



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, April 14, 2020**

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

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 - Council Meeting Minutes

Consider approval of Regular Council Meetings of February 25, 2020 and March 10, 2020 and Special Meetings of February 25, 2020 and March 17, 2020.

Item No. 2 - Surplus Request

Consider declaring end of life inventory as surplus from Police, Environmental Services and City Clerk and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Plat Approval

Consider plat approval of commercial subdivision at Shoppes at Hammock Ridge Crossings phase 2.

Item No. 4 - Plat Approval

Consider plat approval of Governors Lake Commerce Center for a Commercial Subdivision consisting of 13 lots.

Item No. 5 - Piggyback Purchase

Consider request to piggyback the Florida Sheriff's Association contract with Ring Power to purchase three (3) C7.1 Diesel Generators in the budgeted amount of \$349,993.83.

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| Item No. 6 - Piggyback Contract | Consider request to piggyback the Lake County contract with Deiger Service Corporation dba Superior Fire of Florida to provide inspection and maintenance of fire extinguishers in the estimated annual budgeted amount of \$50,000. |
| Item No. 7 - MOU Agreement
<i>Police Department Mutual Aid</i> | Consider agreement to extend and receive mutual aid with Groveland Police Department. |
| Item No. 8 - MOU Agreement and Budget Amendment
<i>Police Department Wages</i> | Consider the agreement for pay increases is in addition to Article 31 Wages of the current collective bargaining agreement between the city and the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014. |
| Item No. 9 - Event and Road Closure Request | Consider the Mega Food Truck Event, to be held in Downtown Clermont, with road closures June 20, 2020 from 2:00 PM to 11:00 PM. |
| Item No. 10 - Event and Road Closure Request | Consider event and road closures request for the Clermont Downtown Partnership to host their annual "Harvest Festival" on October 31, 2020. |
| Item No. 11 - Event and Road Closure Request | Consider event and road closures request for the Clermont Downtown Partnership to host the "Candy Cane Lane Craft and Gift Show" on November 14, 2020. |
| Item No. 12 - Event and Road Closure Request | Consider Clermont Downtown Partnership road closure request for the First Friday Food Truck Events. |
| Item No. 13 - Resolution No. 2020-10R
<i>Amending FY 2020 Budget</i> | Consider Resolution to amend the Fiscal Year 2020 Budget. |

UNFINISHED BUSINESS

- | | |
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| Item No. 14 - Ordinance No. 2019-14 <i>Final
Wise Annexation
Table to August 11, 2020</i> | Consider annexation of 13 acres located west of the CR 455 and Good Hearth Blvd. intersection. |
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CITY OF CLERMONT
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Item No. 15 - Ordinance No. 2019-15 *Final*
Wise Large-Scale Comprehensive Plan Amendment
Table to August 11, 2020

Consider future land use change of 13 acres located west of CR 455 and Good Hearth Boulevard from Lake County Urban Low Density to City's Commercial future land use.

Item No. 16 - Ordinance No. 2019-16 *Final*
Wise PUD Rezoning
Table to August 11, 2020

Consider rezoning 13+/- acres to Planned Unit Development for mixed-use consisting of 96 multi-family units and 96,000 square feet of commercial/office use on a parcel west of CR 455/Hartle Road and Good Hearth Boulevard intersection.

NEW BUSINESS

Item No. 17 - Resolution No. 2020-14R
Authorizing Use of Communication Media Technology

Consider Resolution in response to the State Emergency Declarations that allow local government to utilize Communication Media Technology (CMT) in order to ensure continuity of operations.

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Pursuant to Executive Order 20-52 of the State of Florida, and the City Code of the City of Clermont, Florida, a Semi-Virtual meeting of the Clermont City Council, and its boards and committees may be held and simulcast from Clermont City Hall. The purpose of a semi-virtual meeting is to convene in order to ensure the continuity of government, the delivery of essential services, protecting the interests of property owners and preserving the public health, welfare and safety. Meetings shall be hosted from the City Council Chambers at Clermont City Hall 685 W. Montrose Street, Clermont, FL 34711.

Please note that Governor DeSantis' Executive Order 20-69 suspended the requirement of a quorum to be present in person or requires a local government body to meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

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Meetings will be broadcasted live via Zoom conferencing and the City's YouTube Channel: <https://www.youtube.com/channel/UCoRJ3ToTTjZw4AxMoMfX-og>

The public shall have the following communication avenues to address the City Council or the Board as may be permitted by law:

1. The public or applicant may address the council or board in person via a live video conference feed available at 685 W. Montrose Street, Clermont, FL 34711 where City will provide and operate technology to facilitate dialog. The location shall be established according to the Center for Disease Control guidelines and other reasonable precautions shall be implemented, maintained and monitored by the City.
2. The public or applicant may send a comment or statement to be read at the Council or Board meeting at the appropriate time. All emails must be received prior to the published start time of the applicable meeting. The email address shall be: cityclerk@clermontfl.org
3. The public or applicant may mail or deliver to City Hall on or before 2 p.m. EST of the day of the meeting to which the statement applies. The written statement shall be read at the Council or Board meeting at the appropriate time.

Please visit www.clermontfl.gov for detailed instructions on how to access the virtual stream and provide public comment using any of the previously mentioned options. Meeting agendas are available on the city website and will be posted on the exterior doors of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
March 17, 2020

The City Council met in a special meeting on Tuesday, March 17, 2020 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 4:00pm with the following Council Members present: Travis, Bates, and Purvis. The following Council Members were absent: Council Member Brishke.

Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

NEW BUSINESS

Item No. 1- Resolution No. 2020-11R

Declaration of Local Emergency

**A RESOLUTION OF THE CITY OF CLERMONT CITY COUNCIL RELATING TO
THE DECLARATION OF A LOCAL EMERGENCY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

City Clerk Howe read the resolution into the record in its entirety.

Mayor Ash stated for the record that in section A of the resolution, the City Clerk had read “public health” when it should have been read “public work”.

City Manager Gray updated the Council by informing them that the City Council meeting scheduled for March 24, 2020 is still planned at this time. He told the Council that this may change as things are being planned hour by hour.

At this time, there are no new cases in Lake County other than the one (1) that was reported yesterday. He also informed them that the Planning & Zoning Board meeting scheduled for April 7, 2020 has been cancelled and no new applications that require quasi-judicial hearings will be scheduled through the end of March.

City Manager Gray continued that all city buildings will be closed to the public as will select parks beginning Wednesday, March 18 until March 30. He also provided an update on new CDC recommendations which states that groups of ten (10) or more people should be avoided. In response, the City will be cancelling all events for the next eight (8) weeks or May 11, 2020.

The selected parks that will be closed are: Bishop, Hancock, Lake Hiawatha Preserve, McKinny, Palatlahaha, and West Park. The length of closure for these parks will depend on the length of the Covid-19 pandemic.

City Manager Gray continued that city services will continue and that the city is still open for business remotely through online and telephone connections. Notices will be posted on city facility doors, the city website and on various social media platforms for how the public can contact the city. This is hopefully only planned through March 27, 2020.

Regarding city employees, city administration has implemented a plan to have as many, with hopefully all, city employees able to work remotely by the end of the week or at the latest March 30, 2020. This may change due to the disease. The city is asking all employees to stay home and only go out in public, if necessary.

The Kehlror Recreation Center has been identified as a quarantine center if needed. Chief Ezell of the Fire Department is leading the emergency response to the pandemic. He explained that the quarantine building is for city employees who may become infected with the virus.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
March 17, 2020

City Manager Gray informed the Council that Lake County declared a state of emergency yesterday and all libraries were closed. The County Tax Collector will also close its buildings, but services will continue online.

Lake County schools stated that they will offer breakfasts and lunches for students through March 27, 2020.

At the state level, Governor DeSantis issued an order that will close all bars and clubs in the state starting at 5:00 pm today. He has asked restaurants to stagger seating and allow no more than 50% capacity at any given time. He also encouraged universities to finish off the academic year remotely. The Governor has elected to allow local agencies to determine the status of their beaches. City Manager Gray informed the Council that due to the algae bloom the City's beaches remain closed.

The City has been in close contact with state and federal authorities and will continue to provide updates via email.

City Manager Gray commended IT Director Dennis and the whole IT department for their hard work in getting the city working remotely in a short time frame.

Council Member Purvis asked for clarification on the utilization of volunteer hours language in the resolution. Attorney Mantzaris stated that the language comes from the statute that authorizes local public agencies to declare states of emergency.

Council Member Purvis asked about employees who do not have available hours. City Manager Gray stated that they are not penalizing any employee. The only employees who will have to use leave hours are those that want to stay home and do not want to work remotely. Council Member Purvis stated he has been contacted by Clermont First Responders who are concerned about Pre-K care beginning next week.

City Manager Gray assured the Council that city administration will figure something out. If a first responder needs to work, the city will have a place for their kids.

Council Member Purvis asked if water utility payments will still be accepted. City Manager Gray responded that Utility Billing will still be staffed and they will be checking the outside drop drawer regularly. He also informed the Council that the City will not be cutting off any ones water during the crisis period due to non-payment. He stated that for those customers who pay cash, they will have to wait until the city facilities reopen.

Council Member Purvis asked about the expiration date of the declaration. Attorney Mantzaris stated that there is an expiration of seven (7) days after which the City Manager has the authority to extend the declaration without having the have the Council reconvene. He assured the Council that the declaration is legally sufficient.

City Manager Gray stated that City Clerk Howe will remind him when the seven (7) days are up.

City Manager Gray reminded the Council that there are potential funds to help offset costs related to Covid-19, but the city is only eligible with a declaration which is primary reason for the declaration.

Council Member Travis asked Chief Broadway and Chief Ezell to make sure that they instruct their people to come to them before coming to a City Council Member because they can take care of a situation probably faster than a council member.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
March 17, 2020

City Manager Gray asked the Council that if a city employee approaches them with an issue to redirect them back to their department director.

Council Member Purvis clarified that he heard it third hand; not directly from an employee.

Mayor Ash opened the floor for comments from the public; seeing no public come forth, the floor was again closed.

MOTION TO APPROVE the declaration of local emergency in Resolution 2020-11R made by Council Member Bates. Seconded by Council Member Travis. Passed unanimously with all members present voicing aye (4-0).

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
March 17, 2020

ADJOURN: With no further comments, this meeting adjourned at 4:18 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
FEBRUARY 25, 2020

The City Council met in a special meeting on Tuesday, February 25, 2020 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:00pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Purvis.

Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

NEW BUSINESS

Item No. 1 – Closed Litigation Sessions

Mayor Ash stated that the closed session was to be in regards to pending litigation between the City and Steven Sprinkles. The meeting was being called in response to a request from the City Attorney. Those present in the session will be the City Council, the City Manager, the City Attorney and the City's Litigation Counsel.

A court reporter will be present in the closed session and a transcript will be made available after conclusion of the litigation. The meeting will last approximately thirty (30) minutes, and the regular meeting of the City Council shall take place thereafter.

Mayor Ash, with the consent of the Council, took the meeting into closed session.

Upon returning from closed session, Mayor Ash, with the consent of the Council, adjourned the special meeting of the City Council.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
FEBRUARY 25, 2020

ADJOURN: With no further comments, this meeting adjourned at 6:34 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 25, 2020

The City Council met in a regular meeting on Tuesday, February 25, 2020 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:35pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Purvis.

Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Pastor Chris Tabone of First United Methodist Church followed by the Pledge of Allegiance.

PRESENTATIONS

City Manager Gray presented retiring Deputy City Manager James Kinzler with a plaque in recognition of 25 years of service. He proceeded to give a brief history of Mr. Kinzler's tenure with the city.

Mr. Kinzler thanked the City of Clermont, City Council and City Manager Gray. He stated that he has been blessed to grow with the city over the last 25 years and has seen the city change dramatically over the years.

City Manager Gray introduced Ron Hart of the Lake County Water Authority (LCWA) to discuss the Algal Blooms in the area. He congratulated Mr. Hart on recently becoming the Executive Director of the agency.

Mr. Hart thanked the City Council for inviting him to speak and spoke to the great relationship between Clermont and the LCWA. Mr. Hart presented using a PowerPoint presentation. He stated that not only are the blooms becoming more frequent, they are also becoming more intense. The lake is completely changed from what long-term residents will remember from their childhoods. He stated that nutrient loading is causing the issues.

Mr. Hart continued that it is not safe for anyone to have contact with that water, nor to even come near the water when it reaches this condition. He stated that the Clermont chain is currently worse than Lake Apopka which is a complete difference in a historical comparison.

After conducting tests, they have determined that the blue-green bacteria in the lake is dolichospemum and microcystin which are more buoyant species. These species are able to produce a number of toxins. He gave the scientific names for two (2) of the common toxins the bacteria produces. Both toxins will cause liver and nervous system damage.

With the possible health risks, it's important that humans avoid contact with the water. Mr. Hart also strongly suggested that residents keep their pets away from the water.

Going forward they will be working with a consultant to conduct testing to identify where the nutrients are entering the water system. Other Lake Minneola future projects include innovative algal treatment and future joint storm water projects.

Mayor Ash asked how fast LCWA was moving to address the issue.

Council Member Travis asked if Mr. Hart was recommending cancelling the triathlon that is scheduled for March 14. Mr. Hart responded that he does not recommend cancelling at this time, but each day is different. Right now the level of toxins are below the state threshold for prohibiting human contact.

Council Member Travis stated that residents had been reporting rashes and hay fever after coming in contact with the water. Mr. Hart stated that those reactions could be related to the algal blooms, but stated that there is also a lot of pollen in the water right now, and residents could be reacting to that too.

City of Clermont
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REGULAR COUNCIL MEETING
February 25, 2020

City Manager Gray stated that city staff has signage along the waterfront that warns the public to be aware. He continued that there are two (2) ways to get into the lake; the boat ramp and the beach area. The city has 2.5 miles on Lake Minneola, but a lot of the lake is in unincorporated Lake County and in the City of Minneola. He informed the Council that the whole purpose of Victory Pointe is to treat the storm water before it enters the lake. The city's storm water system is better than most cities because Clermont has worked with LCWA and has received grants. He concluded by saying there is still work to be done, but to keep in mind that Clermont does not have jurisdiction over Lake Minneola.

City Manager Gray stated that staff will put additional signage when they see anything.

Council Member Bates asked Mr. Hart if they get immediate results when testing water in the lake or if they have to send it to a lab. Mr. Hart stated they do send the results to a lab and it can take a week to get results back. Council Member Bates was concerned about lead time if they needed to cancel the triathlon. City Manager Gray responded that staff had already made contact with Fred Sommers who runs the event.

PUBLIC COMMENTS

Mayor Ash opened the floor for comments from the public for items not included on the agenda; seeing none, the floor was closed.

REPORTS

CITY MANAGER

City Manager Gray reported Jerry Miller with Duke Energy passed away last week. He expressed sadness on behalf of the city and stated that Mr. Miller was a great partner and advocate for Clermont regarding anything related to Duke Energy or Florida Power.

City Manager Gray informed the Council there will be a workshop held on March 17 at 6:30pm.

City Manager Gray thanked those who attended the Groveland Four Memorial ceremony in Tavares. He thanked Council Members Bates and Purvis for attending on behalf of the city. It was a moving ceremony and the right thing to do.

City Manager Gray made one change to the agenda. He asked that Consent Item No. 6 be taken up after Agenda Item No. 17 under New Business.

CITY ATTORNEY

City Attorney Mantzaris had no report.

CITY COUNCIL

Council Member Bates

- No report

Council Member Purvis

- Stated that the Groveland Four Memorial event was a moving event held at Lake County. He stated that the four families of the victims were present, and he was moved by the statement that of the two to three generations present, not one member of any family had run afoul of the law in 70 years.
- Stated that he thanks Mr. Kinzler for wheeled garbage containers.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 25, 2020

Council Member Brishke

- Stated that on Saturday, February 15th she attended the South Lake Black Achievers Gala which honored Clermont Police Chief Broadway.
- Stated that she attended a Thursday, February 20th meeting on homelessness. Lake County is proposing a county-wide homelessness mitigation plan to facilitate a community wide conversation on how to address homelessness. This topic will be discussed at the March workshop.
- Stated that she had attended the Chamber's 25th annual ambassador's breakfast. The theme was your favorite decade. The Clermont Police Department took the first place for table decorating with a 1980s theme.

Council Member Travis

- Congratulated Chief Broadway and all who were honored at the Gala.
- Stated that she attended her first Lake Apopka Natural Gas (LANG) meeting. She announced that LANG is working with Carmax for bringing in gas lines.
- Stated that she will be attending a conference for LANG in Chicago, IL.

Mayor Ash

- Stated that on Saturday, February 15 she held coffee with the Mayor on Montrose Street. There was a group of twenty (20) residents which attended.
- Stated she also attended the Black Achievers Gala and congratulated Chief Broadway who was recognized for his outstanding achievements including instituting many programs to connect residents with the Police Department. Officer Colon also received accolades at the Gala. Stated that both have gone above and beyond to improve relations with the community.
- Stated she attended the South Lake Homeless Task Force meeting on February 20. She is encouraged that everyone is finally aware and that steps are being taken to address the issue. Right now the emphasis is on affordable workforce housing.

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 come forward at this time.

City Manager Gray clarified for the public that this section of the agenda addresses Item Numbers 1-13, excluding No. 6.

Seeing no public come forward, Mayor Ash closed the floor and asked if City Staff or council members had objections to any items.

Item No. 1 – Meeting Minutes

Consider approval of January 28, 2020 City Council meeting minutes

Item No. 2 – Surplus Request

Consider declaring end of life inventory as surplus from Fire, City Manager, Environmental Services, and Public Works and dispose of in accordance with the Purchasing Policy.

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Item No. 3 – Cost Share Approval & Budget Request

Consider Cost Share Pricing for the Artwalk Project Construction, a Public/Private Partnership with the Artwalk District LLC and budget amendment to the CRA fund in the amount of \$340,000

Item No. 4 – Interlocal Agreement

Consider agreement between the City of Clermont, City of Groveland, City of Minneola and Utilities Inc. of Florida for water resource alternatives.

Item No. 5 – Piggyback Contract

Consider request to piggyback the City of Casselberry contract with Granite Inliner, LLC. to provide sanitary sewer, manhole, and gravity mains lining in the estimated annual budgeted amount of \$400,000.

Item No. 6 – Event Request

Consider allowing Easy Events Group Inc. to host "South Lake Fair Easter Celebration" two-day event at Waterfront Park on April 11 12.

This item was removed from the consent agenda to be discussed under New Business after Item No. 17.

Item No. 7 – Special Event Request

Consider granting 10 openair events with a temporary structure for 2020 at the Stormy Hill Harley-Davidson located at 2480 S. Highway 27.

Item No. 8 – Event & Open Container Request

Consider allowing Central Florida Dreamplex to host "Illuminate for Inclusion" event at Victory Pointe with open container allowance.

Item No. 9 – Event & Open Container Request

Consider allowing open containers in the requested area for the City of Clermont's 4th of July event at Waterfront Park.

Item No. 10 – Event & Road Closure Request

Consider request by FloDash Events for the "Freedom 5K" in Downtown Clermont on July 4, 2020.

Item No. 11 – Resolution No. 2020-08R

Consider an agreement between the City of Clermont and Lake County Rowing Association, Inc., for the management of the Clermont Boat House.

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Item No. 12 – Resolution No. 2020-09R

Consider Consent Order and Temporary Use Agreement between the City and The Department of Environmental Protection and Board of Trustees of Internal Improvement Trust Fund of The State of Florida for the installation of a rowing course on Lake Minneola

Item No. 13 – Professional Consultant Services Contract

Consider agreement with Kinz Consulting, LLC to provide general consulting services pertaining to Water, Wastewater, Reclaimed, Stormwater and Master Plan areas in the budgeted amount of \$75,000.

MOTION TO APPROVE the consent agenda items no. 1-5 and 7-13 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

The next three agenda items were discussed concurrently, but voted on separately.

City Manager Gray informed the Council that Item Nos. 14, 15, and 16 were related and would be presented together. Ordinance No. 2020-09, No. 2020-10 and Resolution No. 2020-01R were read into the record by City Clerk Howe by title only.

Planning Manager Kruse presented the three items and informed the Council that though the items were being heard concurrently, they will be voted on separately. Mr. Kruse explained that the applicant is seeking a change to future land use to reflect the proposed use of professional services. He also informed the Council that the Planning & Zoning Board recommended approval (4-1) of Ordinance No. 2020-09.

Mr. Kruse explained to the Council that the applicant was seeking a change from R2 Zoning to R3 Zoning in order to provide professional services. He informed them that this area of the city has transitioned from single-family residential to light commercial and professional services. The property to the south is currently zoned as R3. The Planning & Zoning Board recommended approval (4-1) of Ordinance No. 2020-10.

Mr. Kruse stated that the applicant is requesting a Conditional Use Permit for the site. Section 122.184 of the city code allows for professional office use within a R3 district with the granting of a conditional use permit. The building will be required to conform to all land development regulations including landscape buffers and onsite parking. The Planning & Zoning Board recommended approval (4-1) of Resolution No. 2020-01R.

Mr. Kruse informed the Council that staff is recommending the approval of all three (3) items and concluded the staff presentation.

Mayor Ash asked if the applicant wished to address to the Council.

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Christopher Germana, Germana Engineering, 1120 West Minneloa Ave. – Applicant’s Representative – Informed the Council that the planned use of the site was for an insurance business which would generate a low volume of traffic. As part of their planned site improvements they will remove the existing carport, fix broken concrete, and reduce the impervious coverage.

Mayor Ash opened the floor for public comments on Items No. 14, 15, and 16. Seeing no public come forth, the floor was close.

Mayor Ash asked if there were any questions from the Council.

Council Member Purvis inquired as to the location of the trash dumpster. Mr. Germana stated that they are no proposing a dumpster for the site. City Manager Gray informed the Council that the proposed use does not require it.

Item No. 14 – Ordinance No. 2020-09 – *FINAL* (Bloxam Street Office FLU)

AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE 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.

MOTION TO APPROVE for adoption Ordinance No. 2020-09 made by Council Member Travis. Seconded by Council Member Bates. Passed unanimously (5-0) on roll call vote with each member voicing aye.

Item No. 15 – Ordinance No. 2020-10 – *FINAL* (Bloxam Street Office Zoning)

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND PUBLICATION.

MOTION TO APPROVE for adoption Ordinance No. 2020-10 made by Council Member Bates. Seconded by Council Member Purvis. Motion passed unanimously (5-0) on roll call vote with each member voicing aye.

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NEW BUSINESS

Item No. 16 – Resolution No. 2020-01R (Bloxam Street Office CUP)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PROFESSIONAL OFFICE USE IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT.

MOTION TO APPROVE and adopt Resolution No. 2020-01R made by Council Member Bates. Seconded by Council Member Brishke. Motion passed unanimously (5-0) with all members present voicing aye.

Item No. 17 – Variance Request (Poston, 210 2nd Street)

Development Services Director Henschel presented the agenda item and gave a brief history of the site. He explained that the variance request is for a side street setback. The property and former structure in question was previously under code enforcement action and had involvements with the police department. The case moved its way through appropriate legal channels and the unsafe structure was ultimately removed. The property was sold in 2019, who is requesting the variance. The new owner is requesting to build a single-family home on the property.

Director Henschel explained that the request is for an encroachment of 9ft into the 25ft setback requirement in this zoning district. Director Henschel concluded stating that staff believes the request meets the requirements of a variance requests and recommends approval by the City Council.

Mayor Ash asked if the property owner was present and would like to address the Council.

Alex Poston, 210 2nd Street, Clermont. – Applicant – Mr. Poston stated that he and his wife are big supporters of the downtown and when they moved to Clermont, they knew they wanted to be near the historic downtown. At the time only one lot was available, and they bought it. Mr. Poston thanked Director Henschel for a thorough presentation.

Mayor Ash opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Mayor Ash asked if the Council had any questions or comments. Council Member Travis stated she was excited to see a single-family home go into the location, and that the site was an eyesore for many years before the city demoed the structure.

MOTION TO APPROVE the variance request an encroachment of 9ft into the 25 ft setback for a home to be located at 210 2nd Street made by Council Member Bates. Seconded by Council Member Travis. Motion passed unanimously with all members present voicing aye.

As requested by the City Manager, Consent Item No. 6 was heard at this time for further discussion.

Consent Item No. 6 - Event Request

City Manager Gray introduced the item to the City Council explaining that any event with more than 500 planned attendees has to have Council approval. Due to an event that happened the previous weekend that

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had severe complications with the rules, he wanted to take this opportunity to discuss with the City Council. He asked Parks & Recreation Director Scott Davidoff to review the process for large events.

Director Davidoff reviewed the special event process. The process requires a review by all departments with the applicant.

The event before them for approval is being produced by Easy Events Group and will be a charity event. They have done numerous events throughout the state and country. The event is proposed for April 11 – 12 from noon to 10pm.

Director Davidoff introduced Richard Garvie as the representative of Easy Event Group to further explain the event.

Mr. Garvie explained the purpose of the event is to replace the “Pig on the Pond” event that was cancelled in order to help out the non-profit organizations that rely on the fundraising done at the event. Mr. Garvie stated that they would have preferred to not have the even on Easter Weekend, but after speaking with Parks & Recreation staff, there wasn’t any other availability. He further explained that the Clermont Kiwanis Club would collect and distribute the funds to the local non-profit groups in need.

Mr. Garvie stated that he wanted to address the point about following rules and regulations that was raised by the City Manager. He stated that his firm has a history of successful events and strong relationships with local police departments. He assured the Council that he will work with city staff to make sure the event goes off without a hitch.

Director Davidoff stated the Police Department has recommended that five (5) officers be present for the event. City Manager Gray clarified that the event would have to hire the officer’s off-duty. He informed the Council that unlike “Pig on the Pond” where the city is a big sponsor, this would be a private event which will have to pay the fees and comply with everything else that is required.

City Manager Gray stated that the intent of Victory Pointe is to move events more to that area and away from Waterfront Park. He stated the current event under consideration is anticipating 2,500 people per day.

Mr. Garvie informed the Council that the attendance figures they submitted are ambitious.

Mayor Ash opened the floor for comments from the public.

Bryan Strawser. 235 2nd Street, Clermont. – Mr. Strawser informed the Council that he lives up the street from Waterfront Park, and is concerned about the traffic in the area on event days and into the evening hours. As a resident of the area with children, the traffic is very stressful. He does not want to discourage any events from the area though as that is why they bought so close to park.

Mayor Ash stated that she agrees with Mr. Strawser and asked City Manager Gray if there is anything the City can do to address the parking issues, especially with the parking available at the boat ramp.

City Manager Gray stated that the boat ramp parking is only available if the event pays for its use. He expressed apologies to Mr. Garvie on the timing as their event is getting the scrutiny for the other event’s mistakes. City Manager Gray told the Council that for the other event the City purposely kept boat ramp area open and this other event overran the boat ramp area and they did not pay for it.

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Mayor Ash asked if the City is giving the boat ramp parking area to events as an option. City Manager Gray stated that only upon request and approval of the City Council can an event use the boat ramp area for parking. The City gave over 40 parking citations at the boat ramp during that other event. The group that held that event will no longer be invited to return.

Mr. Garvie informed the Council that to help with crowd control they have extended the hours of the event. This event will be targeted at schools and families and there will be no alcohol.

Mayor Ash asked if there were any further comments from the public; seeing none the floor was closed and Mayor Ash opened the floor to the Council Members.

Council Member Brishke asked if Mr. Garvie had done an event like this before. Mr. Garvie responded that this is a first year event to try to allow groups that lost funding from cancellation of “Pig on the Pond” to raise dollars.

Council Member Brishke asked why they are having cleanup end at midnight on Easter. She felt that ending at that time was late for a Sunday. Mr. Garvie stated that they invest in a lot of trash cans to prevent littering on the event site, and they want to make sure that the entire site is walked and cleaned up prior to their departure. If the event is successful, he would like to make it an annual tradition, preferably around Thanksgiving.

Council Member Travis asked why the City is still having events at Waterfront Park. The City needs to start using Victory Pointe. She would prefer that this group tone down their attendance expectations and bring the event to Victory Pointe.

Mr. Garvie stated that he is open to scaling it back. He wants to make sure to minimize the disruption to locals, and they will not be using boat ramp for parking.

Council Member Travis restated that she believes the City needs to start getting events to Victory Pointe as was planned to enhance downtown and utilize parking the City is paying for.

Council Member Purvis stated the other event last weekend was a debacle. He is in favor of Mr. Garvie’s event, and suggested the city donate two (2) additional police officers since their will replicate some of community service funds that were lost when “Pig on the Pond” was cancelled.

Mayor Ash and Council Member Travis were opposed to the suggestion.

City Manager Gray stated that the City has zone officers and so the police will be in that area as part of their regular duty. Council Member Purvis stated that if the zone officers are available that would satisfy his request.

City Manager Gray recommended to the Council that this will be the last large scale event to be approved at Waterfront Park until the Council has a discussion regarding events. City Manager Gray agreed with the Council that events should be at Victory Pointe and that he and Director Davidoff will be coming to them with a proposal to expand Victory Pointe in the coming months. City Manager Gray stated that its time to implement the plan to move events away from Waterfront Park and to Victory Pointe, or to tell planners that the City does not have a venue to accommodate them.

Mayor Ash asked the City Manager what was being voted on under this agenda item. City Manager Gray responded that it was for the event permit for Mr. Garvie for Waterfront Park. He apologized to the Council

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and stated that Mr. Garvie's request brought up several other issues. Mayor Ash stated that it is not fair that the Council is hitting Mr. Garvie with the all the problems the City is having with events.

Council Member Purvis agreed with the Mayor, but stated he still has issue with the 10:00 pm closing time. Council Member Bates agreed with Council Member Purvis.

Council Member Brishke felt that the cap should be 6:00 pm closing time. She stated that "Pig on the Pond" ends Sundays at 6:00 pm. She also stated that she can deal with one (1) more event at Waterfront Park.

Council Member Purvis stated that he would support 8:00 pm.

Mr. Garvie informed the Council that he would prefer to not be restricted as this is a family event. He was concerned that if the time was more limited it would prevent him from flattening the bell curve of when attendance would peak.

Mayor Ash asked staff if the city has any other events that go until 10:00 pm. Director Davidoff stated that the city does, but not typically on a Sunday; on Sunday's most events are over by 6:00 pm with cleanup going until 8:00 or 9:00 pm.

MOTION TO APPROVE the event application with the condition that the Sunday event end at 6:00 PM made by Council Member Brishke. Motion dies for lack of a second.

Mayor Ash stated that she believes that people will not be at the event on Easter evening. She feels the vendors will drive the closure with no customers being present. She agrees that it should be less than 10:00 pm., but feels that it should be 8:00pm.

Mr. Garvie informed the Council that they had originally hoped for a Friday-Saturday event, but the Friday evening was already reserved by another group.

Council Member Purvis asked if the applicant was willing to negotiate on the time on Sunday. Mr. Garvie stated that he would be ok with 8:00 pm if that was what the Council was requiring for an approval.

MOTION TO APPROVE the event application with the condition that the closing time on Sunday be changed from 10:00 PM to 8:00 PM. **Seconded by Council Member Bates. Motion passed 3-2 with Council Members Brishke and Travis opposing.**

Item No. 18 – Lien Reduction Request (650 Anderson Street)

Development Services Director Henschel presented the lien reduction request and gave a brief history of the property. The property was acquired by Bank of New York Mellon for \$106,000 in October 2019. As the new owner, the bank is now asking for a reduction in the lien in order to sell the property which is now in compliance of the Code Enforcement Violation as of January 7, 2020. The lien amount is totaled at \$202,000.

Mayor Ash asked the applicant to approach the podium.

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Unknown Name. Unknown Address. – Applicant’s Representative – Stated that the owner is trying to sell the property, and believe they are due a reduction since they were not the owner of the property when the violations occurred.

Mayor Ash opened the floor for comments from the public; seeing none, the floor was closed from further comment. Mayor Ash opened the floor for comments from the Council.

Council Member Bates asked if there was a lien on the property when the property was sold to the Bank of New York Mellon. The applicant’s representative responded yes.

Attorney Mantzaris informed the Council that there was a lien on the property and at some point there was a foreclosure. The lien was never satisfied and remained, so the current owner acquired the property with the lien in place. Council Member Brishke stated that it sounds like someone did not do their job. Council Member Travis stated that this is a classic case of “buyer beware”.

Council Member Purvis stated that he finds it hard to believe that the bank was unaware of the lien at time of purchase.

Council Member Brishke asked the applicant what they were asking of the council. The applicant stated that they are asking for a lien reduction of full \$202,000.

Mayor Ash stated that the applicant is not asking for a lien reduction, they are asking for a lien elimination.

The Council consensus was that they would not eliminate the lien in full. Mayor Ash asked the applicant’s representative how much they wanted off now knowing that it would not be eliminated in full. The applicant’s representative responded that they are seeking something reasonable that would allow the current owner to sell the property.

Council Member Purvis stated he believes the bank should have paid the lien to begin with before the property was bought. He then asked staff how much money the city has into the property.

City Manager Gray stated that the amount is probably less than \$5,000. Director Henschel agreed with that figure. The applicant’s representative stated that \$5,000 was a reasonable amount.

Mayor Ash felt it was unreasonable to take a \$202,000 lien down to \$5,000 adding that the Council has not reduced liens that much before. Mayor Ash asked City Manager Gray the usual process to reduce a lien. City Manager Gray responded that there is no set formula.

City Manager Gray clarified to the Council that the reason the \$5,000 figure was given was it was asked how much the City had into the property for enforcement action. The figure is not a recommendation for reduction.

Attorney Mantzaris asked the applicants representative what the asking price of the home was since she mentioned that there is a closing scheduled for the upcoming Friday. The applicant’s representative stated the asking price was \$165,000.

Mayor Ash asked if the Council reduces the lien with the sale price remain the same. The applicant’s representative stated the sale price will not be changed.

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Council Member Purvis stated that he feels that the City has been ignored and that is why it has risen to the level it has. He says the Council has stood their ground in the past with similar cases, and he believes this is another opportunity to do so.

Attorney Mantzaris informed the Council that this property was abandoned and was part of an extended foreclosure proceeding. He stated this to explain to the Council how the amount had risen so high.

Council Member Brishke stated that she was fine with reducing the amount to 10% or \$20,200. Council Member Purvis stated he would like to see that figure doubled or even \$50,000 considering the total amount involved.

MOTION TO REDUCE the lien on 650 Anderson Street from \$202,000 to \$50,000 payable within thirty (30) days otherwise auto-reverts back to full amount made by Council Member Bates. Seconded by Council Member Travis. Motion passed 4-1 with Mayor Ash opposing.

Item No. 19 – Board Appointment (Fire Fighters Pension Board)

City Manager Gray introduced the agenda item and informed the Council that they have had two (2) applications for a vacant position on the Fire Fighters Pension Board. Ms. Judy Proli has requested reappointment to the board after finishing a vacated term. The City Manager's Office was also contacted by Michelle Pines showing interest in appointment to the board.

City Manager Gray continued that he was contacted by Ms. Pines and was informed that she would be unable to make it to the meeting, but supplied a letter that was read into record by City Manager Gray.

Mayor Ash asked Ms. Judy Proli to approach the podium.

Judy Proli. 1020 Everest Street, Clermont. – Applicant – Ms. Proli gave a brief background of her qualifications for the board appointment. She told the Council that she wishes to serve to honor her husband who was a fire chief in Miami, FL.

Council Member Purvis asked how many terms Ms. Proli has served on the Pension Board. City Manager Gray stated he did not know the answer to the question. Ms. Proli stated that she has not served a full-term on the Pension Board and that she was appointed to complete a vacated seats term.

City Manager Gray asked City Clerk Howe when Ms. Proli was appointed. City Clerk Howe stated Ms. Proli was appointed in the fall of 2018.

Mayor Ash stated that both applicants seemed qualified for the position and that it is difficult to choose.

Council Member Purvis asked how many seats were on the Pension Board. City Attorney Mantzaris replied there are a total of five (5) seats on the pension board.

Council Member Purvis stated that he sat on the Charter Review Commission and supported term limits, so while he believes Ms. Proli is qualified, he feels he should favor Ms. Pines.

Council Member Briske asked if this was an annual appointment. City Clerk Howe responded that the Pension Board seats are two (2) year terms with staggered appointments.

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MOTION TO REAPPOINT to the Fire Department Pension Board Ms. Judy Proli for a two (2) year term made by Council Member Bates. Seconded by Council Member Travis. Motion passed 4-1 with Council Member Purvis opposing.

Item No. 20 – Ordinance No. 2020-18 – INTRODUCTION (MSTU)

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

City Clerk Howe read the ordinance into the record by title only.

MOTION TO INTRODUCE for further consideration Ordinance No. 2020-18 establishing a Municipal Service Taxing Unit made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:45pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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The City Council met in a regular meeting on Tuesday, March 10, 2020 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30 pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Purvis. Other City officials present were Interim Assistant City Manager Dauderis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Dawn Carter of First United Methodist Church gave the invocation which was followed by the Pledge of Allegiance.

PRESENTATIONS

Winter Citizens Academy Graduation

Jennifer Clutts, Communications Coordinator, recognized the 2020 Winter Citizens Academy graduates.

Mayor Ash commented she attended the graduation at the Arts & Recreation Center. There were thirty (30) graduates.

Excellence in Financial Reporting Award FY 2018

Mayor Ash presented the GFOA Excellence in Reporting Award for FY 2018. This is the 31st consecutive year the city has received this award. Finance Director Brosonski introduced staff present.

Quarterly Budget Presentation

Finance Director Brosonski presented the highlights of the quarterly budget report for October 1, 2019 – December 31, 2019. The report presents an overview of the city's revenues, expenditures and key department statistics for the FY 2020. She reviewed the top 10 revenues, major fund revenues and expenditures, departmental expenditures, and major fund surplus/deficit. She was available for questions.

PUBLIC COMMENTS

Mayor Ash opened the floor for comments from the public; seeing none the floor was again closed.

REPORTS

CITY MANAGER

Interim Assistant City Manager Dauderis provided the report as City Manager Gray was in Tallahassee. She gave an update on the Coronavirus and on how the city is addressing it.

She reminded the City Council that there is a workshop scheduled on March 17 at 6:30pm.

CITY ATTORNEY

No report was provided.

CITY COUNCIL

Council Member Bates

- Provided an update that the Florida House and Senate agreed to a \$370,000,000 budget towards affordable housing initiatives. He is hoping the Governor will sign off on it.

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Council Member Purvis

- No report provided.

Council Member Brishke

- On March 4 she was at Outback for “Tip a Cop” for Special Olympics.
- On March 5, the Greater Clermont Cancer Foundation did a fundraiser to raise money for GCCF “Bras for a Cause”. The Clermont Police and Fire danced in the event and it was a great event.

Council Member Travis

- Watched her niece in the Spring Games. She learned that only Division 1 plays in Clermont, Division 2 plays in Winter Haven, and Division 3 plays in St. Petersburg. Her niece hit a home run.

Mayor Ash

- No report.

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 come forward at this time.

Seeing no public come forward, Mayor Ash closed the floor and asked if City Staff or Council Members had objections to any items.

Item No. 1 – Meeting Minutes

Consider approval of February 11, 2020 City Council meeting minutes.

Item No. 2 – Single Source Term Contract Award

Consider approval of a single source determination and term contract award from Sunstate Meter Supply, Inc. to purchase water meters on an as-needed basis.

Item No. 3 – Olympus CDD Budget Notification

Acknowledge receipt of the submitted budget. This is for information only.

Item No. 4 – Fire Pension Board Appointment

Consider appointing Ryan Moore as the Fifth Member to the Firefighters Pension Board.

MOTION TO APPROVE the consent agenda for March 10, 2020 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

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UNFINISHED BUSINESS

Item No. 5 – *Final* - Ordinance No. 2020-18 – Municipal Service Taxing Unit

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

City Clerk Howe read the ordinance into the record by title only. City Attorney Mantzaris provided an analysis of the ordinance to the Council.

Attorney Mantzaris informed the Council that the City has participated in the ambulance service with Lake County for approximately twenty (20) years. This ordinance is required annually in order for the city to continue to participate in the program.

Mayor Ash opened the floor for comments from the public; seeing none the floor was again closed.

MOTION TO APPROVE and adopt Ordinance No. 2020-18 establishing a Municipal Service Taxing Unit for ambulance and emergency medical services made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously on roll call vote 5-0.

NEW BUSINESS

Item No. 6 – Variance Request – Rusty Truck Diner

Development Services Director Henschel presented the variance request for signage at a commercial property located at 1800 S. Hwy 27. The property is zoned C2. The variance is for an oversized Adirondack chair and an old rusty truck. Director Henschel explained that based on the current code does not allow for vehicle signs. The proposed truck does not meet the criteria. Signage is also not allowed for commercial business in the right-of-way of a property or landscape buffer zones. He further explained that the purpose of the city's sign code is to enhance the appearance of a physical environment by mandating that a sign be designed with architectural consideration of the site and be sited that is concurrent with the existing natural environment. Director Henschel stated that while staff understands the intent of the request, staff finds it to be out of character and undesirable with the current code. He concluded by informing the Council that staff is recommending denial of the variance request.

Mayor Ash asked the applicant to approach the podium.

Jose Gonzales, 1800 S. Hwy 27, Clermont. – Applicant – Informed the Council that he is happy the truck has found its way to its current location as it lends to the theme of his restaurant. He believes that having

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this truck as signage helps his business by making its location a destination spot. He asked the Council to approve the variance request.

Mayor Ash opened the floor for comments from the public.

Steve Hannah. 1251 Fran Mar Court, Clermont – Expressed support and urged the Council to help the local business.

Niemoy Defania. Formerly of County Tipperary, Ireland. – Expressed support saying that the rusty truck builds character and attracts attention.

Seeing no other speakers come forth, Mayor Ash closed the floor from further comments. She proceeded to invite comments from Council Members.

Council Member Bates stated that he is not opposed to the request, he feels it is a small request and is in agreement with the residents that spoke in favor of the business. He did express concern as to why the truck was in place already since approval had not been given.

Mr. Gonzales stated that he put the truck there not realizing he needed a variance. He has been focused on getting the restaurant open for business as its primarily himself working on renovations. He apologized for not following the correct procedure.

Council Member Travis asked the applicant if he has operated any other restaurants. Mr. Gonzales replied that he has. Council Member Travis asked if any of those locations were still in operation. Mr. Gonzales stated that they were not and blamed the lack of good location for their closure. He stated that he has 35 years' experience in the restaurant industry and is proud to be in Clermont. He strongly feels based on feedback they are receiving that this concept will go a long ways. He also stated that the truck is from the 1940's from a plantation in North Florida.

Council Member Travis stated that she has been in Clermont since the late 1980s and has seen other restaurants come and go; not because of location, but because they did not have good food. She has concerns that if the applicants restaurant does not make it, who will be responsible for the removal of the truck.

Mr. Gonzales stated that he receives offers to purchase the truck daily and does not feel like its removal will be an issue. He informed the Council that so far the reviews have been very good since the soft opening two (2) weeks ago.

Mayor Ash stated she feels this is an interesting and clever idea.

Council Member Purvis asked if the oversized chair is also a part of the variance request. Director Henschel responded that it was. He also asked the Council that if they do approve the variance that it be conditioned for use by just this business so that if the business went away so would the items.

Council Member Purvis asked the applicant if he had any supporting documentation from his neighbors who he asserted were ok with the rusty truck and oversized chair. Mr. Gonzales responded that he did not, but could provide it to the Council at another time.

Council Member Purvis stated that he has concerns about safety and is not in favor of this request. He clarified that he is ok with the chair but not the truck.

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Council Member Brishke stated that she was in the opposite opinion of Council Member Purvis and that she was ok with truck but not the oversized chair. Mr. Gonzales stated the chair was for selfies.

Attorney Mantzaris stated to the Council that this is an unusual variance request. He explained that most variances allow for someone to build and maintain a structure in good condition. The request is for signage that is already deteriorated and will continue to deteriorate. It could also create significant difficulties for code enforcement. If the Council is leaning towards an approval he recommends tailoring the variance so that the Council would have opportunity to revisit the issue in the future.

Mayor Ash asked if it would be possible for staff to inspect the vehicle.

Attorney Mantzaris recommended that the Council bring the variance back for reapproval in a period of time. He recommended against making this an indefinite variance. The applicant would need to then to reapply for the variance after inspections of the site and signs.

Council Member Brishke asked if the truck was locked. Mr. Gonzales stated the truck is locked and has been coated with polyurethane. Council Member Purvis stated there is no window on the driver's door, so what good does locking the truck do. Mr. Gonzales stated that he was already planning to put a plexi-glass window in to seal the truck cabin.

Mayor Ash recommended that the approving motion be conditioned to sunset in two (2) years and asked Mr. Gonzales if he was ok with that amount of time. Mr. Gonzales stated he was ok with it.

Council Member Purvis asked if the motion is passed with a review in two (2) years and the site falls into disrepair before that time, what can code enforcement do?

Attorney Mantzaris stated that it would be a difficult case to prosecute.

Mayor Ash changed her recommendation so that the variance would need to be reapplied for after one (1) year.

Council Member Bates asked about the overgrowth around the truck. Mr. Gonzales informed the Council that those were decorative weeds.

MOTION TO APPROVE the variance request for signage of a rusty truck and an oversized Adirondack chair to be located at The Rusty Truck Diner at 1800 US 27, Clermont with the additional condition(s) that: 1. Should the business close, it will be the responsibility of the owner to remove the truck and chair, and 2. The granted variance shall expire on March 10, 2021, and 3. The applicant can reapply for a variance from the City Council, and 4. Code Enforcement shall monitor the condition of the truck and chair and the surrounding landscape and report back to the City Council...made by Council Member Bates. Seconded by Mayor Ash. Passed 3-2 with Council Member Purvis and Travis opposing.

Item No. 7 – Introduction - Ordinance No. 2020-15

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

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ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION.

City Clerk Howe read the ordinance into the record by title only.

Council Member Travis declared that she has a conflict of interest on the item due to real estate interests and will be abstaining from the vote.

MOTION TO INTRODUCE for further consideration Ordinance No. 2020-15 amending the official zoning map of the City of Clermont made by Council Member Brishke. Seconded by Council Member Purvis. Passed unanimously by voice vote with one abstention by Council Member Travis.

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ADJOURN: With no further comments, this meeting adjourned at 7:16 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date																						
Tuesday, April 14, 2020																						
Agenda Item Name																						
Surplus Request																						
Requested Action																						
Request to approve and declare end of life inventory as surplus from the Police Department, Environmental Services Department, and City Clerk and dispose of in accordance with the Purchasing Policy.																						
Staff Report																						
The Purchasing Department, on behalf of Police, Environmental Services, and City Clerk recommends approval of the above action. Police Department <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>2007 Dodge Charger 124,399 miles</td> </tr> <tr> <td>(1)</td> <td>2009 Dodge Charger 80,691 miles</td> </tr> <tr> <td>(1)</td> <td>2010 Dodge Charger 95,624 miles</td> </tr> <tr> <td>(1)</td> <td>GE Refrigerator</td> </tr> </table> Environmental Services <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>1996 Cummins Generator 629.7 hours</td> </tr> <tr> <td>(1)</td> <td>2001 Cummins Generator 965.3 hours</td> </tr> </table> City Clerk <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Table</td> </tr> </table>			Qty.	Property Description	(1)	2007 Dodge Charger 124,399 miles	(1)	2009 Dodge Charger 80,691 miles	(1)	2010 Dodge Charger 95,624 miles	(1)	GE Refrigerator	Qty.	Property Description	(1)	1996 Cummins Generator 629.7 hours	(1)	2001 Cummins Generator 965.3 hours	Qty.	Property Description	(1)	Table
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Qty.	Property Description																					
(1)	Table																					
Additional Analysis																						
Fiscal Impact Summary																						
Surplus property is anticipated to be sold for approximately \$1,000.00.																						
Police vehicles will be donated to the Sneads Police Department.																						
Fiscal Impact	Fund Number and Description	Available Budget Amount																				
Exhibits Attached (copies of original agreements)																						
1.	Environmental Services Disposal Forms	Environmental Services Disposal Forms.pdf																				
2.	Police Department Disposal Forms	Police Department Disposal Forms.pdf																				

3. City Clerk Disposal Form

City Clerk Disposal Form.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #: N/A
Contact Person: Tim Matozzi Phone: 352-241-0178
Year / Make / Model: 2001/Cummins/125DGEA Vehicle No. N/A
Miles / Hours: 965.3 Hrs. Serial / VIN: D980727054
Description of Property Cummins Generator

☐ 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: [Signature]

Date: 3-2-20

*****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: ENV. SVCS./SEWER Property Tag #: N/A
Contact Person: Tim Mattozzi Phone: 352 241 0178
Year / Make / Model: 1996/Cummins/150DGFA Vehicle No. N/A
Miles / Hours: 629.7 Hrs. Serial / VIN: J960619806
Description of Property Cummins Generator

☐ 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.

