"



NORTH (SIDE) ELEVATION

1/8" = 1'-0"

COLOR AND MATERIAL SCHEDULE

COLOR SPECIFICATIONS

- (C-1) EFS MAIN BODY COLOR (COLOR 'A'): DRYVIT #449 "BUCKSKIN", FINE SAND TEXTURE.
- (C-2) EFS ACCENT / TRIM COLOR (COLOR 'B'): DRYVIT #102 "BRITE WHITE", FINE SAND TEXTURE.
- (C-3) PAINTED STEEL STANDING SEAM METAL ROOF PANELS AND TRIM: "DARK BRONZE" BY "BERRIDGE MANUFACTURING CO."
- (C-4) PAINTED STEEL BRACKETS AND EXPOSED STEEL STRUCTURE: BENJAMIN MOORE, COLOR-MATCH TO "DARK BRONZE" ROOF PANELS, SEMI-GLOSS SHEEN.

MATERIAL SPECIFICATIONS

- (M-1) STACKED STONE VENEER: "LEDGESTONE GLACIER VALLEY" BY "BORAL PROSTONE".

BLUE WATER EXPRESS CAR WASH
LANDSTAR BOULEVARD, ORLANDO, FLORIDA

PROPOSED EXTERIOR ELEVATIONS



DATE: APRIL 12, 2017

DRAWN BY: SAM

REVISED:

JOB NO. 17-144

DATE: SHEET NUMBER: A1.0



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 6/29/2017

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Blue Water Express - Car Wash

APPLICANT: Blue Water Express Wash 8, LLC

CONTACT PERSON: Kenneth Tyrrell

Address: 1607 Village Square Blvd, Suite 8

City: Tallahassee State: Florida Zip: 32301

Phone: 850-545-1507 Fax: _____

E-Mail: mozaik@earthlink.net

OWNER: Plaza Collina (orlando) ASLI VI, L.L.L.P.

Address: 923 N. Pennsylvania Ave

City: Winter Park State: Florida Zip: 32789

Phone: 407-628-8488 Fax: 407-644-3115

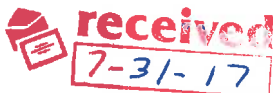
Address of Subject Property: State Road 50, Clermont FL 34711

General Location: Approximately 1/2 mile East of SR 50 & Hartle Rd on the
north side of SR 50.

Legal Description (include copy of survey): see attached

Land Use (City verification required): Regional Commercial

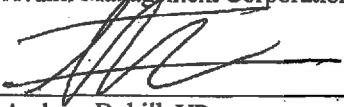
Zoning (City verification required): PUD



PLAZA COLLINA (ORLANDO) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership

By: **Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its general partner**

By: **Avanti Management Corporation, a Florida corporation, its general partner .**

By: 

Andrew Dubill, VP

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential Zoning District, at the following location:

LOCATION

Blue Water Express Carwash
North of State Road 50 and East of Auto Plex Lane
1.43+/- Acres

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

This request will be considered by the Planning & Zoning Commission on, Monday October 3, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 24, 2017 at 6:30pm. 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
September 26, 2017
October 17, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Variance Request <i>Blue Water Car Wash</i>		
Requested Action		
Recommend denial of variance requests.		
Staff Report		
The applicant is requesting two variances to allow for construction of a full service car wash facility in the Urban Estates Low Density Residential Zoning District. The conceptual site plan; as submitted will require the following variances in order to comply with the Land Development Code and meet development regulations for the site. The variance requests include (1) To allow for a reduction of the required 30 feet special setback for accessory structures canopies as required by the Land Development Code, Section 122-342 and (2) To allow for a reduced perimeter landscape buffer between abutting properties in the rear instead of the minimum ten-foot wide landscape buffer, as required by the Land Development Code, Section 118-37. The proposed canopy for the car wash payment kiosk will be located in the rear of the property. The Land Development Code requires canopies to have a minimum 30 foot setback; the canopy will be located five feet from the rear property line. In addition, the code requires a minimum 10 foot landscape buffer between abutting properties, the applicant is requesting a five feet wide buffer. The Master Storm water Pond for the site abuts the rear of the subject parcel where the variances have been requested. The applicant is proposing to enhance and provide larger plant species to meet the vegetation requirement of the Land Development Code. City Code Section 86-174 requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests by the applicant to the Clermont Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Location Map	blue water map.pdf
2.	Exhibit	BLue Water Express var - exhibit.pdf
3.	Canopy Pictures	IMG9513031.jpg
4.	Variance Review Criteria	86-174 Review Criteria-Blue Water Express.pdf

5.	Application	Blue Water Var App.pdf
6.	Legal Ad	Blue Water Express LEGAL NOTICE-New.docx

Blue Water Carwash - Site Map



October 5, 2017

Regina McGruder
City of Clermont
Planning Department
685 W. Montrose St.
Clermont, FL 34711
352-394-4081

Reference: **Engineer's Variance Justification**
Blue Water Express – Plaza Collina
IP # 2016.0431

Dear Mrs. McGruder:

Please see the below responses to Sec 86-174 Variance Review Criteria and Findings Questions for the Blue Water Express Car Wash facility within the Plaza Collina PD.

Variance #1 – Building Setback Variance: Reduce the rear-building setback from 25 ft. to 5 ft. to allow the Pay Station Canopy to encroach into the rear building setback

Variance #2 – Landscape Buffer Variance: Reduce the rear-Landscape buffer from 10 ft. to 5 ft. & Relocate the west Landscape buffer of 10 ft. along northernmost western property line to the east side of the roadway alignment, instead of following the jagged property line.

- (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;

Variance #1 – There is a master stormwater pond and access easement behind the project site. It is highly unlikely that any structures will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy.

Variance #2 – There is a master stormwater pond and access easement behind the site that provide a natural buffer to the site. It is highly unlikely that the pond will ever be developed as anything other than a pond. In addition, the western vacant parcel will be developed in the future and will most likely have to provide an additional landscape buffer adjacent to the property line.

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

Variance #1- The adjacent parcel to the rear of the property has been approved and constructed prior to the sale of the lot in question as a master stormwater pond. This condition creates a natural buffer & setback above and beyond the city's requirements.