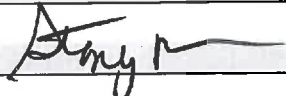
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **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: 3-2-20

*****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: _____



CHARLES L. BROADWAY
Police Chief



Inter Office Memorandum

TO: Chief Broadway DATE: 2/28/2020 FILE:

FROM: Sgt. Bloom #217 SUBJECT: Vehicle Donation

ENCLOSURES: Property Disposal Forms

CC:

Chief Broadway,

This memo is to request that we begin the surplus process for three of our vehicles. 2 of them are marked patrol vehicles, 2158 and 2169. One is unmarked, 2170. All three of these are first generation Dodge Chargers, which are in various states of deterioration due to the extended wear and tear of years as patrol vehicles. The mileage on these vehicles ranges between 80,000 miles and 124,000 miles.

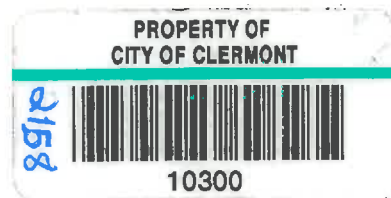
At this time, we would still have enough vehicles in our fleet to maintain one spare vehicle for each patrol squad, as well as one for each specialized unit, if this surplus request were approved. Once the recently ordered vehicles have been fully outfitted and placed into service, we will likely have a few more vehicles which could also be assigned as spare vehicles to various squads.

I have been contacted by Chief Michael Miller of the Sneads Police Department in Jackson County, Florida. We have donated vehicles to them in the past and they are still seeking more vehicles if available. His agency was greatly impacted by hurricane Michael that struck the Florida Panhandle in 2018. This is why they reached out and we donated vehicles the first time. They have requested additional assistance in this area if available. I am forwarding this request for your review to determine if we can accommodate another agency in their time of need.

Supervisor (Print)	Initial's	Action	Comments	Date
Captain Joyner	B	K + F	I recommend	3-2-20
Chief Broadway	CJ	Approved to	Surplus	3-2-20

Actions: Approved / Denied, Recommended / Not Recommended, Reviewed and Forwarded, Received-No Action

For Donation
To Sneads PD



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10300
Contact Person: Sgt. Nick Bloom Phone: 352-356-8442
Year / Make / Model: 2007 Dodge Charger Vehicle No. 2158
Miles / Hours: 124,399 miles Serial / VIN: X2B3RA43G47H628642
Description of Property Dodge Charger marked patrol 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: [Signature]

Date: 3-2-20

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

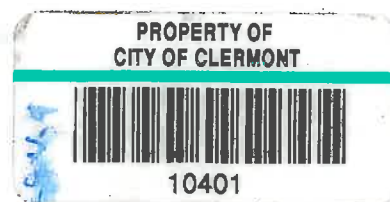
Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

For Donation
To Sneads PD



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10401
Contact Person: Sgt. Nick Bloom Phone: 352-356-8442
Year / Make / Model: 2009 Dodge Charger Vehicle No. 2169
Miles / Hours: 80,691 miles Serial / VIN: 2B3KA43V79H597159
Description of Property Dodge Charger marked patrol 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.
- ☐ **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: 3.2.20

*****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: _____

For Donation
TO Sneads PD



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10304
Contact Person: Sgt. Nick Bloom Phone: 352-356-8442
Year / Make / Model: 2010 Dodge Charger Vehicle No. 2170
Miles / Hours: 95,624 miles Serial / VIN: 2B3AA4CV2AH120624
Description of Property Dodge Charger un-marked patrol 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: [Signature]

Date: 3.2.20

*****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: _____



CHARLES L. BROADWAY
Police Chief



Inter Office Memorandum

TO: Chief Broadway

DATE: 03/11/2020

FILE:

SUBJECT: Property Disposal

FROM: Sasha Grossi

ENCLOSURES:

CC:

We recently purchased a new chest freezer for DNA storage to replace the old refrigerator/freezer that was too small. The old one still works and could be sold to another agency for evidence use only.

Supervisor (Print)	Initial's	Action	Comments	Date
D. MOSER	DM	R+F		3/11/20
B. Joyner	B	R+F	* recommend we send to F. Suarez for surplus	3-11-20
Chief	CB	Concur with above to surplus		7-12-20

Actions: Approved / Denied, Recommended / Not Recommended, Reviewed and Forwarded, Received-No Action



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: Sasha Grossi Phone: 352-536-8441
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: FD815731
Description of Property GE Refrigerator

☐ 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:** Can be sold to another police department for biohazard/evidence storage
Given

Director Signature: [Signature] Date: 3-10-20

*****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 CLERK Property Tag #:
Contact Person: Tracy Phone: 352-241-7352
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 1 table

☐ 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: [Signature]

Date: 3-12-2020

*****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, April 14, 2020		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of plat.		
Staff Report		
This is phase 2 of a commercial subdivision located at Hammock Ridge Road and US 27 and has been reviewed by the City's contracted Surveyor.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 802010REPLAT 3-04-20 Hammock Ridge	802010REPLAT 3-04-20 Hammock Ridge.pdf	

SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 2 COMMERCIAL PARCELS

BEING A REPLAT OF LOTS 1, 2, AND 3, COMMERCIAL PARCEL 2 AND LOT 7 COMMERCIAL PARCEL 1
SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1, COMMERCIAL PARCELS, AS RECORDED IN PLAT BOOK 70, PAGES 69
THROUGH 73, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA.

SHEET 1 OF 4

PLAT
BOOK

PAGE

LEGAL DESCRIPTION:
ALL OF LOT 7, COMMERCIAL PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOT 7, COMMERCIAL PARCEL 1 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 69–73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF TRACT A, OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1 COMMERCIAL PARCELS PLAT BOOK 70, PAGES 69–73 THENCE WITH THE NORTH LINE OF SAID TRACT "A" THE FOLLOWING THREE COURSES: 1) SOUTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 31.00 FEET, A CENTRAL ANGLE OF 09°36'02" AND A CHORD BEARING AND DISTANCE OF S60°22'16"W, 5.19 FEET) FOR AN ARC DISTANCE OF 5.19 FEET TO A POINT OF TANGENCY; 2) S65°10'17"W, A DISTANCE OF 257.76 FEET; 3) S66°31'39"W, A DISTANCE OF 149.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTH LINE OF TRACT "A" AND WITH THE WEST LINE OF LOT 7, THE FOLLOWING TWO (2) COURSES: N24°50'08"W, A DISTANCE OF 291.75 FEET; 2) N18°38'41"W, A DISTANCE OF 8.36 FEET TO THE SOUTHWEST CORNER OF TRACT "A" OF TUSCANY VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 64, PG. 13–15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 7 AND WITH THE SOUTHERLY BOUNDARY LINE OF TRACT "A", N65°10'23"E, A DISTANCE OF 361.07 FEET TO THE NORTHWEST CORNER OF TRACT "LS" OF SAID TUSCANY VILLAGE PHASE 1; THENCE WITH THE WEST BOUNDARY LINE OF SAID TRACT "LS", S24°49'27"E, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID TRACT "LS"; THENCE WITH THE SOUTH LINE OF SAID TRACT "LS", N65°10'49"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PER SECTION 11200, F.P. NO. 238422–1 AND 238423–1; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S24°49'46"E, A DISTANCE OF 263.13 FEET TO THE POINT OF BEGINNING.

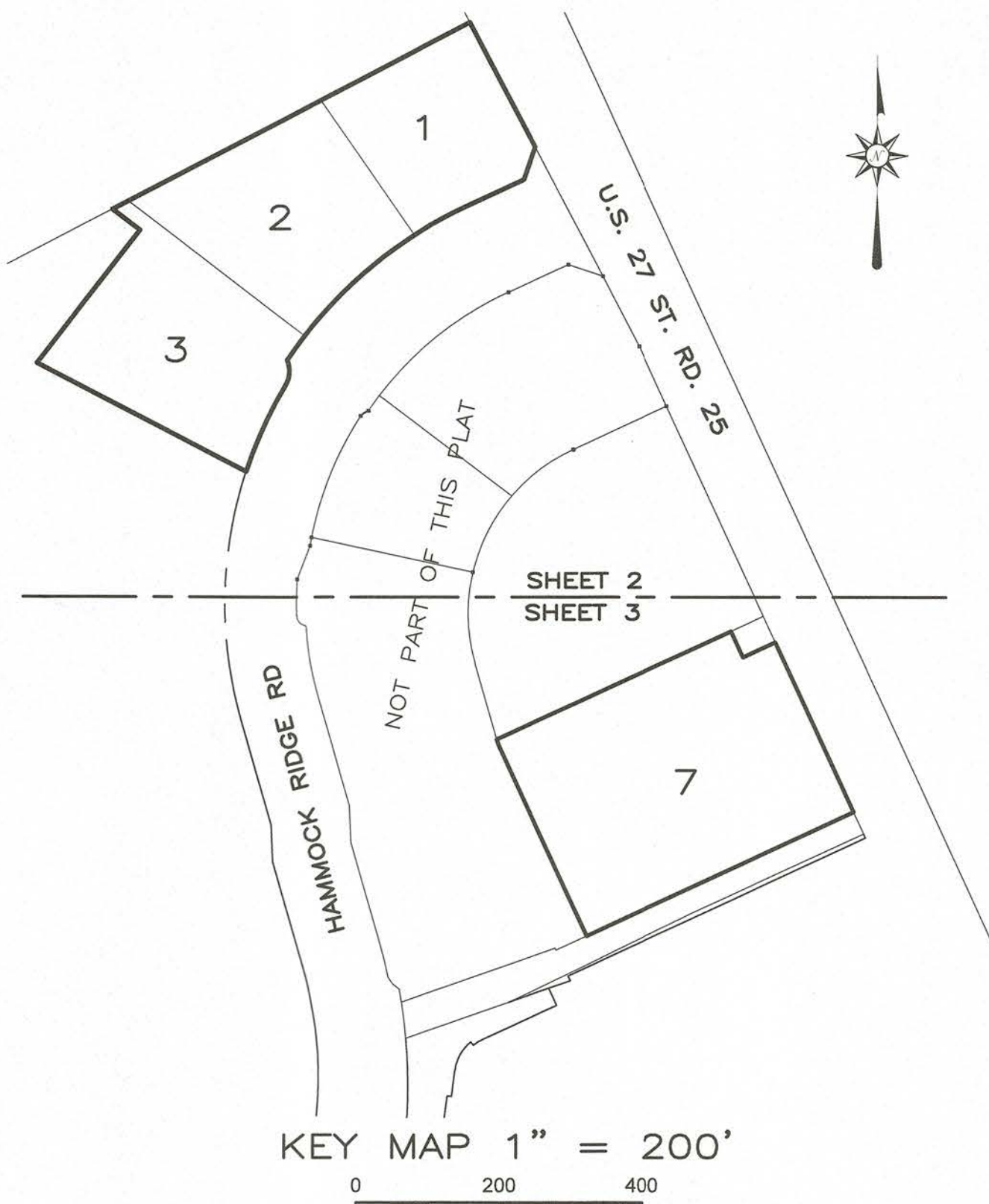
CONTAINING 2.819 ACRES OF LAND, MORE OR LESS

LEGAL DESCRIPTION:
LOTS 1, 2, & 3, COMMERCIAL PARCEL 2

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOTS 1, 2, AND 3, COMMERCIAL PARCEL 2 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 70, PAGES 69–73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1 OF COMMERCIAL PARCEL 2 OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1, COMMERCIAL PARCELS; THENCE WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD NO. 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11200, F.P. NO. 238422–1 & 238423–1, S27°44'02"E A DISTANCE OF 197.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD NO. 25), AND WITH THE NORTHERLY AND WESTERLY RIGHT-OF-WAY LINE OF HAMMOCK RIDGE ROAD (VARIABLE WIDTH RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2595 PAGE 1134 AND OFFICIAL RECORDS BOOK 3571, PAGE 2143, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) THE FOLLOWING FIVE (5) COURSES: 1) S18°43'25"W A DISTANCE OF 48.22 FEET; 2) S65°10'53"W, A DISTANCE OF 85.17 FEET; 3) SOUTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 613.00 FEET, A CENTRAL ANGLE OF 31°29'44" AND A CHORD BEARING AND DISTANCE OF S49°26'01"W, 332.74 FEET) FOR AN ARC DISTANCE OF 336.97 FEET; 4) SOUTHWESTERLY WITH THE ARC OF A NON -TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.10 FEET, A CENTRAL ANGLE OF 53°23'29" AND A CHORD BEARING AND DISTANCE OF S04°02'28"W, 36.03 FEET) FOR AN ARC DISTANCE OF 37.37 FEET TO A POINT OF REVERSE CURVATURE; 5) SOUTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 595.99 FEET, A CENTRAL ANGLE OF 12°42'25" AND A CHORD BEARING AND DISTANCE OF S24°19'13"W, 131.91 FEET) FOR AN ARC DISTANCE OF 132.18 FEET TO THE SOUTHWEST LOT 3 CORNER OF COMMERCIAL PARCEL 2 OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1, COMMERCIAL PARCELS; THENCE LEAVING SAID NORTHERLY AND WESTERLY RIGHT-OF-WAY LINE OF HAMMOCK RIDGE ROAD, AND WITH THE WEST BOUNDARY LINE OF SAID LOT 3, THENCE N62°37'53"W WITH THE WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 329.77 FEET; THENCE N37°40'17"E, WITH THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 234.60 FEET; THENCE N52°44'05"W A DISTANCE OF 48.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE WITH THE NORTH LINE OF SAID COMMERCIAL PARCEL 2) N62°16'10"E DISTANCE OF 563.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.233 ACRES OF LAND, MORE OR LESS



SURVEYORS NOTES

1. THE BASIS OF BEARINGS FOR THIS PLAT IS THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING ASSUMED N00°21'53"E PER THE PLAT OF TUSCANY VILLAGE PHASE 1 AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15.
2. HORIZONTAL CONTROL STATIONS AS SHOWN ON THIS PLAT FROM LAKE COUNTY GEODETIC CONTROL NETWORK BEING STATIONS LK 183 2003 AND LK 184 2003, HORIZONTAL DATUM NAD83 (1990), SECOND ORDER, FLORIDA STATE PLANE COORDINATES FLORIDA EAST ZONE.
3. THE PROPERTY SHOWN HEREON IS SUBJECT TO:

A) ACCESS, DRAINAGE AND UTILITY EASEMENT BY AND BETWEEN SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC; TUSCANY VILLAGE STORM WATER MANAGEMENT ASSOCIATION, INC. AND US 27-CLERMONT, LLC RECORDED AUGUST 12, 2014 IN OFFICIAL RECORDS BOOK 4513, PAGE 1577, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

B) RESTRICTIVE COVENANT AND EASEMENT AGREEMENT FOR SHOPPES AT HAMMOCK RIDGE CROSSINGS RECORDED JULY 16, 2018 IN OFFICIAL RECORDS BOOK 5139, PAGE 1630 AND OFFICIAL RECORDS BOOK 5372, PAGE 2040 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON, CAUSE THIS PLAT OF "SHOPPES AT HAMMOCK RIDGE CROSSINGS—PHASE 1, TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

THE MASTER UTILITY SYSTEMS (STORMWATER COLLECTION AND SANITARY SEWER COLLECTION) ARE PRIVATELY OWNED AND MAINTAINED BY TUSCANY VILLAGE STORMWATER MANAGEMENT ASSOCIATION, INC. THE WATER DISTRIBUTION SYSTEM IS OWNED BY UTILITIES, INC. WHICH IS RESPONSIBLE FOR THE MAINTENANCE AND OPERATION.

THERE IS A 20 FOOT LANDSCAPE BUFFER EASEMENT AND UTILITY EASEMENT ALONG THE RIGHT OF WAY OF SOUTH CLERMONT CONNECTOR/HAMMOCK RIDGE ROAD AND STATE ROAD NO. 25/US HIGHWAY NO. 27. THE LANDSCAPE BUFFER BEING DEDICATED TO THE TUSCANY VILLAGE SHOPPING CENTER ASSOCIATION, INC. BY THE PLAT OF TUSCANY VILLAGE – PHASE 1, RECORDED IN PLAT BOOK 64, PAGES 13 THRU 15, WHICH WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE LANDSCAPE BUFFER.

THE OWNER FURTHER GRANTS TO PROVIDERS OF PUBLIC AND QUASI-PUBLIC ESSENTIAL UTILITY SERVICES FOR SHOPPES AT HAMMOCK RIDGE CROSSINGS, INCLUDING WITHOUT LIMITATION ELECTRIC, TELEPHONE, CABLE TELEVISION AND OTHER ESSENTIAL UTILITIES, A UTILITY EASEMENT OVER ALL UTILITY EASEMENT AREAS AS SHOWN AND DEPICTED HEREON, ALONG WITH THE RIGHT OF INGRESS AND EGRESS THERETO FOR THE PURPOSES OF OPERATION, MAINTAINING, REPAIRING AND REPLACING THE UTILITY FACILITIES LOCATED WITHIN ALL UTILITY EASEMENT AREAS DEPICTED HEREON ALL UTILITY INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET ITS HAND AND SEAL ON _____
DELIVERED IN OUR PRESENCE AS WITNESSES:

SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

MANAGED BY:

TULANE GREEN WAVE, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: CHARLES S. CARLTON WITNESSES:

MANAGER	PRINTED NAME	SIGNATURE
	PRINTED NAME	SIGNATURE

BY: MICHELLE C. CARLTON WITNESSES:

MANAGER	PRINTED NAME	SIGNATURE
	PRINTED NAME	SIGNATURE

BY: PRESTON COLT WITNESSES:

MANAGER	PRINTED NAME	SIGNATURE
	PRINTED NAME	SIGNATURE

STATE OF FLORIDA
COUNTY OF LAKE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2020, BY CHARLES S. CARLTON, MICHELLE C. CARLTON AND PRESTON COLT, IN HIS/HER CAPACITY AS A MANAGING MEMBER ON BEHALF OF TULANE GREEN WAVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS MANAGING MEMBER ON BEHALF OF SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, [_____] WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION PRODUCED) AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC

NAME OF NOTARY TYPED, PRINTED OR STAMPED

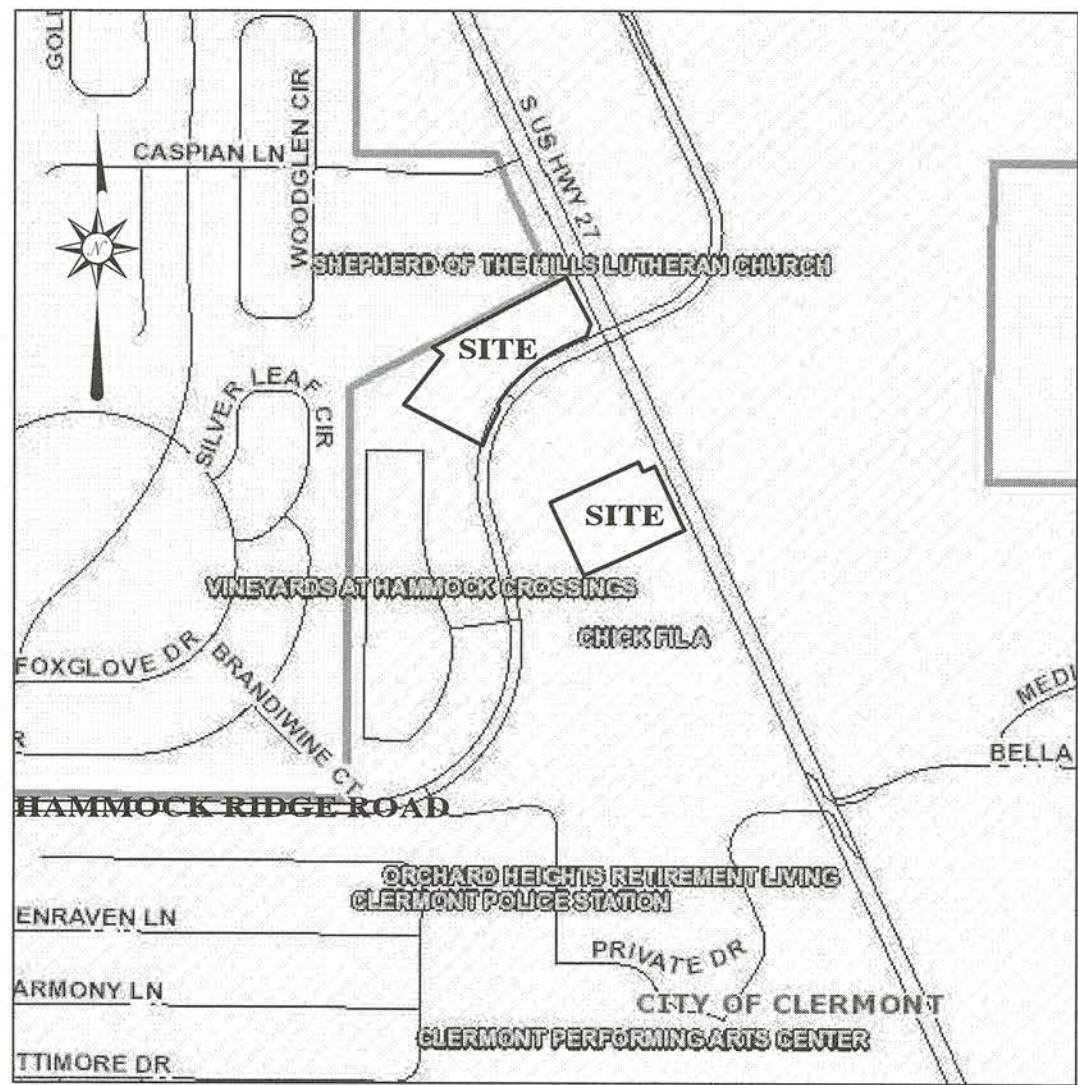
SERIAL NUMBER, IF ANY

PLACE NOTARY SEAL STAMP ABOVE



LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedgels.com

LICENSED BUSINESS NUMBER: 6846



VICINITY MAP

0 500 1000

1"=500'

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ AT _____

FILE NO _____

DATE: _____

CLERK OF CIRCUIT COURT
IN AND FOR LAKE COUNTY, FLORIDA

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

DATE: _____

JENNINGS E. GRIFFIN, PLS #4486
PROFESSIONAL LAND SURVEYOR, STATE OF FLORIDA
FLORIDA REGISTRATION NO. 4486

CERTIFICATE OF APPROVAL BY THE
MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD, AND THE DEDICATION OF ALL STREETS AND EASEMENTS IS ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON THE _____ DAY OF _____, 20____. PROVIDED THAT THE PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN _____ DAYS FROM THE DATE OF APPROVAL BY SAID CITY COUNCIL, CITY OF CLERMONT, FLORIDA.

ATTEST: _____ CITY OF CLERMONT

CITY CLERK
GARY J. COONEY

MAYOR
GAIL L. ASH

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, 177.061.

DATE: 03/03/2020

JEFFERY D. HOELUS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6610

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SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 2 COMMERCIAL PARCELS

BEING A REPLAT OF LOTS 1, 2, AND 3, COMMERCIAL PARCEL 2 AND LOT 7 COMMERCIAL PARCEL 1
SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, AS RECORDED IN PLAT BOOK 70, PAGES 69
THROUGH 73, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA.

SHEET 2 OF 4

PLAT
BOOK

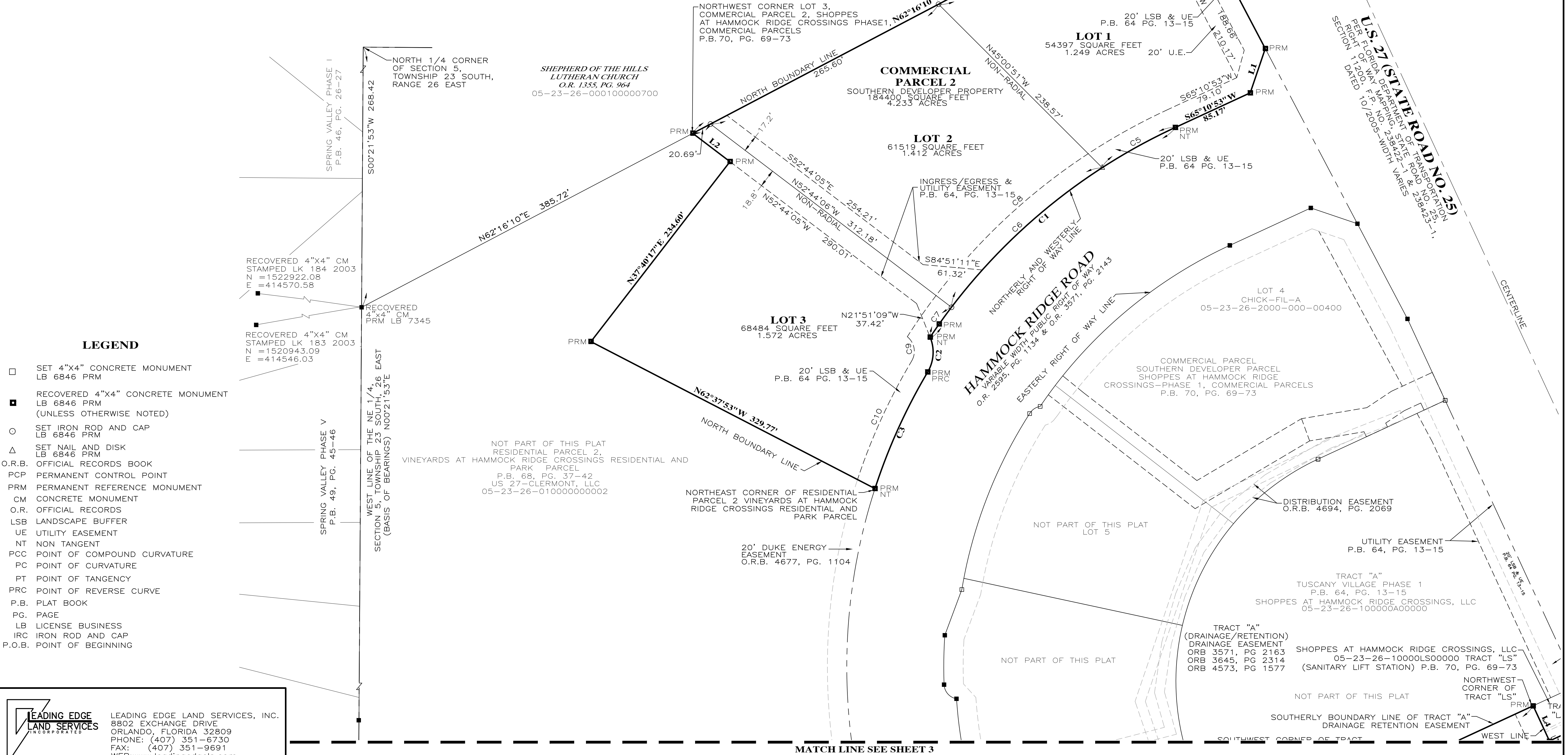
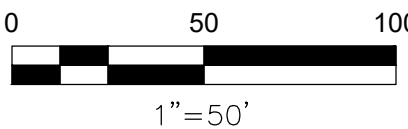
PAGE

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	613.00'	31°29'44"	S49°26'01"W	332.74'	336.97'
C2	40.10'	53°23'29"	S04°02'28"W	36.03'	37.37'
C3	595.99'	12°42'25"	S24°19'13"W	131.91'	132.18'
C5	613.00'	8°02'45"	S61°09'30"W	86.01'	86.08'
C6	613.00'	19°53'55"	S47°11'10"W	211.83'	212.89'
C7	613.00'	3°33'03"	S35°27'41"W	37.99'	37.99'
C8	633.00'	32°38'09"	S48°51'48"W	355.70'	360.56'
C9	19.42'	82°22'05"	S10°00'07"E	25.58'	27.92'
C10	615.99'	12°31'03"	S24°31'57"W	134.31'	134.58'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S18°43'25"W	48.22'
L2	N52°44'05"W	48.22'



- LEGEND**
- SET 4"X4" CONCRETE MONUMENT
LB 6846 PRM
 - RECOVERED 4"X4" CONCRETE MONUMENT
LB 6846 PRM
(UNLESS OTHERWISE NOTED)
 - SET IRON ROD AND CAP
LB 6846 PRM
 - △ SET NAIL AND DISK
LB 6846 PRM
 - O.R.B. OFFICIAL RECORDS BOOK
 - PCP PERMANENT CONTROL POINT
 - PRM PERMANENT REFERENCE MONUMENT
 - CM CONCRETE MONUMENT
 - O.R. OFFICIAL RECORDS
 - LSB LANDSCAPE BUFFER
 - UE UTILITY EASEMENT
 - NT NON TANGENT
 - PCC POINT OF COMPOUND CURVATURE
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - PRC POINT OF REVERSE CURVE
 - P.B. PLAT BOOK
 - PG. PAGE
 - LB LICENSE BUSINESS
 - IRC IRON ROD AND CAP
 - P.O.B. POINT OF BEGINNING



LEADING EDGE
LAND SERVICES
INCORPORATED

LEADING EDGE LAND SERVICES, INC.
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MATCH LINE SEE SHEET 3

SEE SHEET 4 FOR EASEMENT DETAILS

SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 2 COMMERCIAL PARCELS

BEING A REPLAT OF LOTS 1, 2, AND 3, COMMERCIAL PARCEL 2 AND LOT 7 COMMERCIAL PARCEL 1
SHOPPES AT HAMMOCK RIDGE CROSSINGS–PHASE 1, COMMERCIAL PARCELS, AS RECORDED IN PLAT BOOK 70, PAGES 69
THROUGH 73, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA.

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C4	31.00'	9°36'02"	S60°22'16"W	5.19'	5.19'

LINE TABLE

LINE	BEARING	DISTANCE
L3	N18°38'41"W	8.36'
L4	S24°49'27"E	40.00'
L5	N65°10'49"E	50.00'
L7	N86°57'44"E	58.05'
L8	S65°10'17"W	94.19'
L9	S66°31'39"W	40.52'
L10	N43°33'40"E	43.88'

LEGEND

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LB 6846 PRM
- △

SET NAIL AND DISK
LB 6846 PRM
- O.R.B.

OFFICIAL RECORDS BOOK
- PCP

PERMANENT CONTROL POINT
- PRM

PERMANENT REFERENCE MONUMENT
- CM

CONCRETE MONUMENT
- O.R.

OFFICIAL RECORDS
- LSB

LANDSCAPE BUFFER
- UE

UTILITY EASEMENT
- NT

NON TANGENT
- PCC

POINT OF COMPOUND CURVATURE
- PC

POINT OF CURVATURE
- PT

POINT OF TANGENCY
- PRC

POINT OF REVERSE CURVE
- P.B.

PLAT BOOK
- PG.

PAGE
- LB

LICENSE BUSINESS
- IRC

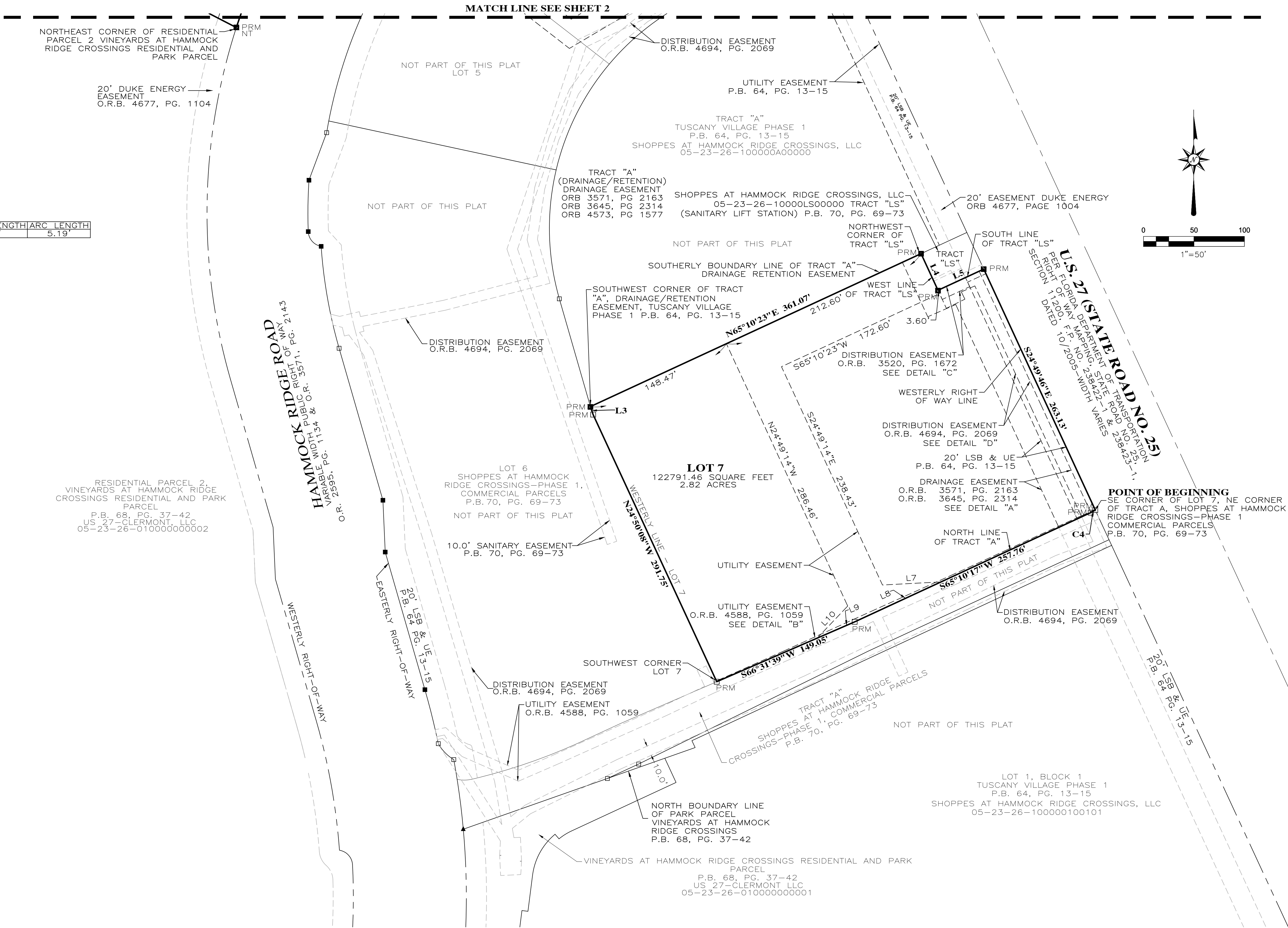
IRON ROD AND CAP
- P.O.B.

POINT OF BEGINNING



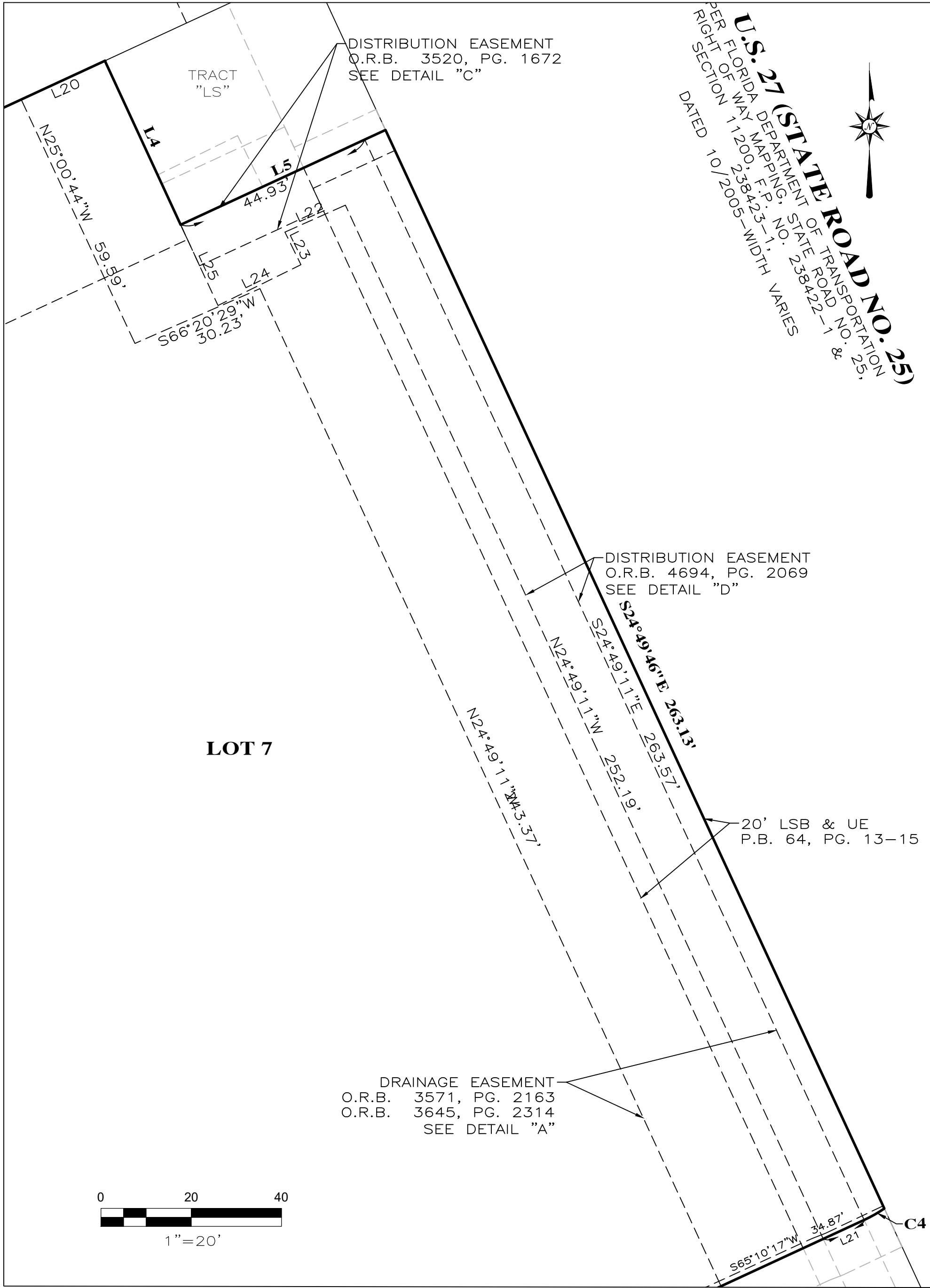
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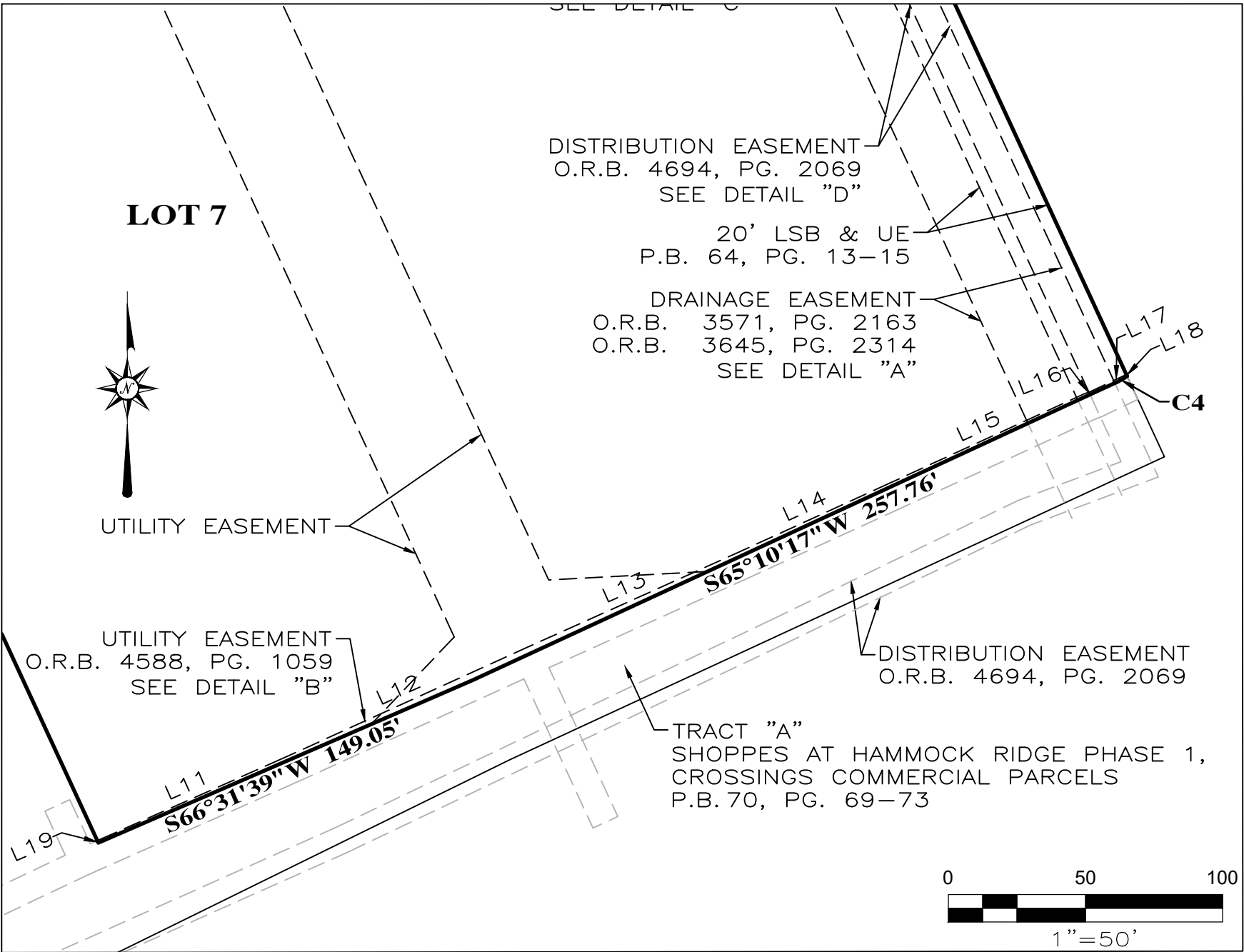


SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 2 COMMERCIAL PARCELS

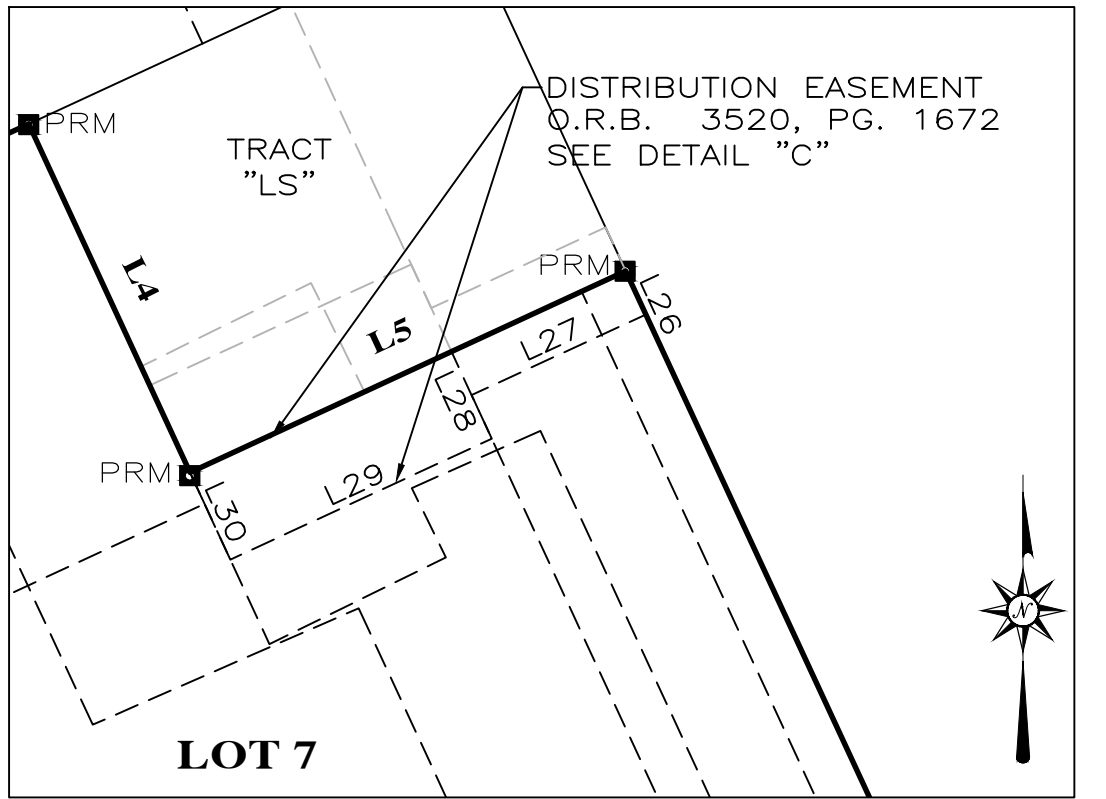
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OF LAKE COUNTY, FLORIDA.



DETAIL A / D



DETAIL B



DETAIL C

LINE TABLE		
LINE	BEARING	DISTANCE
L4	S24°49'27"E	40.00'
L5	N65°10'49"E	50.00'
L7	N86°57'44"E	58.05'
L11	N66°04'09"E	74.69'
L12	N65°34'14"E	96.31'
L13	N65°46'45"E	84.44'
L14	N65°28'03"E	60.27'
L15	N85°20'21"E	78.93'
L16	N68°55'45"E	3.17'
L17	N64°33'52"E	14.15'
L18	S24°49'43"E	0.64'
L19	N24°50'08"W	0.85'
L20	N65°10'46"E	20.42'
L21	S65°10'17"W	9.99'
L22	S66°00'00"W	14.66'
L23	S26°09'44"E	8.05'
L24	S63°50'16"W	20.48'
L25	N24°49'27"W	19.70'
L26	S24°49'46"E	4.99'
L27	S65°10'25"W	20.00'
L28	S24°49'43"E	5.00'
L29	S65°10'01"W	30.00'
L30	N24°49'27"W	10.00'

CURVE TABLE						
CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	
C4	31.00'	9°36'02"	S60°22'16"W	5.19'	5.19'	

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LICENSED BUSINESS NUMBER: 6846



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 14, 2020			
Agenda Item Name			
Plat Approval			
Requested Action			
Recommend approval of plat.			
Staff Report			
The submitted plat is for a 13 lot Commercial Subdivision located at the southeast area of Citrus Tower and South US 27.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Govenors Lake Plat Final CC	Govenors Lake Plat Final CC.pdf	

GOVERNORS LAKE COMMERCE CENTER

A portion of Section 5, Township 23 South, Range 26 East, Lake County, Florida, and a portion of Section 32, Township 22 South, Range 26 East, Lake County, Florida, and a replat of a part of Tract F, LOST LAKE, Plat Book 50, Pages 64 through 69, Public Records of Lake County, Florida, All in the City of Clermont, Florida.

SHEET 1 OF 5

DESCRIPTION:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA AND THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE RUN N 24°52'08" W FOR A DISTANCE OF 206.73 FEET; THENCE RUN S 66°10'04" W FOR A DISTANCE OF 10.10 FEET; THENCE RUN N 24°47'00" W FOR A DISTANCE OF 425.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CITRUS TOWER BOULEVARD; THENCE RUN N 20°11'43" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 35.37 FEET; THENCE RUN N 65°10'26" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 121.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 412.00 FEET, A CHORD BEARING OF N 20°14'44" E AND A CHORD DISTANCE OF 581.92 FEET; THENCE RUN NORTHEASTERLY AND NORTHWESTERLY ALONG THE SOUTHERLY AND EAST RIGHT OF WAY LINE OF CITRUS TOWER BOULEVARD AND THE ARC OF SAID CURVE FOR A DISTANCE OF 646.13 FEET THROUGH A CENTRAL ANGLE OF 89°51'23" TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE OF CITRUS TOWER BOULEVARD THE FOLLOWING BEARINGS AND DISTANCES: RUN N 24°45'33" W FOR A DISTANCE OF 182.90 FEET; THENCE RUN S 65°14'27" W FOR A DISTANCE OF 12.01 FEET; THENCE RUN N 24°46'51" W FOR A DISTANCE OF 49.13 FEET; THENCE RUN N 24°40'25" W FOR A DISTANCE OF 209.67 FEET; THENCE RUN N 65°19'35" E FOR A DISTANCE OF 15.00 FEET; THENCE RUN N 24°40'25" W FOR A DISTANCE OF 29.65 FEET TO THE NORTHERLY LINE OF TRACT F, LOST LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGES 64 THROUGH 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTHERLY AND EASTERLY LINE OF SAID TRACT F THE FOLLOWING BEARINGS AND DISTANCES: N 65°19'35" E FOR A DISTANCE OF 116.34 FEET; THENCE RUN S 31°37'07" E FOR A DISTANCE OF 20.55 FEET; THENCE RUN S 70°14'37" E FOR A DISTANCE OF 70.12 FEET; THENCE RUN S 51°25'29" E FOR A DISTANCE OF 114.24 FEET; THENCE RUN S 40°49'05" E FOR A DISTANCE OF 67.80 FEET; THENCE RUN S 50°16'34" E FOR A DISTANCE OF 60.62 FEET; THENCE RUN S 48°53'59" E FOR A DISTANCE OF 85.52 FEET; THENCE RUN S 28°02'52" E FOR A DISTANCE OF 43.18 FEET; THENCE RUN S 00°23'19" W FOR A DISTANCE OF 54.91 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 89°33'41" E ALONG SAID SOUTH LINE FOR A DISTANCE OF 5.71 FEET; THENCE RUN S 89°40'19" E ALONG SAID SOUTH LINE FOR A DISTANCE OF 862.13 FEET TO THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S 00°39'54" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 FOR A DISTANCE OF 1331.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE RUN N 89°29'27" W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5 FOR A DISTANCE OF 1154.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1,714,818 SQUARE FEET OR 39.367 ACRES MORE OR LESS.

NOTES:

- BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF SEC. 5-23-26 AS BEING S 89°40'19" E, FLORIDA STATE PLANE EAST DATUM.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
- ACCORDING TO FEDERAL EMERGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12069C 0590 E, DATED DECEMBER 18, 2012 THIS PROPERTY LIES IN FLOOD ZONE X UNSHADED (FLOOD ZONE X UNSHADED IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY). FLOOD ZONE AE (FLOOD ZONE AE IS DESCRIBED AS A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD). BASE FLOOD ELEVATIONS DETERMINED. (88.7 FEET NAVD "88"), ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY). FLOOD ZONES SCALED FROM FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FIRM (FLOOD INSURANCE RATE MAP).
- DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
- ELEVATIONS BASED ON NAVD 1988 DATUM AND REFERENCED FROM LAKE COUNTY BENCHMARK LAK 16 2003, BEING A BRASS DISK IN CONCRETE MONUMENT ON THE NORTH SIDE OF STATE ROAD 50 APPROXIMATELY 150 FEET WEST OF THE DRIVEWAY INTO AUTO ZONE AT 200 WEST SR-50 IN CLERMONT, FL. BENCHMARK IS ON TOP OF A STORM INLET. ELEVATION=146.17'.
- ALL PLATTED UTILITY EASEMENTS ARE HEREBY PROVIDED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. FLORIDA STATUTES 177.091(28).
- IT IS THE RESPONSIBILITY OF THE PROPERTY OWNERS TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS-OF-WAY OF ROADS UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY LAKE COUNTY AND IN SUCH CASE, LAKE COUNTY SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER.
- COORDINATES SHOWN ARE ON FLORIDA STATE PLANE COORDINATE SYSTEM, HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983, AS READJUSTED IN 1990.
- LOT LINES ARE NON-RADIAL UNLESS NOTED AS (R)-DENOTING RADIAL LOT LINE.
- TRACT "A" IS HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE GOVERNORS LAKE COMMERCE CENTER PROPERTY ASSOCIATION.
- A CONSERVATION EASEMENT WITHIN TRACT "B" IS DEDICATED TO AND MAINTAINED BY GOVERNORS LAKE COMMERCE CENTER OWNERS ASSOCIATION, INC. SUBJECT TO A CONSERVATION EASEMENT AND RESTRICTIONS CONTAINED WITHIN OFFICIAL RECORDS BOOK 5371, PAGE 1975, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS GRANTED TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. NO CONSTRUCTION, CLEARING, GRADING OR ALTERATION TO THE CONSERVATION EASEMENT IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

MINIMUM BUILDING SETBACKS:

FRONT YARD: 70.00'
REAR YARD: 40.00'
NO SIDE SETBACK EXCEPT WHERE EASEMENTS ARE SHOWN ON THE SIDE YARD.
NO BUILDINGS PERMITTED IN EASEMENT AREAS.

PREPARED BY:
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711

-NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

JOINDER AND CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE A HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN, OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK , PAGE OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SHALL BE SUBORDINATE TO THE ABOVE DEDICATION. SIGNED AND DELIVERED IN THE PRESENCE OF: MAINSTREET COMMUNITY BANK 1515 STATE ROAD 50, CLERMONT, FL 34711

PRINTED NAME:

WITNESSED:

PRINTED NAME:

PRINTED NAME:

STATE OF FLORIDA COUNTY OF LAKE

THIS IS TO CERTIFY, THAT ON _____, BEFORE ME, AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED

TO ME KNOWN PERSONALLY OR BY DRIVERS LICENSE ID TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH MANAGING MEMBER THEREUNTO DULY AUTHORIZED AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

NOTARY SIGNATURE

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE ____ DAY OF _____ 2020 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

ATTEST: CITY OF CLERMONT

CITY CLERK MAYOR

PRINT NAME PRINT NAME

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, F.S., I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND FIND SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER, PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

NAME: JENNINGS E. GRIFFIN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4486
BOOTH, ERN, STRAUGHN & HIOTT, INC.
902 N. SINCLAIR AVE., TAVARES, FL 32778
(352-343-8481) LICENSED BUSINESS NO. 7514

DATE

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES.

DATE: _____

JEFFREY P. RHODEN, REGISTRATION # 5322
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711

PLAT BOOK:

PAGE:

DEDICATION

GOVERNORS LAKE COMMERCE CENTER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER ("OWNER") NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

ALL DRAINAGE & UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC. TRACT "A", FLOOD COMPENSATION AREA, IS HEREBY DEDICATED TO GOVERNORS LAKE COMMERCE CENTER PROPERTY ASSOCIATION. TRACT "B" IS DEDICATED TO AND MAINTAINED BY GOVERNORS LAKE COMMERCE CENTER OWNERS ASSOCIATION, INC., SUBJECT TO A CONSERVATION EASEMENT GRANTED TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED BY THE MANAGING MEMBER NAMED BELOW ON THE _____ DAY OF _____

SOUTH LAKE CONNECTOR, LLC
A FLORIDA LIMITED LIABILITY COMPANY

MICHAEL R. LANGLEY
MANAGING MEMBER

SIGNED IN THE PRESENCE OF WITNESSES:

WITNESS #1

WITNESS #2

BY: _____

BY: _____

PRINTED NAME

PRINTED NAME

STATE OF FLORIDA COUNTY OF LAKE

THIS IS TO CERTIFY, THAT ON _____, BEFORE ME, AN OFFICER AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED MICHAEL R. LANGLEY, MANAGING MEMBER, TO ME KNOWN PERSONALLY OR BY DRIVERS LICENSE ID TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH MANAGING MEMBER THEREUNTO DULY AUTHORIZED AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY SIGNATURE

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD

ON _____ AT: _____

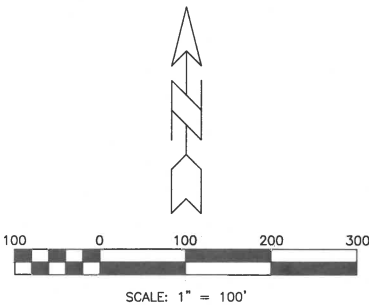
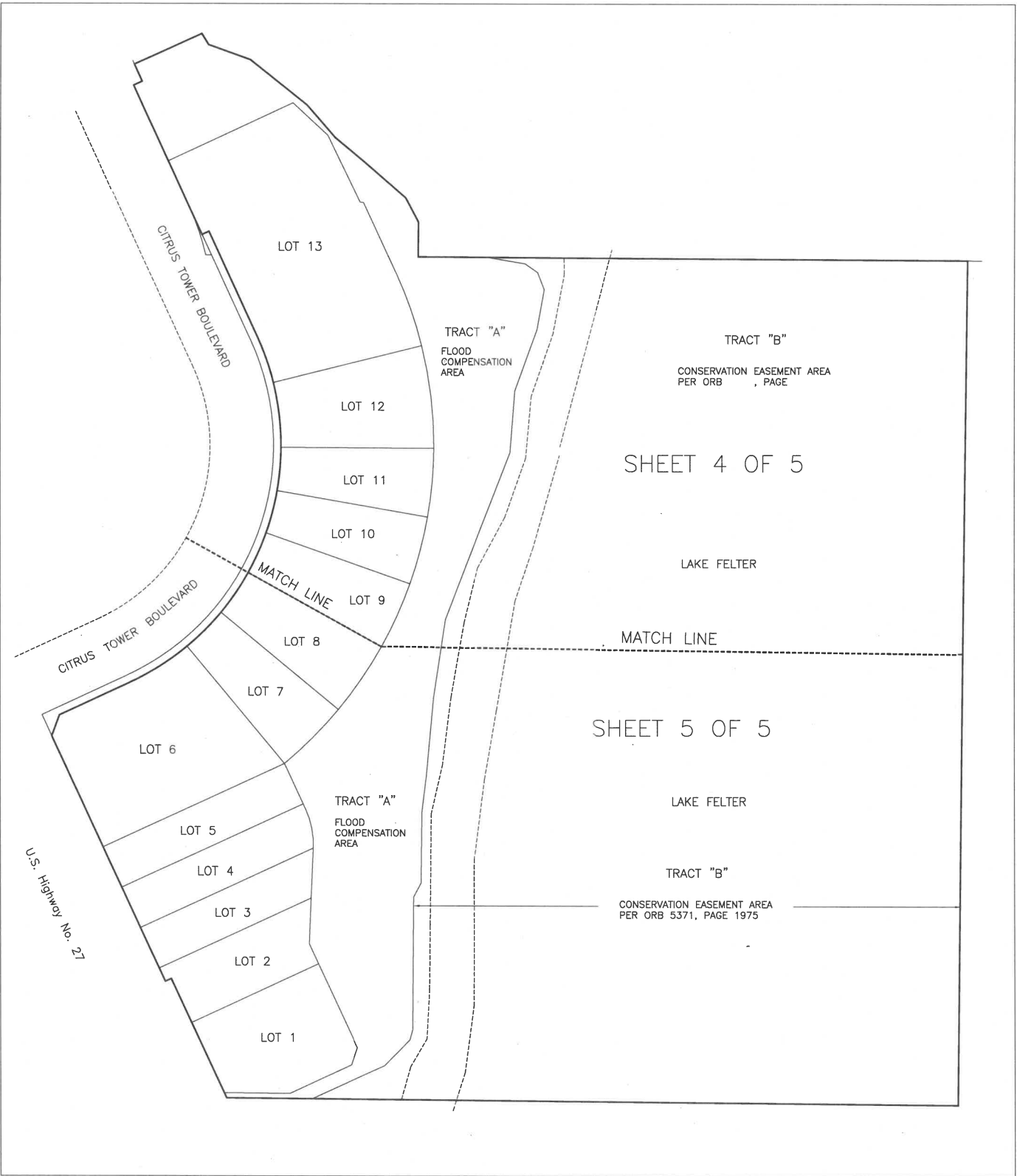
FILE NO. _____

CLERK OF THE CIRCUIT COURT
IN AND FOR LAKE COUNTY, FLORIDA

GOVERNORS LAKE COMMERCE CENTER

A portion of Section 5, Township 23 South, Range 26 East, Lake County, Florida, and a portion of Section 32, Township 22 South, Range 26 East, Lake County, Florida, and a replat of a part of Tract F, LOST LAKE, Plat Book 50, Pages 64 through 69, Public Records of Lake County, Florida, All in the City of Clermont, Florida.

KEY MAP



- LEGEND:
- DENOTES SET 4"x4" CONCRETE MONUMENT & DISK MARKED "PRM LB 6980"
 - △ DENOTES SET NAIL & DISK MARKED "PRM LB 6980"
 - DENOTES FOUND 4"x4" CONCRETE MONUMENT & DISK MARKED "LB 68"
 - DENOTES SET 1/2" IRON ROD & CAP MARKED "LB 6980"
 - & DENOTES AND
 - C DENOTES CURVE
 - C1 DENOTES CURVE NUMBER
 - (D) DENOTES DESCRIPTION BEARING AND/OR DISTANCES
 - DE DENOTES DRAINAGE EASEMENT
 - DULE DENOTES DRAINAGE, UTILITY & LANDSCAPE EASEMENT
 - INC DENOTES INCORPORATED
 - L DENOTES LINE
 - L1 DENOTES LINE NUMBER
 - LB DENOTES LICENSED BUSINESS
 - LLC DENOTES LIMITED LIABILITY COMPANY
 - NAVD DENOTES NORTH AMERICAN VERTICAL DATUM
 - NO. DENOTES NUMBER
 - ORB DENOTES OFFICIAL RECORDS BOOK RECORDED IN LAKE COUNTY, FL
 - (P) DENOTES PLAT DIMENSION
 - POB DENOTES POINT OF BEGINNING
 - PRM DENOTES PERMANENT REFERENCE MONUMENT
 - PSM DENOTES PROFESSIONAL SURVEYOR AND MAPPER
 - (R) DENOTES RADIAL LOT LINE.
 - R/W DENOTES RIGHT OF WAY
 - WJL DENOTES WETLANDS JURISDICTIONAL LINE
 - SEC. 5-23-26 DENOTES SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST
 - SEC. 32-22-26 DENOTES SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST
 - N: 1521734.922 DENOTES "NORTHING"
 - E: 422704.611 DENOTES "EASTING"
 - COORDINATES EXPRESSED IN FEET AND DECIMAL THEREOF.
 - I/E C-A P DENOTES INGRESS/EGRESS CROSS-ACCESS, PARKING, DRAINAGE, UTILITY & LANDSCAPE EASEMENT

PAGE:

OWNER: SOUTH LAKE CONNECTOR LLC
ORB 5166, PAGE 504

TRACT 4, LOST LAKE
PLAT BOOK 50, PAGES 64-69
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

TRACT F, LOST LAKE
Plat Book 50, Pages 64-69

N 64°58'55" E (P)
N 25°01'05" E (P)
S 31°57'47" E (P)
S 70°35'17" E (P)
S 50°37'14" E (P)
S 49°14'39" E (P)
S 28°23'32" E (P)
S 00°02'39" E 54.73' (P)

LAKE COUNTY REFERENCE POINTS:

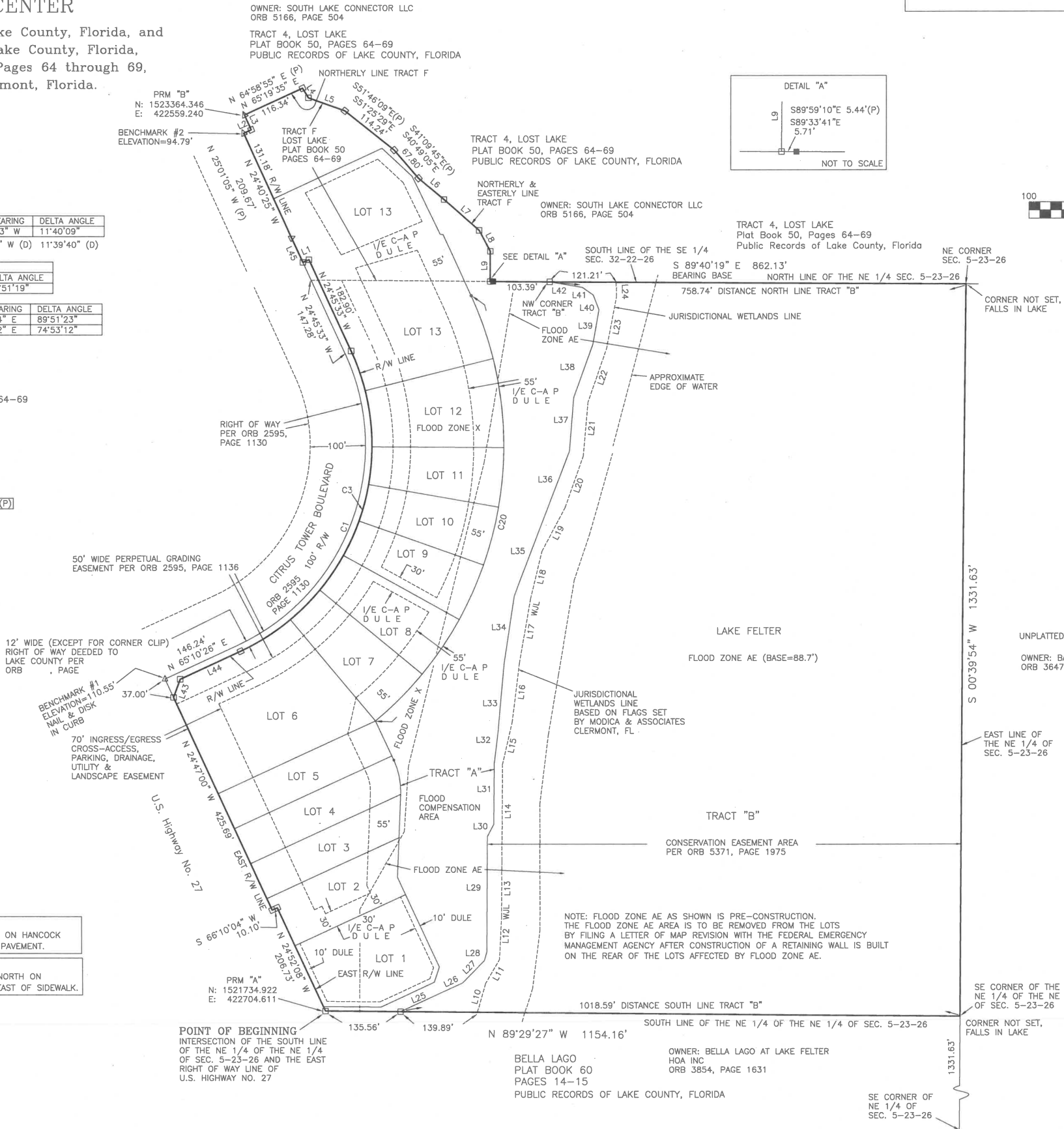
LK85 1997 N: 1,526,122.349 E: 429,131.785
AT INTERSECTION OF HANCOCK RD. & JOHNS LAKE RD. GO NORTH ON HANCOCK
RD. 0.4 MILES TO STATION ON THE LEFT. STATION IS 2' WEST OF PAVEMENT.

LK 175 N: 1,522,546.735 E: 429,160.593
AT INTERSECTION OF HANCOCK RD. & HARTWOOD MARSH RD. GO NORTH ON
HANCOCK 1.4 MILES TO STATION ON THE RIGHT. STATION IS 3.5' EAST OF SIDEWALK.

BEARING AND DISTANCE FROM COORDINATE PRMS's "A" & "B"

"A" TO LK85	1997 = N 55°40'52" E	7781.91'
"A" TO LK175	= N 82°49'58" E	6506.82'
"B" TO LK85	1997 = N 67°14'09" E	7127.76'
"B" TO LK175	= S 82°56'23" E	6651.79'

PREPARED BY:
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711



SEE SHEET 2 OF 5
FOR LEGEND

GOVERNORS LAKE COMMERCE CENTER

SHEET 4 OF 5

PLAT BOOK:

PAGE:

A portion of Section 5, Township 23 South, Range 26 East, Lake County, Florida, and a portion of Section 32, Township 22 South, Range 26 East, Lake County, Florida, and a replat of a part of Tract F, LOST LAKE, Plat Book 50, Pages 64 through 69, Public Records of Lake County, Florida, All in the City of Clermont, Florida.

TRACT 4, LOST LAKE
PLAT BOOK 50, PAGES 64-69
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
OWNER: SOUTH LAKE CONNECTOR LLC
ORB 5166, PAGE 504

OWNER: SOUTH LAKE CONNECTOR LLC
ORB 5166, PAGE 504
TRACT 4, LOST LAKE
PLAT BOOK 50, PAGES 64-69
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	400.00'	627.31'	564.97'	N 20°14'46" E	89°51'19"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C3	412.00'	646.13'	581.92'	N 20°14'44" E	89°51'23"
C10	412.00'	68.83'	68.75'	N 24°15'18" E	9°34'19"
C11	412.00'	68.83'	68.75'	N 14°40'58" E	9°34'19"
C12	412.00'	68.83'	68.75'	N 05°06'39" E	9°34'19"
C13	412.00'	103.25'	102.98'	N 06°51'15" W	14°21'29"
C14	412.00'	76.58'	76.47'	N 19°21'28" W	10°38'58"
C15	652.00'	121.36'	121.19'	S 19°21'56" E	10°39'55"
C16	652.00'	163.39'	162.96'	S 06°51'15" E	14°21'29"
C17	652.00'	108.93'	108.80'	S 05°06'39" W	9°34'19"
C18	652.00'	108.93'	108.80'	S 14°40'58" W	9°34'19"
C19	652.00'	108.93'	108.80'	S 24°15'18" W	9°34'19"
C20	652.00'	852.18'	792.80'	N 12°44'42" E	74°53'12"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	400.00'	81.47'	81.33'	N 18°57'23" W	11°40'09"
81.41' (D) N 19°11'15" W (D) 11°39'40" (D)					

TRACT 4, LOST LAKE
Plat Book 50, Pages 64-69
Public Records of Lake County, Florida

OWNER: SOUTH LAKE CONNECTOR LLC
ORB 5166, PAGE 504

NE CORNER
SEC. 5-23-26

CORNER NOT SET,
FALLS IN LAKE

LAKE FELTER
FLOOD ZONE AE (BASE=88.7')

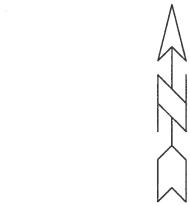
TRACT "B"
CONSERVATION EASEMENT AREA
PER ORB 5371, PAGE 1975

UNPLATTED

OWNER: BARDON PLANNING INC
ORB 3647, PAGE 1244

NOTE: FLOOD ZONE AE AS SHOWN IS PRE-CONSTRUCTION.
THE FLOOD ZONE AE AREA IS TO BE REMOVED FROM THE LOTS
BY FILING A LETTER OF MAP REVISION WITH THE FEDERAL EMERGENCY
MANAGEMENT AGENCY AFTER CONSTRUCTION OF A RETAINING WALL IS BUILT
ON THE REAR OF THE LOTS AFFECTED BY FLOOD ZONE AE.

SEE SHEET 2 OF 5
FOR LEGEND



SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 65°14'27" W	12.01'
L2	N 65°19'35" E	15.00'
L3	N 24°40'25" W	29.65'
L4	S 31°37'07" E	20.55'
L5	S 70°14'37" E	70.12'
L6	S 50°16'34" E	60.62'
L7	S 48°53'59" E	85.52'
L8	S 28°02'52" E	43.18'
L9	S 00°23'19" W	54.91'
L18	N 13°36'59" E	87.97'
L19	N 28°09'50" E	90.68'
L20	N 19°26'34" E	99.16'
L21	N 05°03'29" E	97.78'
L22	N 19°03'56" E	104.56'
L23	N 10°48'16" E	94.57'
L24	N 00°37'07" W	26.69'
L35	N 20°58'05" E	152.53'
L36	N 21°09'22" E	130.09'
L37	N 04°25'31" E	97.38'
L38	N 19°49'34" E	102.67'
L39	N 10°07'47" E	64.06'
L40	N 21°17'34" W	29.03'
L41	N 55°00'27" W	24.06'
L42	N 80°27'08" W	60.41'
L45	N 24°46'51" W	49.13'
L47	S 83°20'19" E	5.36'

TRACT F, LOST LAKE
Plat Book 50, Pages 64-69

N 64°58'55" E (P)	N 25°01'05" E (P)
S 31°37'47" E (P)	S 70°35'17" E (P)
S 50°37'14" E (P)	S 49°14'39" E (P)
S 28°23'32" E (P)	S 00°02'39" E 54.73' (P)

PREPARED BY:
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711

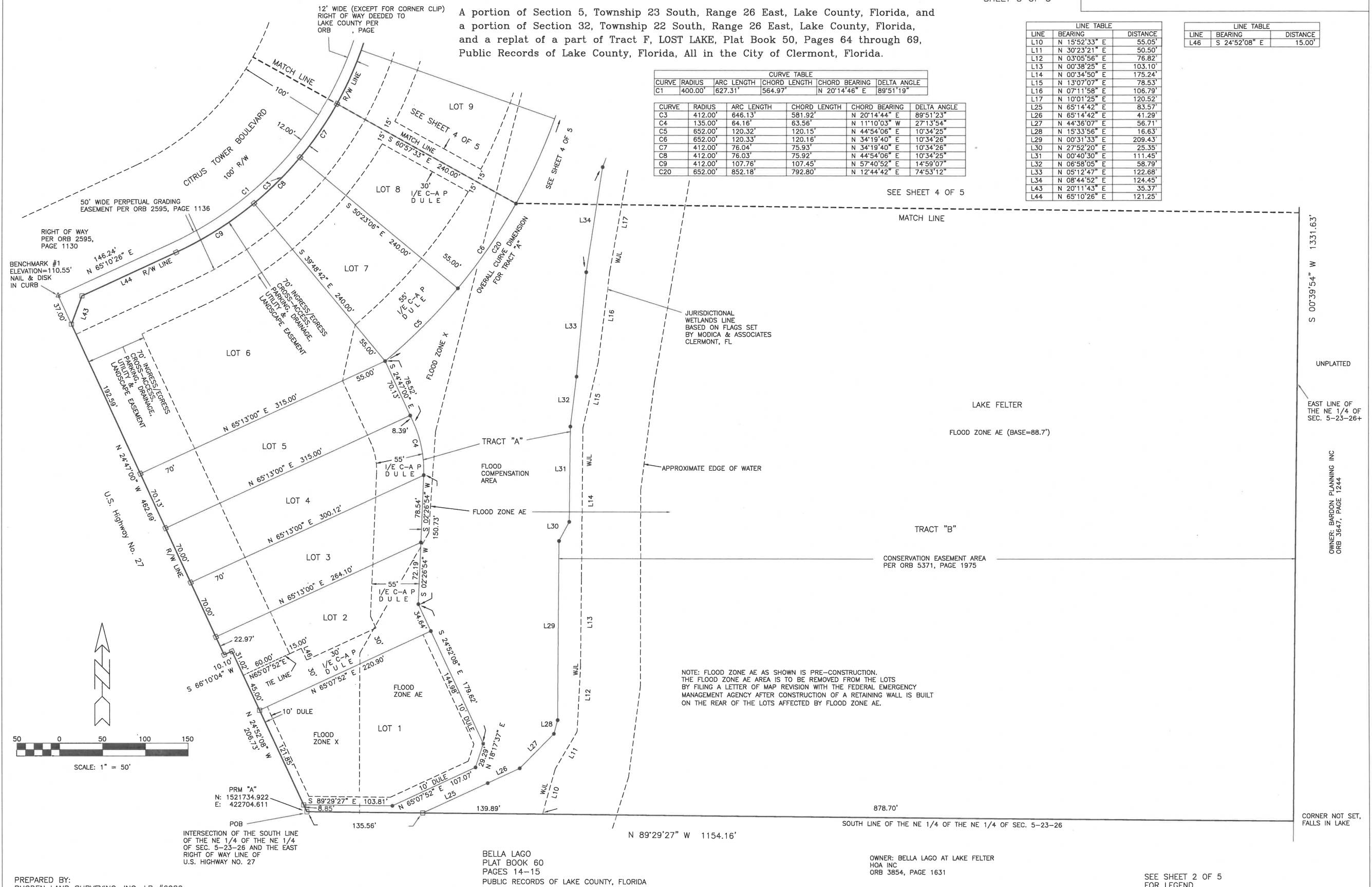
SHEET 5 OF 5

PAGE:

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	400.00'	627.31'	564.97'	N 20°14'46" E	89°51'19"
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C3	412.00'	648.13'	581.92'	N 20°14'44" E	89°51'23"
C4	135.00'	64.18'	64.56'	N 11°10'03" W	27°13'54"
C5	652.00'	120.32'	120.15'	N 44°54'06" E	10°34'25"
C6	652.00'	120.33'	120.16'	N 44°54'06" E	10°34'26"
C7	412.00'	76.04'	75.93'	N 34°19'40" E	10°34'26"
C8	412.00'	76.03'	75.92'	N 44°54'06" E	10°34'25"
C9	412.00'	107.76'	107.45'	N 57°40'52" E	14°59'07"
C20	652.00'	852.18'	792.80'	N 12°44'42" E	74°53'12"

LINE TABLE		
LINE	BEARING	DISTANCE
L10	N 15°52'33" E	55.05'
L11	N 30°23'21" E	50.50'
L12	N 03°05'56" E	76.82'
L13	N 00°38'58" E	103.16'
L14	N 00°34'50" E	175.24'
L15	N 13°07'07" E	78.53'
L16	N 07°11'58" E	106.79'
L17	N 10°01'25" E	120.52'
L25	N 65°14'42" E	83.57'
L26	N 65°14'42" E	41.29'
L27	N 44°36'07" E	56.71'
L28	N 15°33'56" E	16.63'
L29	N 00°31'33" E	209.43'
L30	N 27°52'08" E	25.35'
L32	N 00°30'30" E	25.35'
L33	N 06°58'05" E	58.79'
L34	N 05°12'47" E	122.68'
L35	N 08°44'52" E	124.45'
L43	N 20°11'43" E	35.37'
L44	N 65°10'26" E	121.25'

LINE TABLE		
LINE	BEARING	DISTANCE
L46	S 24°52'08" E	15.00'



PREPARED BY:
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711

BELLA LAGO
PLAT BOOK 60
PAGES 14-15
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

OWNER: BELLA LAGO AT LAKE FELTER
HOA INC
ORB 3854, PAGE 1631

SEE SHEET 2 OF 5
FOR LEGEND



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Recommend to approve a piggyback contract number FSA19-VEL27.0 from the Florida Sheriff's Association with Ring Power to purchase three (3) C7.1 Diesel Generators in the amount of \$349,993.83.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2003-003 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 Florida Sheriff's Association contract number FSA19-VEL27.0. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this contract is \$349,993.83 and is included in the current year approved budget. Account Code: 42535-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2003-003 RFI 2003-003.pdf		
2. Environmental Services Generators Environmental Services Generators.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the FL Sheriff's Association Contract to Purchase Generator

CONTACT INFORMATION:	RFI No. 2003-003	ISSUED DATE: March 3, 2020
Ramsey Gross Senior Purchasing Agent EMAIL: rgross@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>March 11, 2020 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 Senior Purchasing Agent by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Ring Power

(c) Contract Number and Title: FSA19-VEH 17.0 Heavy Trucks and Equipment. Specification #79

(d) Length of Contract: October 1, 2019 through September 30, 2020.

(e) Product or Service Provided: The City of Clermont is planning to purchase the following tractor:

Three (3) new 126-Caterpillar, XQ 570, 500 KW Mobile Generator package with options:

Downgrade to XQ230 BM: 200 Caterpillar Diesel generator with trailer and steel, sound attenuated enclosure, and electric brakes.

Startup commissioning included in base contract.

Ring Power to provide all time and material required to configure voltage selector system to supply customer required voltage (240V delta high leg, & 480V 3PH).

Includes all necessary updated to wiring and sensing controls.

(QTY 8) TAPC20BK75-L-L Power cable 2/0 Black 75 FT single hole tinned 3/8" compression lug. Single hole tinned 3/8" compression lug

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.

Ring Power®**Brooksville**
352-796-4978**Mulberry**
863-425-4951**Pompano Beach**
854-977-5010**Daytona Beach**
386-947-3363**Ocala**
352-732-2800**Sarasota**
941-753-7535**Gainesville**
352-371-9983**Orlando**
407-855-6195**Tallahassee**
850-562-2121**Jacksonville**
904-737-7730**Palm Bay**
321-952-3001**Tampa**
813-671-3700**Lake City**
386-755-3997**Perry**
850-584-2800**Tarpon Springs**
727-938-1515

Quote #: RB20-155 Date 02.28.20

Quote Per Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association

Quote Prepared for:

City of Clermont. Reference 2020 Mobile Unit
Purchases

Attn: Richard Cook. RCook@clermontfl.org

Lead Time: Factory Units: 23-25 Weeks Upon Receipt of Firm Purchase
Order. Ring Power Shall Utilize Existing Or Upcoming Caterpillar Inventory
Builds If Possible to Reduce Lead Time**(1) NEW CATERPILLAR C7.1 DIESEL GENERATOR****CONTRACT DETAILS****FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION****BID #:** FSA19-VEH17.0 Heavy Trucks & Equipment**SPECIFICATION #:** SPECIFICATION #79 500 KW Mobile Generator Package**EFFECTIVE:** OCTOBER 1, 2019 THROUGH SEPTEMBER 03,2020**BASE GENERATOR CONTRACT PRICING (SPEC #76)**

<u>Description</u>	<u>Contract Order Number</u>	<u>Price</u>
Item 126-Caterpillar, XQ 570, 500 KW Mobile Generator Package with Options	BASE BID	\$303,381.00
DOWNGRADE TO XQ230 BM: 200 Caterpillar Diesel Generator with Trailer & Steel	XQ230BM	-\$184,886.00
Sound Attenuated Enclosure, & Electric Brakes. Start Up Commissioning Included In Base Contract.		
PRICING		
	BASE CONTRACT	\$ 118,495.00

CONTRACT OPTIONS (SPEC #79)

<u>Description</u>	<u>Order Number</u>	<u>List Price</u>
No Caterpillar Factory Non Specified Options Provided.		
NON SPECIFIED OPTIONS SUB TOTAL		\$0.00
LESS SHERIFF'S 10% CONTRACT DISCOUNT		
NON-SPECIFIED CONTRACT OPTIONS, SALES PRICE		\$ 0.00

Accessories Specify Cost Plus 15% Reference FSA Contract Specification #76

<u>Description</u>	<u>Order Number</u>	<u>Price</u>
Ring Power to Provide all Time & Material Required to Configure Voltage Selector System to Supply Customer Required Voltage (240V Delta High Leg. & 480V 3PH) Includes All Necessary Updates to Wiring & Sensing Controls	\$2,000 + 15%	\$2,352.94
Description (QTY 8) TSPC20BK75-L-L Power Cable 2/0 Black 75 FT Single Hole Tinned 3/8" Compression Lug / Single Hole Tinned 3/8"Compression Lug	\$2,104.32 + 15%	\$2,474.67
ACCESSORIES SALES PRICE		\$4,872.61

TOTAL SALES PRICE PER CONTRACT \$123,322.61**ONE TIME RING POWER PREFERRED GOVERNMENTAL PARTNER ADDITIONAL DISCOUNT - \$6,658.00****TOTAL INVOICING AMOUNT PER UNIT \$116,664.61****TOTAL INVOICING AMOUNT QUANTITY THREE (3) UNITS \$349,993.83**F.O.B./TERMS Delivered to customer site, net due 30 days, Standard new machine warranty applies
SEE PG 3 FOR NOTES

Ring Power**Brooksville**
352-796-4978**Mulberry**
863-425-4951**Pompano Beach**
854-977-5010**Daytona Beach**
386-947-3363**Ocala**
352-732-2800**Sarasota**
941-753-7535**Gainesville**
352-371-9983**Orlando**
407-855-6195**Tallahassee**
850-562-2121**Jacksonville**
904-737-7730**Palm Bay**
321-952-3001**Tampa**
813-671-3700**Lake City**
386-755-3997**Perry**
850-584-2800**Tarpon Springs**
727-938-1515**PLEASE REVIEW NOTES CAREFULLY:**

1. Ring Power is Quoting To Intent Of Customer Request. No Specification or Engineered Plans Provided Or Reviewed.
2. The Above Price Includes Start-Up, Testing, And Customer Training (During Normal Business Hours, Monday-Friday, 8 Am - 4pm).
3. Approved Submittals Are Required Prior To The Ordering Of Equipment Unless Written Approval of Order Without Submittals Is Received From the Customer
4. Ring Power Will Be Supplying Equipment As Described In The Attached Documentation.
5. Coordination Studies Are Not Included In This Proposal Unless It Appears As A Line Item In The Body Of The Quotation And Should Be Not Assumed As Provided.

Thank You For Considering Ring Power Systems For Your Generator Needs

X Rainer Berry

Rainer Berry
Ring Power Corporation
Electric Power Generation Sales
(904) 679-9706 Cell

Ring Power appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association, Florida Association of Counties and the Florida Fire Chiefs' Association Contract. We look forward to serving your equipment needs throughout the future.

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850-584-2800**Tarpon Springs**
727-938-1515

Quote #: RB20-155 Date 02.28.20

Quote Per Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association

Quote Prepared for:

City of Clermont. Reference 2020 Mobile Unit
Purchases

Attn: Richard Cook. RCook@clermontfl.org

Lead Time: Factory Units: 23-25 Weeks Upon Receipt of Firm Purchase
Order. Ring Power Shall Utilize Existing Or Upcoming Caterpillar Inventory
Builds If Possible to Reduce Lead Time**(1) NEW CATERPILLAR C7.1 DIESEL GENERATOR****CONTRACT DETAILS****FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION****BID #:** FSA19-VEH17.0 Heavy Trucks & Equipment**SPECIFICATION #:** SPECIFICATION #79 500 KW Mobile Generator Package**EFFECTIVE:** OCTOBER 1, 2019 THROUGH SEPTEMBER 03,2020**BASE GENERATOR CONTRACT PRICING (SPEC #76)**

<u>Description</u>	<u>Contract Order Number</u>	<u>Price</u>
Item 126-Caterpillar, XQ 570, 500 KW Mobile Generator Package with Options	BASE BID	\$303,381.00
DOWNGRADE TO XQ230 BM: 200 Caterpillar Diesel Generator with Trailer & Steel	XQ230BM	-\$184,886.00
Sound Attenuated Enclosure, & Electric Brakes. Start Up Commissioning Included In Base Contract.		
PRICING		
	BASE CONTRACT	\$ 118,495.00

CONTRACT OPTIONS (SPEC #79)

<u>Description</u>	<u>Order Number</u>	<u>List Price</u>
No Caterpillar Factory Non Specified Options Provided.		
NON SPECIFIED OPTIONS SUB TOTAL		\$0.00
LESS SHERIFF'S 10% CONTRACT DISCOUNT		
NON-SPECIFIED CONTRACT OPTIONS, SALES PRICE		\$ 0.00

Accessories Specify Cost Plus 15% Reference FSA Contract Specification #76

<u>Description</u>	<u>Order Number</u>	<u>Price</u>
Ring Power to Provide all Time & Material Required to Configure Voltage Selector System to Supply Customer Required Voltage (240V Delta High Leg. & 480V 3PH) Includes All Necessary Updates to Wiring & Sensing Controls	\$2,000 + 15%	\$2,352.94
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727-938-1515**PLEASE REVIEW NOTES CAREFULLY:**

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number 20-0413 from Lake County with Deiger Service Corporation dba Superior Fire of Florida to provide inspection and maintenance of fire extinguishers.		
Staff Report		
The Purchasing Department, Fire Department and Public Works Department recommend approval of the above action. At the request of the Fire Department and Public Works, the Purchasing Department sought a contract from Lake County number 20-0413, to provide inspection and maintenance services of fire extinguishers. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2003-004 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 number 20-0413. The Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual amount of this contract is \$50,000 and is included in the current year approved budget. Account Code: 10549-54600		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2003-005	RFI 2003-005.pdf	
2. ITB 20-0413	20-0413.pdf	
3. 20-0413 Bid Tabulation	20-0413 Bid Tabulation.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Lake County Contract for Fire Extinguisher Services

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2003-004	ISSUED DATE: March 4, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>March 13, 2020 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: Fire Department/Public Works
- (b) Company Information: Deiger Service Corporation dba Superior Fire of Florida
- (c) Contract Number and Title: 20-0413/Fire Extinguisher Services
- (d) Length of Contract: 1 Year(s) w/optional four (4) one-year renewals.
- (e) Product or Service Provided: To provide inspection and maintenance of fire extinguishers.

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.

**AGREEMENT FOR
FIRE EXTINGUISHERS – PORTABLE AND FIXED EXTINGUISHING
SYSTEMS
ITB# 20-0413**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, referred to in this Agreement as COUNTY, and Deiger Service Corporation, d/b/a Superior Fire of Florida, a Florida corporation, its successors and assigns, referred to in this Agreement as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #20-0413 seeking firms or individuals qualified to provide portable and fixed fire extinguishers, accessories, and provide for their inspection and maintenance; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The purpose of this Agreement is for CONTRACTOR to inspect all portable and fixed fire extinguishers within Lake County facilities and vehicles, and provide new extinguishers and accessories as needed, hereinafter referred to as the "Project/Service."
3. Scope: On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide all labor, materials and equipment to complete the project or service ("Project/Service") in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures.
4. Term: The term of this Agreement shall be for one (1) year with the option of four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement. Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONTRACTOR'S responsibility to request in writing any pricing adjustment under this provision.

5. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service. CONTRACTOR will remain appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement.

6. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

7. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Sheet which is attached as **Attachment B** to this Agreement and which is made a part of this Agreement by reference. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

8. Rates: All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONTRACTOR'S hourly labor rate. At no time will there be a charge less than \$25.00 showing on an invoice.

9. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

10. Invoice: CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed ten (10) calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All invoices will be accompanied by the PDF documentation required in the record keeping portion of this Scope of Services. The pricing section will include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONTRACTOR will be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour will be calculated into fifteen (15) minutes increments. The invoice will also include

the price of the part to the CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

11. Reports: CONTRACTOR will submit progress invoice no later than the 15th of each month to the Office of Facilities Management, 32400 C.R. 473, Leesburg, Florida 34788. All invoices will contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts or materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Project/Service and are shown on the invoice, they will be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket will be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. CONTRACTOR will also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of contract and this Agreement may be terminated. Final invoices will include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. Project/Service \$25,000 and Under: The COUNTY will provide a lump sum payment when all Project/Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR will submit a fully documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY; or

B. Project/Service Greater than \$25,000: The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Project/Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for the COUNTY to provide payment, the CONTRACTOR will submit a fully documented invoice that provides the basic information set forth below.

12. Funding: In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

13. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within thirty (30) calendar days of the anniversary date of the Agreement and only after the Agreement has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement,

no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. The following apply:

A. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the Agreement.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and will entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the CONTRACTOR'S operations in connection with the CONTRACTOR'S performance of the Agreement.

D. All Price Redeterminations will be calculated as demonstrated in this example:
Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50
Base index PPI - \$179.20
PPI increase dollars \$21.30
PPI increase percentage ($\$21.30 \div \$179.20 = .1189$) 11.9%
Unit cost of the service is: \$100.00
30% of \$100.00 is directly attributed to the redetermination category \$30.00
 $\$30.00 \times 11.9\% = \3.57

New unit price is
(\$100 + \$3.57) \$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

14. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this Agreement. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

15. Contract Documents.

A. Definitions: For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings; the Scope of Services, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement. It is the intent of the contract documents to describe a functionally complete Project/Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project/Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the Project/Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate fully with the COUNTY and with other contractors on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, CONTRACTOR will immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

16. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Project/Service and will not again be employed on the Project/Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the

CONTRACTOR during the term of this Agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Superintendent: CONTRACTOR will at all times have at the Project/Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Project/Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Project/Service.

F. Employee Documentation: If required by the COUNTY for a Project and/or Service, CONTRACTOR will provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Project and/or Service. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the contract period for the Project and/or Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one (1) PDF attachment that will be titled with the Company's name, the person's name, and the person's birthdate.

Example: ACME Plumbing - John H. Smith - 10/10/96. The documentation will include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects and/or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the Contractor will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". CONTRACTOR will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and/or denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. At no time will personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, and/or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR will immediately notify the COUNTY'S Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00

fee for each lost, stolen, or damaged card and/or key. All fees due will be deducted from the CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then a quarterly report due the first week of the month in January, April, July, and October for all employees currently being utilized for Projects and/or Services for the COUNTY. All additions and/or changes will be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized excel form at contract initiation that will be used. Reports will be provided for the duration of the Project and/or Service. The report will be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports will include the following information Individual's name, birthdate, and driver's license number, Identification badge/proximity card number, All facilities where the employee works, All facilities accessible by proximity card or key, The date the identification badge/proximity card was issued, Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage, and The date that the individual left employment of the contractor and the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and/or representatives of CONTRACTOR that are utilized for Project/Service for the COUNTY. CONTRACTOR will contact the COUNTY'S Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three (3) business days of dismissal or leave. At the completion of the Project and/or Service the CONTRACTOR will, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

- i. In the event that CONTRACTOR needs to hire a subcontractor to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the subcontractor will be indicated on the estimate and the invoice. CONTRACTOR will be allowed to assess a percentage of up to fifteen percent (15%) above the actual cost of the subcontractor. A copy of the subcontractor's invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. Within five (5) calendar days after the award of any subcontract, CONTRACTOR will deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.
- ii. CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

- iii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iv. CONTRACTOR will cause its subcontractors and suppliers to comply with the Project/Service schedule and applicable sub-schedules.
- v. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

N. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Project/Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

O. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project/Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

17. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by

the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Project/Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time will the specified work interfere with the regular operating hours of Lake County.

I. CONTRACTOR must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time will CONTRACTOR use COUNTY cleaning supplies or

equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. ***PLEASE NOTE: If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.***

J. CONTRACTOR will confine all equipment, materials and operations to the Project/Service site and areas identified in the contract documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- iv. The primary route of entry and symptoms of exposure.
- v. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

- viii. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

18. Facilities Provisions.

A. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two (2) days of the damage to any underground utilities.

B. General Inspection Requirements:

i. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

ii. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

iii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven (7) calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract documents.

iv. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance of the Project/Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

v. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement.

In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

vi. When all or a portion of the cost of Project/Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this Agreement.

19. Project/Service Materials and Storage:

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project/Service, except where recycled content is specifically requested, will be new, unused, of recent manufacture, and suitable for its intended purpose. All goods will be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR'S expense and this Agreement may be terminated or (2) the COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR'S expense.

B. Materials will be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work,

materials will be the sole responsibility of CONTRACTOR and CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, CONTRACTOR will furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

20. Time for Completion and Extensions:

A. Purchase orders will be issued for Project/Services to CONTRACTOR. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Project/Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

21. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change,

whether the change order is considered alone or with all other changes during the course of the Project/Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original Agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum five percent (5%) markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. —

C. The COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs and time associated with the work authorized by such change order.

D. Execution by CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this Agreement.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

22. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two (2) business days after the commencement of the event giving rise to such claim or CONTRACTOR

will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work".

B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME WILL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. Acceptance of the Work and Final Payment: The work and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

24. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project/Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Project/Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

25. Maintenance of Work: CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

26. Final Acceptance: When the Project/Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Project/Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have ten (10) calendar days to correct all deficiencies. An eighty-dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

27. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Project/Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

28. Termination of CONTRACTOR'S Responsibilities: This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

29. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

30. Warranties:

A. All warranties will begin on the date of the COUNTY'S acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans or specifications. CONTRACTOR will obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project/Service.

B. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. If sod is used as part of an individual Project/Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of

such deficiency in writing. If CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Project/Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

F. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above described sum. If CONTRACTOR is in default for not completing the Project/Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Project/Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

31. **Sanitation:** If the Project/Service does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project/Service. These conveniences will be maintained at all times without nuisance, and their use will be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

32. Submittals and Equal Products:

A. Submittals of products required for the Project/Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Project/Service has been identified in the specifications by a brand name and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR'S response. To ensure that sufficient information is available, CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

33. Fees: The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The eighty-dollar (\$80.00) fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project/Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day

Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day
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34. Termination: This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be canceled, and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

35. Assignment of Agreement: This Agreement will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

36. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request

and must be received and accepted by the COUNTY prior to contract execution or 23 before any work begins. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

37. Indemnity: The CONTRACTOR will indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the

negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

38. Independent Contractor: CONTRACTOR, and all its employees, agree that they will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

39. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this Agreement.

40. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

41. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

42. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

43. Accuracy: CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

44. Right to Audit:

A. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR will provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR will retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

C. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

D. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

45. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, **transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties**. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

46. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

47. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the Agreement will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

48. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property will either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. Furthermore, if the Project/Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services

back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

49. Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party.

50. Accident Notification: If in the course of completing work as part of this Agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

51. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT purchasing@lakecountyfl.gov.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

52. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida.

53. Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

54. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

55. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

56. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

57. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

58. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

59. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

60. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

61. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this Agreement is specific to a COUNTY Department, it is agreed and understood that any COUNTY department may avail itself of this Agreement and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY department(s).

62. The CONTRACTOR will act as the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

63. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

64. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject

hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

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

If to CONTRACTOR:

Deiger Service Corporation
d/b/a Superior Fire of Florida
Antoine Azolin
397 Enterprise Street, Unit C
Ocoee, FL 34761

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

DEIGER SERVICE CORPORATION
d/b/a Superior Fire of Florida

Signed: _____

Antoine Azolin

License #: A245-010-68-228-0

This 13th day of JANUARY, 20 20

Agreement for Fire Extinguishers – Portable and Fixed Extinguishing Systems; RFP #20-0413

COUNTY

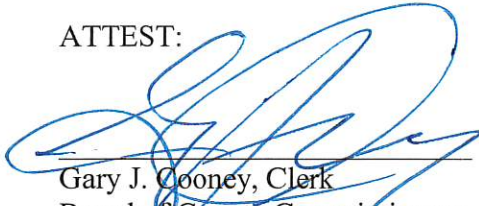
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Leslie Campione, Chairman

This 13th day of February, 2020.

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:


Melanie Marsh, County Attorney

FIRE EXTINGUISHERS - PORTABLE AND FIXED EXTINGUISHING SYSTEMS:

Lake County is seeking a company that is properly trained, certified, and licensed to inspect all portable and fixed fire extinguishers within Lake County facilities and vehicles. All County-owned fire extinguishers shall be inspected and maintained in accordance with the current adopted National Fire Protection Association (NFPA) standards, along with any regulations of national, state, and local authorities. Each individual performing the work of servicing, recharging, repairing, hydrotesting, installing, testing, or inspecting fire extinguishers must be licensed in accordance with current requirements of Chapter 633, Florida Statutes. The contract derived from this solicitation shall allow the County to purchase new extinguishers and accessories as needed.