Variance #2- The adjacent parcel to the rear of the property has been approved and constructed prior to the sale of the lot in question as a master stormwater pond. This condition creates a natural buffer & setback above and beyond the city's requirements. In addition, the westerly property line is part of a shared access roadway, which is a condition of approval to develop our lot.

- (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;

Variance #1- There are existing easements across this site that prevent the configuration of the buildings in any other orientation. The setback reduction is the smallest amount required to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station.

Variance #2- At the rear of the site the normal plantings required within the required buffer will still be provided within the 5' buffer. Along the western edge of the site, we will still be providing 10' of landscaping but it will not be directly adjacent to the property line.

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

Variance #1- The variance request is the smallest possible to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station. The variance will not reduce the cost to develop the site. The inclusion of the pay station canopy is a key feature that is client driven to enhance the user experience.

Variance #2- The landscape required along the rear property line will still be provided within the proposed 5' landscape buffer. Furthermore, the landscaping adjacent to the proposed shared roadway will still be installed so cost of installation will not be economically founded one way or the other.

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

Variance #1- The rear setback variance is the minimum required to provide safe entrance into the car was tunnel after rounding the curve after the pay station. It will be a benefit to the end user by having the covered canopy at the pay station.

Variance #2- The rear landscape buffer reduction is the minimum required to accommodate the pay station and car was tunnel access. The west landscape buffer is not being reduced and is still being provided but located within the site and not directly adjacent to the property line.

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

Variance #1- There is a master stormwater pond and access easement behind the site. It is highly unlikely that any structures will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy. A setback is still provided from adjacent development through the natural pond buffer.

Variance #2- There is a master stormwater pond and access easement behind the site. It is highly unlikely that any structures will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy. A landscape buffer is still provided from adjacent development through the natural pond buffer. The west landscape buffer is still provided within the site just not adjacent to the property line.

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

Variance #1- Since there is a master stormwater pond and access easement behind the site creating a setback from any development, it is unlikely that this project will substantially diminish the property values surrounding the site.

Variance #2- Since there is a master stormwater pond and access easement behind the site creating a buffer from any development, it is unlikely that this project will substantially diminish the property values surrounding the site. In addition, the western buffer adjacent to the roadway will be shared by the surrounding areas and will not diminish value in any way.

Respectfully,
INTERPLAN LLC



Stuart Anderson, PE
Director of Civil Engineering



Blue Water Express 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: There is a master storm water pond and access easement behind the project site. It is highly unlikely that any structure will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy.

Staff comments: The subject parcel abuts the master storm water pond for the overall development and was annexed into the City of Clermont from Lake County with the existing conditions. The Plaza Collina Master Plan has lots of vacant acreage that may not have these development constraints.

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 adjacent parcel to the rear of the property has been approved and constructed prior to the sale of the lot in questions as a master storm water pond. This condition creates a natural buffer & setback above and beyond the city’s requirements.

Staff comments: The current conditions of the site were not created by the applicant giving rise to the requested variance. However, the parcel as proposed was purchased with the existing conditions and could be developed with a larger site 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: There are existing easements across this site that prevent configuration of the buildings in any other orientation. The setback reduction is the smallest amount required to provide a safe entrance into the carwash tunnel after rounding the curve after the pay station.

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. 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: The variance request is the smallest possible to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station. The variance will not reduce the cost to develop the site. The inclusion of the pay station canopy is a key feature that is client driven to enhance the user experience.

Staff comments: No evidence of decreased costs due to the variances request.

Positive finding

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

Applicant response: The rear setback variance is the minimum required to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station. It will be a benefit to the end user by having the covered canopy at the pay station.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variances for landscaping buffer widths and a rear yard setback for the canopy accessory structure 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: There is a master storm water pond and access easement behind the site. It is highly unlikely that any structure will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy. The west landscape buffer is still provided within the site just not adjacent to the property line.

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 abutting State Road 50 that have been granted similar variances.

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:

Staff comments: *Granting of the requested variances will be in harmony with the general intent and purpose of the land development code. The pay station canopy is located in the rear of the property and abuts a retention pond. The applicant is proposing a 5 feet landscape buffer width in the rear of the property instead of the 10 feet buffer width as require by the Land Development Code; the proposed buffer will contain additional vegetation and larger trees 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: 10/31/17

FEE: \$600.00

PROJECT NAME (if applicable): Blue Water Express- Car Wash

APPLICANT: Blue Water Express Wash 8, LLC

CONTACT PERSON: Kenneth Tyrrell

Address: 1607 Village Square Blvd, Suite 8

City: Tallahassee State: Florida Zip: 32301

Phone: 850-545-1507 Fax: _____

E-Mail: mozaik@earthlink.net

OWNER: Plaza Collina (Orlando) SLI VI, L.L.L.P.

Address: 923 N. Pennsylvania Ave

City: Winter Park State: Florida Zip: 32789

Phone: 407-628-8488 Fax: 407-644-3115

Address of Subject Property: _____ State Road 50 , Clermont, FL 34711

General Location: Approximately 1/2 mile East of SR 50 & Hartle Rd on the north side of
SR 50.

Legal Description (include copy of survey): See attached

Land Use (City verification required): Regional 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 86-174

What are you proposing to do that would require a variance and why? Reduce rear-building setback from 25ft. to 5ft. Reduce rear-Landscape buffer from 10ft to 5ft. Relocate west Landscape buffer of 10ft along northernmost western property line to the east side of the roadway alignment.

How does the Code create a hardship? See attached narrative

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

Variance requested – subject and code section: Setback and landscape buffer
Sec 86-174

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;

See attached narrative

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

See attached narrative



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; **See attached narrative**

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

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

(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; **See attached narrative**

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



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.