The Contractor shall make a minimum of one annual inspection of all fire extinguishers including those within County facilities, County vehicles, Office of Parks and Trails locations, Office of Emergency Medical Services (EMS) vehicles, and Office of Fire Rescue vehicles. The Contractor will coordinate through the Office of Fleet Management for inspections of those vehicles utilized by the Office of EMS, and Office of Fire Rescue. The Office of Parks and Trails will coordinate with the Contractor to schedule the inspection of their extinguishers, as needed. The inspection by the Contractor of the fire extinguishers within the County facilities will be coordinated through the Office of Facilities Management. These are five (5) different entities with five (5) different operating budgets that shall be treated independently when inspections are being conducted. For example, when completing inspections on a building such as a Fire Station, no fire extinguishers attached to a fire vehicle shall be recorded on the same report that is being created for the building.

Lake County has several facilities located around the County. It will be the Contractor's responsibility to drive to each of the facilities to complete the inspections. There will be no additional compensation for the cost of travel time. This should be taken into consideration when the Contractor is considering per unit cost of the inspection. The Contractor shall provide the County's Project Manager with an anticipated schedule a minimum of ten (10) calendar days prior to the date of the inspection. Once a week, an updated schedule shall be provided to the County's Project Manager. It shall show all facilities completed that week and those anticipated to be completed in the upcoming week.

The Contractor shall supply the inspection forms that are needed. The Contractor shall supply to the County's Project Manager a copy of all inspection forms for review and approval before any inspections commence.

The Contractor must ensure that at no time a County facility or vehicle is left without the proper fire extinguishing equipment.

Although Lake County will make every effort to have multiple extinguishers for the Contractor to service when called out or when doing the annual inspections, there is no guarantee as to the number that will need to be serviced during a service call. There shall be no minimum ordering requirement. The County will not pay a minimum order charge or handling charge.

Barcode System:

The County is interested in initiating a bar code system for the fire extinguishers. As part of this solicitation the Contractor shall provide an additional price per extinguisher to provide a bar code system designed for this type of equipment. Some examples of acceptable barcode programs are provided by General Data, Diversified Fire & Safety, MSS Software, My Asset Tag. The awarded Contractor shall work closely with the County's Information Technology (IT) Department to insure compatibility with new system.

General Requirements:

The Contractor shall perform any necessary maintenance, repairs, testing, and recharging in accordance with all current applicable NFPA requirements and all state, federal and local fire rules, laws, regulations, and ordinances.

1. ANNUAL MAINTENANCE AND CERTIFICATION

The Contractor shall provide annual inspection services for the prices set forth in the pricing sheet. The services listed below shall included at a minimum:

- a) All work is to be performed to NFPA standards and state and local codes.
- b) All portable fire extinguishers service shall comply with NFPA 10 (Standard for portable fire extinguisher 2018 edition).
- c) Visual inspection of all extinguishers annually on site
- d) Perform hydrostatic/ six-year maintenance tests if needed
- e) Weighing the extinguishers
- f) Visual inspection of pressure gauges
- g) Removal or replacement of tamper seals and safety pull pins (tamper seals are to be included in the inspection fee).
- h) Removal of discharge hoses and check for continuity
- i) Inspection of valve assemblies
- j) Cleaning and re-hanging of all extinguishers
- k) Review of extinguisher placement, sizes and types
- l) Each fire extinguisher shall have a tag or label securely attached that indicates that maintenance was performed. The information on the tag or label, as a minimum, shall be shall identify the following:
 - a. Month and year the maintenance was performed
 - b. An easily determined date that the maintenance will expire.
 - c. Person performing the work
 - d. Name of the agency performing the work
 - e. Serial number.

2. SIX (6) YEAR INSPECTION

When required, a six (6) year inspection of the fire extinguishers shall be completed. This inspection includes but is not limited to:

- a) The bottle is to be emptied.
- b) An internal and external corrosion examination must be completed per the procedures as detailed in the manufacturer's service manual and NFPA standards.
- c) The valve assembly must be dismantled, cleaned, inspected, lubricated, and reassembled with a new O-ring. Any parts of the valve assembly that show wear or are defective must be replaced as part of the inspection. A properly stamped verification and service collar must be installed.
- d) The information concerning this inspection shall be recorded on a metallic label, or similar durable material, affixed to each extinguisher. The information recorded on this label shall include as a minimum:
 - i. the month and year the maintenance was performed
 - ii. the initials or name of the person performing the service
 - iii. the name of the service company
- e) Old maintenance labels must be removed at the time any new labels are affixed to the extinguisher.
- f) The price provided on the pricing sheet shall be all inclusive and include but not be limited to, all labor, any extinguishing agent, and any parts that are needed to properly complete a six (6) year inspection.
- g) If the Contractor chooses to exchange a fire extinguisher within a Lake County facility in lieu of completing the six (6) year or hydrostatic inspection on the one in place, the replacement fire extinguisher shall be of the compatible age and condition. At no time shall an older extinguisher or one that is not in the same condition or appearance be allowed to be used as a replacement.

The cost associated with the six (6) inspection shall be for all costs to complete the inspection. No additional charges shall be included.

3. TWELVE (12) YEAR HYDROSTATIC INSPECTION/TEST

The hydrostatic inspection shall include all of the items of a six (6) year inspection and include the following:

- a) Hydrostatic testing shall be performed by persons who are trained in pressure testing procedures and safeguards complying with NFPA 7.1.2 and who have testing equipment, facilities, and an appropriate manufacturer's service manual(s) available.
- b) Pressure gauges used on hydrostatic test equipment shall be calibrated at least semiannually. A copy of a calibration report shall be supplied to the county after each calibration.
- c) Personnel performing hydrostatic testing shall be certified by an organization with a certification program acceptable to the authority having jurisdiction.
- d) A hydrostatic test shall always include both an internal and an external visual examination of the cylinder. If the cylinder shows evidence of dents, mechanical injury, or corrosion, it is to be condemned.

- e) Hydrostatic testing shall be conducted using water or another compatible non-compressible fluid as the test medium and shall be tested at a pressure three (3) times the extinguishers operating pressure.

The cost associated with the hydrostatic inspection shall be for all costs to complete the inspection. No additional charges shall be included.

4. INSPECTION REPORTS

A complete, legible, and accurate report of all compliant and non-compliant extinguishers will be supplied to Lake County via e-mail upon completion of an inspection. A copy of the report shall also be included with the invoice. Recorded on this inspection report shall be a minimum of the following information:

- a) The Company name and license number
- b) The inspectors name and permit number
- c) Date
- d) Building location
- e) Fire extinguisher location
- f) Type and size of fire extinguisher
- g) Fire extinguisher serial number
- h) Last date of six (6) year and hydrostatic inspection if applicable.

5. RECHARGING

The Contractor shall recharge any rechargeable-type extinguisher after any use or as indicated by an inspection or when performing maintenance. When performing the recharging, the recommendation of the manufacturer shall be followed. The cost shown on the pricing sheet shall be for all needed materials and supplies to provide a fully functional extinguisher.

6. REMOVAL OF OLD UNITS

The Contractor shall, at no charge to the County, remove and dispose of old fire extinguishers at all sites. The Contractor shall also install new extinguishers when authorized by the County's Project Manager. New fire extinguishers may also be provided by Lake County.

7. FIXED EXTINGUISHING SYSTEMS

All NFPA, local, state, and national guidelines and codes shall be followed. At an interval of two (2) times a year the Contractor shall be responsible that all hoods, grease removal devices, fans, ducts, and other appurtenances are cleaned to bare metal. After the proper cleaning has taken place, a properly trained, qualified, and certified company or person

shall inspect the entire exhaust system. The Detention Center hood system shall be pressure washed as required in NFPA.

As a minimum, the Contractor shall complete the following:

- a) Visually inspect appliance location and layout for nozzle coverage
- b) Visually inspect all surface, duct and plenum nozzles
- c) Verify there are no signs the system has been activated or tampered with
- d) Check pressure gauges for proper PSI
- e) Take system out of service to avoid discharge of agent
- f) Test the detection line by cutting a fusible link
- g) Change fusible links twice a year (cost included in inspection price)
- h) Replace protective blow off caps as needed
- i) Test proper operation of gas shutoff valve(s)
- j) Test proper operation of micro switch(s)
- k) Test proper operation of the remote pull station
- l) Verify activation of system activates fire alarm system
- m) Check for system 12 Year test dates
- n) Document any discrepancies and need for repairs
- o) Verify distributor emergency contact information is on system
- p) Inspection and service tag properly completed and attached to system
- q) Put the cooking system back into service
- r) Verify the fire alarm system is placed back into operation
- s) Inspect for any changes in the hazard area that may affect the performance and reliability of the fire Suppression system

A complete report from the pressure washing and system inspection shall be forwarded to the County's Project Manager via email and a copy shall be included with the invoice submitted.

PRICE REDETERMINATIONS

The Contractor may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations shall be made within thirty (30) calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

- A. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages or fuel. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right

to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

- B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the [Statistics Site](#). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.
- C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor's employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.
- D. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

ATTACHMENT A – SCOPE OF WORK/SERVICES

20-0413

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	- <u>\$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- E. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

Attachment B, 20-0413 Pricing Sheet
Superior Fire Of Florida

Section 1 - Fixed Extinguishing Systems

Location	Description of Service	Quantity per Year	Price Each	Total Price
Detention Center	exhaust hood pressure washing four section combined hood with one fan as needed.	4	\$1,000.00	\$4,000.00
Detention Center inspection. (Four system bottles)		2	\$220.00	\$440.00
FS 13 Paisley	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$50.00	\$100.00
FS 14 Altoona	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$50.00	\$100.00
FS 78 Lake Jem	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$50.00	\$100.00
FS 110 Clermont	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$50.00	\$100.00
Fuel Depot Astatula Pressure washing	Pressure Washing of canopy	1	\$185.00	\$185.00
Fuel depot Astatula inspection	Prochem System Inspection Services, 12 System Bottles includes Co2 Cartridge as needed.	2	\$400.00	\$800.00
Total Section 1, Fixed Extinguishing Systems Cost				\$5,825.00

Section 2 - Inspection of Portable Fire Extinguishers

	Estimated Quantity	Price Each	Total Cost
County Vehicle Fire Extinguisher Inspections	1,500	\$2.50	\$3,750.00
Facilities Building Fire Extinguisher Inspections	800	\$2.50	\$2,000.00
Public Safety Fire Extinguisher Inspections	144	\$2.50	\$360.00
Lake EMS Fire Extinguisher Inspections	137	\$2.50	\$342.50
Total Section 2, Estimated Inspection Cost			\$6,452.50

Section 3 - Additional Products and Services as needed and properly authorized by the County Representative

	Est. Quantity	Price Each	Total Cost
Recharge Services - Includes new O-ring, Chemical, and any misc. materials needed.	5 lbs ABC extinguisher	\$12.00	\$12.00
	10 lbs ABC extinguisher	\$18.00	\$18.00
	20 lbs ABC extinguisher	\$25.00	\$25.00
	5 lbs Co2 extinguisher	\$30.00	\$30.00
	10 lbs Co2 extinguisher	\$40.00	\$40.00
	20 lbs. Co2 extinguisher	\$55.00	\$55.00
	5 lbs Purple K extinguisher	\$17.00	\$17.00
	10 lbs Purple K extinguisher	\$20.00	\$20.00
	20 lbs Purple K extinguisher	\$27.00	\$27.00
	5 lbs Halatron extinguisher	\$40.00	\$40.00
	10 lbs Halatron extinguisher	\$50.00	\$50.00
	20 lbs halatron extinguisher	\$50.00	\$50.00
6 year inspections Services - Includes new O-rings, Chemical, and any misc. materials needed.	5 lbs ABC extinguisher	\$12.00	\$1,200.00
	10 lbs ABC extinguisher	\$18.00	\$900.00
	20 lbs ABC extinguisher	\$25.00	\$125.00
	5 lbs Purple K extinguisher	\$17.00	\$51.00
	10 lbs Purple K extinguisher	\$20.00	\$60.00
	20 lbs Purple K extinguisher	\$27.00	\$81.00
	5 lbs Halatron extinguisher	\$40.00	\$40.00
	10 lbs Halatron extinguisher	\$50.00	\$50.00
	20 lbs halatron extinguisher	\$50.00	\$50.00
	5 lbs ABC extinguisher	\$18.00	\$1,350.00
Hydrostatic testing Services- Includes new O-ring, Chemical, and any misc. materials needed.	10 lbs ABC extinguisher	\$24.00	\$600.00

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	4.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	Gasoline
	9.00%

The County reserves the right to negotiate with the Awarded Vendor for additional services/items similar in nature not known at time of bid closing.

20-0413 Bid Tabulation

Section 1 - Fixed Extinguishing Systems

			All Florida Fire Equipment, St. Petersburg, FL		Superior Fire of Florida, Ocoee, FL	
Location	Description of Service	Quantity per Year	Price Each	Total Price	Price Each	Total Price
Detention Center	exhaust hood pressure washing four section combined hood with one fan	4	\$800.00	\$3,200.00	\$1,000.00	\$4,000.00
Detention Center inspection. (Four system bottles)	as needed.	2	\$300.00	\$600.00	\$220.00	\$440.00
FS 13 Paisley	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$150.00	\$300.00	\$50.00	\$100.00
FS 14 Altoona	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$150.00	\$300.00	\$50.00	\$100.00
FS 78 Lake Jem	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$150.00	\$300.00	\$50.00	\$100.00
FS 110 Clermont	Inspection of Guardian III G300-B Fixed extinguishing system	2	\$150.00	\$300.00	\$50.00	\$100.00
Fuel Depot Astatula Pressure washing	Pressure Washing of canopy	1	\$400.00	\$400.00	\$185.00	\$185.00
Fuel depot Astatula inspection	Prochem System Inspection Services, 12 System Bottles includes Co2 Cartridge as needed.	2	\$450.00	\$900.00	\$400.00	\$800.00
Total Section 1, Fixed Extinguishing Systems Cost				\$6,300.00		\$5,825.00

Section 2 - Inspection of Portable Fire Extinguishers

	Est. Quantity	Price Each	Total Cost	Price Each	Total Cost
County Vehicle Fire Extinguisher Inspections	1,500	\$4.00	\$6,000.00	\$2.50	\$3,750.00
Facilities Building Fire Extinguisher Inspections	800	\$4.00	\$3,200.00	\$2.50	\$2,000.00
Public Safety Fire Extinguisher Inspections	144	\$4.00	\$576.00	\$2.50	\$360.00
Lake EMS Fire Extinguisher Inspections	137	\$4.00	\$548.00	\$2.50	\$342.50
Total Section 2, Estimated Inspection Cost			\$10,324.00		\$6,452.50

Section 3 - Additional Products and Services as needed and properly authorized by the County Representative

		Est. Quantity	Price Each	Total Cost	Price Each	Total Cost
Recharge Services - Includes new O-ring, Chemical, and any misc. materials needed.	5 lbs ABC extinguisher	1	\$15.00	\$15.00	\$12.00	\$12.00
	10 lbs ABC extinguisher	1	\$20.00	\$20.00	\$18.00	\$18.00
	20 lbs ABC extinguisher	1	\$30.00	\$30.00	\$25.00	\$25.00
	5 lbs Co2 extinguisher	1	\$30.00	\$30.00	\$30.00	\$30.00
	10 lbs Co2 extinguisher	1	\$35.00	\$35.00	\$40.00	\$40.00
	20 lbs. Co2 extinguisher	1	\$35.00	\$35.00	\$55.00	\$55.00
	5 lbs Purple K extinguisher	1	\$15.00	\$15.00	\$17.00	\$17.00
	10 lbs Purple K extinguisher	1	\$15.00	\$15.00	\$20.00	\$20.00
	20 lbs Purple K extinguisher	1	\$30.00	\$30.00	\$27.00	\$27.00
	5 lbs Halatron extinguisher	1	\$50.00	\$50.00	\$40.00	\$40.00
	10 lbs Halatron extinguisher	1	\$100.00	\$100.00	\$50.00	\$50.00
	20 lbs halatron extinguisher	1	\$200.00	\$200.00	\$50.00	\$50.00
6 year inspections Services - Includes new O-rings, Chemical, and any misc. materials needed.	5 lbs ABC extinguisher	100	\$18.50	\$1,850.00	\$12.00	\$1,200.00
	10 lbs ABC extinguisher	50	\$20.50	\$1,025.00	\$18.00	\$900.00
	20 lbs ABC extinguisher	5	\$25.50	\$127.50	\$25.00	\$125.00
	5 lbs Purple K extinguisher	3	\$18.50	\$55.50	\$17.00	\$51.00
	10 lbs Purple K extinguisher	3	\$20.50	\$61.50	\$20.00	\$60.00
	20 lbs Purple K extinguisher	3	\$25.50	\$76.50	\$27.00	\$81.00
	5 lbs Halatron extinguisher	1	\$100.00	\$100.00	\$40.00	\$40.00
	10 lbs Halatron extinguisher	1	\$100.00	\$100.00	\$50.00	\$50.00
	20 lbs halatron extinguisher	1	\$100.00	\$100.00	\$50.00	\$50.00
Hydrostatic testing Services- Includes new O-ring, Chemical, and any misc. materials needed.	5 lbs ABC extinguisher	75	\$10.00	\$750.00	\$18.00	\$1,350.00
	10 lbs ABC extinguisher	25	\$10.00	\$250.00	\$24.00	\$600.00
	20 lbs ABC extinguisher	15	\$10.00	\$150.00	\$25.00	\$375.00
	5 lbs Co2 extinguisher	3	\$25.00	\$75.00	\$30.00	\$90.00
	10 lbs Co2 extinguisher	3	\$25.00	\$75.00	\$40.00	\$120.00
	20 lbs. Co2 extinguisher	1	\$25.00	\$25.00	\$55.00	\$55.00
	5 lbs Purple K extinguisher	1	\$10.00	\$10.00	\$19.00	\$19.00
	10 lbs Purple K extinguisher	1	\$10.00	\$10.00	\$24.00	\$24.00
	20 lbs Purple K extinguisher	1	\$10.00	\$10.00	\$25.00	\$25.00

	5 lbs Halatron extinguisher	1	\$10.00	\$10.00	\$40.00	\$40.00
	10 lbs Halatron extinguisher	1	\$10.00	\$10.00	\$50.00	\$50.00
	20 lbs halatron extinguisher	1	\$10.00	\$10.00	\$50.00	\$50.00
	Class K 6 liter	1	\$100.00	\$100.00	\$110.00	\$110.00
5 year inspection services - Includes new O-rings, Chemical, and any misc. materials needed.	5 lbs Co2 extinguisher	10	\$40.00	\$400.00	\$30.00	\$300.00
	10 lbs Co2 extinguisher	10	\$40.00	\$400.00	\$40.00	\$400.00
	20 lbs. Co2 extinguisher	10	\$40.00	\$400.00	\$55.00	\$550.00
5 year pressure water extinguisher inspection service, Includes new O-ring, Chemical, and any misc. materials needed.	2.5 gal	20	\$25.00	\$500.00	\$10.00	\$200.00
New Extinguisher - Includes inspection and mouting bracket	5 lbs ABC extinguisher	35	\$35.00	\$1,225.00	\$40.00	\$1,400.00
	10 lbs ABC extinguisher	35	\$50.00	\$1,750.00	\$65.00	\$2,275.00
	20 lbs ABC extinguisher	5	\$100.00	\$500.00	\$120.00	\$600.00
	5 lbs Co2 extinguisher	10	\$150.00	\$1,500.00	\$130.00	\$1,300.00
	10 lbs Co2 extinguisher	5	\$200.00	\$1,000.00	\$175.00	\$875.00
	2.5 gal Pressure water extinguisher	5	\$120.00	\$600.00	\$110.00	\$550.00
	20 lbs. Co2 extinguisher	5	\$250.00	\$1,250.00	\$275.00	\$1,375.00
	5 lbs Purple K extinguisher	5	\$60.00	\$300.00	\$55.00	\$275.00
	10 lbs Purple K extinguisher	5	\$90.00	\$450.00	\$85.00	\$425.00
	20 lbs Purple K extinguisher	5	\$140.00	\$700.00	\$150.00	\$750.00
	5 lbs Halatron extinguisher	5	\$160.00	\$800.00	\$200.00	\$1,000.00
	10 lbs Halatron extinguisher	5	\$300.00	\$1,500.00	\$380.00	\$1,900.00
	20 lbs halatron extinguisher	5	\$500.00	\$2,500.00	\$550.00	\$2,750.00
Misc supplies	Fire extinguisher mounting bracket for vehicle (material and labor to install)	10	\$20.00	\$200.00	\$0.50	\$5.00
	Fire extinguisher mounting bracket for facility (material and labor to install)	10	\$10.00	\$100.00	\$0.50	\$5.00
	10 lbs. Fire extinguisher cabinet for facility (material and labor to install)	10	\$60.00	\$600.00	\$110.00	\$1,100.00
Total Section 3, additional services and supplies				\$22,231.00		\$23,884.00
Section 4 - Additional Services and Supplies						
As needed labor rates for services beyong the contracted items	Technician Services hourly rate during business hours	50	\$50.00	\$2,500.00	\$5.00	\$250.00
	Helper Services hourly rate during business hours.	50	\$15.00	\$750.00	\$0.00	\$0.00
	Technician Services hourly rate after regular business hours.	10	\$50.00	\$500.00	\$5.00	\$50.00
	Helper Services hourly rate after regular business hours.	10	\$15.00	\$150.00	\$0.00	\$0.00
Total Section 4, additional services and supplies				\$3,900.00		\$300.00
Total of Section 1,2,3 and 4				\$42,755.00		\$36,461.50
Additional work materials to be supplied as required by the work and as approved by the authorized County representative at cost plus:			percentage:	10%	percentage:	15%
Optional Item - Additional cost per extinguisher equipment with barcode system			each	NA	each	NA



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 14, 2020			
Agenda Item Name			
MOU Agreement <i>Police Department Mutual Aid</i>			
Requested Action			
Staff Report			
Consider agreement to extend and receive mutual aid with Groveland Police Department in the form of law enforcement services and resources to respond to various situations.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	GPD CPD Mutual Aid Agreement - Final	GPD CPD Mutual Aid Agreement - Final.docx	

**SUPPLEMENTAL
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT**

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each other to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve lives and property of citizens.
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida State Statute; and
- (3) Other violations of Florida Law when a law enforcement officer is outside of his or her city limits.

WHEREAS, the Groveland Police Department and the Clermont Police Department have authority under Section 23.12, Florida State Statute, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and/or assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

WHEREAS, the Groveland Police Department and the Clermont Police Department intend to supplement, not replace or eliminate, the mutual aid agreement entered into in March of 2017 between the Groveland Police Department, Clermont Police Department, and other law enforcement agencies within Lake County.

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violation of the Florida State Statutes, too include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor vehicle thefts, controlled substance violations, DUI checkpoints, DUI and traffic violations, and with back-up services during patrol activities, school resource officers on official duty within 1000 feet of a school, and inter-agency task forces and/or joint investigations, and enforcing traffic laws and conducting accident investigations (pursuant to Florida Attorney General Advisory Legal Opinion 2002-46.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violation of Florida State Statute, to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest demonstrations, aircraft disasters, fire, hurricanes, tornadoes, or other weather related crises, sporting events, community events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized representative whose assistance is sought shall evaluate the situation and their agency's available resources, consult with his/her supervisor if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work or transporting a prisoner and a violation of the Florida State Statutes occurs in the presence of said party, he/she shall be empowered to render enforcement and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction as soon as possible. Upon receiving notice, the agency having normal jurisdiction may elect to send law enforcement officers to the scene and said party shall then turn the situation over to them and offer any assistance requested, including, not limited to, a follow-up written report documenting the events and the actions taken.

If one of the parties of this agreement establishes probable cause to arrest an individual for a crime which occurred within their own jurisdiction, and learns that the individual has fled to the jurisdiction of another agency within this agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has entered into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. "Reasonableness of time" will not will not exceed 24-hours after the offense is reported to the agency.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate control of a supervising officer designated by the assisting agency head. Supervising officers designated by the assisting agency head shall be under the direct supervision and command of the assisting agency head or his/her designee.

CONFLICTS: Whenever an officer or other appointee, in rendering assistance pursuant to this agreement, the officer or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- (1) The identity of the complainant.
- (2) An address where the complaining party can be contacted.
- (3) The specific allegation.
- (4) The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 786.28, Florida State Statute, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of the Groveland Police Department and the Clermont Police Department, when actually engaging in mutual cooperation and assistance outside of its jurisdictional limits but inside the state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1) Florida State Statute, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

- B. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the costs of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensations due to personal injuries or death while such employees are rendering aid pursuant to this agreement. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the performance of the employee's duties extra-territorial under the provisions of the mutual aid agreement. The provisions of the section shall apply with equal effect, paid, volunteer and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this agreement is intended or is to be considered as any transfer or contracting away of the power or functions of one party hereto to the other.

SECTION VII: LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more means specified in Section 768.28(16)(a), Florida State Statute, in any amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. should the insurance coverage, however provided, of any party be cancelled or undergoes material change that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

SECTION VIII: FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action, dismiss the action and/or retain the proceeds.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon and approval by the hereinafter-named officials and shall continue in full force and effect until **January 31, 2021**. Under no circumstances may this agreement be renewed, amended or extended except in writing and signed by all parties hereto.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

SECTION XI: CONFLICTS

To the extent any part of this agreement conflicts with the interlocal agreement entered into by the **Clermont Police Department** and the **Groveland Police Department** in March of 2017, the interlocal agreement shall control.

Charles Broadway
Chief of Police
Clermont Police Department

Shawn Ramsey
Chief of Police
Groveland Police Department

Date

Date

Gail Ash
Mayor
City of Clermont

Evelyn Wilson
Mayor
City of Groveland

Date

Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
MOU Agreement and Budget Amendment <i>Police Department Wages</i>		
Requested Action		
Staff Report		
The city conducted a compensation survey of police officers and sergeants. The purpose of the survey was to determine if the city's compensation is externally competitive to other entities in Central Florida. Based on the results of the survey, staff recommends that a one-time hourly wage adjustment in the amount of 8.3% be made for police officers and a one-time hourly increase of 14% be made for sergeants. If approved, this one-time increase would be effective April 27, 2020. The hourly minimum and maximum pay rates for both classifications would also increase by the above percentages. This agreement is in addition to Article 31 Wages of the current collective bargaining agreement between the city and the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014. These pay increases were not included in the approved FY 2020 budget, therefore, a budget amendment to the General Fund from reserves is recommended.		
Additional Analysis		
Fiscal Impact Summary		
These pay increases were not included in the approved FY 2020 budget, therefore, a budget amendment to the General Fund from reserves is recommended. The Fiscal Year 2020 impact to implement these changes with an effective date of 4/27/2020 is \$185,231. This amount includes FICA and pension. These pay increases were not included in the approved FY 2020 budget, therefore, a budget amendment to the General Fund from reserves is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. MOU Police Wages 041420 (002) MOU Police Wages 041420 (002).pdf		

Memorandum of Understanding
Between the International Union of Police Associations, AFL-CIO Clermont Police Officers
Local 6013 and Sergeants Local 6014 and the City of Clermont

International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014 (“Union”) and the City of Clermont, Florida (“City”), collectively referred to as (“parties”), agree to amend the current collective bargaining agreement as follows:

WHEREAS, the parties recognize that modifications to Article 31 is warranted; and

WHEREAS, Article 31 Wages of the parties’ current collective bargaining agreement provides for bargaining unit members to receive hourly merit pay increases along with other monetary provisions either already implemented or based on assignment;

NOW THEREFORE, the parties agree as follows:

The Union, on a one-time, non-precedential basis, agrees to an 8.3% hourly increase for Police Officers and a 14% hourly increase for Sergeants. This one-time increase shall be effective April 27, 2020 and not prejudice the bargaining unit member’s right to receive any annual increases including merit increases for both classifications for the fiscal year beginning October 1, 2019 through September 30, 2020. Wage increases allowed for herein shall be considered by the parties in future collective bargaining negotiations. The hourly minimum and maximum pay rates for both classifications will increase by the above percentages.

Dated this 14th day of April, 2020.

International Union of Police Associations,
AFL-CIO Clermont Police Officers and Sergeants
Local 6013/6014

Gail L. Ash, Mayor
City of Clermont, Florida



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend to approve the Mega Food Truck Event, to be held in Downtown Clermont, along with road closures June 20, 2020 from 2:00 PM to 11:00 PM.		
Staff Report		
The Clermont Downtown Partnership is requesting to host the Mega Food Truck Event in Downtown Clermont on Saturday, June 20, 2020 from 4:00 PM to 9:00 PM. The organization is requesting to close off roads starting at 2:00 PM until 11:00 PM at the following intersections: -Montrose Street City Hall to midway point between 8th Street and West Avenue -8th Street from Montrose Street to Minneola Avenue -7th Street from Montrose Street to Desoto Street (Please see attached map)		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 6-20-20Mega Food Truck application	6-20-20Mega Food Truck application.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 3/6/2020
Name of Event Mega Food Truck
Date(s) of Event 6/20/2020 Estimated Attendance: 5000
Event Start Time: 4:00 PM Event End Time: 9:00 PM
Before Event Setup Time: 2:00 PM After Event Cleanup Time: 11:00 PM
Name of Organization/Applicant Clermont Downtown Partnership

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # 59-3749760

Event Contact Sandy Farnsworth Email sandyfcdp@gmail.com

Day Phone 352-617-8788 Cell Phone Same

Address Po Box 120734 City Clermont State FL Zip 34714

Secondary Contact Keith Mullins Phone # 352-394-9805

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

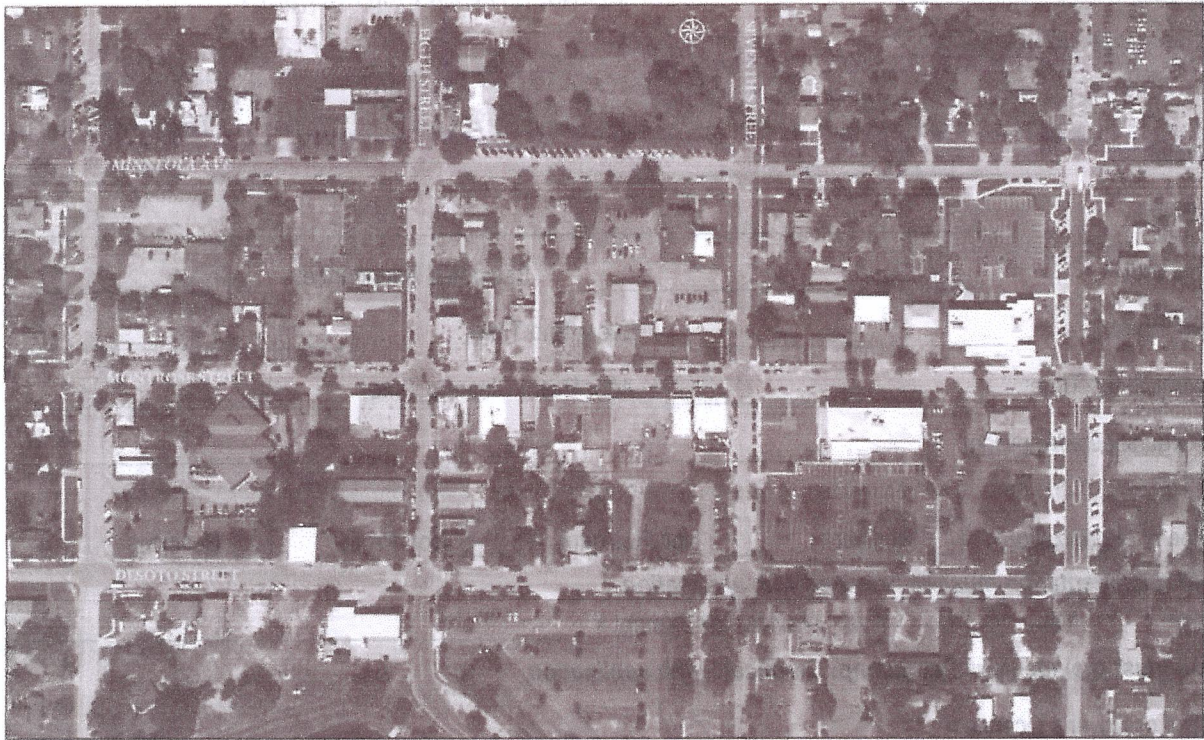
Briefly Describe Event: ABOUT 25 Foodtrucks, games crafters & vendors. Family-friendly designed to bring people to downtown. Possibly 10 classic cars.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: see attached floor plan

MAP 2



MAP 3



SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Mega Food Truck
 DATE OF EVENT: 6/20/2020
 EVENT CONTACT: Sandy Kaysworth
 REFUND MAILING ADDRESS: N/A

Street Address

City

ST

Zip

CELL PHONE:

352-617-8788

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 X 10'

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

Electrical Use: ☒ Yes ☐ No Describe the need: Some vendors

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use:

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☒ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No

Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals Rocky Wall

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

see attached map

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: DJ, Digital Truck

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Is this event Public or Private? ☐ Private ☒ Public

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

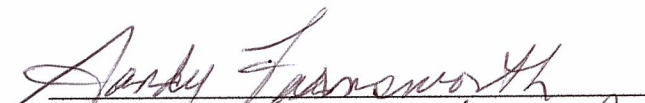
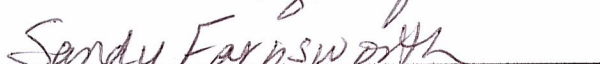
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

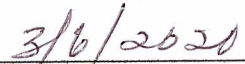
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.


Applicant's Signature
agent for COB

Printed Name


Title

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

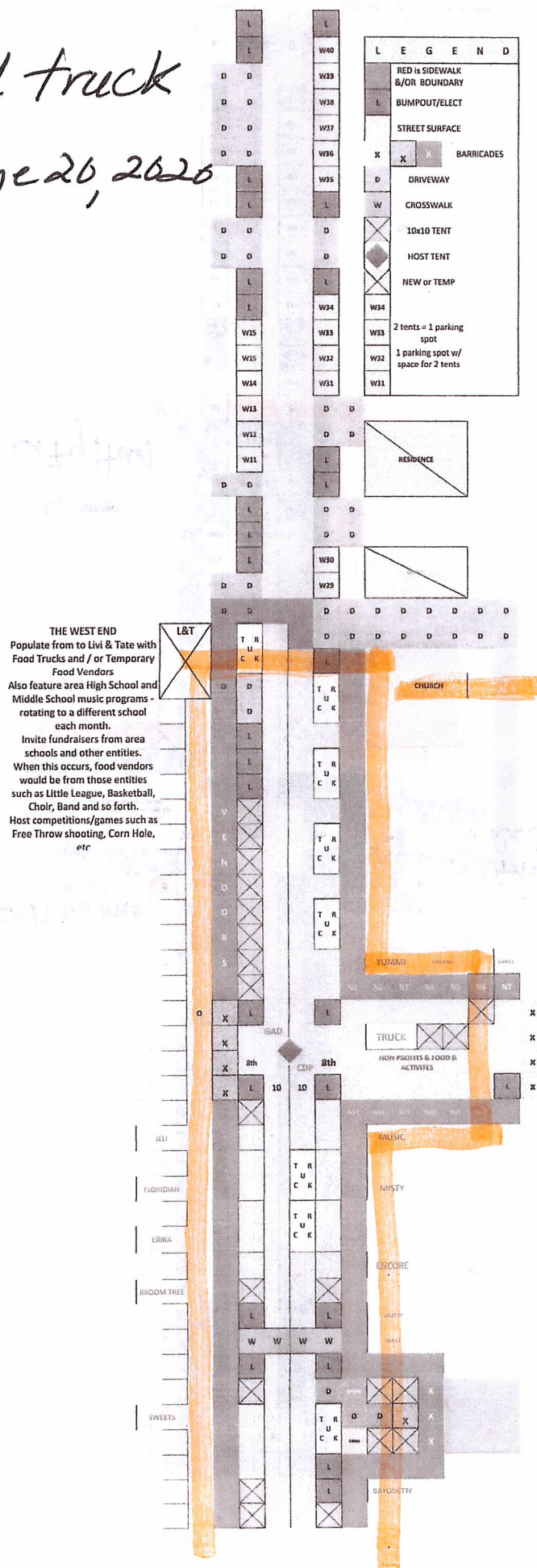
b) Police Department

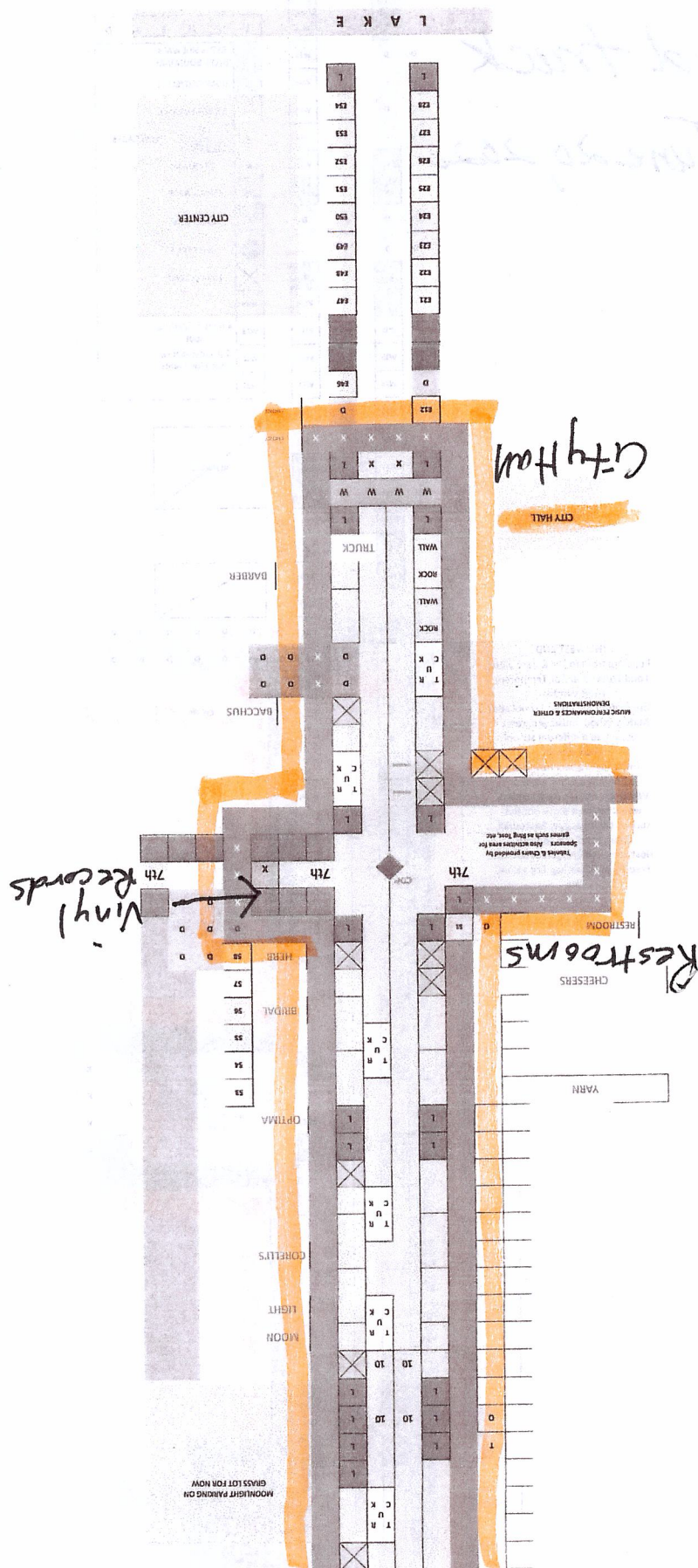
c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.







CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend approval of the Clermont Downtown Partnership to host their annual "Harvest Festival" on October 31, 2020.		
Staff Report		
The Clermont Downtown Partnership is requesting road closures on Saturday, October 31, 2020 from 8:00 a.m. through 8:00 p.m. which would include time for setup and take down for the event. The event would be from 10:00 a.m. to 6:00 p.m. Road Closure requests are to include: -Montrose Street at midpoint between 8th Street and West Avenue to 5th Street -8th Street at Montrose Street -8th Street at Minneola Ave -7th Street at Montrose Street -7th Street at Desoto Street (Please see attached map) The Clermont Downtown Partnership has agreed to comply with all personnel requirements from the City of Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	10-31-20Harvest Festival application	10-31-20Harvest Festival application.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 3/6/2020
Name of Event Clermont Harvest Festival
Date(s) of Event October 31, 2020 Estimated Attendance: 10,000
Event Start Time: 10:00 AM Event End Time: 6:00 PM
Before Event Setup Time: 8:00 AM After Event Cleanup Time: 8:00 PM
Name of Organization/Applicant Clermont Downtown Partnership

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # 59-3749760
Event Contact Sandy Farnsworth Email SandyFcd@gmail.com
Day Phone 352-617-8788 Cell Phone Same
Address Po Box 120734 City Clermont State FL Zip 34712
Secondary Contact Keith Mullins Phone # 352-394-9805

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

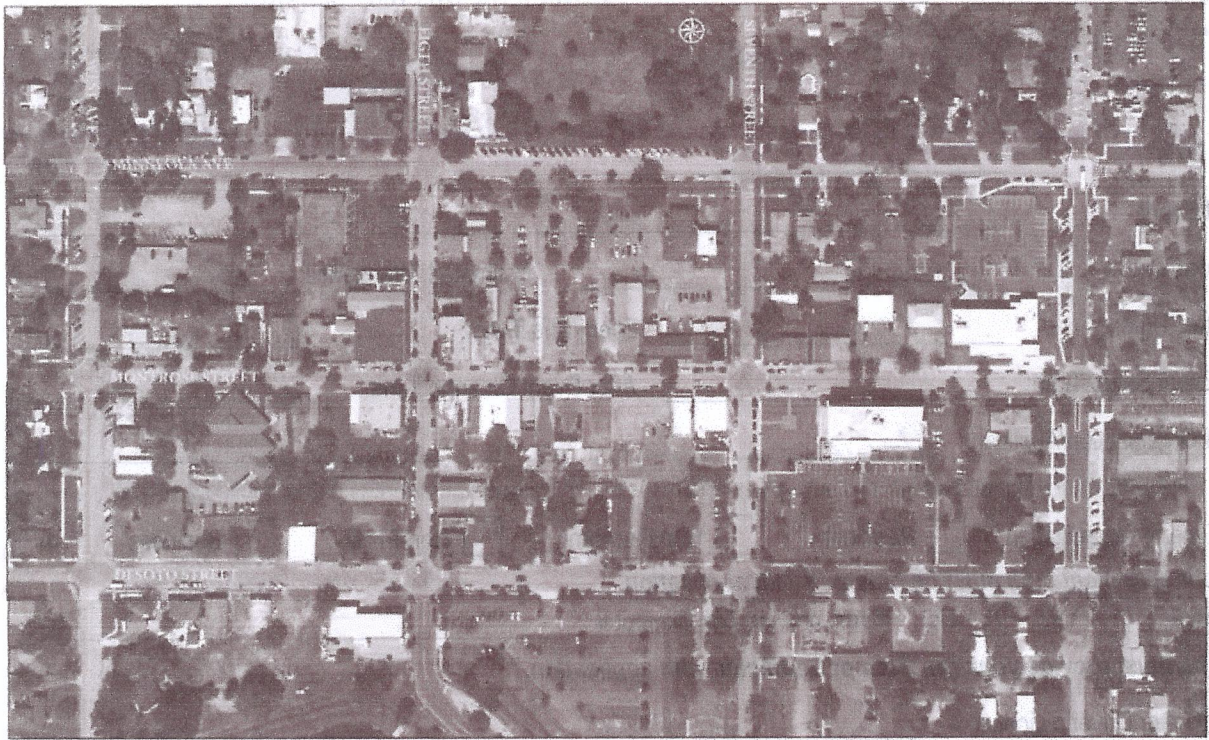
Briefly Describe Event: Family Friendly Festival - Halloween based. 150 vendors, Kid zone, trick or treat, music, to bring people to Downtown

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

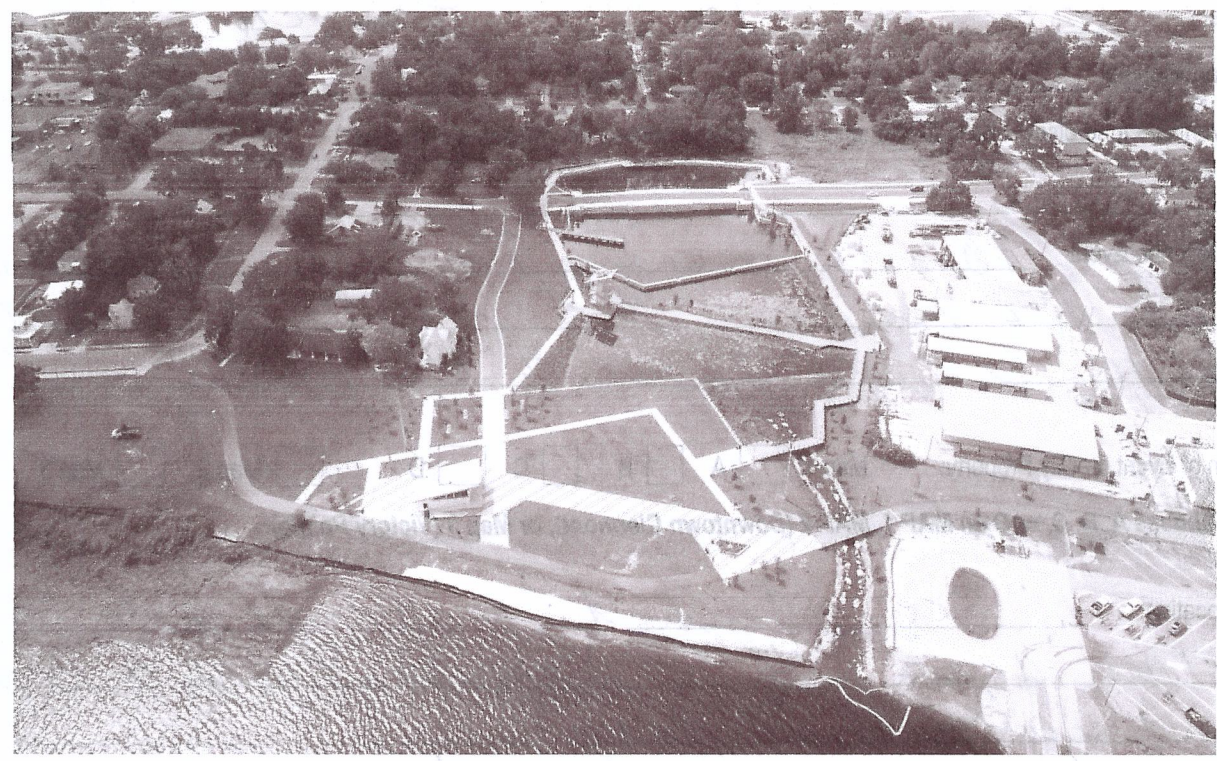
Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: See attached map - we will partner again with St. Mathias Church to bring event up to their driveway

MAP 2



MAP 3



PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10x10

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

Electrical Use: ☒ Yes ☐ No Describe the need: Some vendors

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source: ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☒ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No

Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals Rock Wall

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No see attached map

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: DJ
If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Is this event Public or Private? ☐ Private ☒ Public

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

Clermont Harvest Festival

DATE OF EVENT:

10/31/2020

EVENT CONTACT:

Sandy Earnsworth

REFUND MAILING ADDRESS:

Street Address

City

ST

Zip

CELL PHONE:

352-617-8788

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				N/A

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

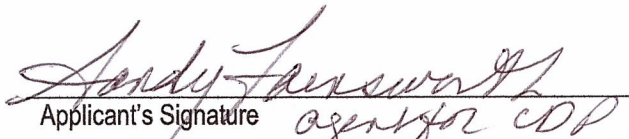
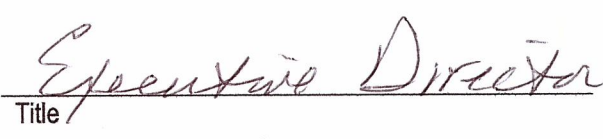
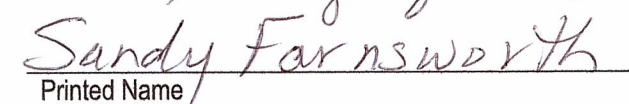
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 Applicant's Signature	 Title
 Printed Name	 Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

WEST

PARKING

PARKING

Harvest Fest
Saturday
October 31, 2020

MINNEAPOLIS

MINNEAPOLIS

100

8th

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-T

Private Parking

Private Parking

Private Parking

8th

8th

REST ROOMS

PARKING

PARKING

PARKING

7th

7th

PARKING

PARKING

Private Parking

Private Parking

Private Parking

PARKING

LAKE

LAKE AVE.

LAKE AVE.

LAKE

LAKE AVE.

apartments

St Mathias Church



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend approval of the Clermont Downtown Partnership to host the "Candy Cane Lane Craft and Gift Show" on November 14, 2020.		
Staff Report		
The Clermont Downtown Partnership is requesting road closures on Saturday, November 14, 2020 from 8:00 a.m. through 7:00 p.m. which would include time for setup and take down for the event. the event will be from 10:00 a.m. to 5:00 p.m. Road Closure requests are to include: -Montrose Street at midpoint between 8th Street and West Avenue to Lake Avenue -8th Street at Montrose Street -8th Street at Minneola Ave -7th Street at Montrose Street -7th Street at Desoto Street (Please see attached map) The Clermont Downtown Partnership has agreed to comply with all personnel requirements from the City of Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 11-14-20Candy Cane Lane Craft & Gift application 11-14-20Candy Cane Lane Craft & Gift application.pdf		



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 3/6/2020
Name of Event Candy Cane Lane Crafts & Gift Show
Date(s) of Event 11/14/2020 Estimated Attendance: 5-10,000
Event Start Time: 10:00 AM Event End Time: 5:00 PM
Before Event Setup Time: 8:00 AM After Event Cleanup Time: 7:00 PM
Name of Organization/Applicant Clermont Downtown Partnership

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # 59-3749766

Event Contact Sandy Farnsworth Email sandyfdlp@gmail.com

Day Phone 352-617-8788 Cell Phone same

Address Po Box 120734 City Clermont State FL Zip 34712

Secondary Contact Keith Mullins Phone # 352-394-9805

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: Family friendly event - 150 crafters, food trucks, kid zone, entertainment

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: See attached map

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No

Size of Tent* 10x10'

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

Electrical Use: ☒ Yes ☐ No

Describe the need: Some vendors

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No

Describe Use:

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source: ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☒ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No

Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals

Rock Wall

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

See attached map

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe:

DJ or Band

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Is this event Public or Private? ☐ Private ☒ Public

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

Candy Cane Lane Craft & Gift Show

DATE OF EVENT:

11/14/2020

EVENT CONTACT:

Sandy Farnsworth

REFUND MAILING ADDRESS:

Street Address

City

ST

Zip

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
GRAND TOTAL				<u>N/A</u>

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

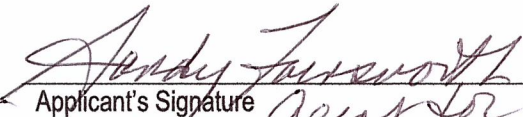
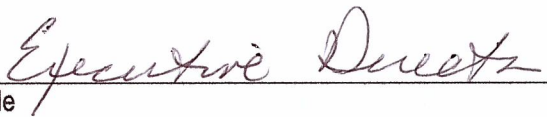
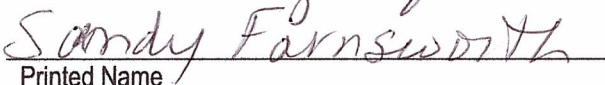
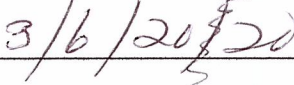
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All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 Applicant's Signature	 Title
 Printed Name	 Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Consider Clermont Downtown Partnership request to have road closures for the First Friday Food Truck Events.		
Staff Report		
The Clermont Downtown Partnership has requested road closures from 3:00 PM to 11:00 PM every first Friday of the month for twelve months beginning January 2021 for their "First Friday Food Truck" events. The organization is requesting the following road closures: -Montrose Street from City Hall to 8th Street -7th Street and Desoto Street -7th Street and Minneola Avenue (Please see attached map) Request is for the following dates: 01/1/21 02/5/21 03/5/21 04/2/21 05/7/21 06/4/21 07/2/21 08/6/21 09/3/21 10/1/21 11/5/21 The Clermont Downtown Partnership has agreed to comply with all personnel requirements from the City of Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	2020-2021First Friday Food Truck application	2020-2021First Friday Food Truck application.pdf
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APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 3/6/2020
Name of Event First Friday Food Truck Events
Date(s) of Event Every 1st Friday of Month Estimated Attendance: 1500 each Month
Event Start Time: 5:30 PM Event End Time: 9:00 PM
Before Event Setup Time: 3:00 PM After Event Cleanup Time: 11:00 PM
Name of Organization/Applicant Clermont Downtown Partnership

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # 59-3749760

Event Contact Sandy Farnsworth Email sandyfcdp@gmail.com
Day Phone 352-617-8788 Cell Phone Same

Address Po Box 120734 City Clermont State FL Zip 34712

Secondary Contact Keith Mullins Phone # 352-394-9805

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

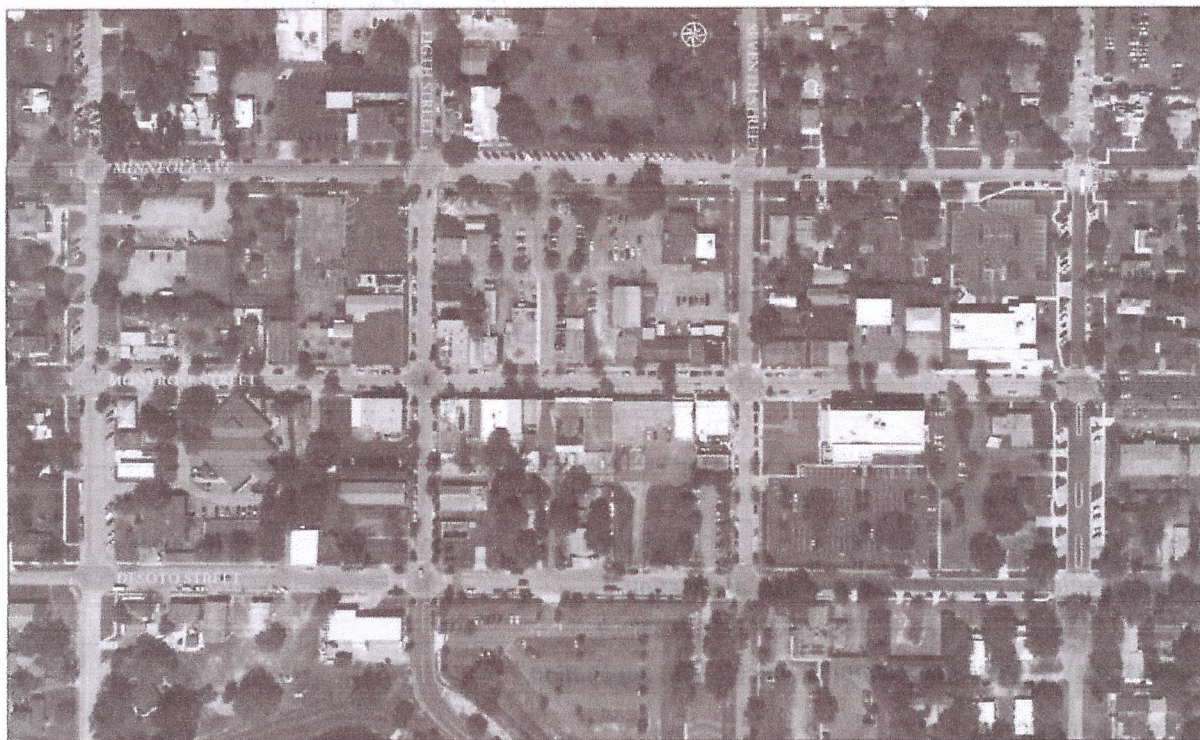
Briefly Describe Event: FREE Concert Series, about 15 Food trucks, Kid zone, crafters & vendors, 10 Classic Cars

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: See attached floor plan

MAP 2



MAP 3



SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

1st Friday Food Trucks

DATE OF EVENT:

Every 1st Friday of month

EVENT CONTACT:

Sandy Farnsworth

REFUND MAILING ADDRESS:

N/A

Street Address

City

ST

Zip

CELL PHONE:

352-617-8788

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
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Deposit	\$350	\$350	Refundable	
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VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
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~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
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Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No

Size of Tent* 10 X 10'

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

Electrical Use: ☒ Yes ☐ No

Describe the need: Some vendors

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☒ No

Describe Use:

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source: ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☒ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No

Ride Types: ☒ Mechanical ☒ Bounce Houses ☐ Animals

Rock Wall

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

see attached map

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: DJ or Live Band

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Is this event Public or Private? ☐ Private ☒ Public

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

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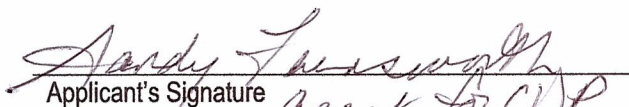
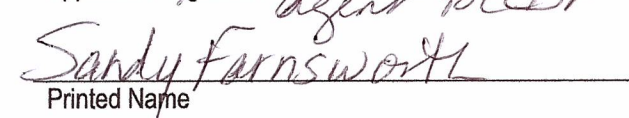
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

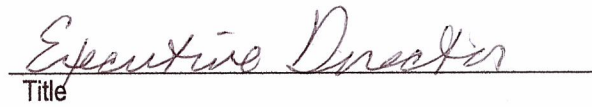
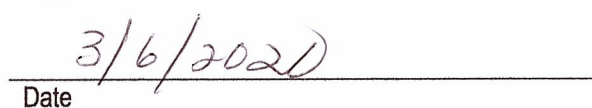
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.


Applicant's Signature

Printed Name


Title

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

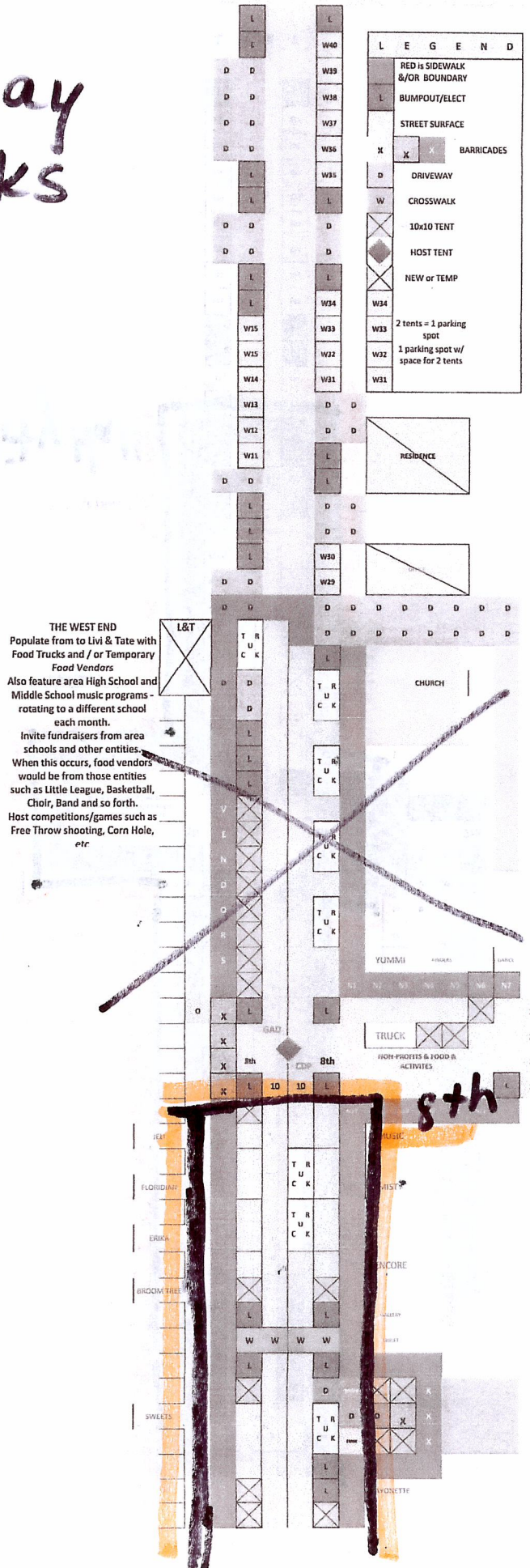
- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

First Friday Food Trucks

WEST AVE.

WEST AVE.



T		T
957		808
1531		272
2931		626
1531		825
1501		834
669		673
662		822
697		221



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 14, 2020		
Agenda Item Name		
Resolution No. 2020-10R <i>Amending FY 2020 Budget</i>		
Requested Action		
Request approval of Resolution No. 2020-10R to amend the FY 2020 Budget.		
Staff Report		
Resolution No. 2020-10R is proposed to amend the FY 2020 Budget. The resolution formally amends the annual budget primarily for FY 2019 carryforwards and council actions since December 2019.		
Additional Analysis		
Fiscal Impact Summary		
Total decrease to fund balance for all funds is \$1,456,062.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No 2020-10R 4-14-20 Resolution No 2020-10R 4-14-20.pdf		

**CITY OF CLERMONT
RESOLUTION NO. 2020-10R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2019-2020**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2019 to September 30, 2020:

GENERAL FUND

1. Increase State Grant (10334-33470-79001) \$ 6,451
To amend the General Fund budget for State Grant revenues associated with a Division of Cultural Affairs General Program Support grant related to CPAC performer fees.
2. Increase Youth Council (10511-54926) \$ 250
Increase Miscellaneous (10369-36999) \$ 250
To amend the City Clerk budget for revenues and expenses related to a Florida League of Cities Inc. award for the Youth Council program.
3. Increase Travel & Per Diem (10511-54001) \$ 100
Increase Training & Education (10511-55401) \$ 400
Increase Reimbursements (10366-36650) \$ 500
To amend the City Clerk budget for revenues and expenses related to a Florida Association of City Clerks scholarship for the 2019 FACC Fall Academy.
4. Increase Travel & Per Diem – Justice Funds (10521-54001-21900) \$ 14,500
Increase Minor Equipment – Justice Funds (10521-55204-21900) \$ 2,000
Increase Uniforms – Justice Funds (10521-55203-21900) \$ 10,000
Increase Community Relations – Justice Funds (10521-55212-21900) \$ 9,500
Increase Software Renewals/Support – Justice Funds (10521-55219-21900) \$ 4,060
Increase Training & Education – Justice Funds (10521-55401-21900) \$ 13,500
Increase Equipment – Justice Funds (10521-66401-21900) \$ 11,630
Increase Fed Forfeiture/Seizure – Justice Funds (10351-35102-21900) \$ 65,190
To amend the Police Department Budget for expenditures related to Federal Forfeiture Funds and associated revenues.
5. Increase Commercial Insurance (10522-54500) \$ 5,673
To amend the Fire Department budget for the cost of Cancer Presumption Coverage through the Florida Municipal Insurance Trust as a result of Florida Statute 112.1816 Firefighter Cancer Presumption Law effective July 1, 2019.

CITY OF CLERMONT
RESOLUTION NO. 2020-10R

- | | | |
|--|----|-------|
| 6. Increase Software Renewals/Support (10522-55219) | \$ | 9,146 |
| To amend the Fire Department budget for Apparatus Deployment Analysis Module (ADAM) software annual maintenance costs approved by the City Council on December 10, 2019. | | |
| 7. Decrease Fund Balance (10599-59900) | \$ | 8,368 |
| Total General Fund adjustments | | |

RECREATION IMPACT FUND

- | | | |
|---|----|--------|
| 1. Increase Capital Outlay – Recreation Rowing Facility (14549-66301-72117) | \$ | 77,832 |
| To amend the Public Works Department budget for the carryforward of unexpended FY 2019 funds budgeted for Improvements to the Rowing Facility | | |
| 2. Increase Capital Outlay – Other Improvements (14575-66300) | \$ | 11,000 |
| To amend the Parks & Recreation Department budget for the carryforward of unexpended FY 2019 funds budgeted for a walking trail at the ARC. | | |
| 3. Decrease Fund Balance (14599-59900) | \$ | 88,832 |
| Total Recreation Impact Fund adjustments | | |

POLICE IMPACT FEE FUND

- | | | |
|--|----|--------|
| 1. Increase Capital Outlay – Vehicles (15521-66400) | \$ | 43,500 |
| To amend the Police Department budget for additional costs associated with the purchase of 5 Ford Interceptor vehicles approved by the City Council on January 14, 2020. | | |
| 2. Decrease Fund Balance (15599-59900) | \$ | 43,500 |
| Total Police Impact Fee Fund adjustments | | |

FIRE IMPACT FEE FUND

- | | | |
|--|----|---------|
| 1. Increase Capital Outlay – Fire Boathouse/Lift (16522-66201-22100) | \$ | 179,000 |
| To amend the Fire Department budget for the carryforward of unexpended FY 2019 funds budgeted for the construction of the Fire Boathouse/Lift approved by the City Council on May 28, 2019 and delayed by permits. | | |
| 2. Increase Capital Outlay – Vehicle (16522-66400) | \$ | 3,750 |
| To amend the Fire Department budget for the carryforward of unexpended FY 2019 funds budgeted for the purchase of vehicle accessories not | | |

CITY OF CLERMONT
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received as of September 30, 2019 for the Fire and Life Safety Educator position.

- | | |
|--|------------|
| 3. Increase Capital Outlay – Equipment (16522-66401) | \$ 17,500 |
| To amend the Fire Department budget for the carryforward of \$15,000 unexpended FY 2019 funds budgeted for the purchase of an enclosed trailer for the heavy rescue and an additional \$2,500 to fund the total estimated cost. | |
| 4. Increase Capital Outlay – Equipment (16522-66401) | \$ 7,065 |
| To amend the Fire Department budget for the carryforward of unexpended FY 2019 funds budgeted for the purchase of a pressure cushion for the heavy rescue due to a cancelation of an original vendor order and then an expected delivery from a second vendor at the end of November 2019. | |
| 5. Increase Capital Outlay – Professional Services (16522-66900-22100) | \$ 7,596 |
| To amend the Fire Department budget for design costs for the Fire Boathouse/Lift. | |
| 6. Increase Capital Outlay – Software (16522-66404) | \$ 36,584 |
| To amend the Fire Department budget for Apparatus Deployment Analysis Module (ADAM) software costs approved by the City Council on December 10, 2019. | |
| 7. Decrease Fund Balance (16599-59900) | \$ 251,495 |
| Total Fire Impact Fee Fund adjustments. | |

CAPITAL PROJECTS FUND

- | | |
|---|------------|
| 1. Increase Local Grant – LCWA - Boat Ramp (32337-33735-95111) | \$ 250,000 |
| To amend the budget for a Lake County Water Authority grant for the Boat Ramp Project as authorized by the City Manager. | |
| 2. Increase Capital Outlay – Pro Services – PW Bldg (32549-66900-49000) | \$ 235,407 |
| To amend the Public Works Department budget for the carryforward of unexpended FY 2019 funds budgeted for the design of the new Public Works Complex. | |
| 3. Increase Capital Outlay – Public Wi-Fi (32559-66408-95114) | \$ 75,300 |
| To amend the Information Technology Department budget for the carryforward of unexpended FY2019 funds budgeted for Public Wi-Fi. Master Plan Project delayed due to the rebid of electrical work. | |
| 4. Decrease Fund Balance (32599-59900) | \$ 60,707 |
| Total Capital Projects Fund adjustments. | |

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WATER FUND

1. Increase Capital Outlay – Professional Services (41533-66900) \$ 81,943
To amend the Environmental Services Department budget for the carryforward of unexpended FY 2019 funds budgeted for Utility Master Plan services awarded to Tetra Tech approved by the City Council September 9, 2019.
2. Increase Transfer In - From Water Impact Fund (41381-38120) \$ 10,000
To amend the Environmental Services Department budget for additional transfer in from the Water Impact Fee Fund for Water & Sewer debt service.
3. Increase Federal Grant CDBG (41331-33131-38123) \$ 191,237
To revise allocated revenues for CDBG Grant.
4. Increase Fund Balance (43599-59900) \$ 119,294
Total Water Fund adjustments.

SEWER FUND

1. Increase Capital Outlay – Equipment (42535-66401) \$ 177,530
To amend the Environmental Services Department budget for the purchase of an Orbits Radio System approved by the City Council on January 14, 2020.
2. Increase Capital Outlay – Professional Services (42535-66900) \$ 81,944
To amend the Environmental Services Department budget for the carryforward of unexpended FY 2019 funds budgeted for Utility Master Plan services awarded to Tetra Tech approved by the City Council September 9, 2019.
3. Decrease Fund Balance (42599-59900) \$ 259,474
Total Sewer Fund adjustments.

WATER IMPACT FEE FUND

1. Increase Capital Outlay – Water System (43533-66307) \$ 300,000
To amend the Environmental Services Department budget for the carryforward of unexpended FY2019 funds budgeted for the Hartle Road Water Main Extension not yet begun.
2. Increase Transfer Out – To Water Fund (43581-99105) \$ 10,000

CITY OF CLERMONT
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To amend the Interfund Transfer budget to balance transfer related to the
2017 Water and Sewer Advanced Refunding Bond.

- | | | |
|--|----|---------|
| 3. Decrease Fund Balance (43599-59900) | \$ | 310,000 |
| Total Water Impact Fee Fund adjustments. | | |

STORMWATER FUND

- | | | |
|--|----|---------|
| 1. Decrease Federal Grant CDBG (41331-33131-38123) | \$ | 171,737 |
| To revise allocated revenues for CDBG Grant. | | |
| 2. Decrease Fund Balance (45599-59900) | \$ | 171,737 |
| Total Stormwater Fund adjustments. | | |

SANITATION FUND

- | | | |
|--|----|--------|
| 1. Increase Capital Outlay – Pro Services Public Works (49534-66900-49000) | \$ | 78,469 |
| To amend the Environmental Services Department budget for the
carryforward of unexpended FY2019 funds budgeted for the design of the
new Public Works Complex. | | |
| 2. Decrease Fund Balance (49599-59900) | \$ | 78,469 |
| Total Sanitation Fund adjustments. | | |

CRA FUND

- | | | |
|--|----|---------|
| 1. Increase Capital Outlay – Artwalk Project (60552-66300-52002) | \$ | 340,000 |
| To amend the Development Services budget for Cost Share Pricing for the
Art Walk Project Construction approved by the City Council on February
25, 2020. | | |
| 2. Increase Capital Outlay – Artwalk Project (60552-66300-52002) | \$ | 11,100 |
| Increase CRA Ad Valorem Taxes (60311-31101) | \$ | 48,326 |
| To amend the Development Services budget for power relocation costs for
the Art Walk and additional ad valorem tax revenues. | | |
| 3. Decrease Fund Balance (60599-59900) | \$ | 302,774 |
| Total CRA Fund adjustments. | | |

Net Decrease to Fund Balance – All Funds	\$	1,456,062
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CITY OF CLERMONT
RESOLUTION NO. 2020-10R

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2019-2020 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of April, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

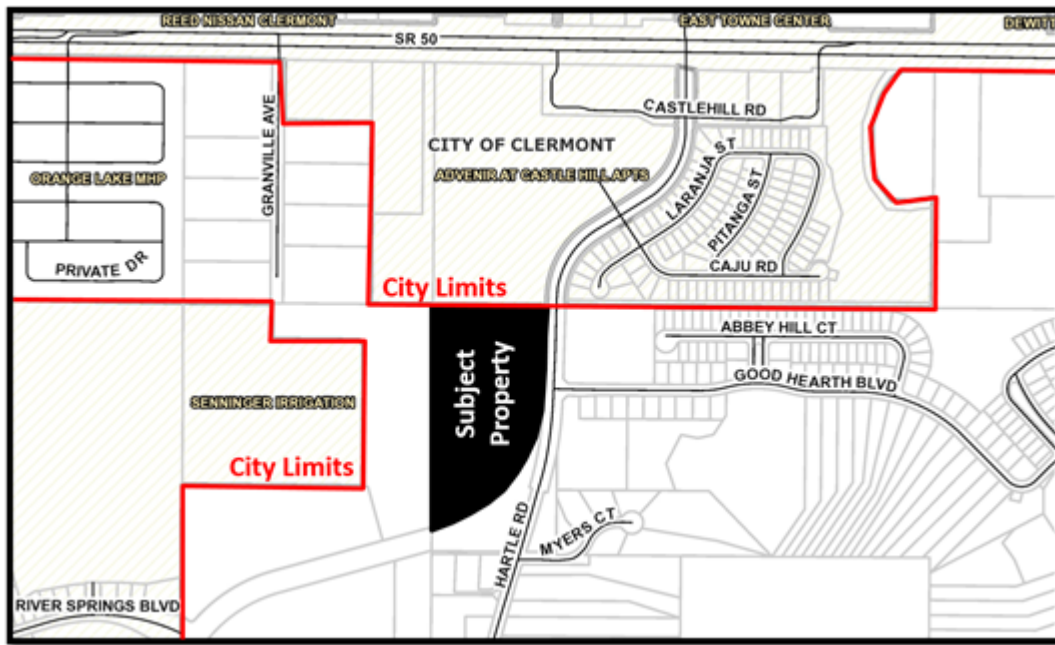


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 14, 2020	
Agenda Item Name	
Ordinance No. 2019-14 <i>Final</i> <i>Wise Annexation</i> <i>Table to August 11, 2020</i>	
Requested Action	
Recommend approval of Ordinance 2019-14.	
Staff Report	
The applicant, LPG Urban & Regional Planners, LLC, is requesting voluntary annexation of the subject property. The property, approximately 13 acres, is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for a Large-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses, formerly citrus and now planted pine.  The applicant desires to develop the property for commercial, office, and multi-family use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the 13 +/- acre project, in which the City can fully serve. The property is contiguous with the City limits along the northern property line.	



The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density designation to the City's Commercial. The annexation would assign the default zoning in the City to Urban Estate Low Density Residential. The applicant is requesting a rezoning to a PUD for up to 96,000 square feet of commercial/office space and 96 multi-family units.

The request to annex is an orderly and efficient transition of uses, with densities and intensities, which currently exist within the City of Clermont. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and is within the ISBA and the JPA; staff recommends approval of the annexation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2019-14 Wise ANN	2019-14 Wise ANN August.doc
2.	Wise Map	Wise Map.pdf
3.	171094 Daniel Wise -Bndy_10-24_17	171094 Daniel Wise -Bndy_10-24_17.pdf
4.	Signed Applications	Signed Applications.pdf
5.	6 month extension Wise	6 month extension Wise.pdf
6.	Legal Ad	LF-D048519.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-14

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD



CITY OF CLERMONT
ORDINANCE NO. 2019-14

BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1 /4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SQUIB 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING



CITY OF CLERMONT
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FIVE (5) COURSES: SOUTH 11'58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14'56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15'49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16'43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17'05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00'20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74'35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72'46'33" FOR 939.93 FEET; THENCE SOUTH 88'11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73'38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73'38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73'38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'16'21" FOR 218.95 FEET; THENCE SOUTH 00'22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17'16'39" EAST FOR 178.58 FEET; THENCE NORTH 16'26'45" EAST FOR 80.85 FEET; THENCE NORTH 16'03'52" EAST FOR 20.50 FEET; THENCE NORTH 86'56'24" EAST FOR 1.36 FEET; THENCE NORTH 16'09'13" EAST FOR 22.28 FEET; THENCE NORTH 14'42'51" EAST FOR 26.66 FEET; THENCE NORTH 18'18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

LOCATION

West of the County Road 455/Hartle Road and Good Health Boulevard Intersection
Alternate Key 1648157

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

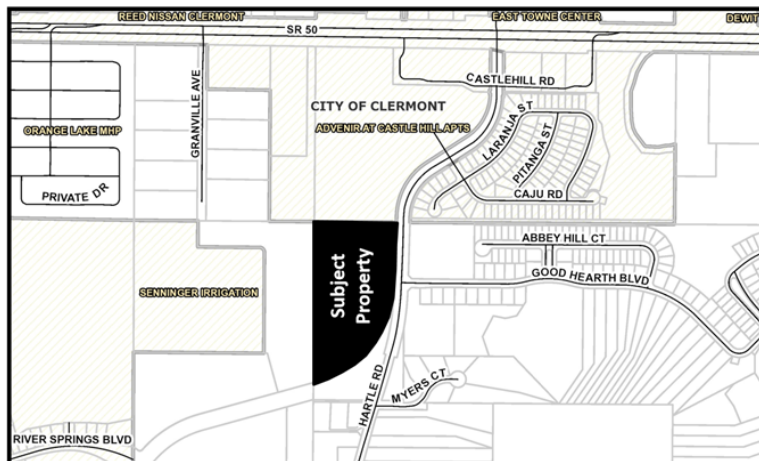
SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of August, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Wise Property

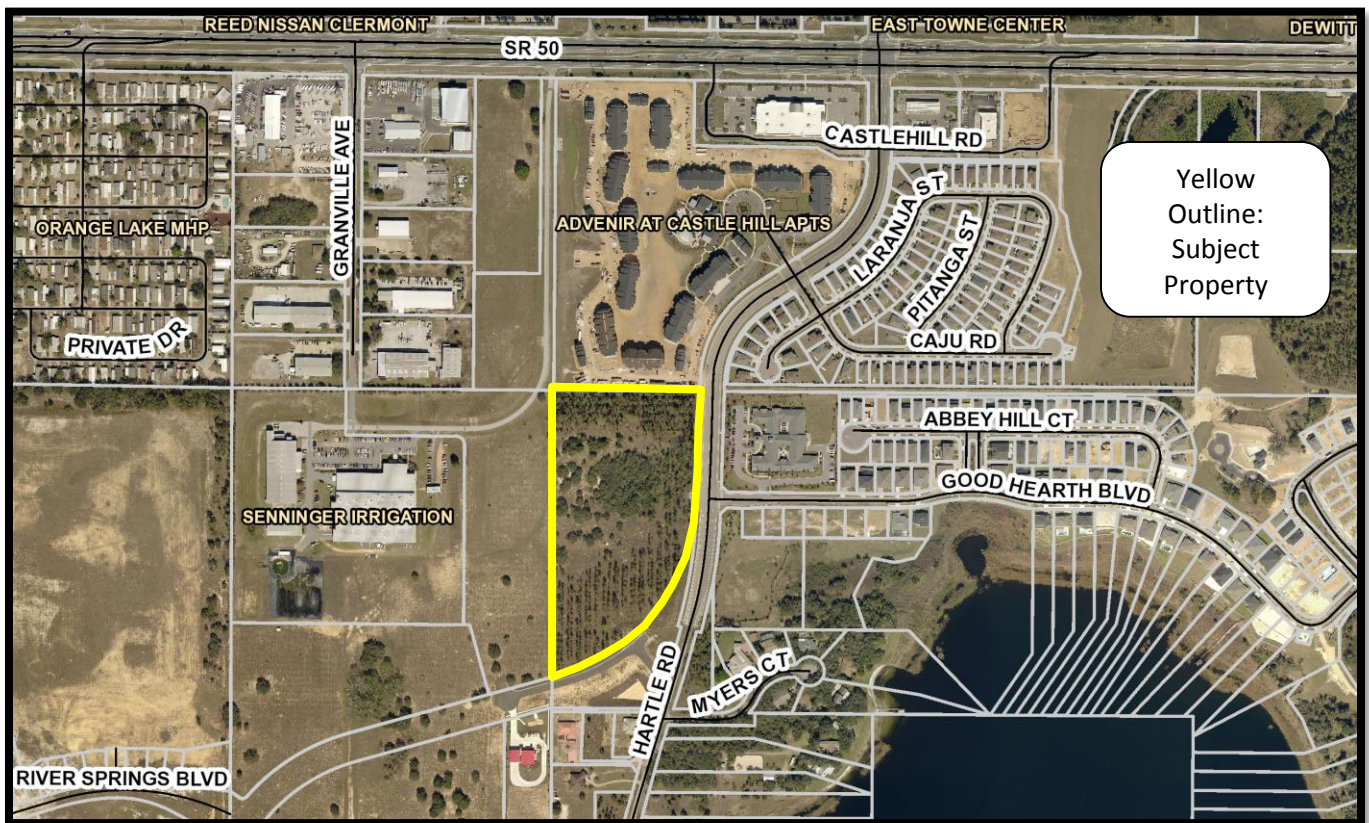
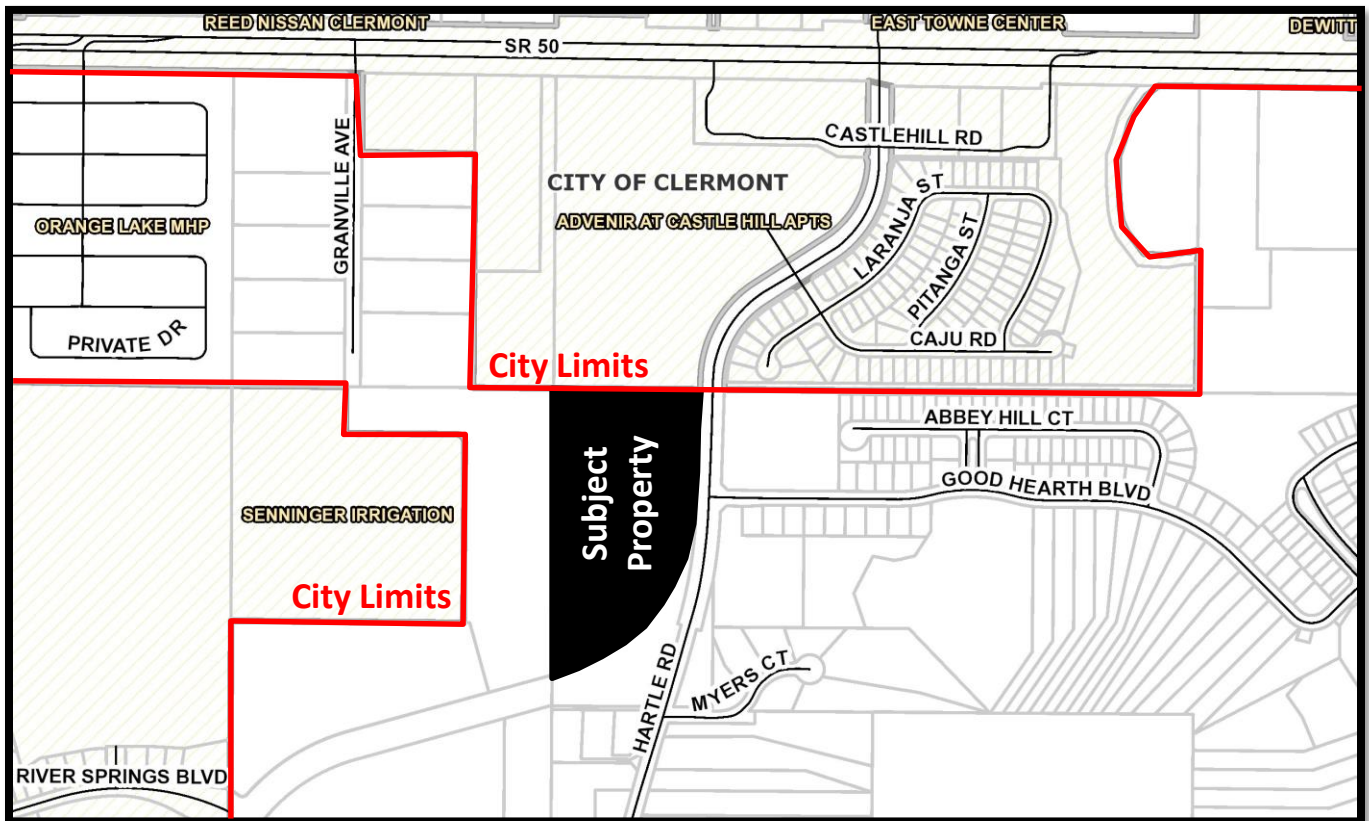


Exhibit – Future Land Use Map – Wise Property

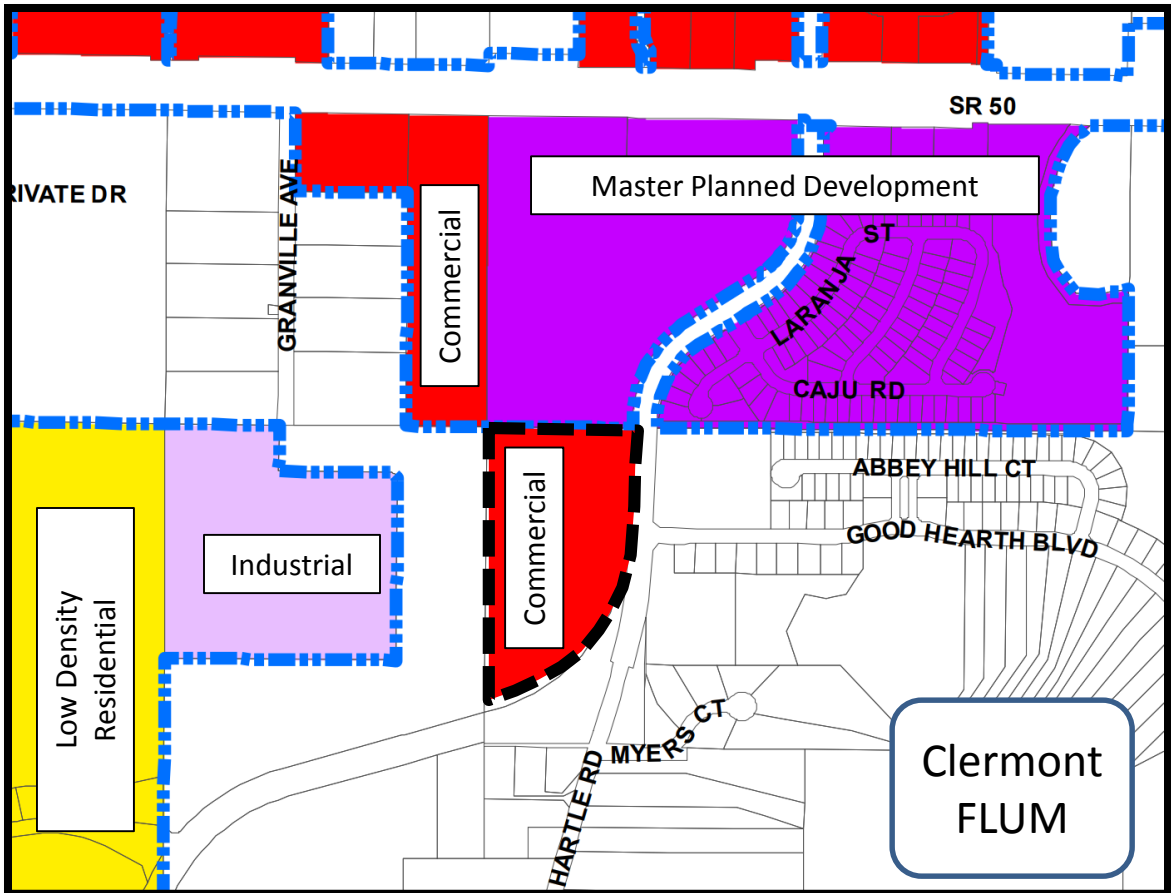
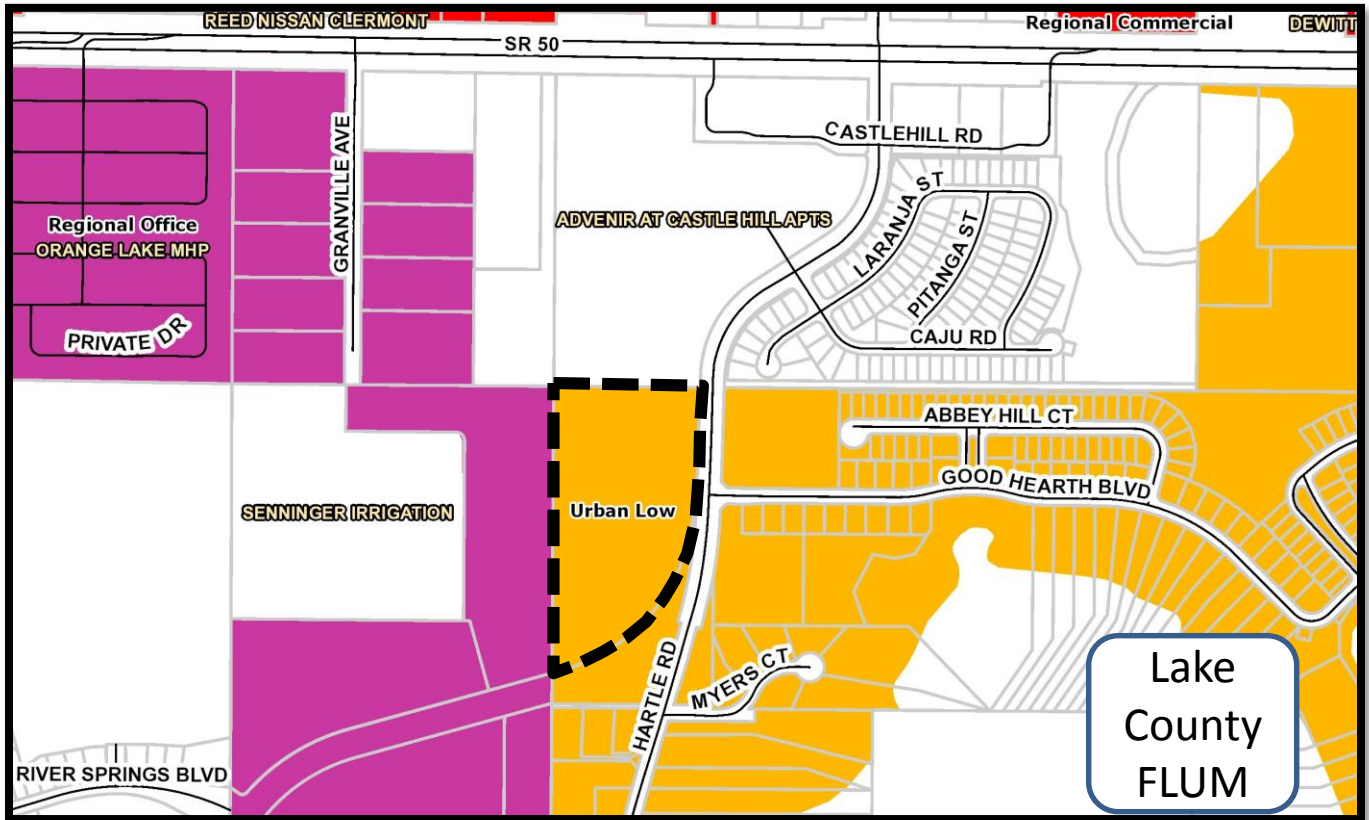
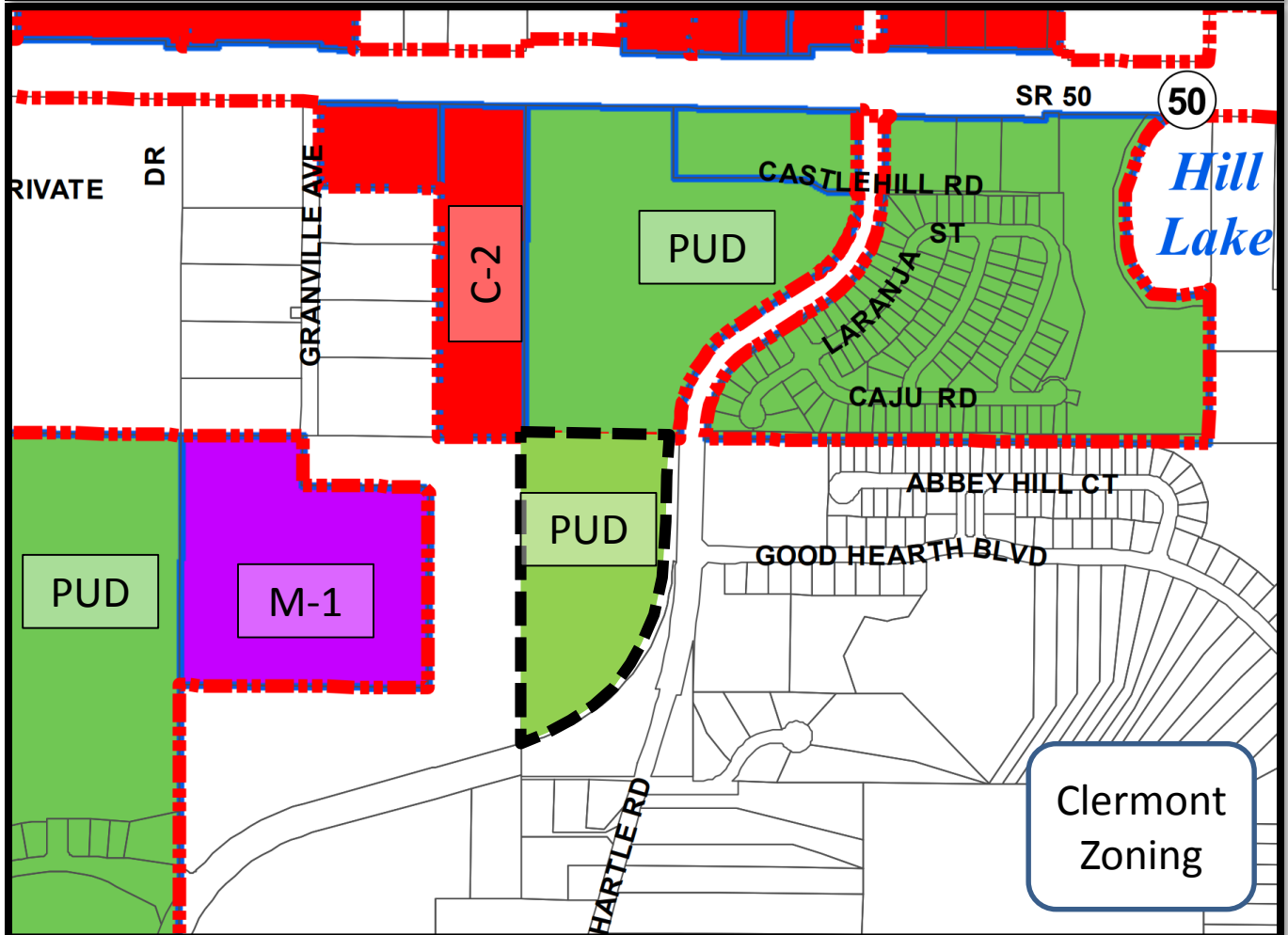
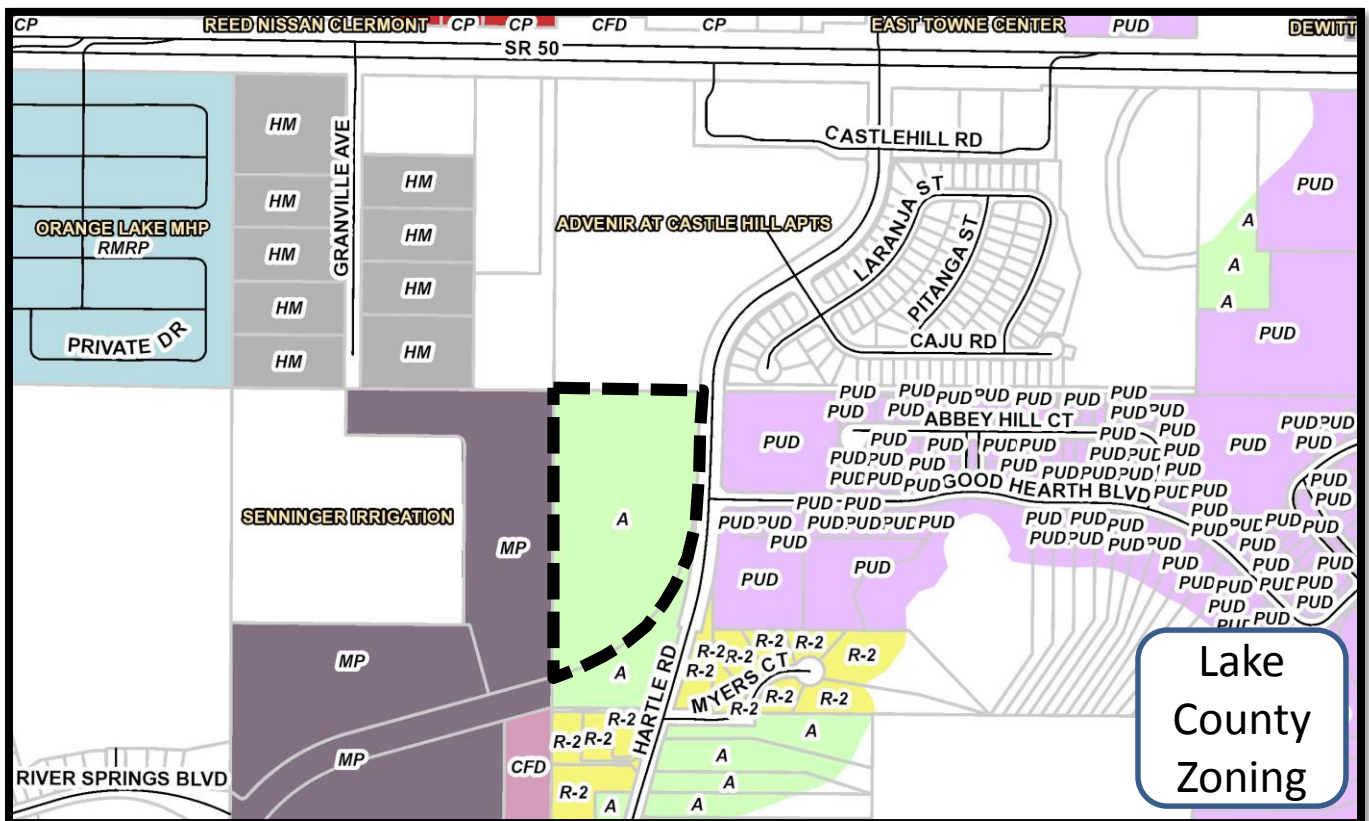


Exhibit – Zoning Map – Wise Property



LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY, PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, ? TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01B 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS, TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR 218.95 FEET; THENCE SOUTH 00°22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH-1 LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH-1 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.10 ACRES OR 47,901 SQUARE FEET, MORE OR LESS.