See attached narrative

Applicant Name (print)

Kenneth Tyrrell
Owner Name (print)

X

Applicant Name (signature)

X

[Signature]
Owner Name (signature)

***** NOTICE *****

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

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 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 variances: (1) To allow for a reduction of the required 30 feet special setback for accessory structures canopies as required by the Land Development Code, Section 122-342 and (2) To allow for a reduced perimeter landscape buffer between abutting properties instead of the minimum ten-foot wide landscape buffer, as required by the LDC, Section 118-37 at the following location:

LOCATION:

Blue Water Express Carwash
North of State Road 50 and East of Auto Plex Lane
1.43+/- Acres

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 24, 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 16, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 24, 2017		
Agenda Item Name		
Resolution No. 2017-51 <i>Transtech Auto</i>		
Requested Action		
Recommend To Approve Resolution 2017-51		
Staff Report		
The applicant is seeking to occupy an existing automotive service center located at 1220 Oakley Seaver Drive. This location was previously operated as an automotive Mobil Quick Lube center under Resolution 1370. There is a condition under Resolution 1370 Section 2 "Land Use" #6 that specifically states "the oil change facility shall not utilize power hydraulic or air powered tools. All operations within the oil change facility shall be performed by hand tools". The new applicant is now requesting to operate an automotive transmission service center that would need to modify this condition for powered tools. This location is ideal for the applicant because of the existing automotive lifts that are already in the facility. The applicant will not be expanding the building, and all automotive work will be required to be completed within the building. The existing commercial future land use and commercial zoning district do permit this proposed use with an approved Conditional Use Permit. Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for an automotive transmission repair center at 1220 Oakley Seaver Dr. with the conditions contained in Resolution 1370.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2017-51	Resolution.docx	
2. Location Map	Location Map.docx	
3. App	Transtech Auto App.pdf	
4. Legal Ad	TransTech Auto Legal Ad.docx	

**CITY OF CLERMONT
RESOLUTION NO. 2017-51**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT,
LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE
PERMIT TO ALLOW FOR AN AUTOMOTIVE TRANSMISSION REPAIR
FACILITY IN THE C-2 COMMERCIAL ZONING DISTRICT.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 3, 2017 recommended approval of this Conditional Use Permit to allow for a carwash facility, at the following location:

LOCATION:
1220 Oakley Seaver Dr.

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

WHEREAS, the applicant has applied for a Conditional Use Permit to allow an automotive transmission repair facility in the Commercial Zoning District;

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

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

This application for a Conditional Use Permit to allow an automotive transmission repair facility in the C-2 Commercial zoning district; be granted subject to the following conditions:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use, additions to the use, or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. The property shall be developed in substantial accordance with the conceptual site plan dated May 2004 and prepared by McCoy and Associates, (hereafter called "Conceptual Site Plan"). Formal site development plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The site plans shall meet all submittal requirements and comply with the

CITY OF CLERMONT
RESOLUTION NO. 2017-51

conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and the City Comprehensive Plan, as amended. The conceptual site plan submitted with the Conditional Use Permit application is not the approved final development plans.

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
9. This conditional use permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 – Land Use

1. The proposed development will consist of a shopping center to include restaurants, retail, light duty auto service, oil change facility, automotive transmission repair facility, full service car wash, and professional office.
2. Only one (1) of the restaurants proposed to be located on the out parcels shall be permitted to have a drive through window.
3. Out parcels shall be limited to one structure per out parcel.
4. Hours of operation for the light duty auto service facility (Tire Kingdom) shall be limited from 7:00 a.m. to 7:00 p.m. The light duty auto service facility shall remain closed on Christmas, Easter and Thanksgiving.

CITY OF CLERMONT
RESOLUTION NO. 2017-51

5. The car wash and automotive service center hours of operation are limited from 7:00 a.m. to 8:00 p.m.
6. ~~The oil change facility shall not utilize power hydraulic or air powered tools. All operations within the oil change facility shall be performed by hand tools.~~

Section 3 - Site Development

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. Noise levels during construction shall not exceed those recommended by the Florida Department of Environmental Protection. Any vibratory compaction shall be limited to the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday only. Vibrations shall be limited to avoid any damages to neighboring persons or properties. Heavy Equipment and normal work operations will be allowed on the site between the hours of 7:00 A.M. and 7:00 P.M. Monday through Saturday. Heavy Equipment or heavy machinery engines will not be started earlier than 7:00 A.M. on any approved workday.
3. All excavated material shall be stored in a location approved by the City Engineer.
4. Geotechnical information regarding the soil characteristics of the site shall be submitted to the City as part of the Site Review process .
5. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMPs) of the U.S.D.A. Soil Conservation Service.
6. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site. The plan must specifically outline those measures

CITY OF CLERMONT
RESOLUTION NO. 2017-51

recommended by the United States Department of Agriculture Soil Conservation Service and the Florida Department of Environmental Protection.

7. All areas being modified to a slope of three (3) horizontal to one (1) vertical (3:1), such as water retention areas, shall be sodded.
8. Ingress/egress to the site for construction shall be as approved by the City Site Review Committee.
9. The Developers will construct a six foot stucco wall on the north side of the service drive, behind Tire Kingdom and the Elite Car Wash. The wall will begin at the property line between the Messy Dog, LLC and Pavilion Land Company ending at the southeast corner of Lot 4, Southlake Forest Sub. (*Ratliff parcel*) The developers will landscape the north side of the wall with trees and ivy or shrubs.
10. The Developers will construct a four foot stucco wall on the north end of the property, between the Messy Dog, LLC and Pavilion Land Company, stretch east, northeast between the parking lot and the water retention area up to the northern end of the parking lot – turning east (parallel to Hunt Race Blvd.). The wall will be designed to meet acceptable visibility safety standards. The developer will landscape both sides of the wall.
11. The Service Bays for Tire Kingdom shall be designed and constructed so as the open bays do not face west (turned inward).
12. The Car Wash facility shall be designed and constructed with sound attenuating devices (mufflers) added to the vacuum system and dryers placed at the greatest distance from the residential zones.
13. The Developers are required to conduct all uses on the property that the decibel level as measured at the property line of adjacent residential properties shall not exceed seventy (70) decibels.

Section 4 - Transportation Improvements

1. The permittee shall purchase and install streetlights per City code along Oakley Seaver Drive frontage. Installation and maintenance of lighting internal to the project shall be the responsibility of the permittee.
2. Prior to construction and development of the Planned Unit Development project, the permittee/developer shall provide a traffic analysis that identifies the development's impact on the City's transportation system.