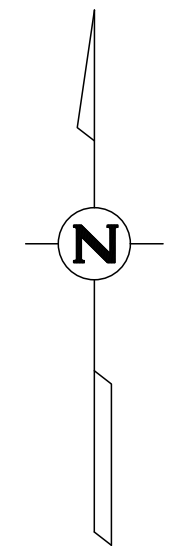
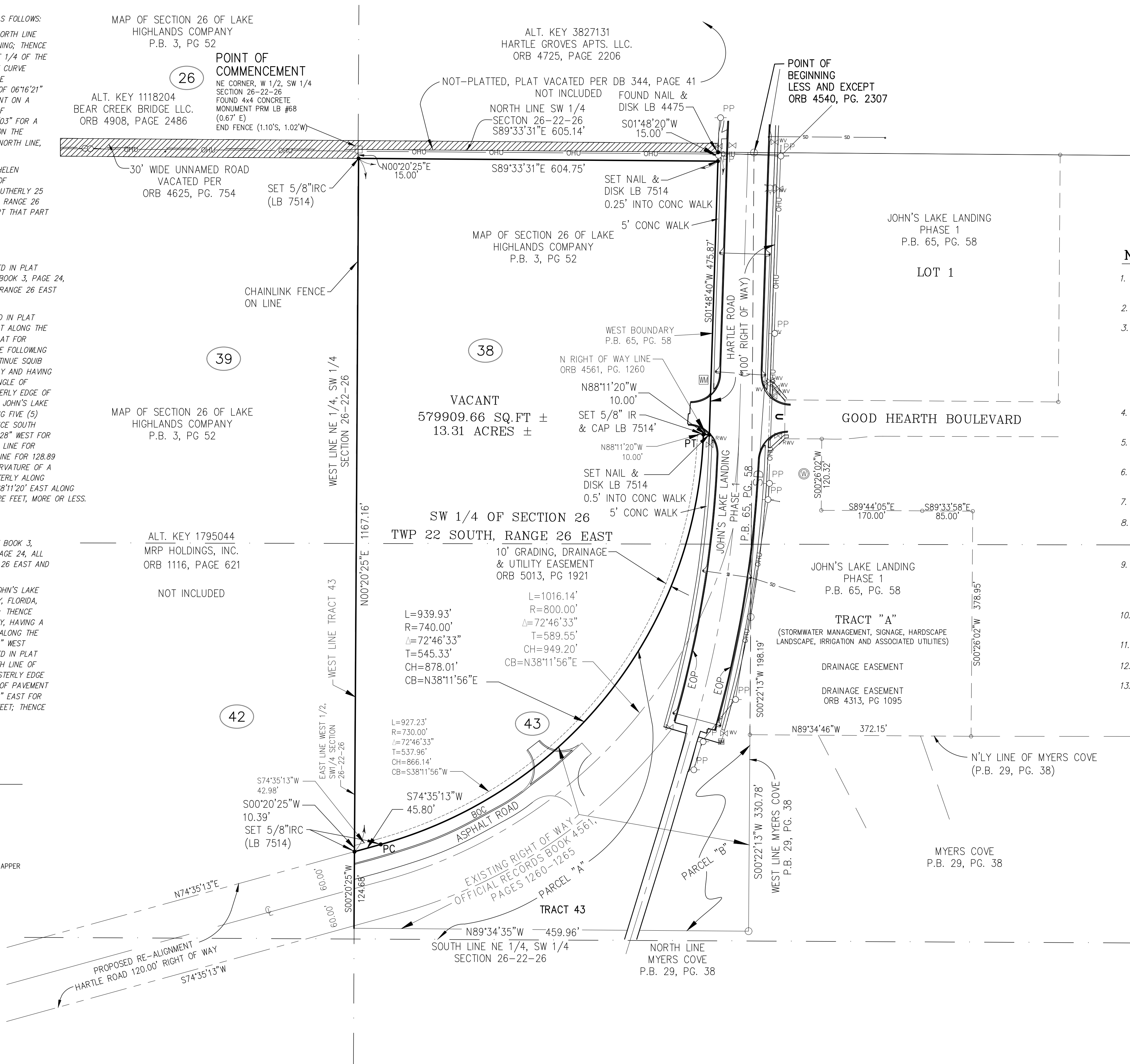
LEGEND

	WATER METER	POC	POINT OF COMMENCEMENT
	CLEAN OUT	POB	POINT OF BEGINNING
	WATER VALVE	ID	IDENTIFICATION
	GAS METER	LB	LICENSED BUSINESS
	POWER POLE	RLS	REGISTERED LAND SURVEYOR
	FLAG POLE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
	FIRE HYDRANT	EOP	EDGE OF PAVEMENT
	SIGN	BOC	BACK OF CURB
	SET 5/8" IRON ROD AND CAP (LB 7514) OR AS NOTED	IR	IRON ROD
	SET NAIL AND DISC (LB 7514) OR AS NOTED	CONC	CONCRETE
	FOUND CONCRETE MONUMENT (AS NOTED)	AC	AIR CONDITIONER PAD
	TELEPHONE JUNCTION BOX	BFP	BACKFLOW PREVENTER
	LIGHT POLE	IRC	IRON ROD & CAP
	GUY WIRE	SAN	SANITARY LINE
	OVERHEAD UTILITY LINE	CLF	CHAIN LINK FENCE
	SANITARY SEWER LINE	ICV	IRRIGATION CONTROL VALVE
	FENCE LINE	FOC	FIBER OPTIC CABLE
	MEASURED	EJB	ELECTRIC JUNCTION BOX
	DESCRIBED	INV	INVERT
	PLAT	N&D	NAIL & DISK
	CALCULATED	FFE	FINISHED FLOOR ELEVATION
	CENTERLINE	PC	POINT OF CURVATURE
	FLORIDA DEPARTMENT OF TRANSPORTATION	PT	POINT OF TANGENCY
	CATEGORY 5 CABLE JUNCTION	PRC	POINT OF REVERSE CURVE
	ELECTRICAL JUNCTION BOX	ORB	OFFICIAL RECORDS BOOK
	BOLLARD	PG	PAGE
	STORM MANHOLE	RR	RAILROAD
	SEWER MANHOLE	SEC	SECTION
	WELL	DB	DEED BOOK
	GAS VALVE	SQ.FT.	SQUARE FEET
	SEWER VALVE	S&2	SCHEDULE B 2 ITEM
	FIRE VALVE		
	SPRINKLER		
	MONITORING WELL		

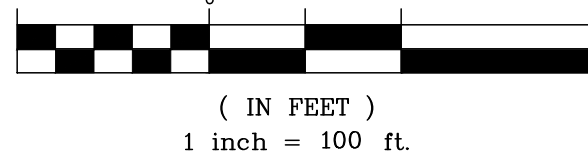
UTILITIES

PVC POLYVINYL CHLORIDE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE

BOUNDARY SURVEY



GRAPHIC SCALE



NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO LAKE COUNTY GEODETIC AND BENCHMARK DENSIFICATION PROJECT 2002 "LK 176" AND REFERENCED TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°20'25" WEST.
- THE LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069 C 0595 E EFFECTIVE DATE: DECEMBER 18, 2012.
- THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE (5J-17.051 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

DANIEL Z. WISE, TRUSTEE

DATE:

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

SHEET 1 OF 1

CLIENT	Daniel Z. Wise, Trustee
JOB NO.	JOB # 171094.0000-001
ACAD FILE	2017-ACAD-171094.0000 Boundary.dwg
DATE	10/17/2017 CHECKED BY: JMS
DRAWN BY:	Scott Dixon FLD. BOOK:MISC 6
REVISIONS	DATE

BOUNDARY SURVEY

26-22S-26E

LAKE COUNTY, FLORIDA.

HARTLE ROAD BOUNDARY SURVEY
Daniel Z. Wise, Trustee





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: May 14, 2018

FEE: _____

Project Name (if applicable): _____

Applicant: LPG Urban & Regional Planners, Inc.

Contact Person: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: Florida Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park State: Florida Zip: 32789

Phone: 407-385-5380 Fax: _____

E-Mail: daniel@danielwisearchitect.com

General Location: Hartle Road

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet): 13.31 acres, 579,909 SF

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

Existing (Actual) Land Use: Undeveloped

Existing Zoning: County Agriculture

Existing Future Land Use: County Urban Low

Proposed Future Land Use: Commercial

Type of development proposed: Mixed Use - Commercial and multi-family



Proposed density (dwelling units/acre) or intensity: .80 ISR

Proposed Zoning District: Planned Development

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

Property is being annexed and requires a land use designation within the City of Clermont. The site is located within an area of mixed uses that include, residential, commercial and industrial. The proposed land use would be a transition between industrial and residential.

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Greg Beliveau, who being

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

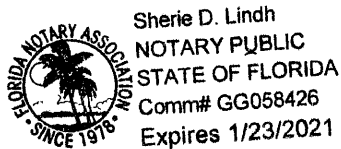
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application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

Greg Beliveau
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26 day of November, 2018.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 1/23/2021



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Daniel Z. Wise, who being

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

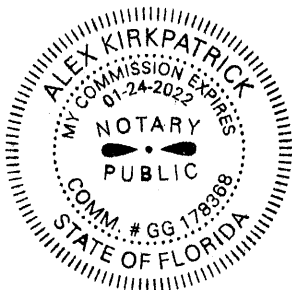
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property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

Daniel Z Wise
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17 day of October, 20 18.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 1/24/22



CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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

The property is PROPOSED to be used for: Mixed Use - Multi-family and commercial



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : Agriculture

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

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

State the reason or basis for this request: City services

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

Section 26, Township 22, Range 26

See Attached

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



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

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

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

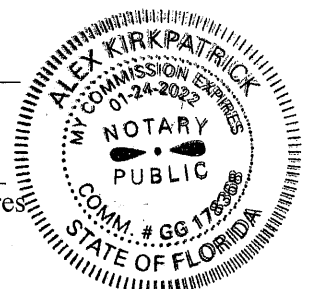
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary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

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 17th day of October, 2018

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

[Signature]
Landowner (Petitioner)
10/17/18
Date

[Signature]
Notary Public
1/24/18
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 10/17/18

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

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Mixed use development of multi-family and commercial
3. That said authority (owner) has appointed (agent's name) Greg Beliveau
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

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

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

X Daniel Wise
Owner (signature)

X Greg Beliveau
Agent's (signature)

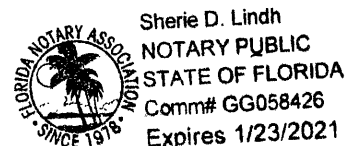
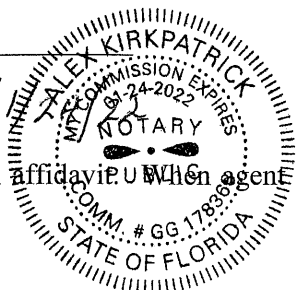
Sworn to and subscribed before
me this 17th day of October,
20 18.

Alex Kirkpatrick
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 26 day of November,
20 18.

Sherie D. Lindh
Notary Public, State of FL
My commission expires: 1/23/2021

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





CITY OF CLERMONT
REZONING
APPLICATION

DATE: May 14, 2018

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Wise Property

APPLICANT: LPG Urban & Regional Planners, Inc.

CONTACT PERSON: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: Florida Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park State: Florida Zip: 32789

Phone: 407-385-5380 Fax: N/A

Address of Subject Property: Hartle Road

Legal Description (include copy of survey): See Attached

Acreage: 13.31 Acres Land Use: County Urban Low

(City verification required)

Present Zoning: Agriculture Proposed Zoning: PUD

(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

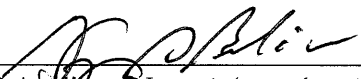
Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

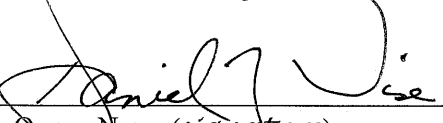
Owner has submitted applications for annexation, rezoning and comp plan amendment.

In order to be in compliance with land development regulations, a rezoning is required. The property is vacant and it is
Proposed to develop it as a mixed use project with multi-family and commercial.

Greg Beliveau
Applicant Name (print)

X 
Applicant Name (signature)

Daniel Z. Wise
Owner Name (print)

X 
Owner Name (signature)

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



September 26, 2019

Mr. Curt Henschel, Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: *Wise (#1579/2)*
 Annexation, LSCPA and Rezoning

Dear Mr. Henschel:

We, on behalf of our client, Daniel Wise, Trustee, would like to request a six month continuance until March 2020 based on the temporary moratorium Ordinance recently adopted regarding multi-family development within the City. The applicant understands that the project may proceed under the terms of Ordinance No. 2019-39, however, in an effort to cooperate with the City of Clermont, we are requesting a continuance in an effort to work together. As you are aware, our client has cooperated with both Lake County and the City of Clermont regarding the extension of Hartle Road and Hook Street. It is our clients desire to provide a quality development consisting of commercial and multi-family uses.

Should you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Beliveau".

Greg A. Beliveau, AICP

Cc: Daniel Wise
 File

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, May 28, 2019 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2019-14

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

Location:

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:
THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"
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Alternate Key 1648157

See Map Below

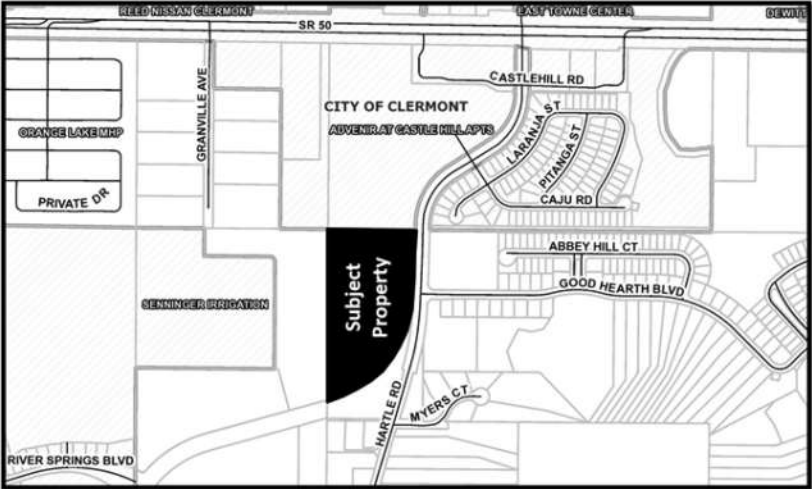
The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



D048519 - May 14 & 21, 2019

☐ **PROOF O.K. BY:** _____

☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048519 (100%)

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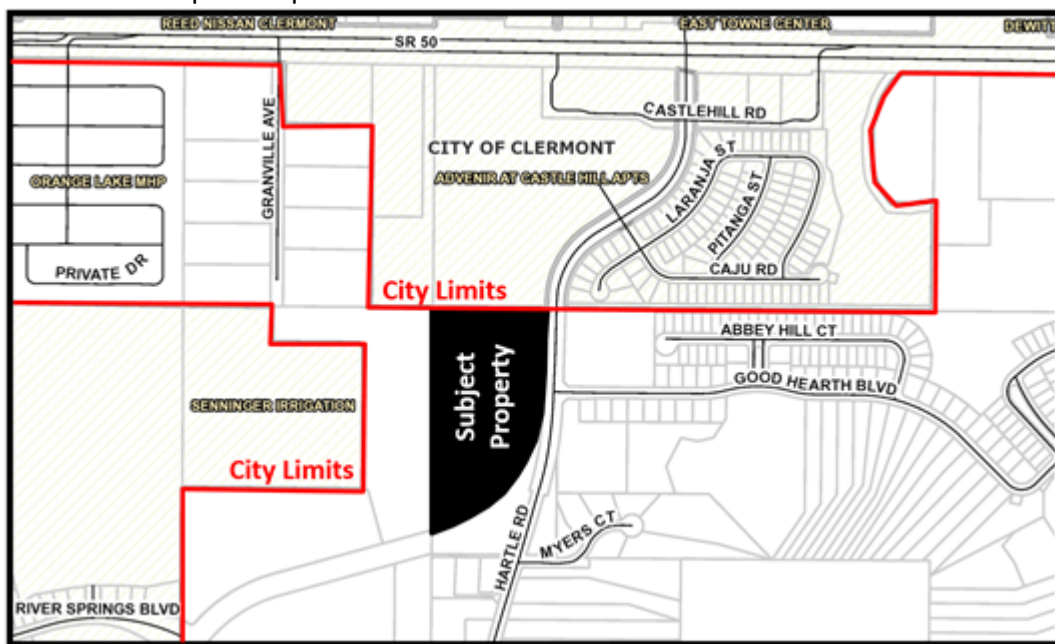
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 14, 2020	
Agenda Item Name	
Ordinance No. 2019-15 <i>Final</i> <i>Wise Large-Scale Comprehensive Plan Amendment</i> <i>Table to August 11, 2020</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-15.	
Staff Report	

The applicant, LPG Urban & Regional Planners, LLC, is requesting a large-scale comprehensive plan amendment on the subject property. The property, approximately 13 acres, is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for annexation and a rezoning to a Planned Unit Development (PUD). The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Commercial. Under Lake County's Comprehensive Plan, FLU Policy 1-1.3.2, the property can be developed at a maximum density (4 units/net acre) of 53 residential units and 144,945 square feet of commercial. The City's Commercial Future Land Use allows up to 0.25 Floor Area Ratio (FAR) and up to 12 units per acre. The commercial square footage would be the same, 144,945 square feet, but an increase of 8 units per acre, or 104 additional residential units could be constructed. The applicant is requesting a rezoning to a PUD for up to 96,000 square feet of commercial/office space and 96 multi-family units that would cap the development totals.

Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include: Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. The maximum density for residential uses shall be 12 units per acre, except for lands which may allow a bonus density of up to 25 units per acre through an affordable housing component, as provided for in the Land Development Code, Section 122, Division 16 Special Overlay District. Densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

The proposed amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review in March. Comments have been received back from three of the agencies. Two were "no comments" and FDOT advised further technical assistance to monitor impacts and coordinate with the Department in order to identify appropriate mitigation strategies to address potential impacts to State Facilities as development on the subject site progresses beyond the amendment phase.

Staff is able to support the request for the comprehensive plan change since the subject property meets the requirements for voluntary annexation, the City is capable of serving the property, it is not in conflict with the City's Comprehensive Plan, and the property can be developed in a similar fashion under Lake County's Urban Low Density. Therefore; staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to the City's Commercial. *The Planning & Zoning Commission recommend unanimous approval, 7-0 for transmittal.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2019-15 Wise CPA | 2019-15 Wise CPA August.doc |
| 2. | Wise Map | Wise Map.pdf |
| 3. | 171094 Daniel Wise -Bndy_10-24_17 | 171094 Daniel Wise -Bndy_10-24_17.pdf |
| 4. | executive summary_05-14-18_SL | executive summary_05-14-18_SL.pdf |
| 5. | Clermont_Proposed_19-02ESR_FDOT_040519
Wise response | Clermont_Proposed_19-02ESR_FDOT_040519 Wise
response.pdf |

6.	DEO response	DEO response.pdf
7.	FL DEP response	FL DEP response.pdf
8.	6 month extension Wise	6 month extension Wise.pdf
9.	Wise CPA Legal Ad	Wise CPA Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-15

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:



CITY OF CLERMONT
ORDINANCE NO. 2019-15

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

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CITY OF CLERMONT
ORDINANCE NO. 2019-15

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CITY OF CLERMONT
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Alternate Key 1648157

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: URBAN LOW DENSITY
TO CITY OF CLERMONT: COMMERCIAL

SECTION 2.

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

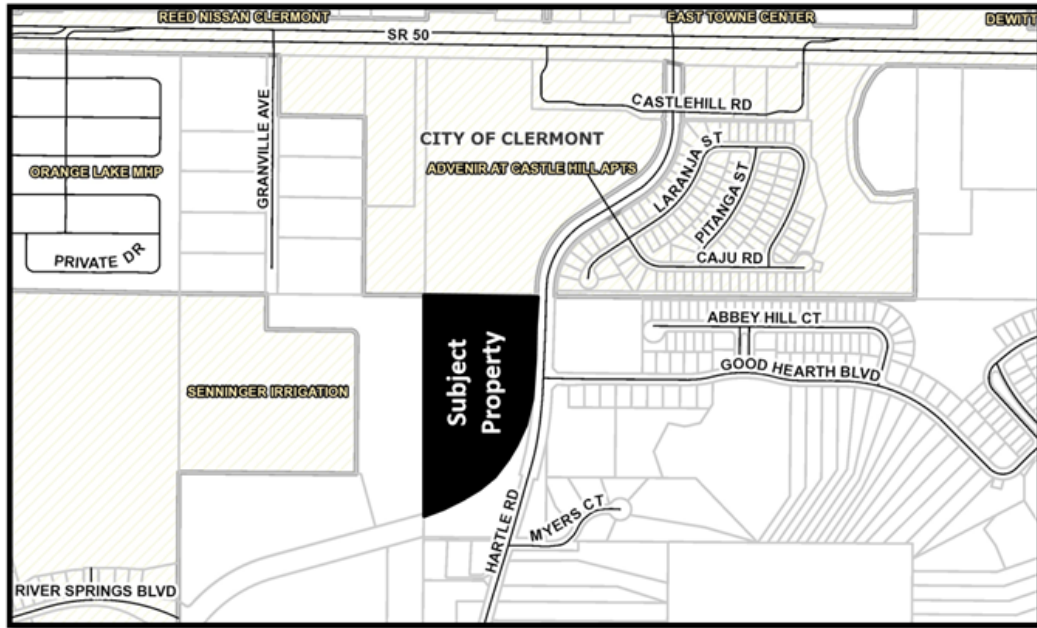
SECTION 3.

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

SECTION 4.

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

CITY OF CLERMONT
ORDINANCE NO. 2019-15





CITY OF CLERMONT
ORDINANCE NO. 2019-15

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of August, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Wise Property

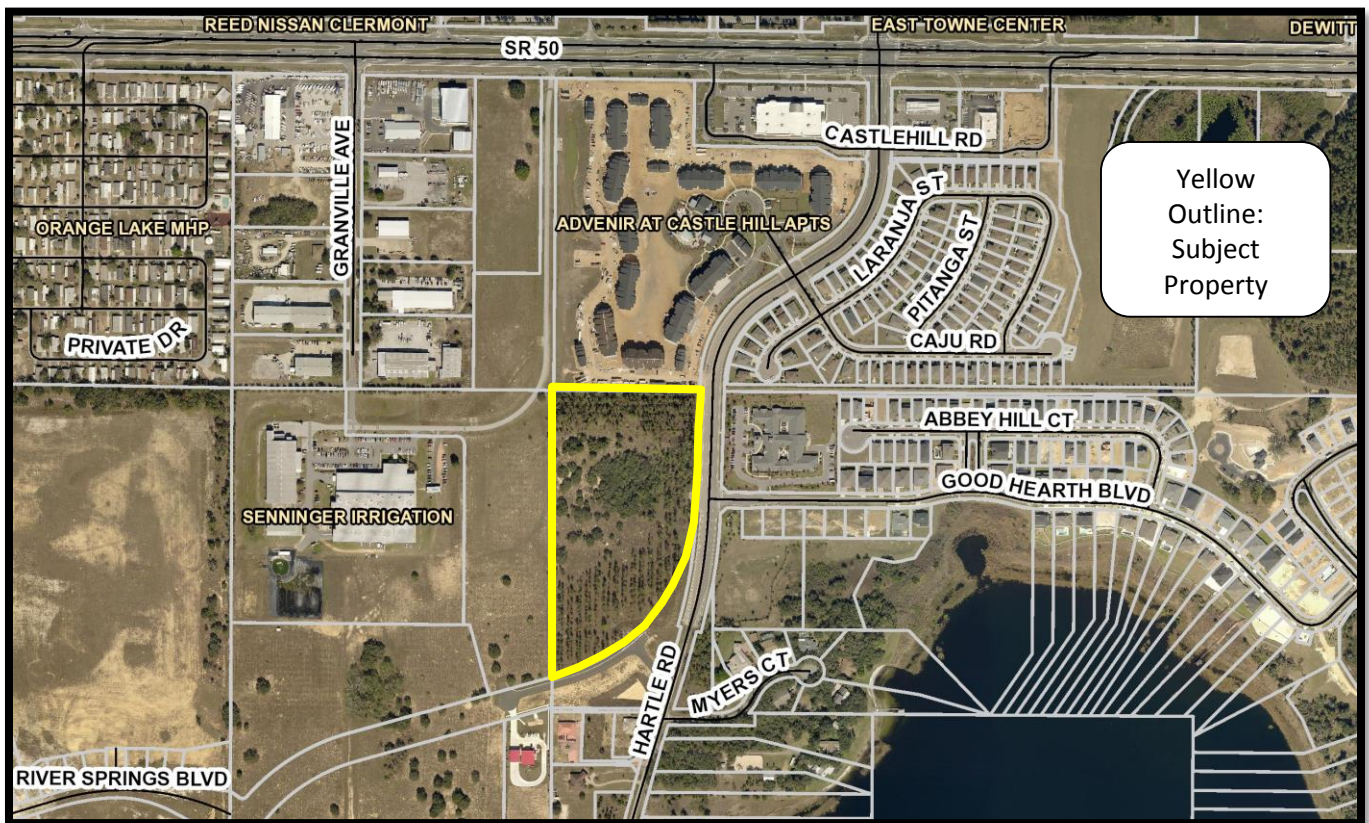
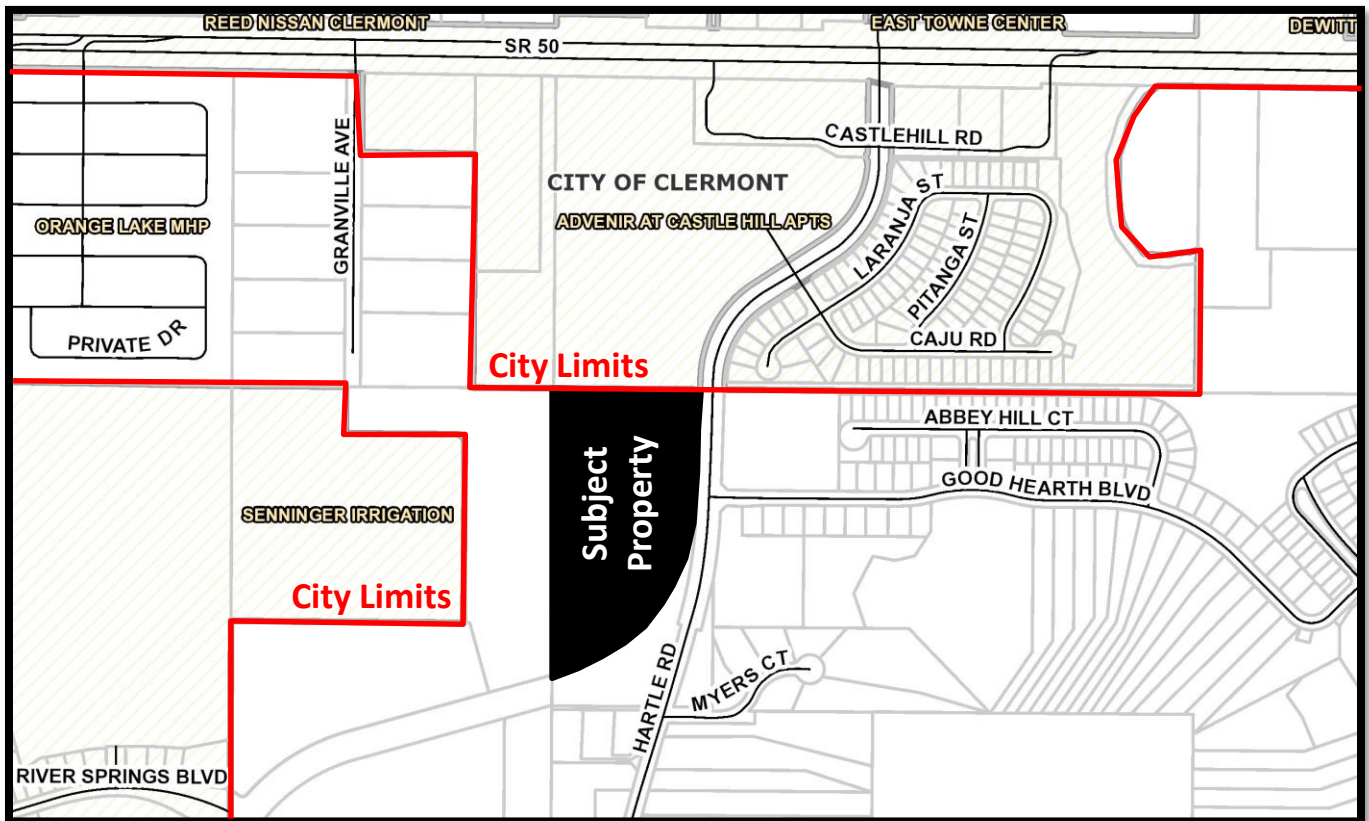


Exhibit – Future Land Use Map – Wise Property

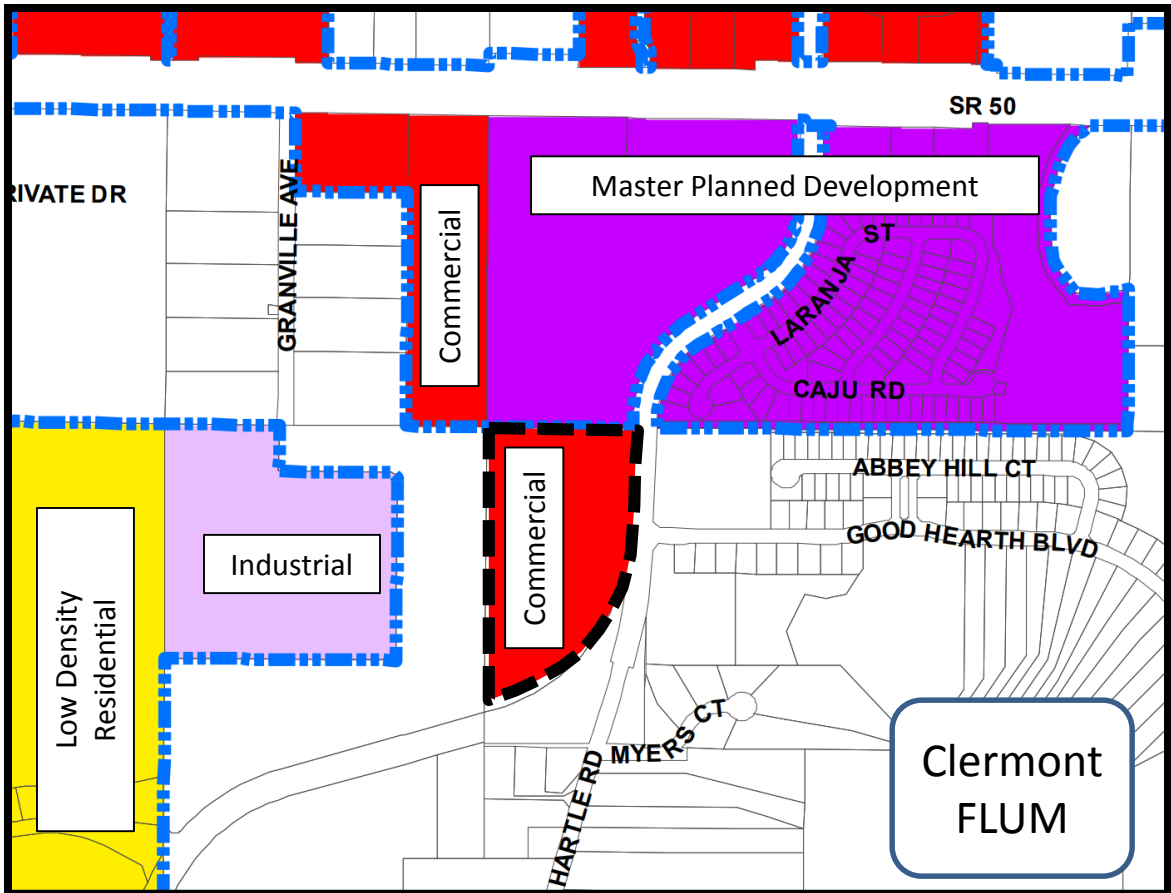
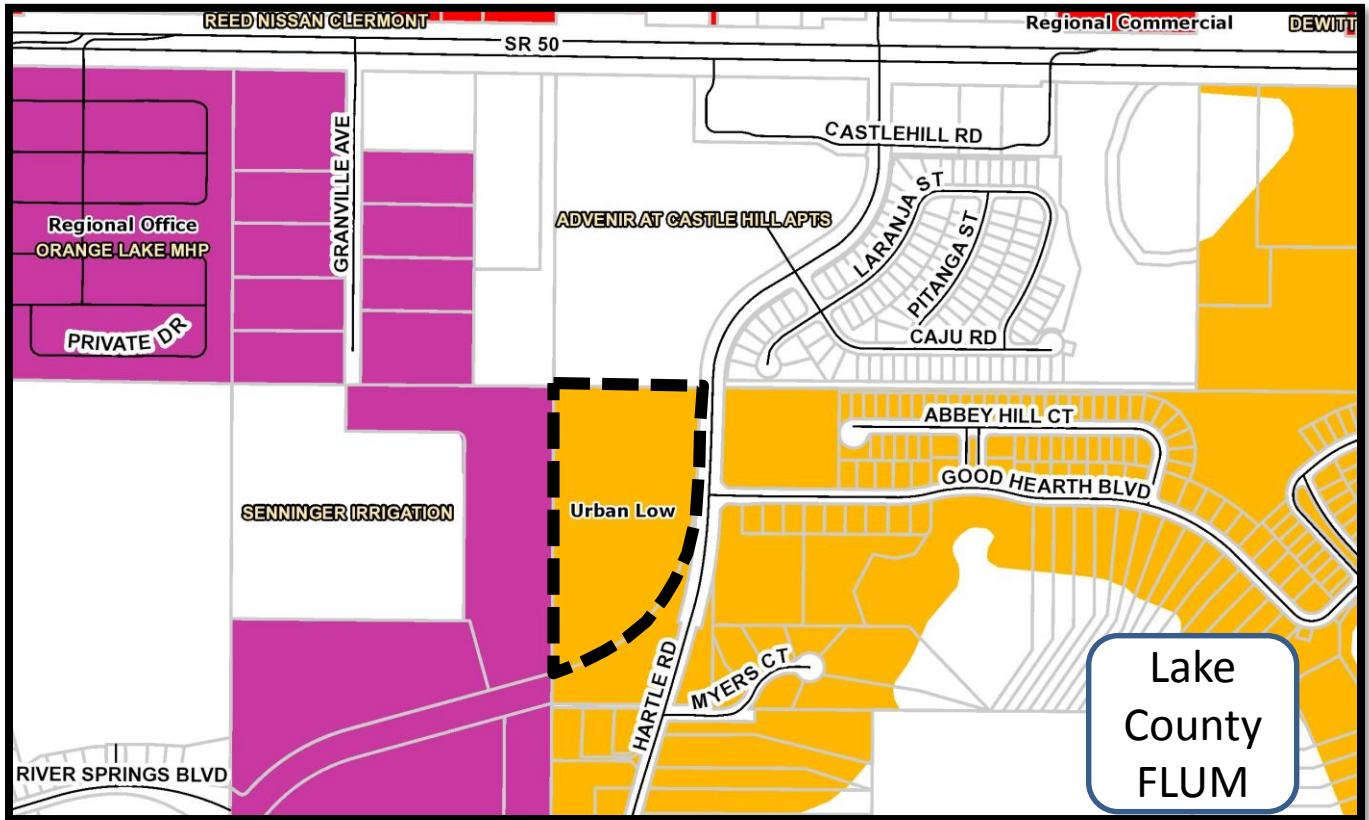
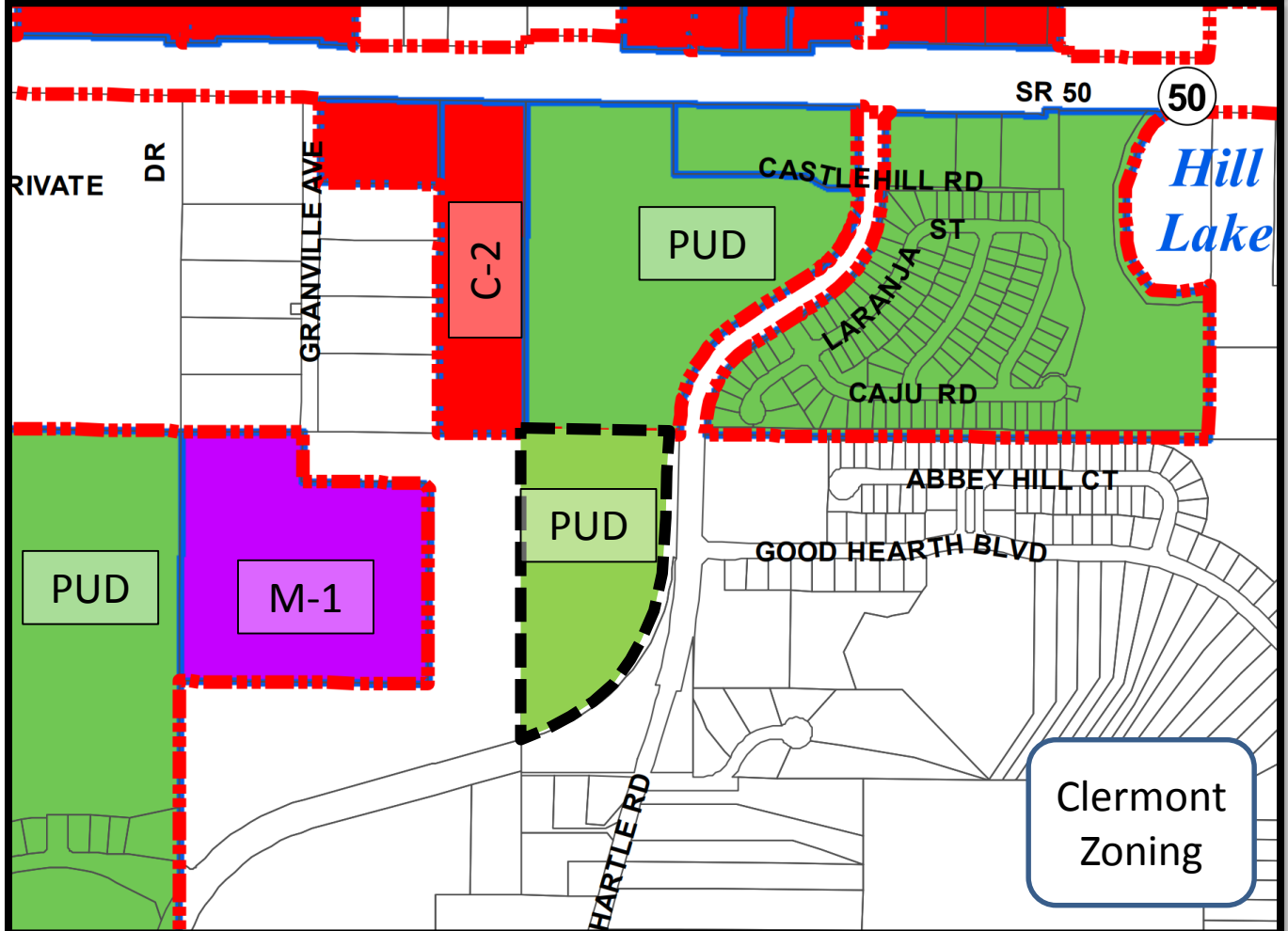
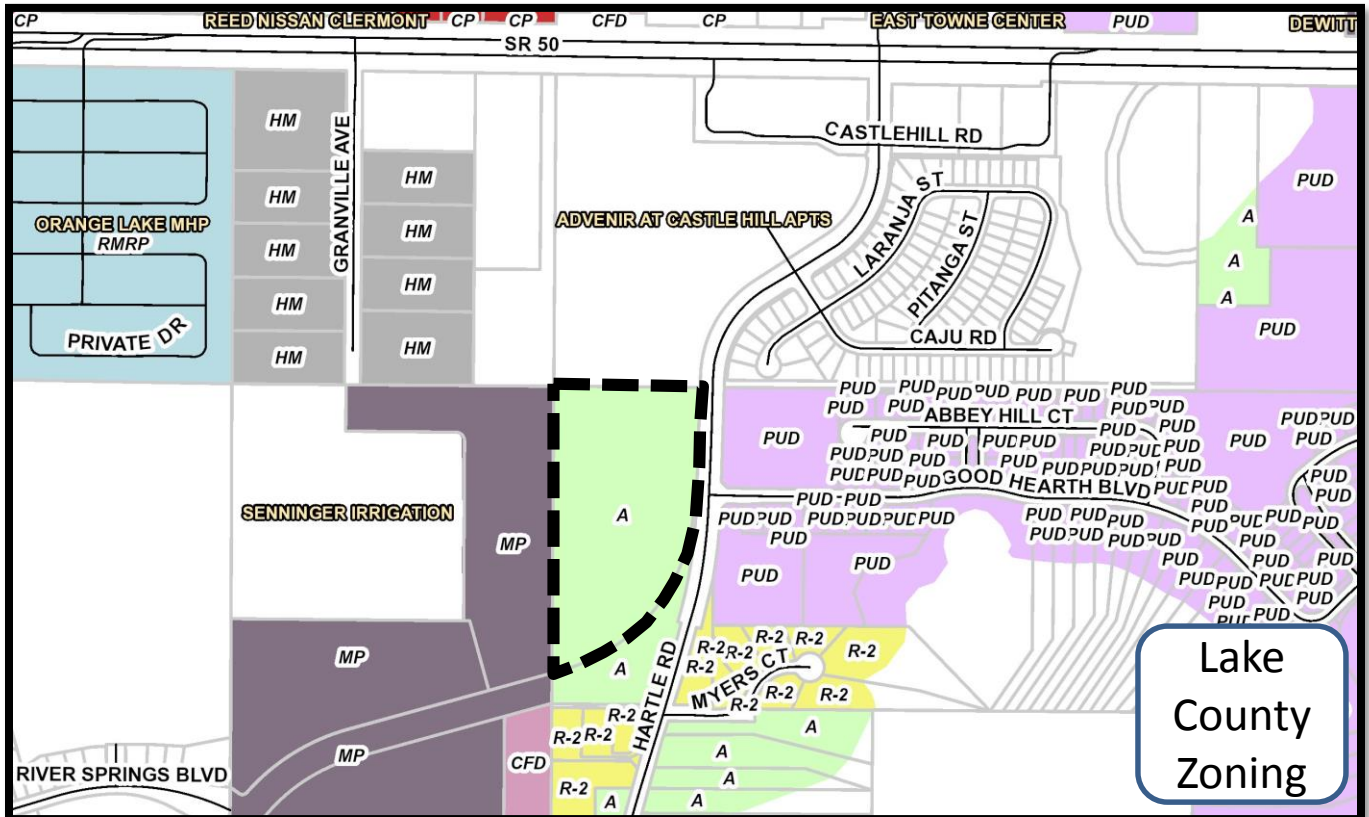


Exhibit – Zoning Map – Wise Property



LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY, PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, ? TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01B 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS, TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR 218.95 FEET; THENCE SOUTH 00°22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH-1 LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH-1 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.10 ACRES OR 47,901 SQUARE FEET, MORE OR LESS.

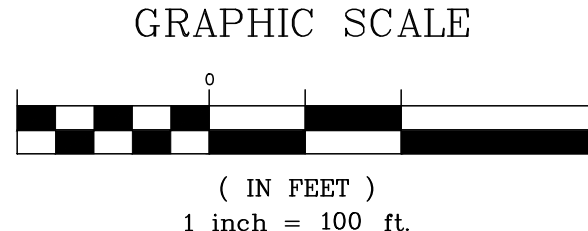
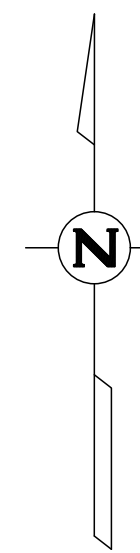
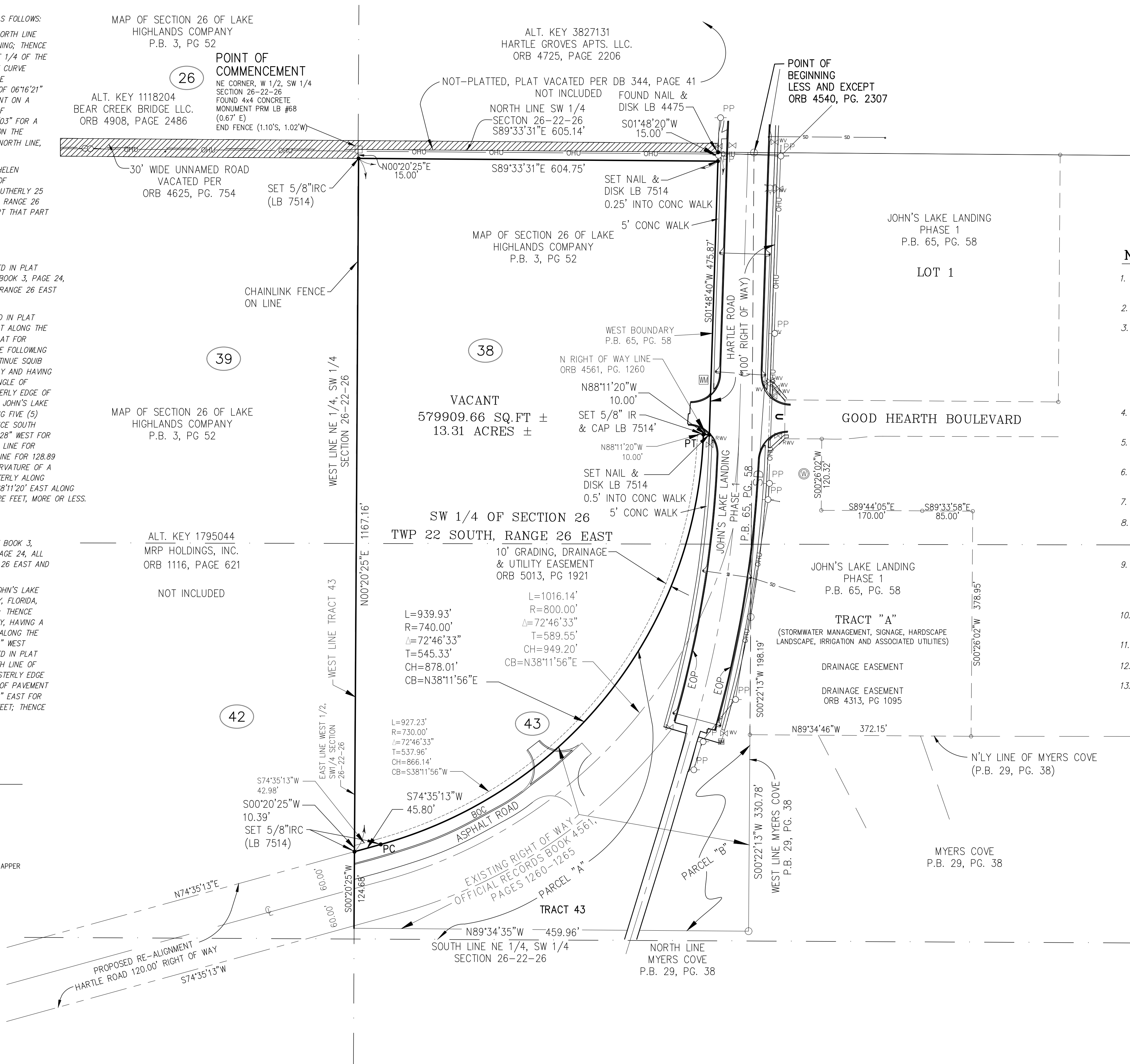
LEGEND

	WATER METER	POC	POINT OF COMMENCEMENT
	CLEAN OUT	POB	POINT OF BEGINNING
	WATER VALVE	ID	IDENTIFICATION
	GAS METER	LB	LICENSED BUSINESS
	POWER POLE	RLS	REGISTERED LAND SURVEYOR
	FLAG POLE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
	FIRE HYDRANT	EOP	EDGE OF PAVEMENT
	SIGN	BOC	BACK OF CURB
	SET 5/8" IRON ROD AND CAP (LB 7514) OR AS NOTED	IR	IRON ROD
	SET NAIL AND DISC (LB 7514) OR AS NOTED	CONC	CONCRETE
	FOUND CONCRETE MONUMENT (AS NOTED)	AC	AIR CONDITIONER PAD
	TELEPHONE JUNCTION BOX	BFP	BACKFLOW PREVENTER
	LIGHT POLE	IRC	IRON ROD & CAP
	GUY WIRE	SAN	SANITARY LINE
	OVERHEAD UTILITY LINE	CLF	CHAIN LINK FENCE
	SANITARY SEWER LINE	ICV	IRRIGATION CONTROL VALVE
	FENCE LINE	FOC	FIBER OPTIC CABLE
	MEASURED	EJB	ELECTRIC JUNCTION BOX
	DESCRIBED	INV	INVERT
	PLAT	N&D	NAIL & DISK
	CALCULATED	FFE	FINISHED FLOOR ELEVATION
	CENTERLINE	PC	POINT OF CURVATURE
	FLORIDA DEPARTMENT OF TRANSPORTATION	PT	POINT OF TANGENCY
	CATEGORY 5 CABLE JUNCTION	PRC	POINT OF REVERSE CURVE
	ELECTRICAL JUNCTION BOX	ORB	OFFICIAL RECORDS BOOK
	BOLLARD	PG	PAGE
	STORM MANHOLE	RR	RAILROAD
	SEWER MANHOLE	SEC	SECTION
	WELL	DB	DEED BOOK
	GAS VALVE	SQ.FT.	SQUARE FEET
	SEWER VALVE	S&2	SCHEDULE B 2 ITEM
	FIRE VALVE		
	SPRINKLER		
	MONITORING WELL		

UTILITIES

PVC POLYVINYL CHLORIDE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE

BOUNDARY SURVEY



NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO LAKE COUNTY GEODETIC AND BENCHMARK DENSIFICATION PROJECT 2002 "LK 176" AND REFERENCED TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°20'25" WEST.
- THE LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069 C 0595 E EFFECTIVE DATE: DECEMBER 18, 2012.
- THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE (5J-17.051 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

DANIEL Z. WISE, TRUSTEE

DATE:

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

SHEET 1 OF 1

CLIENT	Daniel Z. Wise, Trustee
JOB NO.	JOB # 171094.0000-001
ACAD FILE	2017-ACAD-171094.0000 Boundary.dwg
DATE	10/17/2017 CHECKED BY: JMS
DRAWN BY:	Scott Dixon FLD. BOOK:MISC 6
REVISIONS	DATE

BOUNDARY SURVEY

26-22S-26E

LAKE COUNTY, FLORIDA.

HARTLE ROAD BOUNDARY SURVEY
Daniel Z. Wise, Trustee





**DANIEL WISE, TRUSTEE
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT
NOVEMBER 2018**

Prepared By:

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

City of Clermont
Large Scale Comprehensive Plan Amendment
Daniel Wise, Trustee

Executive Summary

The proposed large scale comprehensive plan amendment consists of 13.31 ± acres and is located off of Hartle Road (Figured 1 and 2) south of SR 50. The subject site abuts the City of Clermont along the northern property boundary and the applicant is requesting annexation. The subject property should be considered infill development. It should also be noted that there is a planned roadway along the northern property boundary known as Hooks Street extension.

The site is designated as Urban Low on the Lake County Future Land Use Map (Figure 3). The applicant is proposing to designate the site as Commercial on the City's Future Land Use Map (Figure 4). Pursuant to FLU Policy 1-1.3.2 of the Lake County Comprehensive Plan, the property could have been developed at a maximum density (4 units/net acre) of 53 residential units and 144,945 square feet of commercial (Table 1). Under the proposed City designation of Commercial land use pursuant to FLU Policies 1.2.4 and 1.9.2 the property can be developed at a maximum density of 156 units and 144,945 square feet of commercial (Table 1). The net change in maximum development is an additional 103 residential units.

School Impact Analysis

The proposed land use will increase the students generated by 35 students; however, the school impact analysis indicates that there is sufficient capacity available to support the amendment.

Existing County Land Use Residential Units: 53 SF units

Proposed Development Residential Units: 156 SF units

Lake County Student Generation Rates	
Single-Family	
Type	Student Multipliers per Dwelling Unit
High School	0.102
Middle School	0.074
Elementary School	0.152
Total	0.328

The anticipated number of students generated by the existing land use is shown in Table 3. The anticipated number of students generated by the proposed development is shown in Table 4. In summary, the proposed change increases the students generated by 35 students (16 elementary, 8 middle school and 11 high school). There are adequate school facilities to accommodate the proposed amendment.

**TABLE 3
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	53	0.152	8	0	0.143	0	8
MIDDLE	53	0.074	4	0	0.063	0	4
HIGH	53	0.102	5	0	0.077	0	5
GRAND TOTAL							17

**TABLE 4
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	156	0.152	24	0	0.143	0	24
MIDDLE	156	0.074	12	0	0.063	0	12
HIGH	156	0.102	16	0	0.077	0	16
GRAND TOTAL							52

School Name	Projected Enrollment 2020-2021	Permanent Student Capacity	Projected Five-Year Capacity %	Student Enrollment w/Impact	% of Perm. Capacity w/Impact
Grassy Lake Elementary	1,049	1,175	89%	1,069	91%
East Ridge Middle	1,152	1,590	72%	1,162	73%
Lake Minneola High	1,765	1,835	96%	1,779	97%

Source: Lake County School District Five-Year Plan, Fiscal Year 2016-2020

Potable Water Analysis

The City of Clermont currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Consumptive Use Permit (Permit No. 2478) as issued by the St. Johns River Water

Management District (SJRWMD). Permit no. 2478 allows for an annual withdrawal from the Floridian Aquifer of 7.91 mgpd. The City currently utilizes approximately 5.976 mgpd.

The City has a current available capacity of 1.93 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 1.85 mgpd.

Sanitary Sewer Analysis

The City of Clermont currently owns, operates, and maintains a central sanitary sewer system. The City's central sanitary system is comprised of one (1) wastewater treatment plant (WWTP) with a permitted capacity of 4.0 mgpd. The City currently utilizes approximately 3.028 mgpd. The City has a current available capacity of 0.972 mgpd.

An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.942 mgpd.

Solid Waste Analysis

The City of Clermont provides solid waste collection service to all its residents through a private franchise service. The City's adopted level of service (LOS) for solid waste is 6.63 lbs per day per resident. The estimated population with the amendment is 429 (156 x 2.75 pph) and will generate approximately 1.42 tons per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

The proposed land use will generate an additional 37 PM peak hour trips as outlined below; however, the analysis does not take into account an internal capture rate. Utilizing an internal capture rate of 11% would decrease the PM peak hour trips from 37 to 25 thus the proposed amendment should be considered insignificant.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	156 unit	210	1,485	156	98	58
Office/Commercial	144,945 SF	710	1,598	216	37	179
TOTAL GROSS TRIPS (PROPOSED)			3,083	306	96	211

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	53 units	210	505	53	33	20
Office/Commercial	144,945 SF	710	1,598	216	37	179
TOTAL GROSS TRIPS (EXISTING)			2,103	269	70	199

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	37	26	12

Environmental Analysis

The subject site consists of upland soils (Figure 5). Portions of the subject property are located within the 100 year flood plain (Figure 6). Prior to development, an environmental assessment will be conducted. Should protected species occupy the site, appropriate permits will be secured prior to development.

Comprehensive Plan Compliance

The proposed amendment is in compliance with the following policies (among others) of the City of Clermont's Comprehensive Plan:

Future Land Use

FLU Policy 1.1.3:	Encourage Infill
FLU Policy 1.2.4:	Commercial
FLU Policy 1.9.1:	Mix of Uses
FLU Policy 1.9.2:	Maximum Commercial Intensity

Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Proposed Maximum Development	Net Change in Development Potential
Daniel Wise *	13.31	Urban Low (4 unit/acre)	53 Units 144,945 SF	Commercial (12 units/acre & .25 FAR)	156 Units 144,945 SF	+ 103 Units
TOTAL	13.31		53 Units 144,945 SF		156 Units 144,945 SF	+103 Units

* Annexation Ordinance No

Existing Lake County Urban Low - Max. Density = 4 units/net acre per FLU Policy 1-1.3.2

City of Clermont - FLU Policy 1.2.4 and 1.9.2 – Max Density = 12 units/acre and .25 FAR

Table 2 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						1.93
Daniel Wise Trustee*	13.31	County Urban Low 4 units/net acre 0.25 FAR	Commercial 12 units/acre 0.25 FAR	156 Units 144,945 SF	0.079	1.85

* Annexation Ordinance No

Water demand was calculated at 185 gallons per capita per day pursuant to City's LOS standard

Table 3 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	WasteWater Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						0.972
Daniel Wise Trustee*	13.31	County Urban Low 4 units/net acre 0.25 FAR	Commercial 12 units/acre 0.25 FAR	156 Units 144,945 SF	0.030	0.942

* Annexation Ordinance No

Wastewater demand was calculated at 70 gallons per capita per day pursuant to City's LOS standard

Figure 1



Figure 2



Figure 3

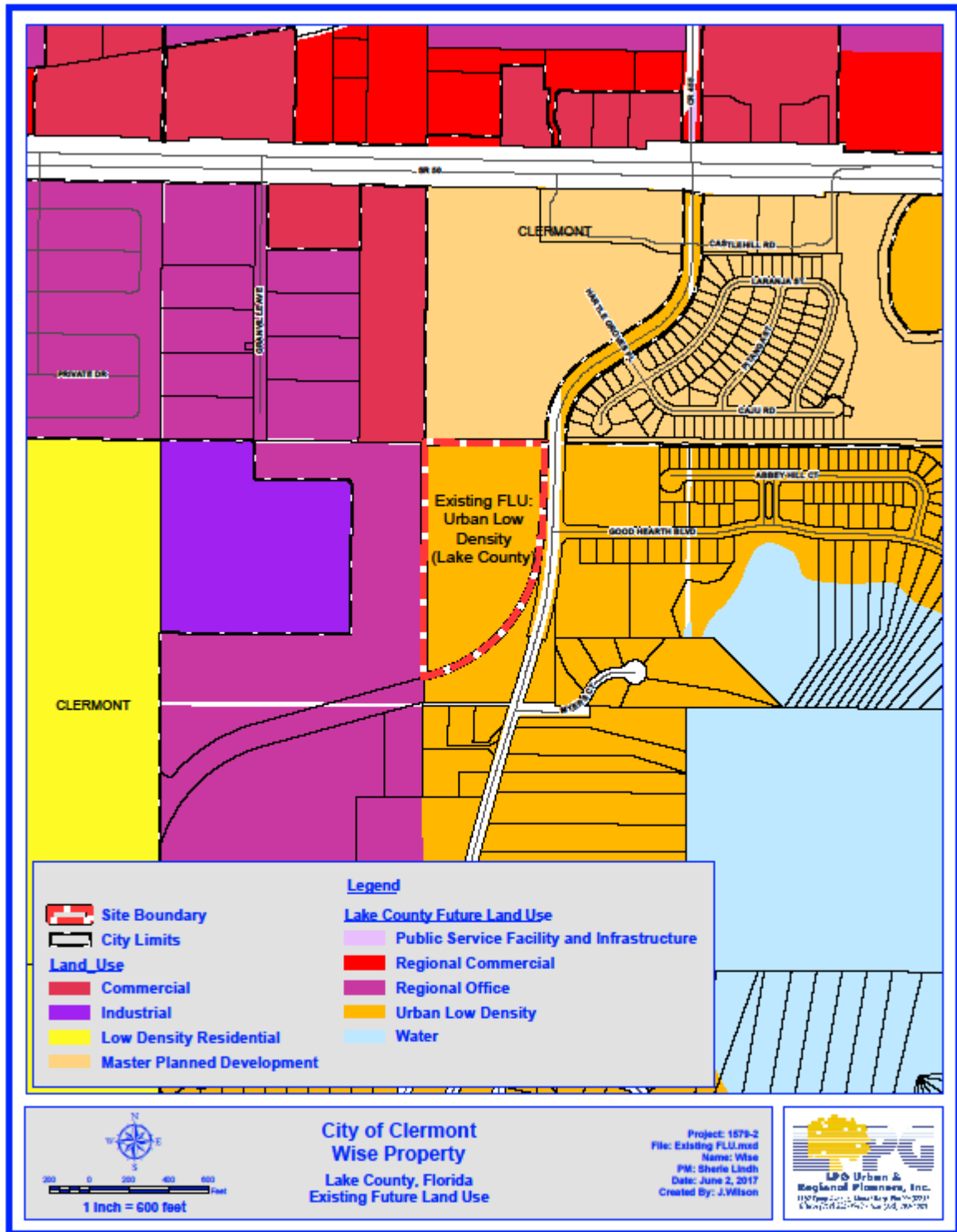


Figure 4

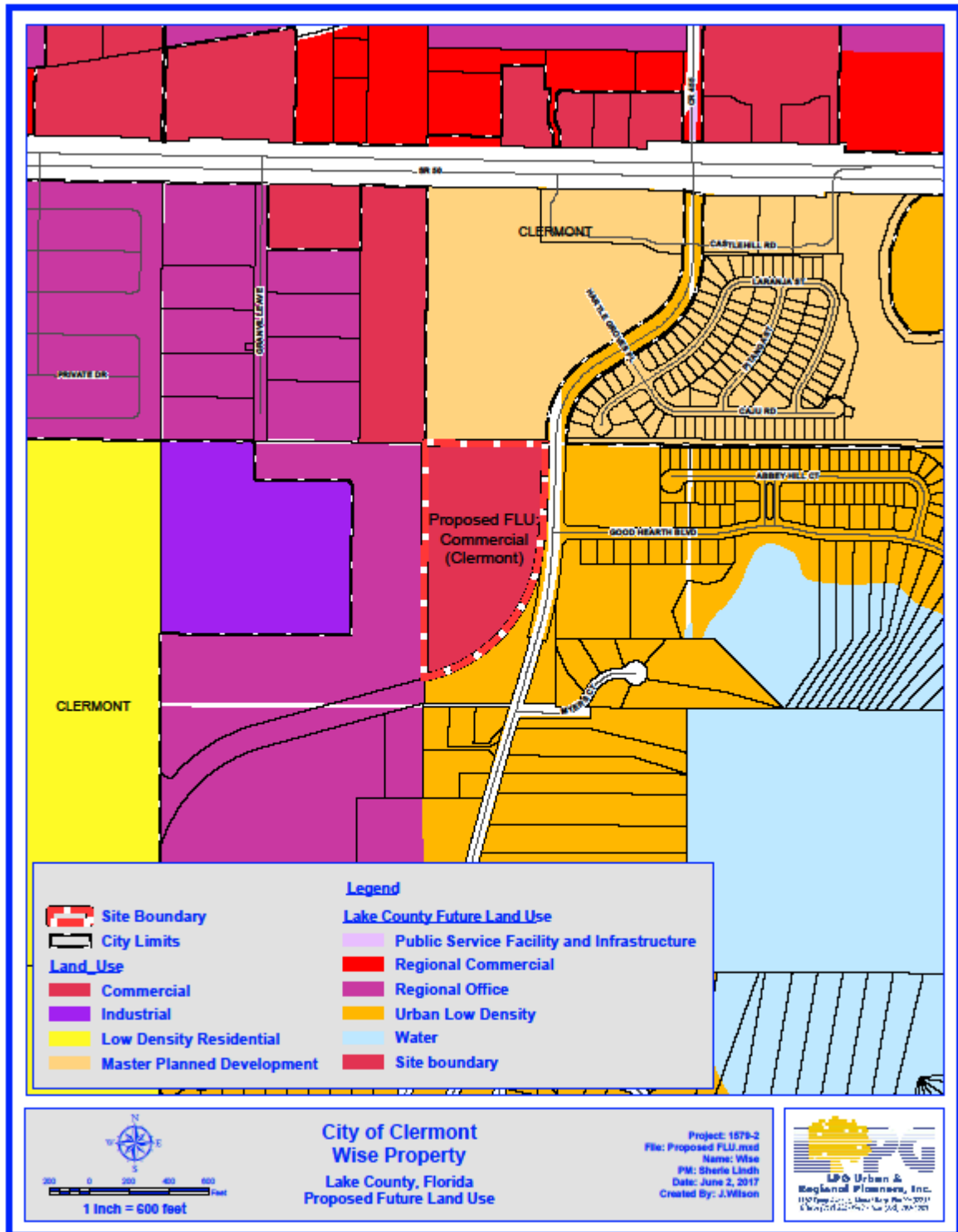


Figure 5



Figure 6





Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT.
SECRETARY

April 5, 2019

John E. Kruse, AICP
Senior Planner
685 W. Montrose Street
Clermont, FL 34711

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT
LOCAL GOVERNMENT: CITY OF CLERMONT
DEO #: 19-2ESR

Dear Mr. Kruse,

The Department of Transportation has completed its review of the subject Proposed Comprehensive Plan Amendment as requested in your memorandum dated March 15, 2019, and received by the Department on March 18, 2019.

We appreciate the opportunity to participate in this review process and we offer our technical assistance with this review. The proposed amendment is not expected to result in adverse impacts to the State Highway System (SHS) and Strategic Intermodal System (SIS), however, it results in an increase in the trip generation potential of the subject site; therefore, the Department offers a technical assistance comment in the attached document.

If you have any questions, you may contact Tina Williamson at 386-943-5150 or by email at Tina.Williamson@dot.state.fl.us.

Sincerely,

A handwritten signature in blue ink that reads "Jean Parlow". The signature is written in a cursive, flowing style.

Jean Parlow
Growth Management Coordinator

Attachment

C: Tim McClendon, Lake County
D. Ray Eubanks, DEO
Sherry Spiers, DEO

Kellie Smith, FDOT
Jennifer Carver, FDOT
Fred Milch, ECFRPC

PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-2ESR
Date Amendment Received FDOT: 03/18/2019
Review Comments Deadline: 04/17/2019
Today's Date: 04/05/2019

GENERAL BACKGROUND INFORMATION

The City of Clermont has submitted the proposed City of Clermont 19-2ESR Large-Scale Comprehensive Plan Amendment pertaining to 13.31± acres of land located off of Hartle Road south of SR 50, west of CR 455 and Good Hearth Boulevard in Clermont, Lake County. The proposed amendment changes the Future Land Use Map (FLUM) designations of the subject area from the County's Urban Low Density to the City's Commercial.

The pertinent FLUM designation and description for the FLU amendment include the following:

- **LAKE COUNTY – URBAN LOW DENSITY**

The "Urban Low Density" future land use category provides for a range of residential development in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use, unless permitted as an Economic Development Overlay District. This land use category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities.

Maximum allowed density: Urban Low Density – Not to exceed four (4) dwelling units per one (1) acre.

- **CITY OF CLERMONT – COMMERCIAL**

The "Commercial" category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Maximum allowed density: Commercial – Not to exceed 12 dwelling units per one (1) acre and a FAR of 0.25.

FDOT Contact:	Tina Williamson In-house Consultant FDOT District 5	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR, Inc.
Fax:	386-943-5713		407-420-4200
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	Chelsea.Williams@hdrinc.com		
	H:\Deland\Development\PLEMO\Planning\Growth Management\CPA\CPA Project Files\Clermont_Lake\Review\2019\19-02ESR\Proposed\Draft City of Clermont_Proposed_19-2ESR_FDOT Review.docx		

PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-2ESR
Date Amendment Received FDOT: 03/18/2019
Review Comments Deadline: 04/17/2019
Today's Date: 04/05/2019

FUTURE LAND USE MAP AMENDMENT

Elements: Future Land Use Element (Future Land Use Map)

Rule Reference: Chapter 163, Florida Statutes

Background:

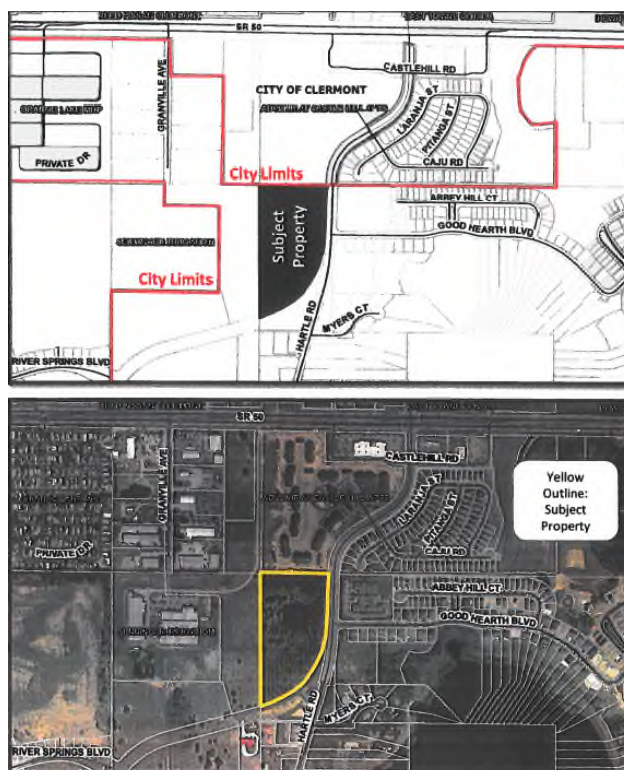
The City of Clermont has submitted the proposed City of Clermont 19-2ESR Large-Scale Comprehensive Plan Amendment pertaining to 13.31± acres of land located off of Hartle Road south of SR 50, west of CR 455 and Good Hearth Boulevard in Clermont, Lake County. The proposed amendment changes the Future Land Use Map (FLUM) designations of the subject area from the County's Urban Low Density to the City's Commercial.

Figure 1: Location Map

FDOT Contact:	Tina Williamson In-house Consultant FDOT District 5	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR, Inc.
Fax:	386-943-5713		407-420-4200
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	Chelsea.Williams@hdrinc.com		
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PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-2ESR
Date Amendment Received FDOT: 03/18/2019
Review Comments Deadline: 04/17/2019
Today's Date: 04/05/2019



Under Lake County's Comprehensive Plan, the property can be developed at a maximum 4 units per acre for a total of 53 residential units and 144,945 square feet of commercial. The City's Commercial FLU allows up to 0.25 FAR and up to 12 units per acre. The commercial square footage would be the same (144,945), but the City designation allows an increase of 8 units per acre, or 103 additional residential units.

The ITE Trip General Manual 10th edition provides various land use categories such as industrial, residential, lodging, and recreational. Given that the Lake County and City of Clermont FLU designations are not identical to the ITE Trip General Manual 10th edition land use categories, a closely associated and reasonable land use of single-family residential was assumed for the current and proposed analysis.

Table 1 below shows the difference in total trip generation potential for the proposed and adopted FLU designations, and the change in trips as a result of the proposed FLUM amendment.

FDOT Contact:	Tina Williamson In-house Consultant FDOT District 5	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR, Inc.
Fax:	386-943-5713		407-420-4200
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	Chelsea.Williams@hdrinc.com		
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PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-2ESR
Date Amendment Received FDOT: 03/18/2019
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Table 1: Trip Generation Potential of Parcel Affected by FLUM Amendment – Maximum Allowable for Existing and Proposed FLUM Designation

Scenario	Land Use	ITE Land Use Code	Allowed Development		Daily Trips	P.M. Peak Hour Trips
Adopted	Single Family	210	53	d.u.	505	53
Adopted	Office/Commercial	710	144,945	s.f.	1,598	216
Proposed	Single Family	210	156	d.u.	1,485	156
Proposed	Office/Commercial	710	144,945	s.f.	1,598	216
Change in Trips					+980	+103

Source: ITE Trip Generation Manual 10th Edition; d.u. = dwelling units; s.f. = square feet

The trip generation analysis provided in the application accounts for an internal capture of 11%. Based on the adopted and proposed FLU designations, the analysis indicates the proposed amendment would result in an increase of the trip generation potential of the subject property by 980 daily trips and 103 P.M. peak hour trips.

FDOT Contact: Tina Williamson In-house Consultant FDOT District 5 Telephone: 386-943-5150 Fax: 386-943-5713 E-mail: Tina.Williamson@dot.state.fl.us File: H:\Deland\Development\PEMO\Planning\Growth Management\CPA\CPA Project Files\Clermont_Lake\Review\2019\19-02ESR\Proposed\Draft City of Clermont_Proposed_19-2ESR_FDOT Review.docx	Reviewed by: Chelsea Williams, EI HDR, Inc. 407-420-4200 407-420-4242 Chelsea.Williams@hdrinc.com
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PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-2ESR
Date Amendment Received FDOT: 03/18/2019
Review Comments Deadline: 04/17/2019
Today's Date: 04/05/2019

Technical Assistance:

The review noted an error in the trip generation analysis provided in the application. The Proposed Land Use Program table shows a total PM Peak Hour volume of 306 trips. However, this value should be 372 trips. Therefore, resulting in an increase of 103 PM Peak Hour trips, not 37 as stated in the application. Using an internal capture assumption by the applicant of 11%, this will result in 92 PM Peak Hour trips, not 25 as stated in the application.

The Department acknowledges the Planned Unit Development zoning proposed in association with the Comprehensive Plan Amendment would limit the development potential on the property to 96,000 square feet of commercial/office uses and 96 multi-family units. However, since the proposed land use change will result in an increase of trips generated, the effect on state highway facilities is analyzed below. SR 50 north of the project area is the only state highway facility that may be affected. The analysis below looks at the current traffic conditions of the roadway and what impacts additional trips may have.

Table 2: Nearby Affected State Highways

Road	Segment	No. of Lanes	Adopted LOS	Daily LOS Capacity	2018 AADT	Remaining Daily Capacity	Over Capacity?
SR 50	From Hartle Road to Orange County Line	6	D	59,900	62,500	-2,600	Yes
	From Hancock Road to Hartle Lane	6	D	59,900	64,000	-4,100	Yes

According to the FDOT Traffic Online, SR 50 is operating over capacity. The 2018 AADT is an average of 63,250 trips from Hancock Road to the Orange County Line. This condition exists with or without the proposed amendment. The proposed development will add 908 daily trips and 92 PM Peak Hour trips to the surrounding roadways.

The proposed land use amendment results in an increase in the trip generation potential of the subject site; therefore, the Department offers the following technical assistance comment:

- 1) The Department recommends the City of Clermont continue to monitor impacts to State Facilities through traffic impact analyses and coordinate with the Department in order to identify appropriate mitigation strategies to address potential impacts to State Facilities as development on the subject site progresses beyond the amendment phase.

The Department respectfully requests a copy of the adopted plan. Please provide the adopted plan within 10 working days of adoption, in order to assist in facilitating review within the required 30-day time frame

FDOT Contact:	Tina Williamson In-house Consultant FDOT District 5 386-943-5150 386-943-5713 Tina.Williamson@dot.state.fl.us	Reviewed by:	Chelsea Williams, EI HDR, Inc. 407-420-4200 407-420-4242 Chelsea.Williams@hdrinc.com
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PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
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Today's Date: 04/05/2019

from adoption, as required by Statutes (Expedited State Review Amendment Process Section 163.3184(3) and (5), Florida Statutes).

We are providing a technical assistance comment consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment will not form the basis of a challenge. The technical assistance comment can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

FDOT Contact:	Tina Williamson In-house Consultant FDOT District 5	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR, Inc.
Fax:	386-943-5713		407-420-4200
E-mail:	Tina.Williamson@dot.state.fl.us		Chelsea.Williams@hdrinc.com
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Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

April 17, 2019

The Honorable Gail Ash
Mayor, City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 19-02ESR) received on March 18, 2019. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

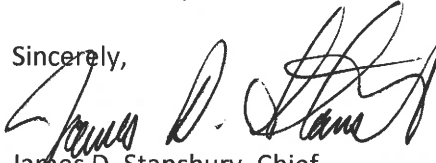
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: John Kruse, Senior Planner, City of Clermont Development Services

Hugh W. Harling, Jr., Executive Director, East Central Florida Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Lori Crain

From: John E. Kruse
Sent: Friday, April 19, 2019 3:51 PM
To: Lori Crain
Subject: FW: Clermont 19-2ESR Proposed

State Agency response.

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, April 19, 2019 3:18 PM
To: John E. Kruse <jekruse@clermontfl.org>; DCPexternalagencycomments@deo.myflorida.com
Cc: Plan_Review <Plan.Review@dep.state.fl.us>
Subject: Clermont 19-2ESR Proposed

To: John E. Kruse, Senior Planner

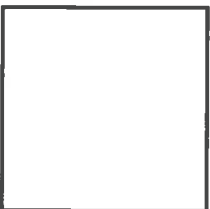
Re: Clermont 19-2ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Lindsay Weaver





September 26, 2019

Mr. Curt Henschel, Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: *Wise (#1579/2)*
 Annexation, LSCPA and Rezoning

Dear Mr. Henschel:

We, on behalf of our client, Daniel Wise, Trustee, would like to request a six month continuance until March 2020 based on the temporary moratorium Ordinance recently adopted regarding multi-family development within the City. The applicant understands that the project may proceed under the terms of Ordinance No. 2019-39, however, in an effort to cooperate with the City of Clermont, we are requesting a continuance in an effort to work together. As you are aware, our client has cooperated with both Lake County and the City of Clermont regarding the extension of Hartle Road and Hook Street. It is our clients desire to provide a quality development consisting of commercial and multi-family uses.

Should you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Beliveau", is written over a light blue horizontal line.

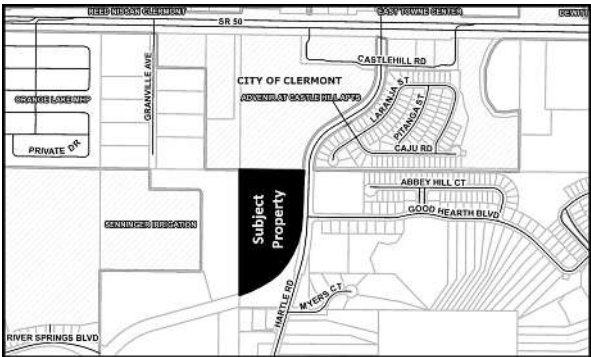
Greg A. Beliveau, AICP

Cc: Daniel Wise
 File

CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2019-15

The City of Clermont will hold public hearings on Tuesday, March 5, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, March 12, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low Density to Commercial.

The City of Clermont will hold a public hearing on Tuesday, May 28, 2019 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

Ordinance No. 2019-15

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

The public hearings are in the Council Chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

D048493 - February 23 & May 14, 2019

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048493 (100%)

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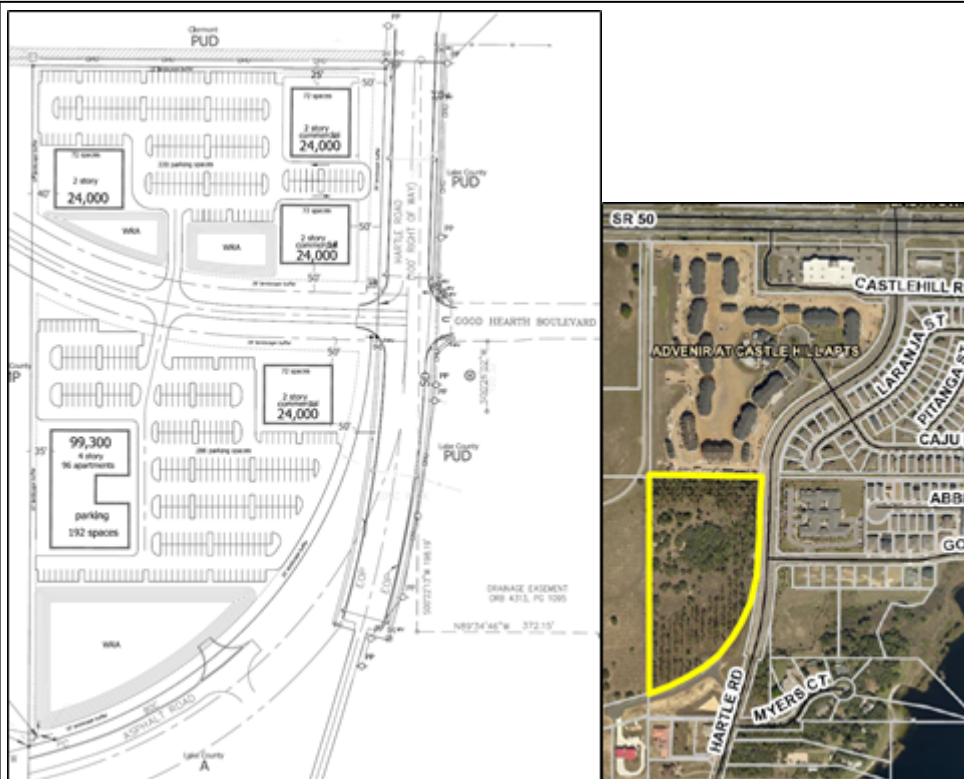


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 14, 2020	
Agenda Item Name	
Ordinance No. 2019-16 <i>Final</i> <i>Wise PUD Rezoning</i> <i>Table to August 11, 2020</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-16.	
Staff Report	
The applicant, LPG Urban & Regional Planners, LLC, is requesting a rezoning to a Planned Unit Development (PUD) consisting of up to 96,000 square feet of commercial/office space and 96 multi-family units on 13 +/- acres. The property is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The property is currently in Lake County with a zoning designation of Urban Low. Once the property is annexed, it will become Urban Estate. The applicant has provided a PUD Conceptual Development Plan, prepared by LPG Urban & Regional Planners, showing the proposed layout. The project will consist of up to 96 multi-family units in a four-story apartment building with elevators. The size of the units will range from 750 square feet to 1,200 square feet, as indicated on the plan. The development will be at a density of approximately 7.2 units per acre. In addition, the applicant is proposing up to 96,000 square feet of C-2 General Commercial uses, which include retail and/or office use. The Commercial Floor Area Ratio will be limited to 0.25. Under Lake County's Urban Low zoning designation, the applicant would be allowed a maximum density of 53 residential units and 144,945 square feet of commercial. The applicant has used the PUD application as a way to cap density and intensity on the site. The applicant has not requested any variances to the Land Development Code. In addition, the applicant has agreed to dedicate 100-foot wide right-of-way for the Hook Street corridor, as displayed on the conceptual plan.	



Staff has reviewed the applicant's proposal and believes the proposed use at this location is compatible with the uses in the area. There is a mixture of uses in the surrounding area, such as single-family homes and an assisted living facility to the east, multi-family use to the north and industrial uses to the west.

Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. The project is located within ¼ mile of an arterial and major collector intersection (SR 50 and CR 455) and will access CR 455 via a future signalized intersection. The project can be fully served by the City's services, the density and intensity is consistent with the City's Comprehensive Plan, and the dedication of the Right-of-Way for the Hook Street connection serves a public benefit. Therefore, staff recommends approval of Ordinance 2019-16 for a Planned Unit Development to be developed in substantial accordance with the PUD Conceptual Development Plan, prepared by LPG Urban & Regional Planners LLC, dated May 11, 2018. *The Planning & Zoning Commission voted 6-0 for approval.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-16 PUD Wise	2019-16 Wise PUD August.doc	
2. Site Aerial	Site Aerial.pdf	
3. Wise Map	Wise Map.pdf	

4.	Wise Concept Plan 02-28-2019 PUD	Wise Concept Plan 02-28-2019 PUD.pdf
5.	171094 Daniel Wise -Bndy_10-24_17	171094 Daniel Wise -Bndy_10-24_17.pdf
6.	Signed Applications	Signed Applications.pdf
7.	6 month extension Wise	6 month extension Wise.pdf
8.	Wise PUD Legal Page 1	Wise PUD Legal Page 1.pdf
9.	Wise PUD Legal Page 2	Wise PUD Legal Page 2.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-16

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, RECORDING, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.



CITY OF CLERMONT
ORDINANCE NO. 2019-16

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CITY OF CLERMONT
ORDINANCE NO. 2019-16

SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

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CONTAINING 13.3 ACRES, MORE OR LESS.

LOCATION

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

FROM: Urban Estate (UE)

TO: Planned Unit Development (PUD)

SECTION 2.



CITY OF CLERMONT
ORDINANCE NO. 2019-16

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



CITY OF CLERMONT
ORDINANCE NO. 2019-16

SECTION 3.

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

SECTION 4.

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

SECTION 5. General Conditions

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial uses along with multi-family dwelling units, be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Concept Development Plan prepared by LPG Urban & Regional Planners, Inc, dated May 11, 2018, EXHIBIT A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the



CITY OF CLERMONT
ORDINANCE NO. 2019-16

City's Information Technology Director or authorized designee will make this determination.

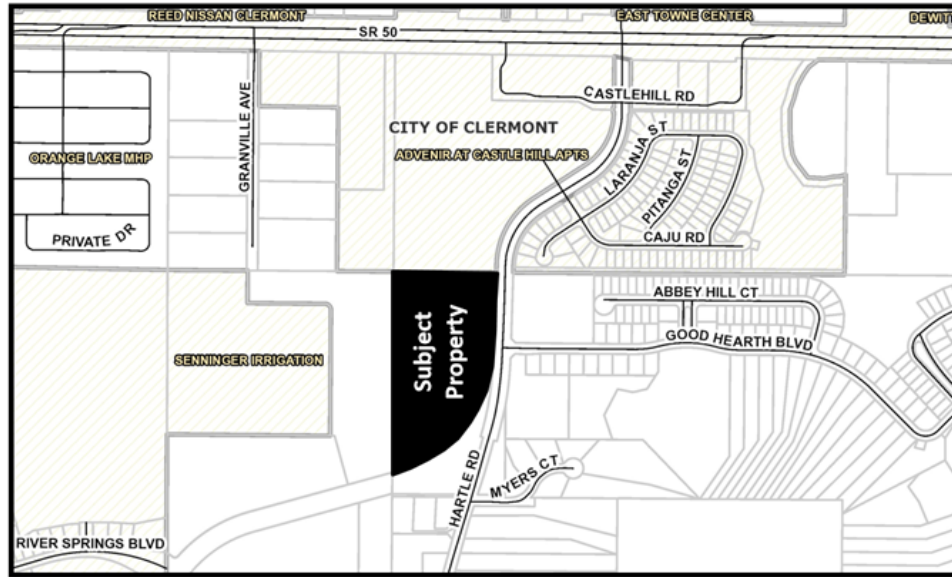
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 6. Land Uses and Specific Conditions

1. A total of up to 96,000 square feet of C-2 General Commercial Uses shall be allowed within the project. The maximum commercial Floor Area Ratio (FAR) will be 0.25 with a maximum of 0.8 Impervious Surface Ratio (ISR).
2. A total of up to 96 multi-family dwelling units may be permitted on the site, with a minimum of 750 square feet of living space in each unit. Elevators shall be installed for buildings with a walkup of more than one story.
3. School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.
4. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
5. A Tier 2 Traffic Impact Study shall be completed at the time of site plan review and will be coordinated and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
6. By virtue of the transportation system needs for the project, the developer shall dedicate on the final plat and/or commercial site plan, a 100-foot right-of-way for Hooks Street within the project boundary, from the western property line through the property towards to east, as shown on the Conceptual Development Plan. Modifications of this alignment may be necessary once final engineering plans have been produced. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements; not to exceed 10 feet in width, may be provided. The slope easement shall be identified at preliminary plat and/or preliminary commercial site plan review and shown on the final plat/commercial site plan. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width and the alignment of Hooks Street may be adjusted once the design plans are approved by the County and the City. This will be required prior to the first Certificate of Occupancy for the site.
7. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

CITY OF CLERMONT
ORDINANCE NO. 2019-16

Location map:



CITY OF CLERMONT ORDINANCE NO. 2019-16

Close up of Conceptual Development Plan:





CITY OF CLERMONT
ORDINANCE NO. 2019-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 27th day of August, 2019.

CITY OF CLERMONT

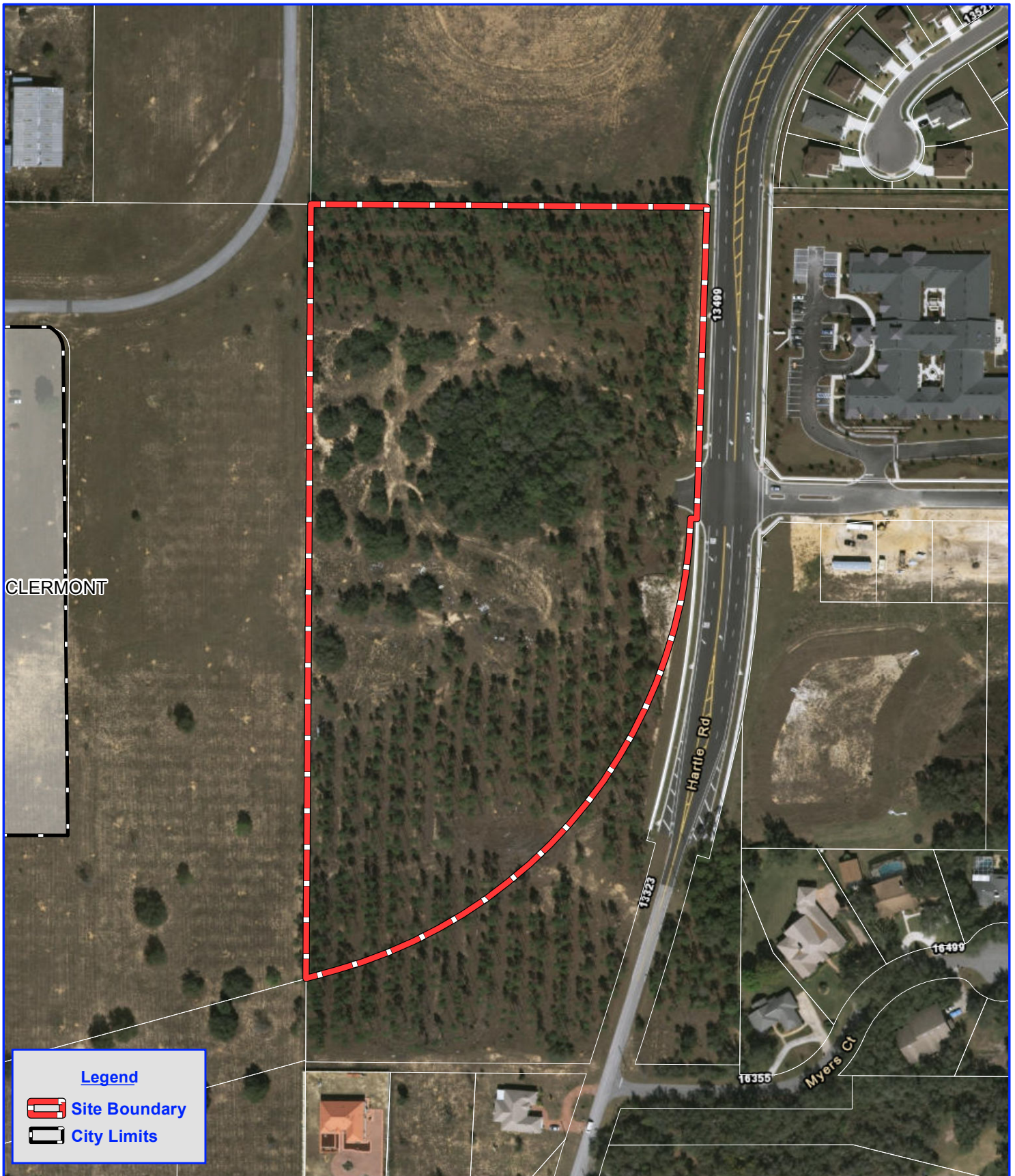
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Legend

-  Site Boundary
-  City Limits



100 0 100 200 Feet

1 inch = 200 feet

City of Clermont
Wise Property
Lake County, Florida
Site Aerial

Project: 1579-2
File: Site Aerial.mxd
Name: Wise
PM: Sherie Lindh
Date: June 2, 2017
Created By: J.Wilson



Exhibit - Location Map - Wise Property

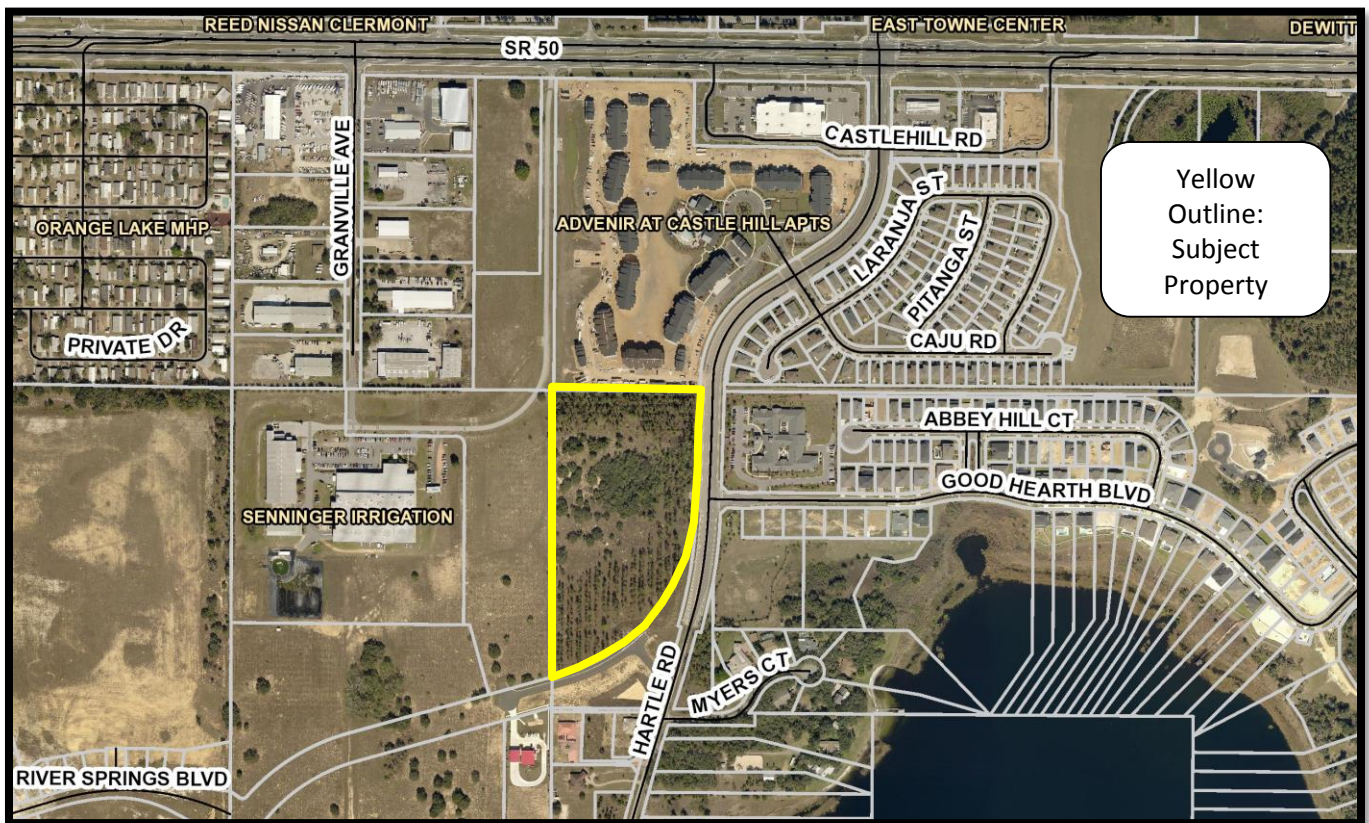
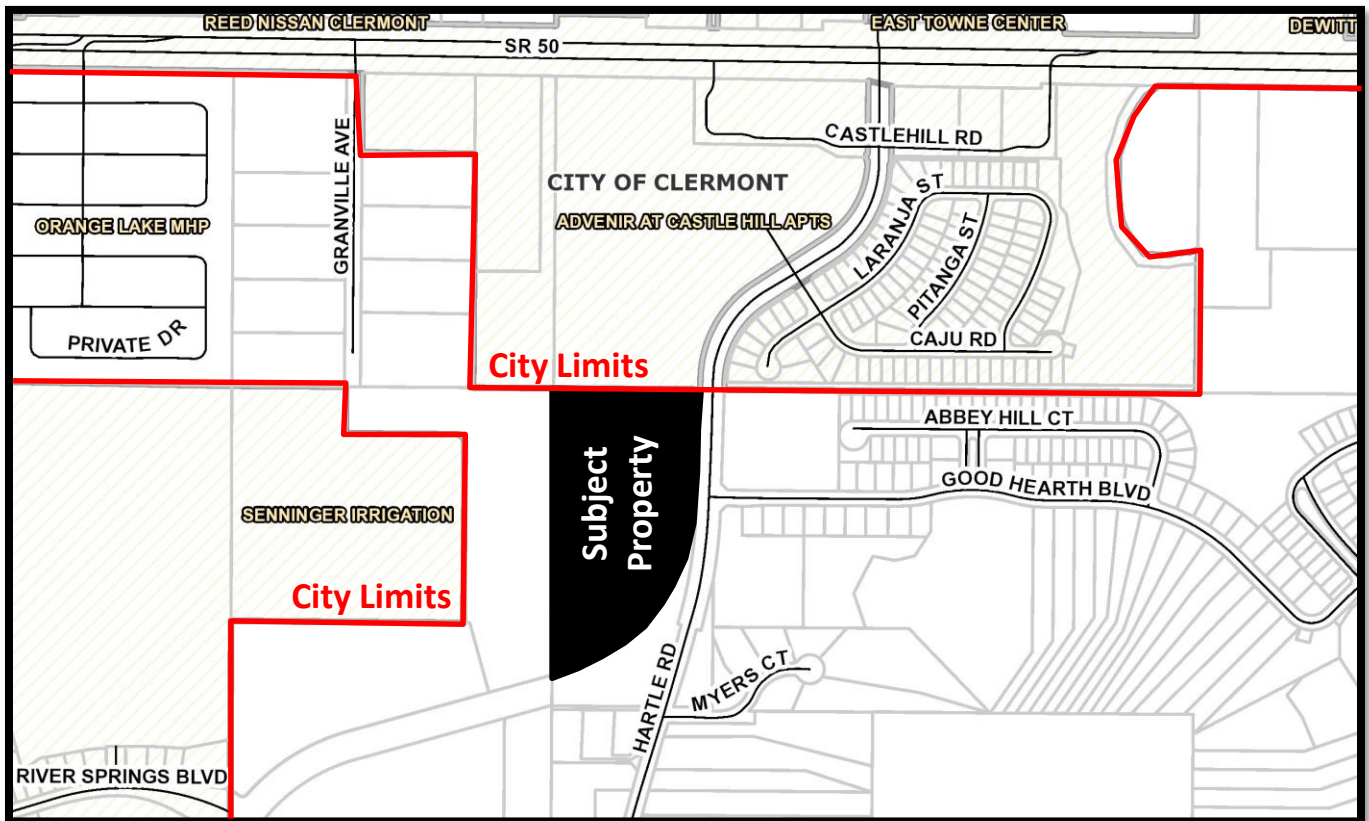