CITY OF CLERMONT
RESOLUTION NO. 2017-51

Based upon results of the traffic study, the City may require that transportation improvements necessitated by the portion of the project for which a building permit is sought be made at the time of construction of that portion of the project. The permittee/ developer shall pay a pro rata share of improvement costs based on traffic counts prior to the issuance of the first certificate of occupancy for the shopping center portion of the project. Project specific on-site/off-site transportation improvements consistent with identified project impacts, per the traffic study, will be the sole responsibility of the developer.

3. Roadway improvement plans for State Road 50, Citrus Tower Boulevard, Oakley Seaver Drive and Hancock Road, including but not limited to, access drives, accel/decel lanes, turn lanes, traffic signalization devices, and internal signage and traffic movement lanes shall be submitted to and approved, appropriately, by the City Site Review Committee, the Florida Department of Transportation and Lake County prior to commencement of any development activity for any portion of the project.
4. Ingress and egress to the site for construction shall be as approved by the City Site Review Committee.
5. No driveway access shall be provided from Hunt Trace Boulevard.
6. A northbound left turn lane from Oakley Seaver Drive into the site shall be provided at the northern driveway (north entrance) on Oakley Seaver Drive.
7. A revised site plan shall reflect the median on Oakley Seaver Drive (at the middle access point) shall be extended north to properly reconfigure the proposed intersection.
8. A signal at the intersection of SR 50 and Oakley Seaver Drive shall be installed and operational prior to the issuance of the first certificate of occupancy for the properties .

Section 5 -Site Improvements/Landscaping

1. The landscape buffer on the north property line shall run the length of the entire parcel, including the water retention area. The Developer shall landscape both sides of the wall, as reflected in the conceptual plan for *Resolution 1370*, dated May 2004.
2. All walls and buffers shown on the Conceptual Site Plan dated May 2004 must be constructed as shown, and must be maintained in good condition for the duration of this Permit.

CITY OF CLERMONT
RESOLUTION NO. 2017-51

Section 6 - Utilities

1. The permittee shall connect to the water line on the frontage road and extend the water main on Oakley Seaver Drive to S.R. 50 and terminate at the S.R. 50 right-of-way with a cross, three valves, and a hydrant at the Southeast corner of the property. The water main shall be shown in the Oakley Seaver Drive right-of-way and shall be installed using ductile iron pipe under pavement.
2. Irrigation water shall be provided by well until such time as reuse water is available. The irrigation system shall be constructed using purple pipe to designate reuse water.
3. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City code.
4. The permittee shall provide a stub out from the Southwest manhole to the property line.
5. The restaurants will be required to install grease traps at a size to be determined by the Public Works Director.

Section 7 - Signage

1. No new signage shall be allowed on Hunt Trace Boulevard.
2. One monument sign on State Road 50 not to exceed fifteen (15) feet in height and 150 square feet in size.
3. One monument sign on Oakley Seaver Drive not to exceed ten (10) feet in height and 100 square feet in size.

Section 8 - Architectural Design Standards

Architectural finish and building plans for the commercial center shall be submitted and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are properly addressed. The following design standards shall apply to all development on the site and shall apply until such time as citywide architectural design standards are adopted unless otherwise approved by the City of Clermont Site Review Committee.

CITY OF CLERMONT
RESOLUTION NO. 2017-51

Facades and Exterior Walls:

1. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet.
3. The loading areas shall be properly screened from public view. Proper screening shall include but not be limited to provision of a minimum 10 ft. wide landscape buffer along the rear of the structures. All storage of pallets, cardboard boxes, etc. shall be within screened enclosures.

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Façade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors shall be prohibited.

CITY OF CLERMONT
RESOLUTION NO. 2017-51

3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Each use shall have a clearly defined customer entrance featuring three or more of the following:

1. Canopies or porticos;
2. overhangs;
3. recesses/projections;
4. arcades;
5. peaked roof forms;
6. Arches;
7. Tile work and moldings which are integrated into the structure and design.
8. Integral planters or wing walls that incorporate landscaped areas

and/or sitting areas. Signage:

1. Neon tubing shall not be used in building signage. The letters in the signage shall be the primary color.

Lighting:

1. Light poles shall not be painted in primary colors. Parking lot lights shall be aimed straight down and be enclosed in a shroud so that light will not project out in an upward or horizontal direction. No portion of the bulb shall extend beyond the bottom of the shroud.

Outdoor storage:

1. All materials stored outside must be within an opaque enclosure.
2. Mobile storage systems shall be prohibited. Mobile storage systems are the metal shipping containers and trailers that are used to store additional inventory outside of the store.

Other:

1. Chain link fencing shall be prohibited.
2. Fencing around water retention areas and all other fencing shall be ornamental metal fencing.

CITY OF CLERMONT
RESOLUTION NO. 2017-51

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of October, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

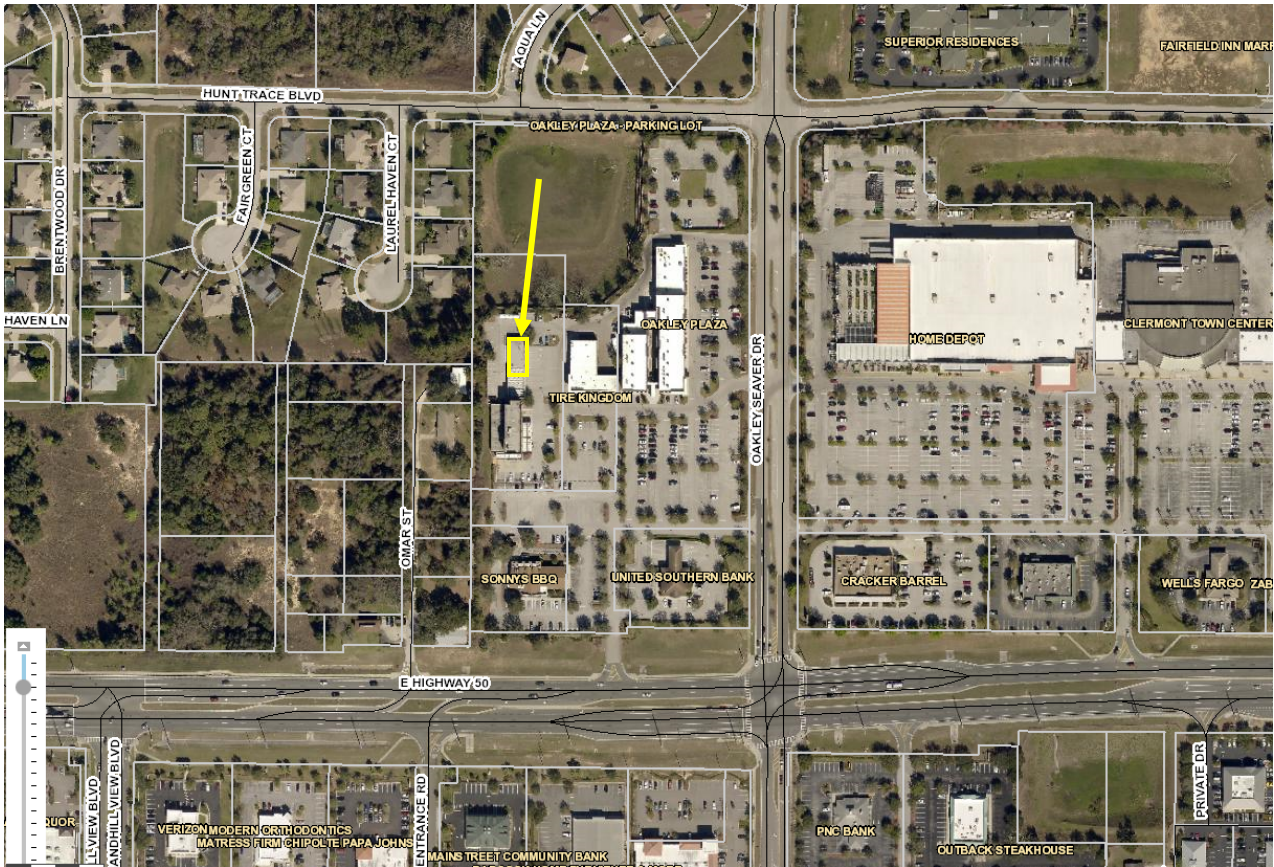
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map / Trans Tech Auto



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**DATE: 7/31/2017FEE: \$845
+ cost of advertisementPROJECT NAME (if applicable): TRANSTECH AUTO + TRANSMISSION SERVICE LLC

APPLICANT: _____

CONTACT PERSON: KAMELA CALDERONAddress: 235 HUNT STCity: CLERMONTState: FLZip: 34711Phone: 352-241-6341 Fax: 352-708-3590E-Mail: CALDERON11242@yahoo.comOWNER: Tiger Investment Group, Inc.Address: 10151 Deerwood Park Blvd Bldg 100 Suite 200City: JacksonvilleState: FloridaZip: 32256Phone: 904-472-2745

Fax: _____

Address of Subject Property: 1220 Oakley Seaver Drive, ClermontGeneral Location: near intersection of SR 50 and Oakley Seaver Dr.Legal Description (include copy of survey): Parcel ID 09-22-26-130500300004

Land Use (City verification required): _____

Zoning (City verification required): C2, General Commercial District / Commercial



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

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

AUTO TRANSMISSION SERVICE,
REMOVE AND REPAIR TRANSMISSION,
THERE ARE NO TRANSMISSION SERVICE in THIS AREA
ITS IN A REAR CORNER OF THIS LOCATION, WHERE THE
oil LUBE SHOP IS. 1220 OAKLEY SEAVER DRIVE,
LUBE CENTER, CLERMONT FL 34711

RAFAEL A. CALDERON
Applicant Name (print)

x Rafael A. Calderon
Applicant Name (signature)

Peter W. Hayes, VP Tiger Investment Group Inc.
Owner Name (print)

Peter W. Hayes
Owner Name (signature)

***** NOTICE *****

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

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

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a Conditional Use Permit to amend Resolution# 1370 for Oakley Seaver Plaza to allow the addition of an automotive service center.

LOCATION

Oakley Seaver Plaza, northwest corner of Highway 50 and Oakley Seaver Dr.
Alternate Key 3826070,3784813,3826071

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

This request will be considered by the Planning & Zoning Commission on Tuesday, October 3, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 24, 2017 at 6:30pm.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 26, 2017
October 17, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, October 24, 2017																	
Agenda Item Name																	
Ordinance No. 2017-45 <i>Introduction</i> <i>Huber</i>																	
Requested Action																	
Recommend introduction of Ordinance 2017-45.																	
Staff Report																	
On December 13, 2016, the Council granted a conditional use permit, Resolution 2016-45, to allow for a self-storage facility at a location north of Caspian Lane and west of U.S. Highway 27. Subsequent to the Council approval, the applicant moved forward with permitting the project but discovered that a platted right-of-way existed that needed to be vacated prior to developing the property. The development plans presented to the Council in December 2016 included this portion of the property, and it was also included in all the documents presented. When the scrivener's error was discovered earlier this year, the applicant applied to the City to vacate the right-of-way. The right-of-way, however, was under the jurisdiction of Lake County. City and County staff agreed that a transfer of right-of-way through an Interlocal Agreement would be the best option to convey the right-of-way. Once transferred to the City, the applicant will apply for a right-of-way vacation and come back before the Council for consideration. This portion of the development was primarily for the landscape buffer surrounding the development. The City approved the Interlocal Agreement on September 19, 2017 and Lake County executed the document on October 10, 2017. The applicant has applied for the vacation of right-of-way and seeks approval to eliminate this right-of-way to prepare the site for development. It is a remaining 15-foot right-of-way of the Lake Highlands Company Plat, recorded in 1917. The right-of-way has existed for 100 years and is still not developed. Staff recommends approval of Ordinance 2017-45 to vacate the existing right-of-way.																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table><tr><td>1.</td><td>Ordinance 2017-45</td><td>Huber 2 ROW ORD 2017-45.doc</td></tr><tr><td>2.</td><td>Huber ROW Map</td><td>Huber Map ROW.pdf</td></tr><tr><td>3.</td><td>Huber Conceptual Site Plan</td><td>HUBER CONCEPTUAL SITE PLAN.pdf</td></tr><tr><td>4.</td><td>Application</td><td>Huber 2 ROW Application.pdf</td></tr><tr><td>5.</td><td>Legal Ad</td><td>Legal Ad.pdf</td></tr></table>			1.	Ordinance 2017-45	Huber 2 ROW ORD 2017-45.doc	2.	Huber ROW Map	Huber Map ROW.pdf	3.	Huber Conceptual Site Plan	HUBER CONCEPTUAL SITE PLAN.pdf	4.	Application	Huber 2 ROW Application.pdf	5.	Legal Ad	Legal Ad.pdf
1.	Ordinance 2017-45	Huber 2 ROW ORD 2017-45.doc															
2.	Huber ROW Map	Huber Map ROW.pdf															
3.	Huber Conceptual Site Plan	HUBER CONCEPTUAL SITE PLAN.pdf															
4.	Application	Huber 2 ROW Application.pdf															
5.	Legal Ad	Legal Ad.pdf															

CITY OF CLERMONT
ORDINANCE No. 2017-45

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

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

Section 1.

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

Section 2.

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

Section 3.

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

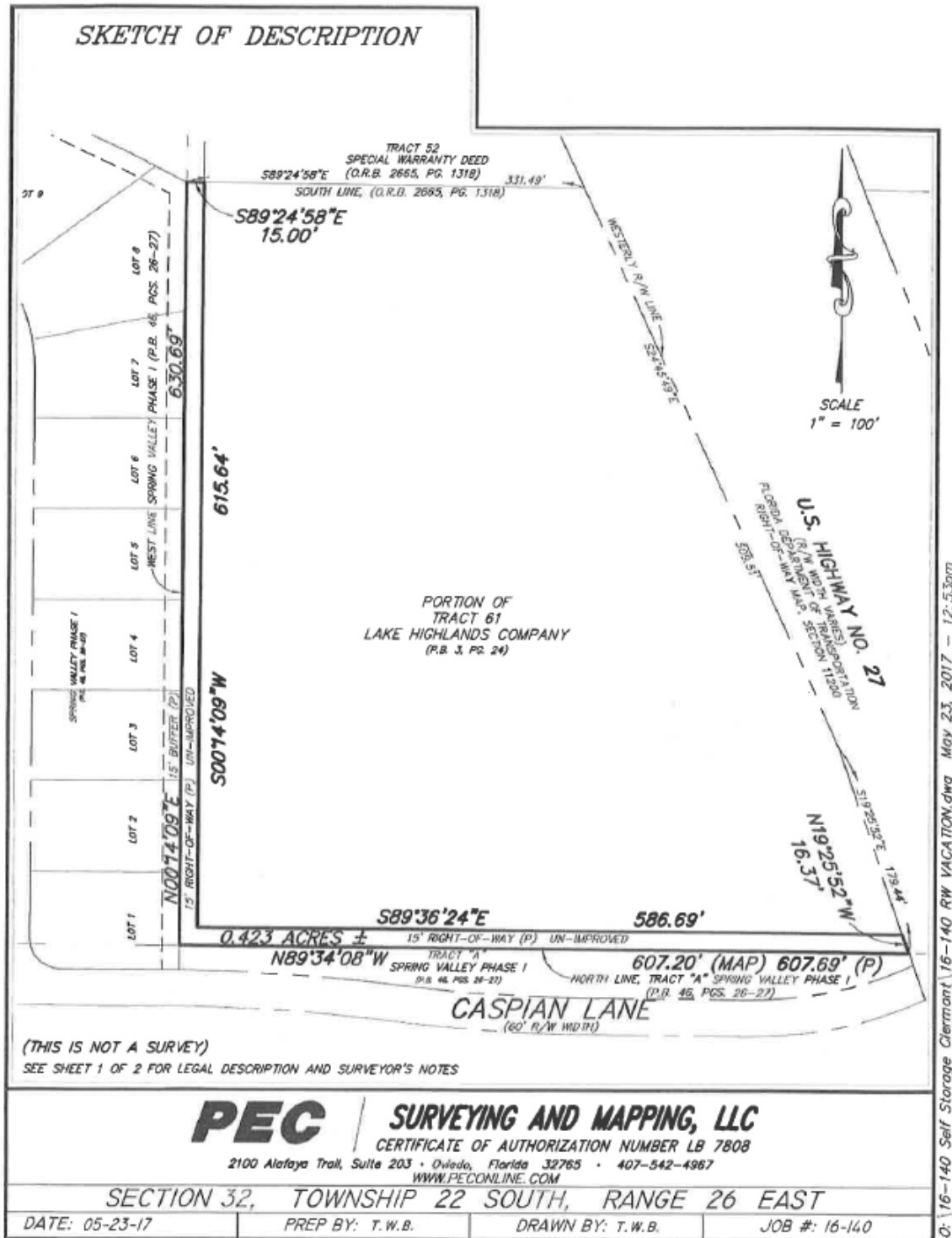
Section 4.

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

Section 5.

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

CITY OF CLERMONT
ORDINANCE No. 2017-45



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

CITY OF CLERMONT
ORDINANCE No. 2017-45

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

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

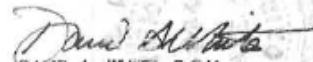
THAT PART OF TRACT 61 LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR ROAD.

SURVEYOR'S NOTES:

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

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION



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

PEC

SURVEYING AND MAPPING, LLC

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

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST

DATE: 05-23-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 16-140

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

CITY OF CLERMONT
ORDINANCE No. 2017-45

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of November, 2017.

Gail L. Ash, Mayor

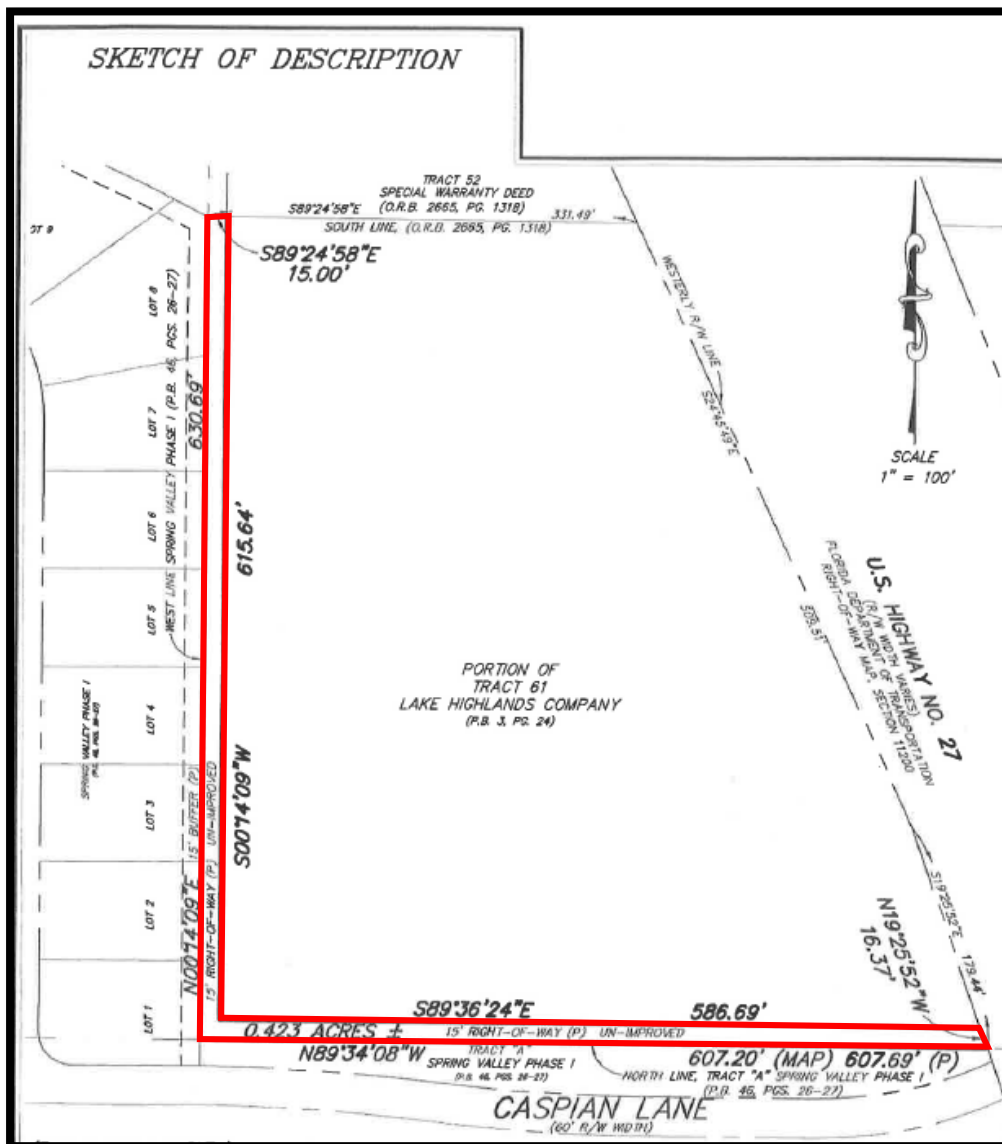
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

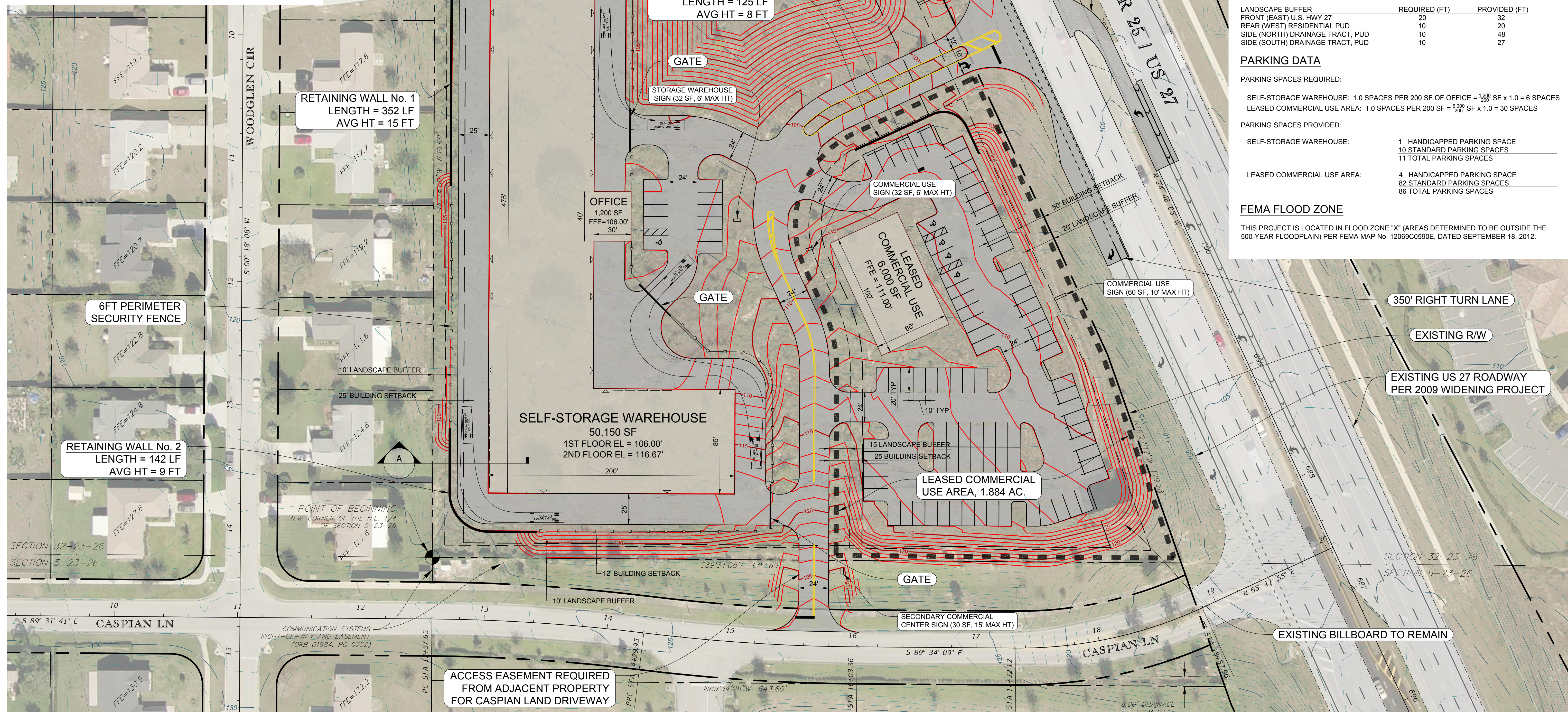
Daniel F. Mantzaris, City Attorney

The Huber Group ROW Vacation Request



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

ESTIMATED POTABLE WATER DEMANDS				
BASED ON APPLYING A RATIO OF 300 GPD POTABLE WATER ERU / 250 GPD WASTEWATER ERU TO WASTEWATER DEMANDS DETERMINED PER FAC 64E-6.008 - SYSTEM SIZE DETERMINATION				
PROPOSED USE	ESTIMATED WASTEWATER AVERAGE DAILY FLOW (GPD)	FACTOR	ESTIMATED POTABLE WATER AVERAGE DAILY FLOW (GPD)	
SELF-STORAGE WAREHOUSE				
SELF-STORAGE OFFICE (1,200 SF)	180	1.20	216	
SELF-STORAGE WAREHOUSE (UP TO 200 UNITS)	200	1.20	240	
SELF-STORAGE WAREHOUSE (OVER 200 UNITS)	258	1.20	310	
SUBTOTAL			766	
LEASED COMMERCIAL USE AREA				
COMMERCIAL USE, (46,000 SF, BASED ON RESTAURANT OPERATING 16 HOURS PER DAY)	9,600	1.20	11,520	
SUBTOTAL			11,520	
GRAND TOTAL			12,286	



SITE DATA	
PARCEL ID:	09-22-26-1400-061-00000
SITE AREA:	6.885 ACRES
EXISTING USE:	VACANT LAND
PROPOSED USE:	SELF-STORAGE WAREHOUSE & LEASED COMMERCIAL USE AREA
EXISTING FLU - LAKE COUNTY:	URBAN LOW DENSITY
PROPOSED FLU - CITY OF CLERMONT:	INDUSTRIAL
EXISTING ZONING - LAKE COUNTY:	PLANNED COMMERCIAL DISTRICT (CP)
PROPOSED ZONING - CITY OF CLERMONT:	GENERAL COMMERCIAL DISTRICT (C-2)
PROPOSED BUILDING AREA:	1,200 SF (SELF-STORAGE OFFICE) 50,150 SF (STORAGE, 1ST FLOOR) 50,150 SF (STORAGE, 2ND FLOOR) <u>±6,000 SF (COMMERCIAL USE)</u> 107,500 SF TOTAL
MAXIMUM ALLOWABLE FLOOR AREA RATIO (FAR):	1.00
PROPOSED FLOOR AREA RATIO (FAR):	0.36
MAXIMUM BUILDING HEIGHT:	55 FT
MAXIMUM IMPERVIOUS SURFACE COVERAGE:	80%
PROPOSED IMPERVIOUS SURFACE COVERAGE:	58%

SETBACKS AND BUFFERS

BUILDING SETBACK	REQUIRED (FT)	PROVIDED (FT)
FRONT (EAST) U.S. HWY 27	50	106
REAR (WEST) RESIDENTIAL USE, PUD	25	45
SIDE (NORTH) DRAINAGE TRACT, PUD	12	103
SIDE (SOUTH) DRAINAGE TRACT, PUD	12	52

LANDSCAPE BUFFER	REQUIRED (FT)	PROVIDED (FT)
FRONT (EAST) U.S. HWY 27	20	32
REAR (WEST) RESIDENTIAL PUD	10	20
SIDE (NORTH) DRAINAGE TRACT, PUD	10	48
SIDE (SOUTH) DRAINAGE TRACT, PUD	10	27

PARKING DATA

PARKING SPACES REQUIRED:

SELF-STORAGE WAREHOUSE: 1.0 SPACES PER 200 SF OF OFFICE = $\frac{1,200}{200}$ SF x 1.0 = 6 SPACES
LEASED COMMERCIAL USE AREA: 1.0 SPACES PER 200 SF = $\frac{3,000}{200}$ SF x 1.0 = 30 SPACES

PARKING SPACES PROVIDED:

SELF-STORAGE WAREHOUSE:	1 HANDICAPPED PARKING SPACE
	10 STANDARD PARKING SPACES
	11 TOTAL PARKING SPACES
LEASED COMMERCIAL USE AREA:	4 HANDICAPPED PARKING SPACE
	82 STANDARD PARKING SPACES
	86 TOTAL PARKING SPACES

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) PER FEMA MAP No. 12069C0590E, DATED SEPTEMBER 18, 2012.



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

DATE: 8/24/17

FEE: \$1000.00
+ cost of advertisement

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

Address: P.O. Box 730

City: Windermere State: FL Zip: 34786

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

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

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

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

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

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

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

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

Donald M. Huber

Petitioner Name (print)

X 
Petitioner Name (signature)

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Denise Noak
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10069161
Phone: (352) 241-7331
Date: 10/10/17
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE The City Council of the City of Clermont will consider the enac	10/30/2017	10/30/2017	\$112.85

LEGAL NOTICE

City Clerk

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, November 14, 2017 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

Ad No: 10069161
October 30, 2017

ORDINANCE NO. 2017- 45

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

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

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

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$112.85
Tax	\$0.00
Sub Total	\$112.85
Prepaid Amount	\$0.00
Balance Due	\$112.85