Exhibit – Future Land Use Map – Wise Property

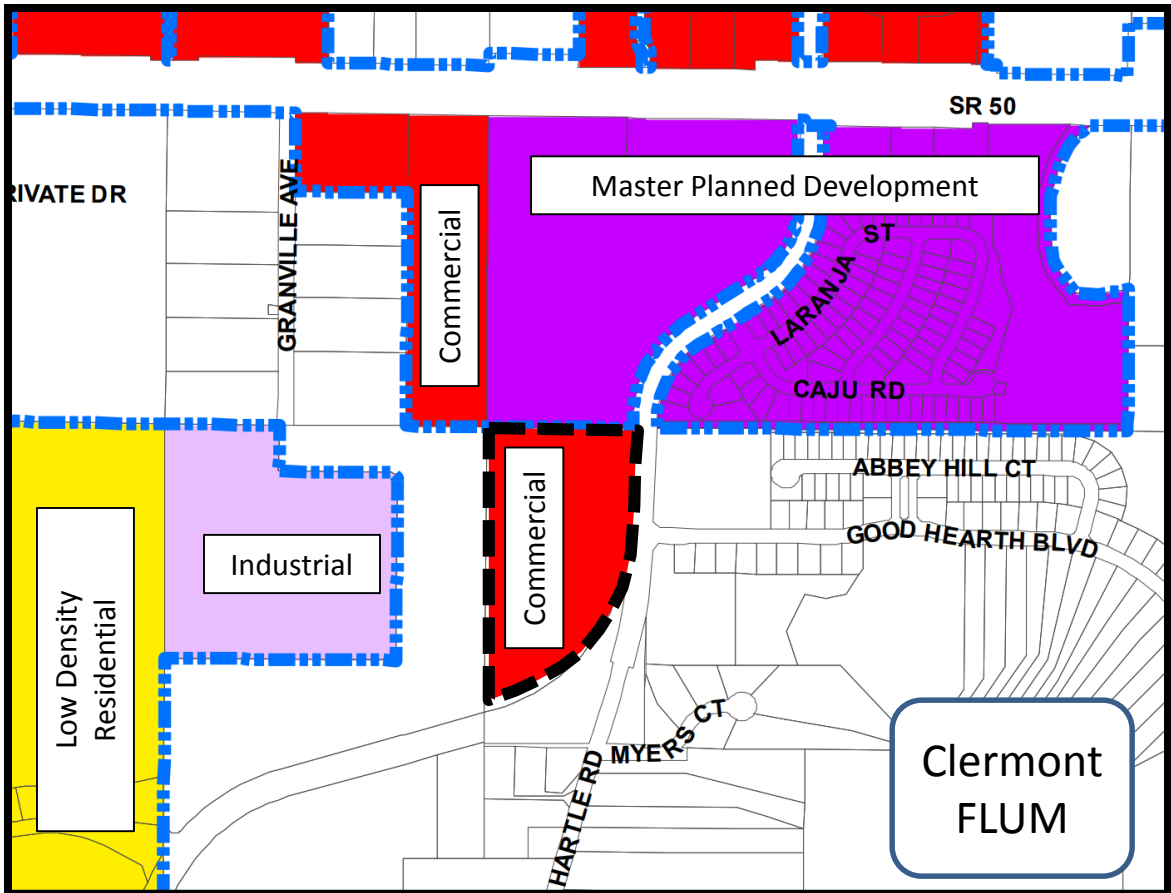
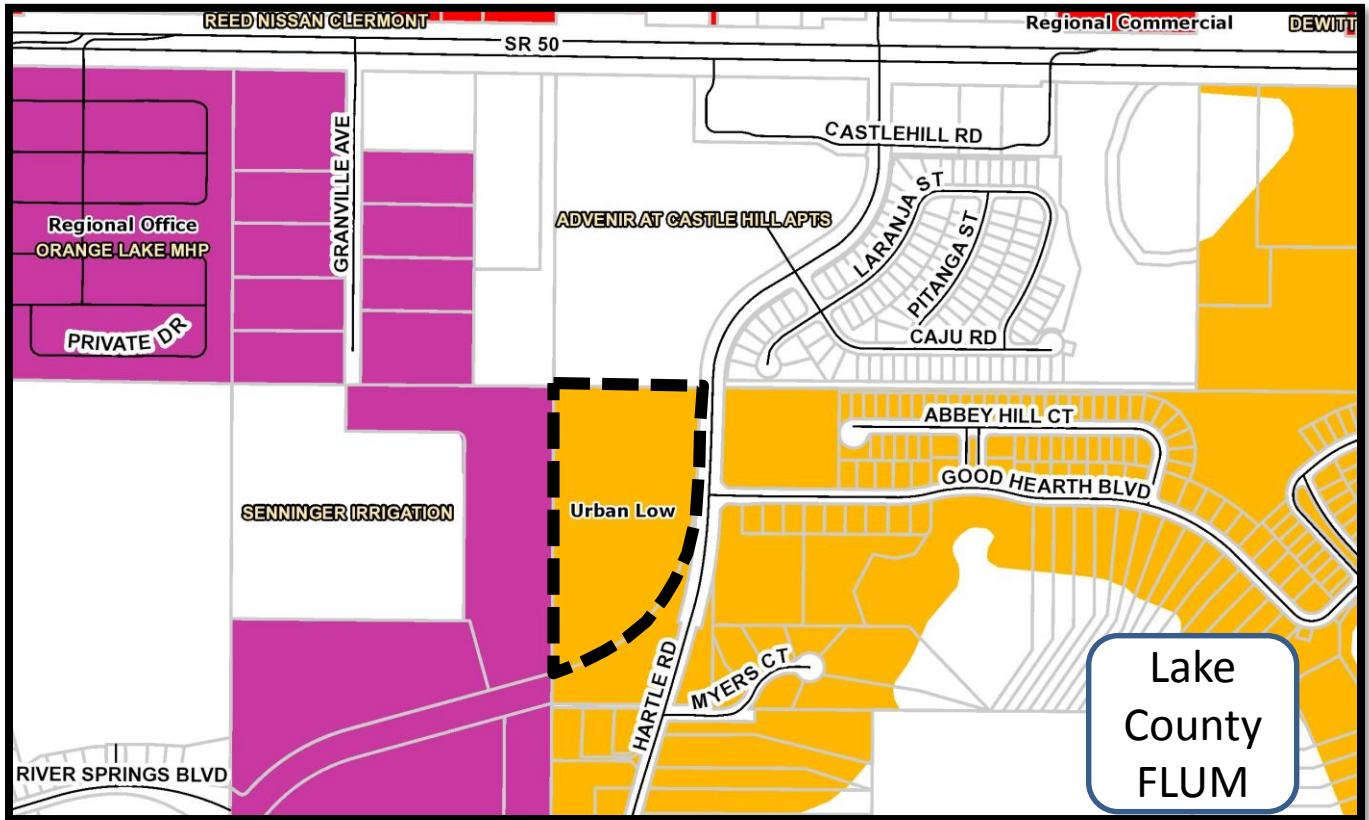
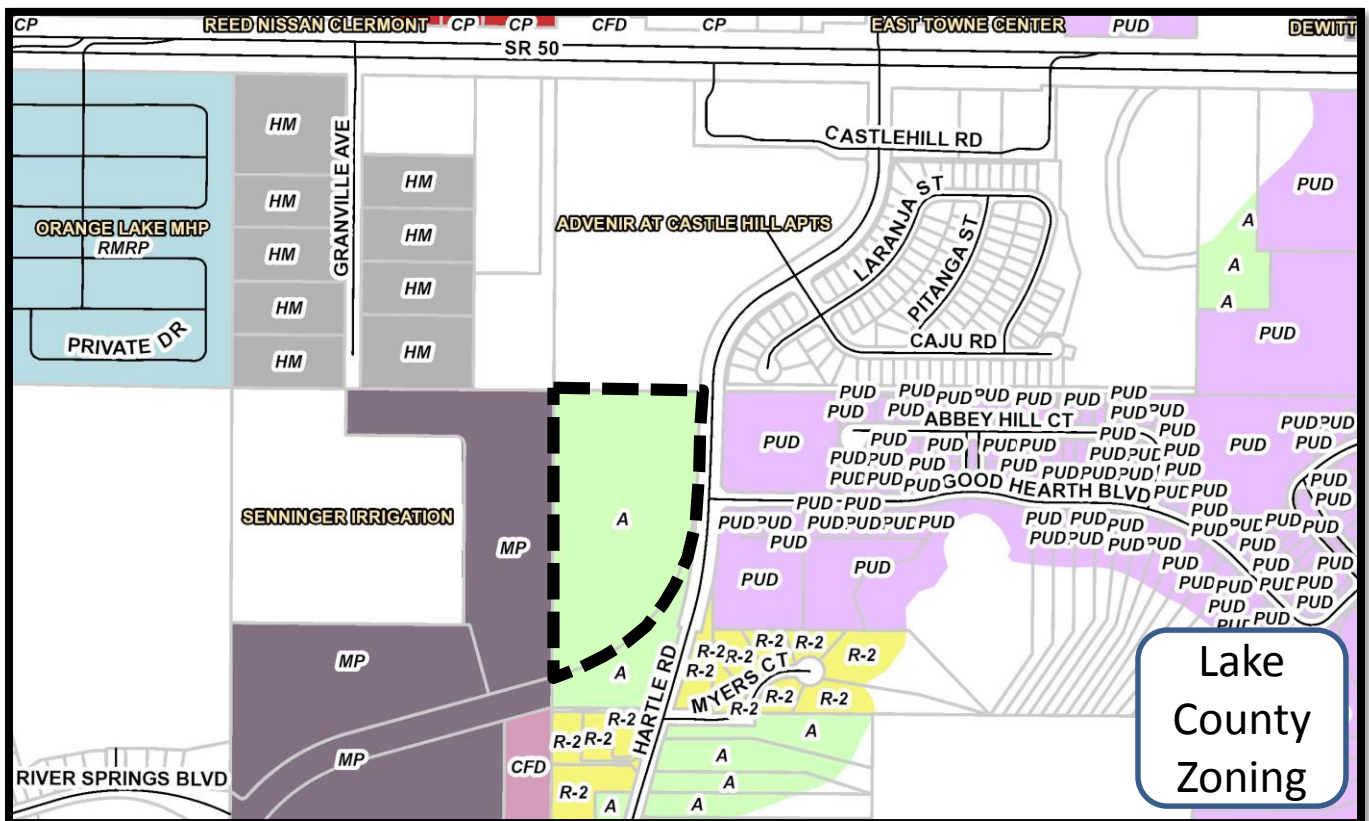
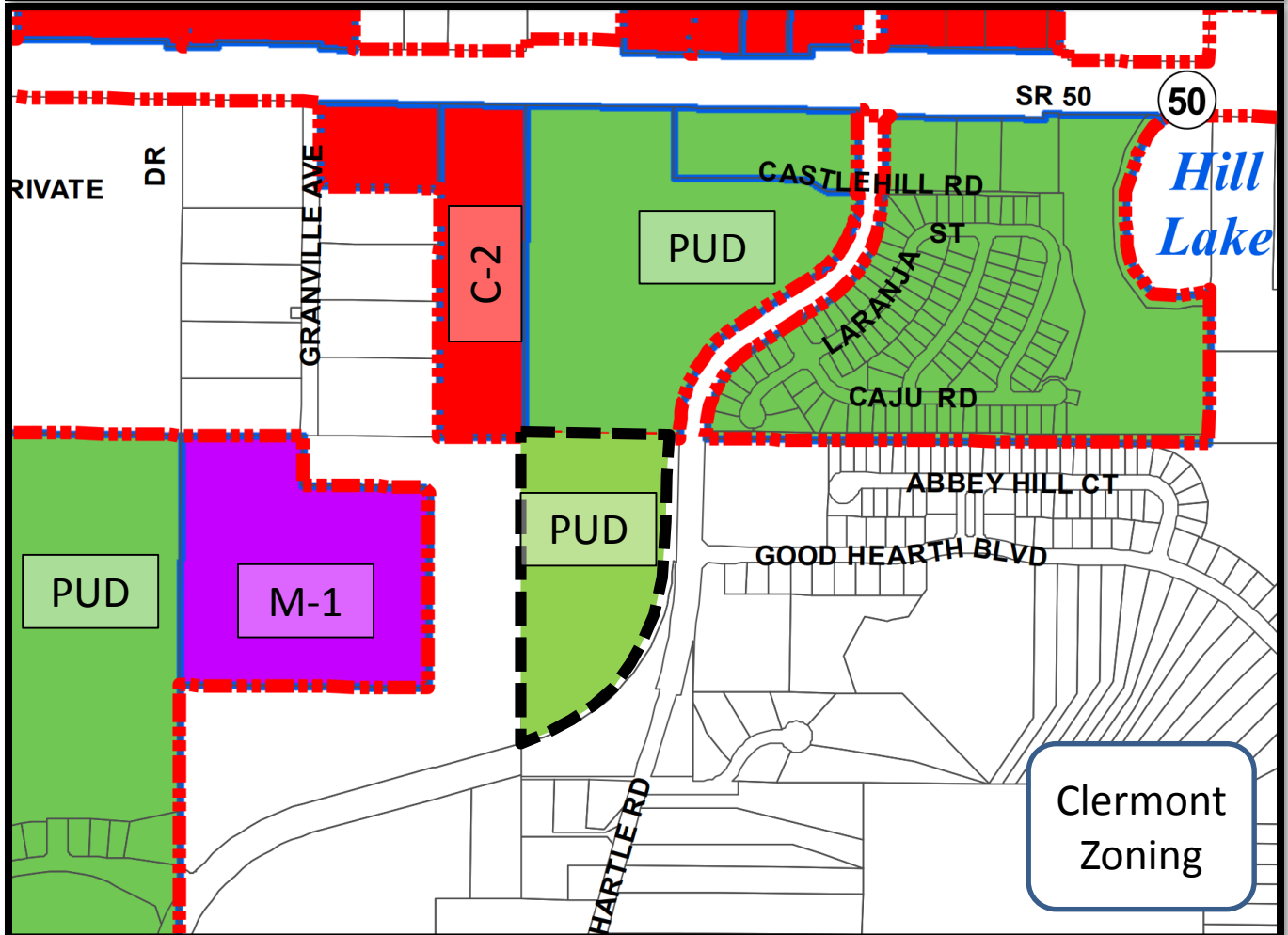


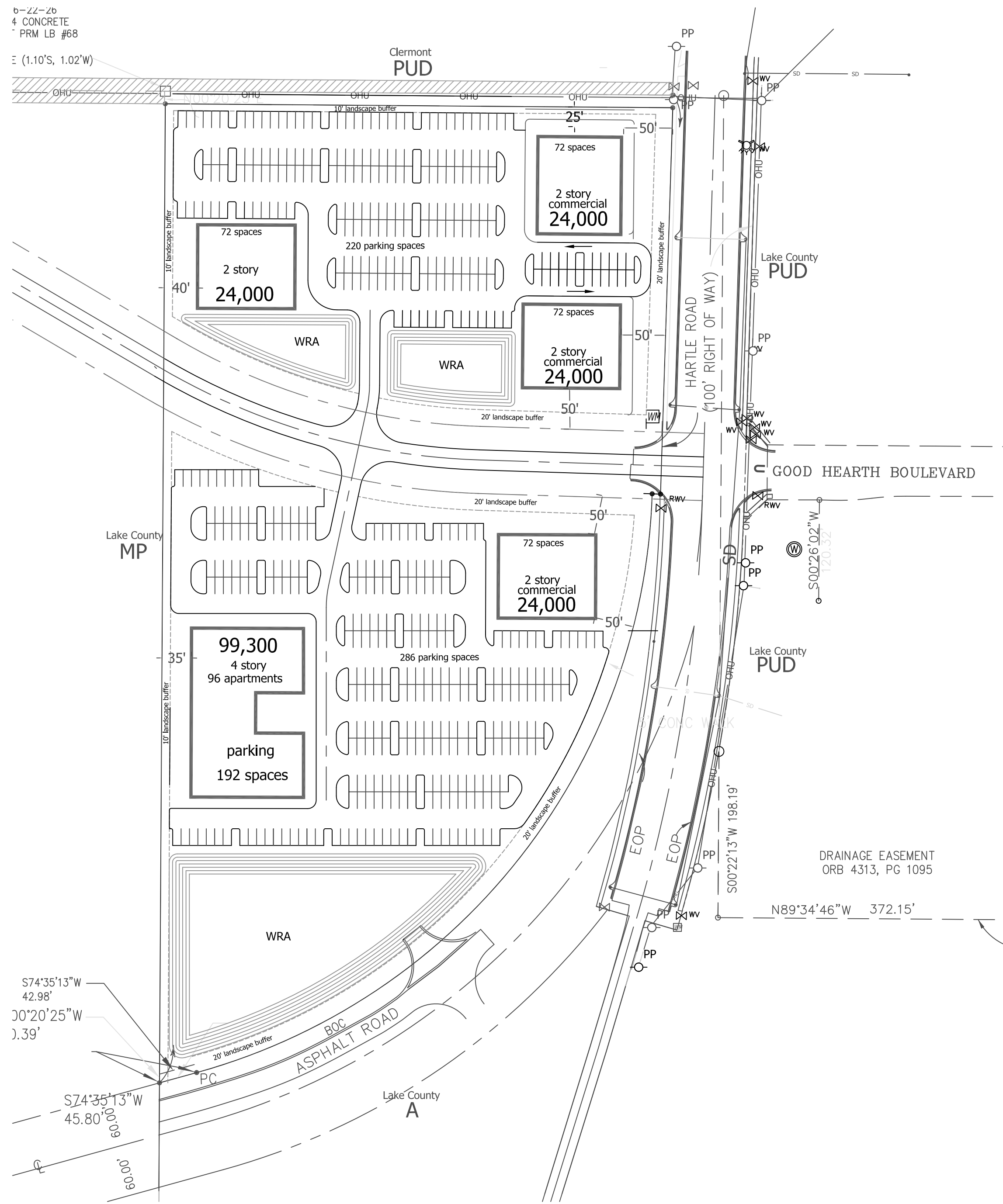
Exhibit – Zoning Map – Wise Property



Lake
County
Zoning



Clermont
Zoning



typical 2 story commercial/office building



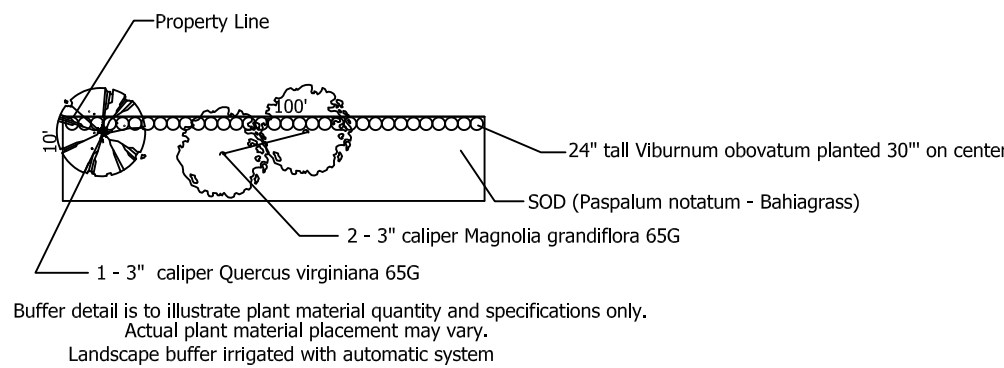
typical 2 story commercial/office building



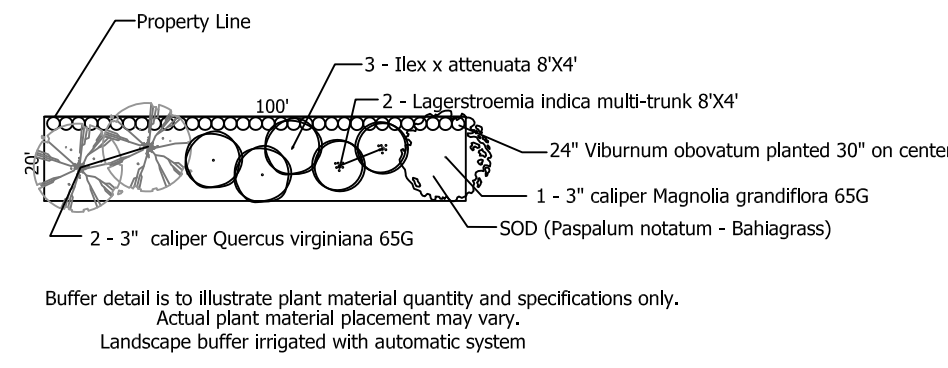
typical 4 story apartment building



typical 4 story apartment building



100 Feet of
Typical 10' Landscape Buffer



100 Feet of
Typical 20' Landscape Buffer

Owner:
Daniel Z. Wise, Trustee
1301 Raintree Place
Winter Park, Florida 32789

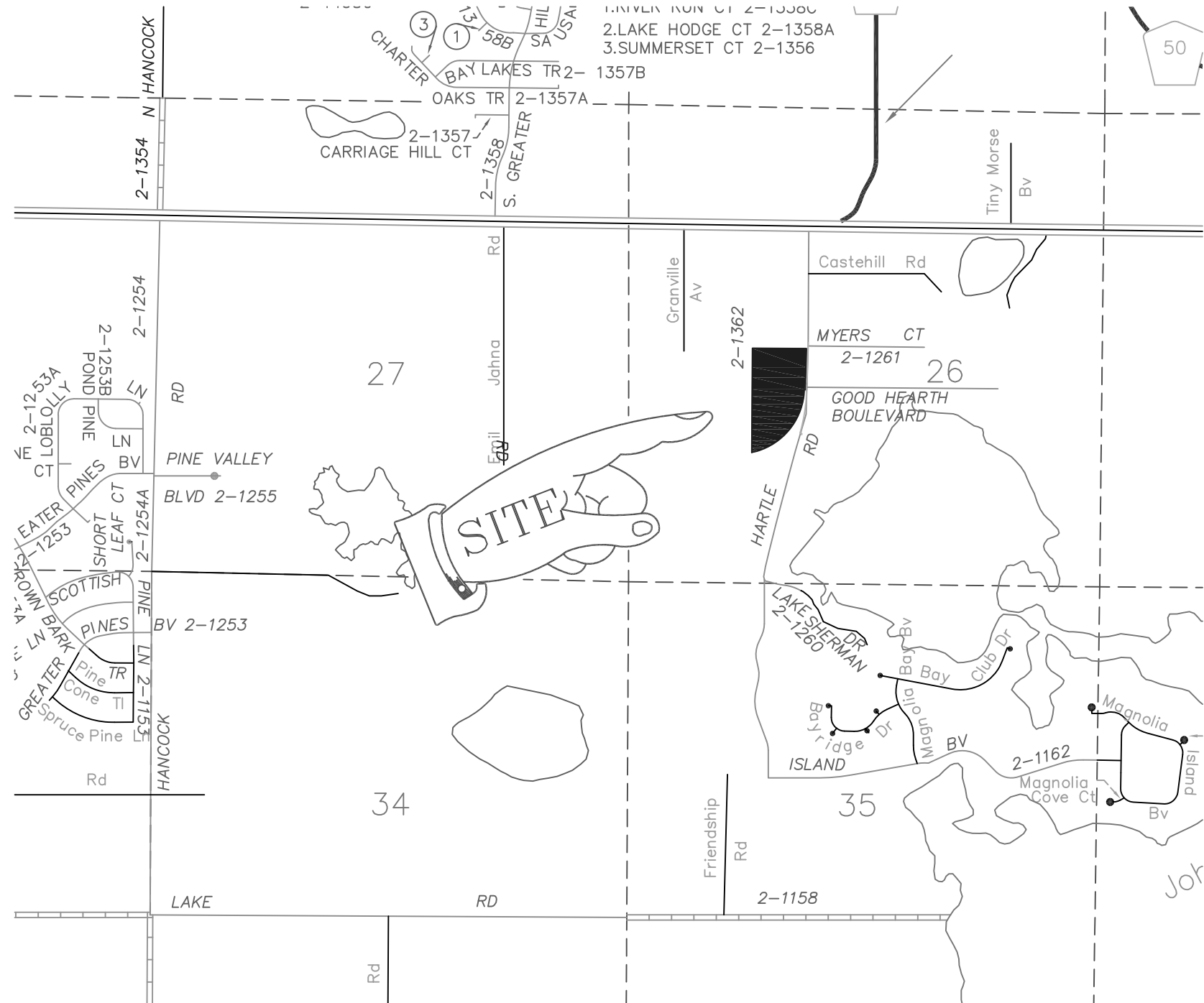
Applicant:
LPG Urban and Regional Planners, Inc.
c/o Greg Beliveau
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940 (phone)

Notes:

Total acreage: 13.31 acres (579,910 square feet)
Zoning of parcel: Lake County A
Proposed Land Use: City of Clermont Commercial
Adjacent Zoning:
North - City of Clermont PUD
South - Lake County A
East - Lake County PUD
West - Lake County MP
Mixed Use Development
96 multi-family
96,000 sf commercial/office
100 year flood elevation: where shown

Wetland acreage: 0 acres
Open Space: 2.66 - 20% minimum

- Notes:
- * This plan is conceptual in nature and is subject to change due to engineering and other influences.
 - * Maximum commercial FAR - .25
 - * Proposed FAR - .17
 - * Maximum commercial ISR - .8
 - * Proposed ISR .8
 - * Maximum allowable building height 55'
 - * Commercial building setbacks:
From Arterial Road - 50'
Front - 25'
Rear - 25'
Side - 25'
 - * Apartment building setbacks:
From Arterial Road - 50'
Front - 25'
Rear - 25'
Side - 15'
 - * Buffers:
North - 10'
South - 20'
East - 20'
West - 10'
 - * Apartment units range from 750 sf to 1,200 sf.
 - * Utilities, water, sewer and fire protection will be provided by City of Clermont
 - * Stormwater mangement will be through a system of swales and retention ponds as required.
 - * Existing vegetation to be utilized in landscape buffers wherever possible.
 - * Parking requirement calculation:
96 units, 192 parking spaces. 96,000 sf comm/office, 288 spaces
 - * Project to be constructed in a two phases. MF Phase 1, Commercial/Office Phase 2
 - * Internal road system 24' paved surface private street.
 - * Proposed commercial uses consistant with C-2 uses.
 - * Common areas to be maintained by POA



Location Map
no scale

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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ALSO LESS AND EXCEPT ORB 4561, PG 1260

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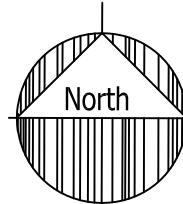
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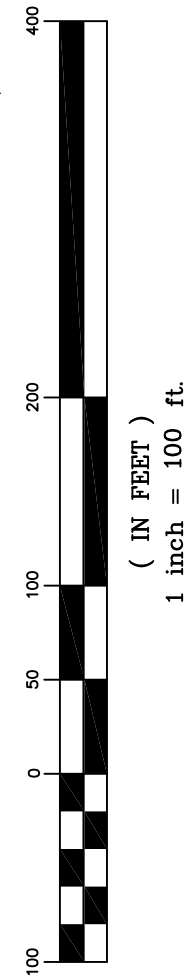
CONTAINING 1.10 ACRES OR 47,901 SQUARE FEET, MORE OR LESS.

Wise Property Development



May 11, 2018

GRAPHIC SCALE



LEGAL DESCRIPTION

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ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY, PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, ? TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01B 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS, TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR 218.95 FEET; THENCE SOUTH 00°22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH-1 LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH-1 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.10 ACRES OR 47,901 SQUARE FEET, MORE OR LESS.

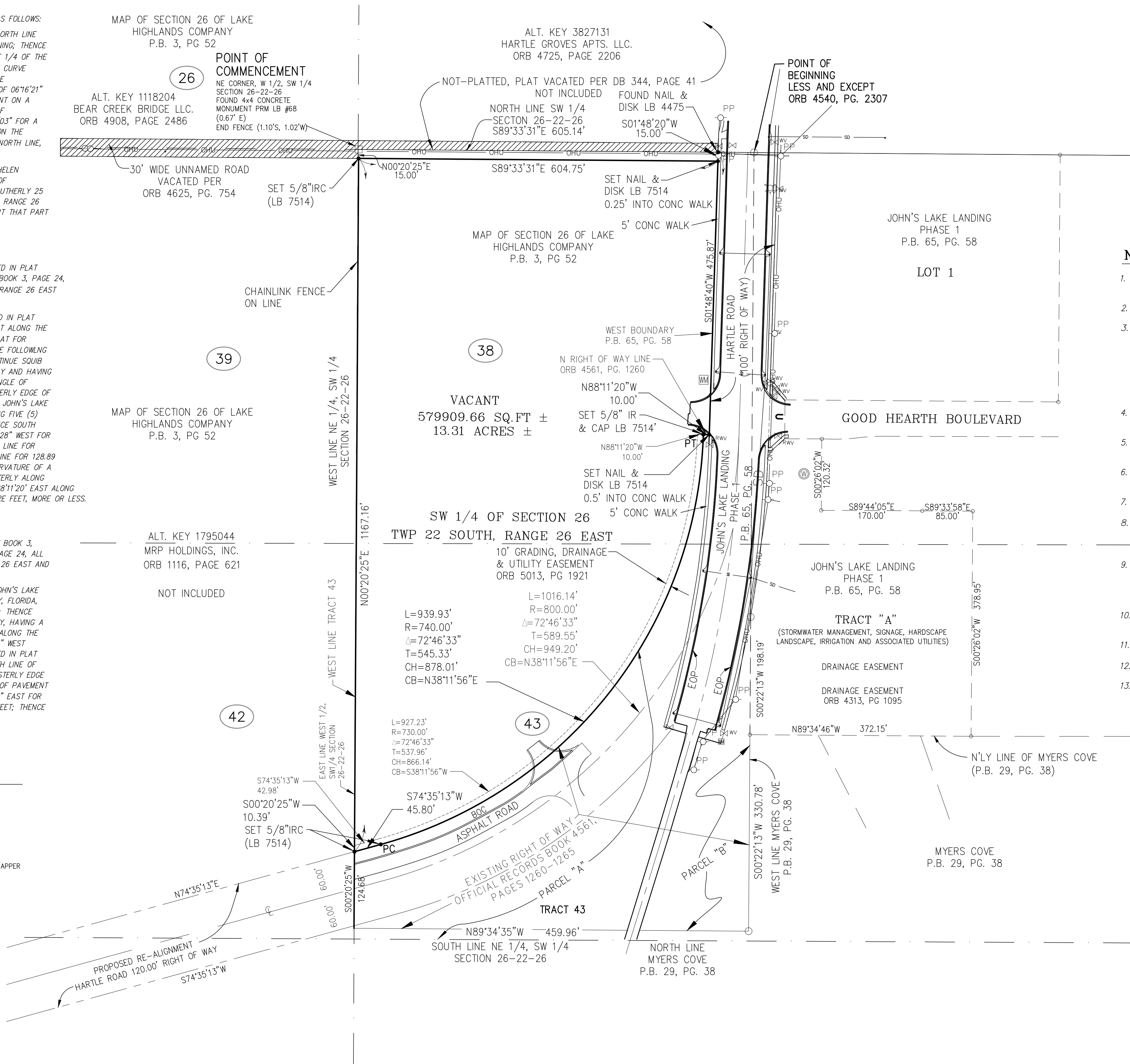
LEGEND

	WATER METER	POC	POINT OF COMMENCEMENT
	CLEAN OUT	POB	POINT OF BEGINNING
	WATER VALVE	ID	IDENTIFICATION
	GAS METER	LB	LICENSED BUSINESS
	POWER POLE	RLS	REGISTERED LAND SURVEYOR
	FLAG POLE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
	FIRE HYDRANT	EOP	EDGE OF PAVEMENT
	SIGN	BOC	BACK OF CURB
	SET 5/8" IRON ROD AND CAP (LB 7514) OR AS NOTED	IR	IRON ROD
	SET NAIL AND DISC (LB 7514) OR AS NOTED	CONC	CONCRETE
	FOUND CONCRETE MONUMENT (AS NOTED)	AC	AIR CONDITIONER PAD
	TELEPHONE JUNCTION BOX	BFP	BACKFLOW PREVENTER
	LIGHT POLE	IRC	IRON ROD & CAP
	GUY WIRE	SAN	SANITARY LINE
	OVERHEAD UTILITY LINE	CLF	CHAIN LINK FENCE
	SANITARY SEWER LINE	ICV	IRRIGATION CONTROL VALVE
	FENCE LINE	FOC	FIBER OPTIC CABLE
	MEASURED	EJB	ELECTRIC JUNCTION BOX
	DESCRIBED	INV	INVERT
	PLAT	N&D	NAIL & DISK
	CALCULATED	FFE	FINISHED FLOOR ELEVATION
	CENTERLINE	PC	POINT OF CURVATURE
	FLORIDA DEPARTMENT OF TRANSPORTATION	PT	POINT OF TANGENCY
	CATEGORY 5 CABLE JUNCTION	PRC	POINT OF REVERSE CURVE
	ELECTRICAL JUNCTION BOX	ORB	OFFICIAL RECORDS BOOK
	BOLLARD	PG	PAGE
	STORM MANHOLE	RR	RAILROAD
	SEWER MANHOLE	SEC	SECTION
	WELL	DB	DEED BOOK
	GAS VALVE	SQ.FT.	SQUARE FEET
	SEWER VALVE	S&2	SCHEDULE B 2 ITEM
	FIRE VALVE		
	SPRINKLER		
	MONITORING WELL		

UTILITIES

PVC POLYVINYL CHLORIDE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE

BOUNDARY SURVEY



NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO LAKE COUNTY GEODETIC AND BENCHMARK DENSIFICATION PROJECT 2002 "LK 176" AND REFERENCED TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°20'25" WEST.
- THE LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069 C 0595 E EFFECTIVE DATE: DECEMBER 18, 2012.
- THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE (5J-17.051 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

DANIEL Z. WISE, TRUSTEE

DATE:

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

SHEET 1 OF 1

CLIENT	Daniel Z. Wise, Trustee
JOB NO.	JOB # 171094.0000-001
ACAD FILE	2017-ACAD-171094.0000 Boundary.dwg
DATE	10/17/2017 CHECKED BY: JMS
DRAWN BY:	Scott Dixon FLD. BOOK:MISC 6
REVISIONS	DATE

BOUNDARY SURVEY

26-22S-26E

LAKE COUNTY, FLORIDA.

HARTLE ROAD BOUNDARY SURVEY
Daniel Z. Wise, Trustee





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: May 14, 2018

FEE: _____

Project Name (if applicable): _____

Applicant: LPG Urban & Regional Planners, Inc.

Contact Person: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: Florida Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park State: Florida Zip: 32789

Phone: 407-385-5380 Fax: _____

E-Mail: daniel@danielwisearchitect.com

General Location: Hartle Road

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet): 13.31 acres, 579,909 SF

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

Existing (Actual) Land Use: Undeveloped

Existing Zoning: County Agriculture

Existing Future Land Use: County Urban Low

Proposed Future Land Use: Commercial

Type of development proposed: Mixed Use - Commercial and multi-family



Proposed density (dwelling units/acre) or intensity: .80 ISR

Proposed Zoning District: Planned Development

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

Property is being annexed and requires a land use designation within the City of Clermont. The site is located within an area of mixed uses that include, residential, commercial and industrial. The proposed land use would be a transition between industrial and residential.

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Greg Beliveau, who being

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

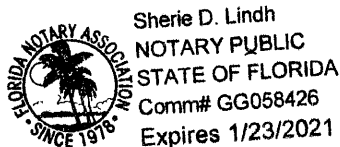
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application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

Greg Beliveau
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26 day of November, 2018.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 1/23/2021



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Daniel Z. Wise, who being

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

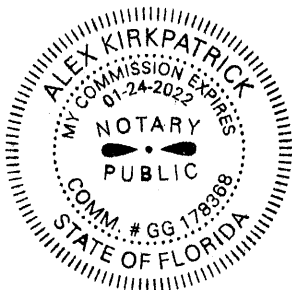
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property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

Daniel Z Wise
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17 day of October, 20 18.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 1/24/22



CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : Agriculture

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

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

State the reason or basis for this request: City services

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

Section 26, Township 22, Range 26

See Attached

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



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

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

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

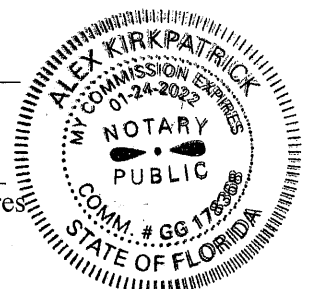
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary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

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 17th day of October, 2018

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

[Signature]
Landowner (Petitioner)
10/17/18
Date

[Signature]
Notary Public
1/24/18
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 10/17/18

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

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Mixed use development of multi-family and commercial
3. That said authority (owner) has appointed (agent's name) Greg Beliveau
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

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

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

X Daniel Wise
Owner (signature)

X Greg Beliveau
Agent's (signature)

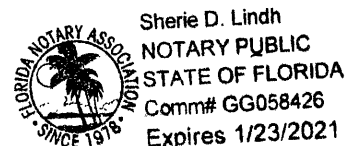
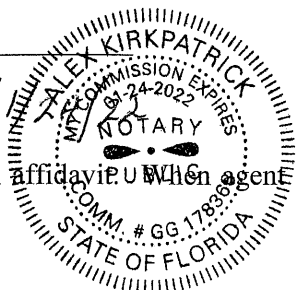
Sworn to and subscribed before
me this 17th day of October,
20 18.

Alex Kirkpatrick
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 26 day of November,
20 18.

Sherie D. Lindh
Notary Public, State of FL
My commission expires: 1/23/2021

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





CITY OF CLERMONT
REZONING
APPLICATION

DATE: May 14, 2018

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Wise Property

APPLICANT: LPG Urban & Regional Planners, Inc.

CONTACT PERSON: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: Florida Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park State: Florida Zip: 32789

Phone: 407-385-5380 Fax: N/A

Address of Subject Property: Hartle Road

Legal Description (include copy of survey): See Attached

Acreage: 13.31 Acres Land Use: County Urban Low

(City verification required)

Present Zoning: Agriculture Proposed Zoning: PUD
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

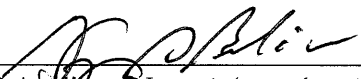
Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

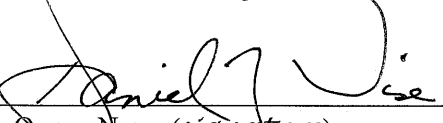
Owner has submitted applications for annexation, rezoning and comp plan amendment.

In order to be in compliance with land development regulations, a rezoning is required. The property is vacant and it is
Proposed to develop it as a mixed use project with multi-family and commercial.

Greg Beliveau
Applicant Name (print)

X 
Applicant Name (signature)

Daniel Z. Wise
Owner Name (print)

X 
Owner Name (signature)

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



September 26, 2019

Mr. Curt Henschel, Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: *Wise (#1579/2)*
Annexation, LSCPA and Rezoning

Dear Mr. Henschel:

We, on behalf of our client, Daniel Wise, Trustee, would like to request a six month continuance until March 2020 based on the temporary moratorium Ordinance recently adopted regarding multi-family development within the City. The applicant understands that the project may proceed under the terms of Ordinance No. 2019-39, however, in an effort to cooperate with the City of Clermont, we are requesting a continuance in an effort to work together. As you are aware, our client has cooperated with both Lake County and the City of Clermont regarding the extension of Hartle Road and Hook Street. It is our clients desire to provide a quality development consisting of commercial and multi-family uses.

Should you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Beliveau".

Greg A. Beliveau, AICP

Cc: Daniel Wise
 File

Advertising Receipt

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10086060
Phone: (352) 241-7331
Date: 03/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	03/26/2019	05/14/2019	\$813.00

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2019-16

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, recording, and publication.

LOCATION:

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:
THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST

1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561,

PG 1260

PARCEL "A"
THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY, PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SQUIB 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12"

WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTH-WESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS, TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF

Payment Info	
Ad Price	\$813.00
Tax	\$0.00
Sub Total	\$813.00
Prepaid Amount	\$0.00
Balance Due	\$813.00

Advertising Receipt

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10086060
Phone: (352) 241-7331
Date: 03/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	03/26/2019	05/14/2019	\$813.00

LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 061°21' FOR 218.95 FEET; THENCE SOUTH 00°22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH-1 LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH-1 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

Alternate Key 1648157

From: UE Urban Estate
To: PUD Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, April 2, 2019 at 6:30 p.m.
A public meeting to consider the request will be held before the City

Council on Tuesday, May 28, 2019 at 6:30 p.m. for final enactment.
All meetings will be held at City Hall, located at 685 W. Montrose Street.
This Ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10086060
March 26, 2019 &
May 14, 2019

Payment Info	
Ad Price	\$813.00
Tax	\$0.00
Sub Total	\$813.00
Prepaid Amount	\$0.00
Balance Due	\$813.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 14, 2020			
Agenda Item Name			
Resolution No. 2020-14R <i>Authorizing Use of Communication Media Technology</i>			
Requested Action			
Staff Report			
The Resolution amends the City Code and Resolution No. 2017-03. It authorizes the use of communication media technology to conduct public meetings for the preservation of the continuity of the City during the Novel Coronavirus Disease 2019 (COVID-19) State of Emergency and authorizing the City Manager to take any and all measures reasonable and necessary.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Res 2020-14R CMT Meetings	Res 2020-14R CMT Meetings.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2020-14R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AUTHORIZING THE USE OF COMMUNICATION MEDIA TECHNOLOGY TO CONDUCT PUBLIC MEETINGS FOR THE PRESERVATION OF THE CONTINUITY OF GOVERNMENT DURING THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) STATE OF EMERGENCY AND AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL MEASURES REASONABLE AND NECESSARY TO IMPLEMENT THIS PURPOSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis issued Executive Order 20-52 dated March 10, 2020, declaring a State of Emergency for specified counties, including Lake County, related to the Novel Coronavirus Disease 2019 (COVID-19);

WHEREAS, COVID-19 is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in accordance with Section 252.38, *Florida Statutes*, the City of Clermont has the authority to declare a state of emergency within the municipal boundaries of the City and invoke any and all emergency provisions, regulations, policies and programs as may be authorized by the State of Florida, State Statutes and County or City ordinances; and

WHEREAS, the Clermont City Council adopted Resolution 2020-11R on March 17, 2020 declaring a Local State of Emergency related to the public health emergency of international concern related to COVID-19; and

WHEREAS, the threat of COVID-19 persists throughout our community, therefore posing a significant threat to public health and welfare; and

WHEREAS, the City Council, Code Enforcement Special Magistrate and those Advisory and Quasi-Judicial Boards created by the City Charter, City Code and the City Council must convene in order to ensure the continuity of government, the delivery of essential services, protecting the interests of property owners and preserving the public health, welfare and safety; and

WHEREAS, Governor DeSantis, by Emergency Order No. 69, suspended the effect of Florida Statutes and prior opinions of the Florida Attorney General that may require a quorum to be present in person or that may require a local government body to meet at a specific site, and authorizes local governments to utilize communications media technology (CMT), including telephonic, video conferencing and anything permissible pursuant to Fla. Sta. § 120.54(5)(b)(2), to conduct public meetings; and

WHEREAS, the City has made arrangements to broadcast its public meetings to the public; and



CITY OF CLERMONT
RESOLUTION NO. 2020-14R

WHEREAS, in the interest of the continuity of government, while still providing meaningful access to the public, and minimizing the health threat to participants the City has determined that rules of procedure for conducting public meetings, hearings and workshops using CMT are necessary.

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

SECTION 1. **Suspension or Amendment of Code Provisions, Rules and Policies in Conflict.**

All provisions of the City Charter, the City Code or Resolution 2017-03R, “Rules of Conduct” that are in conflict herewith are hereby suspended or amended as set forth below.

SECTION 2. **Communication Media Technology (CMT) meeting notices shall include the following:**

1. The physical address of City Hall or, if applicable, any remote access sites.
2. The general subject matter to be considered and instructions on how to obtain a copy of the agenda.
3. Instruction on how to provide public comment, submit evidence, give testimony and ask questions prior to, and during the public meeting without attending the meeting and in accordance with applicable law and rules, which may be limited to an email address or written statement mailed or delivered to City Hall. The notice shall provide that all presented evidence and testimony shall be afforded equal consideration, regardless of the means of communication or media technology.
4. An email address and telephone number for individuals who require special accommodations pursuant to ADA to participate in the meeting, and advisement that such request be submitted to the City three days prior to the meeting.
5. A statement regarding appeals of decisions made by the Council or Board and the requirement of appellant to ensure that a verbatim record of the proceeding is made.
6. Contact information for the clerk to the City Council or applicable Board for further inquiries.

SECTION 3. **Procedures for CMT Meetings. In addition to those procedure set forth in applicable law, City Code, Resolution 2017-03R, and Roberts Rules of Order, as may be applicable, the following procedures shall be used for CMT meetings:**



CITY OF CLERMONT
RESOLUTION NO. 2020-14R

1. Roll call of elected or appointed officials shall be made verbally on the record for the establishment of quorum.
2. Public comment shall be permitted in accordance with applicable law for public hearings and Florida's Public Participation Law and as set forth on the applicable meeting agenda. Nothing herein shall require or grant to the public the right to speak at workshop or upon any matter where the council or the board does not intend to take final action.
3. The public shall have the following communication avenues to address the City Council or the Board as may be permitted by law:
 - a) *Public Access Location.* The public or applicant may address the council or board on a live video conference feed at a public access location to be established by the City and using technology provided and operated by the City. In such instances, the location shall be established according to the Center for Disease Control guidelines and other reasonable precautions shall be implemented, maintained and monitored by the City. The City Manager is hereby granted authority to have any individual removed from that public access location who displays symptoms associated with coronavirus or refuses to comply with reasonable and necessary precautions established by the City.
 - b) *Email.* The public or applicant may send a comment or statement to be read at the Council or Board meeting at the appropriate time. All emails must be received prior to the published start time of the applicable meeting. The email address shall be: cityclerk@clermontfl.org
 - c) *Written Statement.* The public or applicant may mail or deliver to City Hall on or before 2 p.m. EST of the day of the meeting to which the statement applies. The written statement shall be read at the Council or Board meeting at the appropriate time.
 - d) Nothing herein shall act to waive, release or amend any authority of the presiding officer to limit statements to comments relevant to the particular item, prohibit abusive and disparaging comments or shall act as a release or waiver of any rule related to time limits for speakers.
4. In addition to any livestream or broadcast of the applicable meeting, a copy of any CMT meeting shall be published on the City's website as soon as practical after adjournment.
5. These procedures may be reasonably modified during any CMT meeting as necessary to accommodate technical failures or limitations that may occur to ensure the continuation and completion of City business.



CITY OF CLERMONT
RESOLUTION NO. 2020-14R

SECTION 4. **Authority**

The City Manager is hereby authorized and directed to revise the procedures set forth herein as may be required to ensure the efficient operation of the City, the appropriate review of City matters and to ensure the public has a reasonable and fair opportunity to be heard on any final action matter taken by the Council, Special Magistrate or an appointed board.

SECTION 5. **Effective Date; Duration**

This resolution shall take effect immediately upon its adoption and shall remain in effect until such time as the Novel Coronavirus Disease 2019 (COVID-19) state of emergency remains in effect or the Governor's Emergency Order No. 69 is terminated.



CITY OF CLERMONT
RESOLUTION NO. 2020-14R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 14th day of April 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk