



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, April 12, 2022**

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. We expect everyone to be respectful of each other even when we disagree. All public comments will be directed to the City Council, and to the issue at hand. Everyone will avoid personal attacks and derogatory statements. These time limits may be extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Florida Festivals and Events Association Award

PROCLAMATION

Education and Sharing Day

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of March 22, 2022 Council Meeting Minutes.

Item No. 2 - Surplus Request

Consider declaring surplus from the Parks and Recreation Department and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Purchase of Refuse Containers and Budget Amendment

Consider purchase of residential recycle and trash containers from Otto Environmental Systems North America, Inc., contract number 2020-11, in the total amount of \$106,559.55 and a budget amendment for the same.

Item No. 4 - Purchase of Police Vehicles and Budget Amendment

Consider approval to piggyback the Florida State contract with Step One Automotive Group to purchase six (6) police-rated vehicles in the amount of \$232,662 and approval of a budget amendment (includes the cost of outfitting the vehicles) in the amount of \$352,662.

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, April 12, 2022**

Item No. 5 - Piggyback Broward County School
Board Contract

Consider piggyback contract with PFM
Asset Management, LLC. for
investment advisory services.

Item No. 6 - Resolution No. 2022-011R

Consider amending the fee schedule to
include Community Development
District and recording fees.

Item No. 7 - Event, Fireworks, and Open
Container Request
4th of July Red, White & Boom

Consider City event request and open
container area at Waterfront Park
between 3rd Street and 4th Street on
July 4, 2022 from 5:00 PM to 9:30 PM.

Item No. 8 - Event and Open Container Request
Clermont Sips & Salsa

Consider City event and open container
request co-hosted by the South Lake
Chamber of Council in Downtown
Clermont on September 17, 2022.

Item No. 9 - Event and Boat Ramp Closure
Request
Light Up Clermont

Consider approval of the annual "Light
Up Clermont" event in downtown
Clermont with street closures and boat
ramp closure on Dec. 2 - 3, 2022

UNFINISHED BUSINESS

Item No. 10 - Ordinance No. 2022-010 *Table*
Chicone Large-scale CPA

Consider tabling the transmittal to May
10, 2022.

NEW BUSINESS

Item No. 11 - Ordinance No. 2022-012
Introduction
New Beginnings CPA

Consider small scale comprehensive
plan amendment from Industrial to
Commercial for 2.3 acre parcel adjacent
to Citrus Tower Blvd and Hatteras Ave
intersection.

Item No. 12 - Ordinance No. 2022-013
Introduction
New Beginnings PUD

Consider rezoning from Industrial to
Planned Unit Development for 2.3 acre
parcel adjacent to Citrus Tower Blvd
and Hatteras Ave intersection.

Item No. 13 - Ordinance No. 2022-014
Introduction
Cityside Townhomes

Consider a rezoning request to a
Planned Unit Development to construct
68 single-family attached townhomes
on a 8.05 +/- acre property located
north of the Crown Lounge.

Item No. 14 - Ordinance No. 2022-015
Introduction
USA Roller Chain Annex

Consider annexation request for
property located at 13610 Granville
Avenue.

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, April 12, 2022**

Item No. 15 - Ordinance No. 2022-16

Introduction

USA Roller Chain Small-scale CPA

Consider the request to change the future land use from Lake County Regional Office to City Industrial for property located at 13610 Granville Avenue.

Item No. 16 - Ordinance No. 2022-017

Introduction

USA Roller Chain Rezoning

Consider the rezoning request from Lake County Heavy Industrial to Clermont Industrial for a parcel located at 13610 Granville Avenue.

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.

Meeting agendas are available on the city website and are posted within the first floor 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.

PROCLAMATION

Whereas, Education and Sharing Day is recognized in the honor of the work and lifelong teachings of Rebbe, Rabbi Menachem Schneerson, a leader of faith and service who continues to inspire generations around the world; and

Whereas, A quality education is one of the significant foundations for the continuing success of our city; and

Whereas, In the City of Clermont, we recognize a good education prepares students for the responsibilities and opportunities for the future through literacy, math and science.

Whereas, In addition to supporting our greatest resource, our youth, we recognize the family members, friends, teachers and mentors who play a vital role in shaping their education for the future; and

Whereas, On Education and Sharing Day, we recognize that no matter who they are, where they come from, or what they look like, each child merits an education to unlock their greatest potential; and

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 12th of April, Two Thousand and Twenty Two as:

Education and Sharing Day

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of April in the year Two Thousand and Twenty Two.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, March 22, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Choice Edwards of Central Florida Free Thought Community followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Dani Page, Inside Clermont, announced her content is still available on YouTube, Sound Cloud, website and new Facebook page.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis

- Introduced the new Parks and Recreation Director, Brian Foreman, who comes to us from the City of Apopka. He will be starting on Wednesday, March 30.
- Streetscape Phase 3 will begin on or about April 4. The contractor is confident they will complete within the original timeline.
- This past Saturday he attended the charity kickball game with Chief Ezell and Chief Broadway. The Police Department won the game. It was a fundraiser for cancer.
- Jay and the Americans will be at the Performing Arts Center on Thursday, March 24.
- South Lake Chamber will have their Business after Hours at Suncreek Brewery this Thursday, March 24.
- The half marathon scheduled for this weekend will be moved due to construction on Victory Way.

Board of County Commissioner Chair Parks

- Spoke about the LEAD initiative. They are working on continuing to move to formalize the initiative which is in addition to what we are already doing with Elevate Lake.

City Manager Bulthuis stated that staff has not made a presentation to Council yet. The City is waiting to see where the LEAD group was going with the initiative before presenting to Council.

- Participated in a seminar called Wildlife Corridors 101, about wildlife corridor planning. This is a part of the county wide effort for joint planning.
- A county wide plan questionnaire went out asking all cities, what their plans/visions are and what would they like to get out of joint planning agreement. What changes do they want to make.
- There will be another joint meeting with all 14 cities as well as questions from the cities. They will get a consultant to assist with a strategy document where all parties can sign off.
- As we are preparing for budget season, there is a desire on commission that the additional revenues from growth are directed towards road projects. The Commission committed 2 percent out of the General Fund effective this year to spend on roads and would like to increase it to 4 percent.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

Council Member Purvis commented he believes the damage to Hancock Road is storm water runoff that is not being controlled. They will come out and fix a pothole and with the next big rain, it is back again.

Vincent Niemiec, Regency Hills, asked the status of Hartwood Marsh Road and Hancock Road.

Commissioner Parks stated that Hartwood Marsh from Hwy 27 to Regency Hills is the highest priority for the County. The Commission authorized for final engineering and once that is complete, construction will begin. When the 455 extension with a roundabout is complete, that will extend the road to four lanes.

Mayor Murry stated that he heard funding may be available for extending County Road 455 within the next couple years. Commissioner Parks said that it is possible, but he has not heard the two year timeframe.

Commissioner Parks talked about the study they did on Hancock Road north of SR 50. The next stage would be the preliminary design then engineering then construction. The goal for construction is five years.

Mayor Murry stated his concern about the timeline for extending Hooks Street from Hancock Road to County Road 455. Commissioner Parks said he is not sure when that will be constructed.

City Manager Bulthuis asked Council to send him any questions they have. Staff will contact the county and Stoney to coordinate a schedule with the status of all the roads.

Commissioner Parks stated they can update the map that was previously provided to Council and bring Fred back, which will be coordinated by City Manager Bulthuis.

Commissioner Parks announced that Jennifer Barker is the new County Manager.

Council Member Purvis thanked Commissioner Parks for his support in appointing him to the Tourist Development Council (TDC). Commissioner Parks explained the TDC advises the Commissioners on how to spend the tourist development tax dollars.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Bates – No report.

Council Member Purvis –

- Several months ago, the fountain at Center Lake went out due to the high level of water. He thanked Public Services Director Brunson for getting it running and stated it looks great.

Council Member Entsuah – No report.

Council Member Pines –

- Toured all four fire stations last week. Chief Ezell was kind to devote his day to taking her around. Talked to the Fire Fighters and heard their point of view and their needs. The tour gave her a perspective on the needs of the Fire Department. It is good for all Council Members to do.
- Attended the Kickball event to benefit cancer for South Lake County. Stated she will do it again next year and asked how much money was raised. Chief Ezell answered the event raised \$2,000.

Mayor Murry –

- Apologized for not making the kickball game as he had a prior commitment.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

- Had the opportunity to tour the Public Works facility. It was a great tour.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes	Consider approval of March 8, 2022 Council Meeting Minutes.
Item No. 2 – Surplus Request	Consider declaring surplus from Public Services, Development Services, and Parks and Recreation and dispose of in accordance with the Purchasing Policy.
Item No. 3 – Self Insurance Fund ARPA Transfer, Increased Employer Contributions And Budget Amendment	Consider the transfer of funds to the healthcare self-insurance fund from eligible ARPA funds and increase employer contributions for CY 2022, with corresponding budget amendments.
Item No. 4 – General Employee Pay Scale Adjustment and Budget Amendment	Consider a revised Pay and Classification Schedule with an adjustment of \$1.00 per hour to the minimum and maximum pay of all pay grades and a corresponding pay adjustment of \$1.00 per hour for current general employees (excluding police and fire union employees) through pay grade 122 with a corresponding Budget Amendment.
Item No. 5 – Purchase Approval And Budget Amendment	Consider approving funding for a used fire engine, related equipment and repairs and graphics with a corresponding Budget Amendment in the amount of \$72,825.
Item No. 6 – Audit and Annual Financial Report	Consider acceptance of Fiscal Year 2020 Audit and Annual Financial Report.
Item No. 7 – Resolution No. 2022-012R	Consider approval of Resolution No. 2022-012R, an agreement with Lake Apopka Natural Gas granting a non-exclusive franchise.
Item No. 8 – Victim of Crime Act (VOCA) Grant Acceptance and Budget Amendment	Consider grant approval for a victim advocate part-time position for 2021-2022 covering salary and associated expenses with a City match along with the corresponding Budget Amendment.
Item No. 9 – Interlocal Agreement and Budget Amendment	Consider an agreement between Lake County Water Authority and the City of Clermont to fund two Police Officers up to \$220,000 from April 1, 2022 to April 30, 2025 and a corresponding Budget Amendment.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

Council Member Bates moved to approve the Consent Agenda as presented for March 22, 2022; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 10 – Ordinance No. 2022-002, Final Wellness Way

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN ESTABLISHING AN ADDITIONAL GOAL, OBJECTIVES AND POLICIES FOR WELLNESS WAY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

City Planner Kruse presented the ordinance. This is the adoption hearing of the Future Land Use Element that includes the addition of the Wellness Way Goals, Objectives, and Policies. The transmittal included sending the proposed amendment along with the appropriate supporting materials to several state and regional agencies for review and comment.

A total of nine agencies were notified of the proposed changes. The city has received responses from three state agencies and the Lake County School Board. Two State Agencies, the Florida Department of Economic Opportunity and the St. Johns River Water Management District, had “no comment.” The Florida Department of Transportation provided one technical comment that requested continued coordination with FDOT and all parties involved relative to future development within the general area.

The Lake County School Board requested school sites to be considered in the area during the review of projects. Under Policy 2.6.6 Provision of Education Facilities and Objective 2.7 Intergovernmental Coordination and Policy 2.7.1, the Lake County School Board will be a part of the review and comment process of future developments. This would provide an opportunity for the School Board to discuss potential school sites and solutions. Therefore, no changes to the proposed transmitted Future Land Use element will be made due to the Lake County School Board comment.

The adopted element will have 2 updated graphics based upon the CFX delivery of the 60% design plans for the Lake-Orange Connector. Figure 1 on page I-18 and Figure 2 on page I-23 have been updated since considerable lands will be needed by CFX at the 455 interchange and this has adjusted the land use slightly in this area.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

In addition, 6 changes are being added to the proposed adoption packet as a result of the City Council Workshop and suggestions by Lake County, property owners and consultants. Two are new policies and four are under existing proposed policies. These changes have been highlighted in Attachment A and they occur on page I-21, I-22, I-24, I-25, I-30 and I-38. A recent change on Policy 2.5.2 on page I-30 has been proposed with the following strikethrough on display where the last portion of that policy will be removed.

Staff recommends approval of the adoption of the Future Land Use Element with the Wellness Way Goal, Objectives, and Policies through Ordinance 2022-002 with the changes as presented by staff.

Mayor Murry opened the public hearing.

Jimmy Crawford, 702 W. Montrose, represents Center Lake Properties. Center Lake properties owns the land we know as Center Lake Sand Mine. The owners have been a part of this process off and on since it started. They have owned this property since the early 1950s and has been a sand mine since 1968. They are asking to be excluded from the Wellness Way properties. The property is not adjacent to Wellness Way property; they are surrounded by medium and low density residential and they would have to set aside land for commercial use which they don't believe fits the area with all the residential. The sand mine lease runs until 2067 which is past the planning horizon of what we are doing here so they are asking to be excluded.

City Manager Bulthuis asked Richard Levey to come up. This is outside the city limits and staff just learned of this late this afternoon and has not had time to review it.

Richard Levey stated that this process started in 2019. The property owners have been involved the entire way so it is difficult to take the position that they did not have knowledge. There is an important principal in what they are calling Wellness Way North. Because there is no funding mechanism to solve Hartwood Marsh Road, that area was left alone and is subject to the new plan which mimics the County's Land Use Plan that is in place today. This property is not in the city and you are not the right jurisdiction to address this issue.

Mayor Murry closed the public hearing.

Council Member Bates thanked all involved. We are on the right track and he is in favor of approving.

Council Member Purvis asked City Attorney Mantzaris if we move forward and approve with the language suggested what alternative the land owner of the Sand Mine has, if they choose to disagree.

City Attorney Mantzaris explained that this is a county controlled piece. They can go back to the county and ask for a Comprehensive Plan change which can be changed any time.

Council Member Purvis said he wants to be fair to the landowner.

City Attorney Mantzaris stated that jurisdiction is a big issue. Even if this Council were in theory to remove this property, the owner would still have to go back to the county. It can be removed, but he does not believe it will change the concerns of the property owner.

*Council Member Bates moved to approve Ordinance 2022-002, Final Wellness Way;
Seconded by Council Member Pines. The motion passed by roll call vote 5-0.*

Council Member Entsuah asked what would happen if the property owner were to go to the County and get it changed by the County.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

City Manager Bulthuis said it would be dealt with by the City, if they want to be annexed into the City. Thanked everyone for their hard work through this three to four year process.

NEW BUSINESS

Item No. 11 – Board Appointments

City Manager Bulthuis reviewed the names of those who applied to serve on the Code Enforcement Board. Staff contacted the applicants requesting they be present tonight.

Mayor Murry asked the applicants to come forward and introduce themselves.

Paul Duhon, 2375 Lakeview Avenue- comes from a small town where everyone gets involved. He wants to get involved. He plans on staying and raising kids here.

Matthew Norton, 126 Orange Avenue- native Floridian who has lived in Clermont for ten years and has two children. He works in Orlando in the residential construction business. He has always been involved in the community he lived in and wants to be involved here.

Megan Robinson, 1605 Lake Avenue- wants to be more involved. She has 20 plus years in HR so fairness, consistency, standards and policies are things she has abided by her entire professional life.

Dieter Grube, 3612 Briar Run Drive- presently involved in Historic Village and Performing Arts Center. Wants to be more involved in making this a better City.

Fran Falcone, 3904 Doune Way- background in Disney and believes in following the rules. She is able to look at the big picture and determine what it is supposed to be. She has lived here for six years and is looking to get more involved.

James Johnson, 854 Zeek Ridge Circle - has lived here for 10 years. He has a family and a business here and would love to get involved to help his neighbors.

Chuck Forth Jr., 939 W. Desoto Street - stated he is a lineage from some of the first people in Clermont. He has previously been a state certified building inspector, has zoning experience through the City of Orlando; also a Code Enforcement Supervisor. An orderly properly applied code is necessary for this city.

Chandra Myers, 1040 Glenraven Lane- she served previously as the Chairperson on the Code Enforcement Board and would like opportunity to serve again. She believes this board is a necessity for the city.

Bill Rini, 3919 Scarborough Court- he served previously on the board and would like to serve again. It is challenging, but necessary to listen to people and treat fairly.

Beth Walters, 1258 Shorecrest Circle- she is the president of her HOA for the last 6 years and worked with the Code Enforcement. She has lived in Clermont for twenty plus years. She wants to get more involved.

Justin Allender, 543 W. Minneola Avenue- has been a resident for 11 years. He wants to enhance the city to make sure standards are maintained. He works for a local community bank.

City Attorney Mantzaris reviewed the process of creating a new board. Florida Statutes provides that when possible appointed members fall into one of five categories: architect, business person, general contractor, sub-contractor or realtor. Since it is a new board and all members are being appointed at the same time, the positions are staggered. Identify seats one through seven and assign member to each seat.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

Two of the seats will serve a 1 year term, three of the seats will serve a 2 year term and the two remaining seats will serve a 3 year term.

Seats 1 and 2 will serve a 1-year term. Seats 3, 4 and 5 will serve a 2-year term and seats 6 and 7 will serve a 3-year term. The standard will be a 3-year term.

City Manager Bulthuis stated the applicants were emailed a questionnaire last week and the responses to those were emailed to Council. The resumes and letters of interest are included in the packet. He provided a map to Council indicating the location of each applicant in order to select members from every area of the city.

Council Member Pines suggested that Council allow those who previously applied to the Planning and Zoning Board have first consideration to be appointed to this board.

Council Member Purvis agrees with Council Member Pines. At the time of appointments for Planning and Zoning, he told the applicants who were not chosen to keep an open mind and to apply to anything else that might open up. He urged the rest of Council to consider appointing the six applicants who have previously applied for the Planning and Zoning Board.

Council Member Bates stated that appointing the previous six applicants would leave one spot to fill. He would like to have someone serving who previously served on the Code Enforcement Board.

Mayor Murry expressed that he would like to see someone from every area in the city.

Council discussed their decision and determined which members would be assigned to which seat.

Seat 1- Matthew Norton – 1 year term

Seat 2 –Beth Walters – 1 year term

Seat 3 –Justin Allender – 2 year term

Seat 4 –William Rini – 2 year term

Seat 5- Paul Duhon – 2 year term

Seat 6 –Dieter Grube – 3 year term

Seat 7 –James Johnson – 3 year term

Council Member Purvis moved to approve Matthew Norton and Beth Walters to one year terms, Justin Allender, William Rini and Paul Duhon to two year terms and James Johnson and Dieter Grube to three year terms. Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry recessed the meeting at 7:50pm; the meeting was reconvened at 7:55pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

Item No. 12 –Resolution No. 2022-006R, Hyundai-Genesis

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE EXPANSION OF AN EXISTING AUTOMOBILE DEALERSHIP IN THE PLAZA COLLINA PLANNED UNIT DEVELOPMENT (RESOLUTION NO 2015-08) ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only.

Item No. 13 – Variance Request, Hyundai-Genesis

Item No. 12 and Item No. 13 were heard concurrently and voted on separately.

City Planner Kruse presented the two items and stated they involve the proposed Hyundai-Genesis expansion. The applicant is requesting a Conditional Use Permit (CUP) to allow the expansion of an existing automobile dealership on a vacant three (3) acre +/- parcel.

The request would allow the expansion of the Hyundai brand known as Genesis, which provides sales and services of their luxury vehicles at this location.

The subject property is located within the Plaza Collina Planned Unit Development and the Future Land Use is Master Planned Development which currently allows two automotive dealerships as a permitted use.

Since Genesis is a part of Hyundai this would be an expansion to the existing dealership and not a new project within the Planned Unit Development (PUD). The Hyundai expansion is proposing the construction of a new 18,500 square foot sales and service building, in conjunction with employee and inventory parking for the Genesis vehicle brand. The site development for the project shall be required to comply with the PUD development standards and conditions of approval.

The applicant is also requesting a variance to allow a building façade length greater than 100 feet without any architectural design features or elements to break up the mass building walls as required by the Architectural Design Standards.

In May of 2016, City Council approved a similar variance for the existing Hyundai dealership. The new building will be modeled after the existing building.

Staff has reviewed the application for the proposed project and recommends approval.

The applicant, Jean Abi-Aoun, was present and concurred with staff regarding the expansion. In addition to the Genesis expansion there is another building behind the existing dealership that will serve as a 22 bay service area which they are asking for approval on. With that addition, he asked Council to approve the request and they are available for questions.

Mayor Murry opened the public hearing.

No comments.

Mayor Murry closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

Council Member Purvis stated in full disclosure that he met with the applicant months ago. He inquired about the façade of the new building.

Steve Francis, Hyundai-Genesis, displayed an artist rendering of the new dealership.

Mayor Murry met with the applicant over a year ago.

Mayor Murry recused himself from the vote.

Council Member Pines stated that in the original building they were allowed the same variance.

Council Member Bates moved to approve Resolution No.2022-006R, Hyundai-Genesis. Seconded by Council Member Entsuah. Passed 4-0-1 with Mayor Murry abstaining.

Council Member Bates moved to approve the Variance Request, Hyundai-Genesis. Seconded by Council Member Purvis. Passed 4-0-1 with Mayor Murry abstaining.

Item No. 14 – Resolution No. 2022-007R, Cube Smart

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE EXPANSION OF AN EXISTING SELF-STORAGE FACILITY TO ALLOW OUTSIDE STORAGE AND PARKING OF VEHICLES IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; AND PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only.

City Planner Kruse presented the resolution. The applicant is requesting a Conditional Use Permit (CUP) to allow the Phase 2 expansion of an existing self-storage facility previously known as Cube Smart. The proposed expansion to the site would allow for the outside parking and storage of large vehicles, which may include recreational vehicles, boats and other large commercial vehicles.

The Land Development Codes requires a Conditional Use Permit (CUP) for any residential self-storage facility including any expansions to the site. The City Council approved in February of 2018, a Conditional Use Permit to allow a self-storage facility with up to 57,000 square feet of floor area. Phase one of the project is complete and open for business.

The proposed phase two project area consisting of 2.12 acres of the overall 5.74 acres site. The code requires that any outside storage and display must provide an opaque screen buffer to help minimize the visual impact on surrounding properties. The applicant is proposing an enhanced landscape buffer and to provide an opaque covered canopy screening for the outside parking and vehicle storage on site.

All proposed development will be required to comply with Clermont Land Development Regulations and all buildings and structures shall be designed and constructed in accordance to the provision of the Architectural Design Standards.

Staff has reviewed the application for the proposed project and recommends approval.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

The applicant, Tom Skelton from American Civil Engineering Company, concurs with staff recommendations. Mr. Skelton added that they currently have an existing covered area in phase one. The area filled up quickly which is why they are looking to expand. Stated he is available for questions.

Council Member Purvis asked if the access will require a new curb cut on Hancock Road.

Mr. Skelton stated that the access will be through Trade Avenue.

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

Council Member Bates moved to approve Resolution 2022-007R, Cubesmart. Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 15 – Resolution 2022-013R, Litigation Settlement, Land Purchase and Budget Amendment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE GLOBAL SETTLEMENT AGREEMENT BETWEEN VP DEVELOPMENT ENTERPRISES, THE ART DISTRICT, NEXBIZ, LLC AND THE CITY OF CLERMONT RESOLVING ALL CLAIMS MAINTAINED IN THE PENDING LITIGATION BETWEEN VP DEVELOPMENT ENTERPRISES, THE ART DISTRICT AND THE CITY; AUTHORIZING THE PAYMENT OF THREE HUNDRED AND THIRTY THOUSAND DOLLARS \$330,000 FROM THE CITY TO VP DEVELOPMENT ENTERPRISES, APPROVING THE COMPLETION BY THE CITY OF CERTAIN SIDEWALK/ACCESS PATH, WATER, SEWER AND STORMWATER IMPROVEMENTS; APPROVING THE PURCHASE OF APPROXIMATELY .856 ACRES OF REAL PROPERTY FROM NEXBIZ, LLC FOR \$1,566,000 FOR THE CITY'S INTENDED USE AS A PARKING FACILITY; AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT THEREFORE; DECLARING APPROXIMATELY .0009 ACRES OF REAL PROPERTY AS SURPLUS PROPERTY AND APPROVING THE TRANSFER THEREOF TO THE ART DISTRICT; AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO EXECUTE ALL DOCUMENTS AND PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO COMPLETE THE TRANSACTIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, AND PROVIDING AN EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only.

City Manager Bulthuis stated that when he started with the city in December, City Council asked him to look into this issue that had been going on for the past few years. He met with representatives from VP Development and representatives from the Art District. In those meetings and talking with Council, he discovered that all three parties made mistakes and if they were addressed at that time, we would not be in the predicament we are in today.

VP Developments goal is to create new and thriving businesses downtown. The Art District built a new building with a new coffee shop and cookie store and a new bar scheduled to open next month. Both parties are good people that would like to invest in the community. Along the way, there were misunderstandings and it became very difficult. The goal is to make downtown a better place to be.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

The other issue is parking. In reviewing the parking study, City Manager Bulthuis noted the second location selected in the parking study was a great location. It is owned by the Art District and has the right to construct commercial buildings on that land. The goals in all of this was to solve the issue of access for VP Development, workout issues with the Art District and make sure that the city could obtain additional parking for downtown.

Over the last two months, there have been productive meetings and discussions. In the end, we want to make this a win/win for all parties involved. In doing so, have come to an agreement. The city will get 80 new parking spots for our community in the location that was selected to be the number two spot in downtown.

City Manager Bulthuis reviewed the dollar amounts of what the city would pay per spot according to the parking study that was done which equaled \$32,000 per spot. With this deal, the total cost of each parking spot comes out to \$25,000 which is less than what the city was originally looking at paying. From that perspective, this gets public parking and gives VP Development public access. This is a double win and solves the problems.

From a staff perspective, City Manager Bulthuis thanked VP Development and the Art District for their cooperation. He thanked the Council for giving staff the opportunity to work through this. Staff wants to work cooperatively with the Main Street program.

It will take a couple of weeks to get land transferred. The city has a cost estimate from our contractor and they can build the parking lot as they are working on 7th Street. That would be an additional 41 spots and tie that into the existing to give us a total of 80 parking spots.

Council Member Purvis asked if this settlement will also provide the city with a five foot utility easement.

City Manager Bulthuis explained this has been one of the difficulties with utilities in the downtown area. We will obtain a public right of way between the Art District and VP Development to assist with storm water issues. This has opened the door to resolve larger issues.

Mayor Murry opened the public hearing.

Dani Page, Inside Clermont – expressed concern that the appraisal was done by Andrew Whitaker. Spoke on Florida Statue 166.045, Proposed Purchase of Real Property by Municipalities.

City Attorney Mantzaris clarified that Florida Statutes 166.045 deals with procurement of real property by a municipality. If the city enters into an agreement, the appraisal, the offer or the counter offer needs to be in writing. It does not require an appraisal being done. It also provides that if the city uses an appraisal and wants to keep it exempt from public disclosure, there is a process in place.

Charlene Forth, 939 W. Desoto Street – stated that the public has the right to know about an appraisal.

Vincent Niemic, Regency Hills – spoke about the vote for a parking lot at city hall and asked to reconsider the location of parking lot with this item being approved.

Mayor Murry stated they will reconsider it.

Mayor Murry closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 22, 2022

Council Member Bates said he did speak to Mr. Bianchi regarding the issue of a five foot sidewalk. It is the best solution to move forward and he is in support of the agreement.

Council Member Pines thanked staff and the attorneys involved. Looking forward to a robust downtown.

Council Member Purvis stated this has been a long process to get to this point and this is the best solution available.

Council Member Entsuah thanked staff and all parties involved.

Mayor Murry did meet with Mr. Bianchi and Mr. Stringfellow and noted that everyone had fault on what transpired. Thanked City Manager Bulthuis for stepping in and getting right to work on the issue.

Council Member Bates moved to approve Resolution 2022-013R, Litigation Settlement, Land Purchase and Budget Amendment. Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis expressed frustration from the public when dealing with a lawsuit. All negotiations are private, there have been executive sessions that are not open to the public. It is not intentional to do anything out of the public eye however we have a legal process to follow. He stated he is available to answer any questions once this is resolved.

This was a complicated issue and it took delicate conversations with both parties. We will have a great working relationship moving forward.

Thanked Council for the pay adjustment for the non-union employees.

Council Member Purvis stated it was a collaborative effort from all involved.

ADJOURN: With no further comments, this meeting adjourned at 8:44pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date						
Tuesday, April 12, 2022						
Agenda Item Name						
Surplus Request						
Requested Action						
Recommend approval and declare end of life inventory as surplus from the Parks and Recreation Department and dispose of in accordance with the Purchasing Policy.						
Staff Report						
The Procurement Services Department, on behalf of the Parks and Recreation Department, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Parks and Recreation Department</u> <table border="1"> <thead> <tr> <th>Qty.</th> <th>Property Description</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>Forest River Denali 10 Person Restroom Trailer</td> </tr> </tbody> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(1)	Forest River Denali 10 Person Restroom Trailer
Qty.	Property Description					
(1)	Forest River Denali 10 Person Restroom Trailer					
Additional Analysis						
Fiscal Impact Summary						
Surplus property is anticipated to be sold for approximately \$20,000.00.						
Fiscal Impact	Fund Number and Description	Available Budget Amount				
Exhibits Attached (copies of original agreements)						
1.	Restroom Trailer Disposal	Restroom Trailer Disposal.pdf				



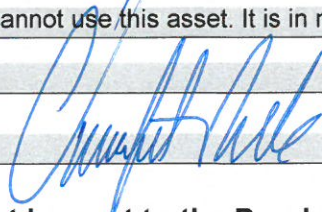
PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS Property Tag #:
Contact Person: Chris Dudeck Phone: 352-708-5997
Year / Make / Model: '20 Forest River Denali Vehicle No.
Miles / Hours: 0 Serial / VIN: VIN 5NHUCNZ27MN106266
Description of Property 10 RESTROOM TRAILER - SILVER, 24' LONG-

☐ 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:** The City cannot use this asset. It is in new condition

Director Signature: 

Date: Mar 21, 2022

*****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:

Revised 4/12/2017

2421
W

CITY OF CLERMONT
CHECK REQUEST ^a

Requestor: Barbara Hollerand

Date: Nov. 30, 2020

Department: City Manager's Office

Date Needed: ASAP

Purpose of request: Payment of balance due invoice #19413 for 2020 Forest River

Denali 10-station restroom trailer for business support events in support of economic recovery

assistance program Rise Clermont

Amount: \$53,999.00 *W*

Account Number: 10512-66401-99003 *W*

Payable to: Right Trailers, Inc.

7220 US Hwy 98 N

Lakeland FL 33809



Inv# 19413-RI
RIGHT TRAILERS INC
11/30/2020 # Pages 9

\$ 53,999.00

FP9 DOC171S31010

Received
NOV 3 2020
Finance Department

Department Head Signature: *Barbara Hollerand*

*** PLEASE ATTACH ALL BACKUP INFORMATION!!!!!! *****

Please check one:

☒ Please mail check – extra copy of correspondence attached.

☐ Please return check to _____



7220 US Hwy 98 N
Lakeland, FL 33809

Invoice

Date	Invoice #
11/30/2020	19413

Bill To
CITY OF CLERMONT 685 W. MONTROSE ST. CLERMONT, FL 34711

Ship To
CITY OF CLERMONT 685 W. MONTROSE ST. CLERMONT, FL 34711

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	MHS	11/30/2020			
Quantity	Item Code	Description			Price Each	Amount
1	06266	2020 FOREST RIVER DENALI 10 RESTROOM TRAILER VIN#5NHUCNZ27MN106266 Condition: New Vehicle Type: Cargo Trailer Color: Silver Length: 24 feet Width: 8 feet/6 inches GVWR: 12000 pounds Axle Capacity: 2 pounds Hitch Type: Bumper Pull All Steel Frame All DOT Approved Lighting 10 Station Restroom Trailer 2 5/16" Ball Coupler Tubular Steel Frame Safety Chains Electric Breakaway Kit Chrome Side Paneling Aluminum Tread Plate Stone Guard Men's and Women's Restroom Anti-slip Aluminum Steps Tandem Axles 16" Tires and Wheels Bubble Levels Above Fenders A/C Unit 2 110-125 Volt Power Supply Plugin Maintenance Closet A/C Control Breaker Box Radio with MP3, Bluetooth, USB, SD and Compact Disc Two Power Cords User Manual Men's Restroom 3 Urinals			54,999.00	54,999.00T
					Total	



7220 US Hwy 98 N
Lakeland, FL 33809

Invoice

Date	Invoice #
11/30/2020	19413

Bill To
CITY OF CLERMONT 685 W. MONTROSE ST. CLERMONT, FL 34711

Ship To
CITY OF CLERMONT 685 W. MONTROSE ST. CLERMONT, FL 34711

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	MHS	11/30/2020			
Quantity	Item Code	Description			Price Each	Amount
	Deposit	Two Sinks Countertop With Trash Disposal Soap Dispenser Paper Towel Dispenser Speakers A/C Vents 3 Stalls Over Head Interior Lighting Toilet Paper Dispenser Women's Restroom 4 Stalls Two Sinks Countertop With Trash Disposal Sap Dispenser Paper Towel Dispenser Speakers A/C Vents Over Head Interior Lighting Toilet Paper Dispenser Sanitary Napkin Disposal Less Deposit BID- 2111-005 Sales Tax-NON PROFIT			-1,000.00 0.00%	-1,000.00 0.00
Total					\$53,999.00	

Paul Hwy. P. 19413

BidSync
powered by Periscope
 (https://www.periscopeholdings.com/)

Bid #21-004 - Portable Restroom Trailer

City of Clermont, FL Time left: Bid has ended

Bid started: Nov 10, 2020 8:26:13 AM EST

Bid ended: Bid Closed On Nov 24, 2020 2:00:00 PM EST



Register now for free!

Register for free to access Bid information and place offers on Bids released by our agency clients.

Add to My bids

Details Documents Line items Vendor ads

Bid #21-004 - Portable Restroom Trailer RFB

Bid contact: [Please log in to view Bid contact information](#)

Issuing agency: City of Clermont, FL [See other Bids by this agency](#)

Bid Comments: The purpose of this solicitation is to receive responses from qualified respondents for the purchase of one (1) portable restroom trailer in accordance with the terms, conditions, and specifications contained in the RFB.

Deadline for written questions is November 18, 2020 at 3:00 P.M. and must be submitted electronically through S2G. Responses to questions will be provided online.

Description: Trailer Specifications:

Condition: New
 Vehicle Type: Cargo Trailer
 Color: Silver
 Length: 24 feet
 Width: 8 feet 6 inches
 GVWR: 12000 pounds
 Axle Capacity: 2 pounds
 Hitch Type: Bumper Pull
 All Steel Frame
 All DOT Approved Lighting
 10 Station Restroom Trailer
 2 5/16" Ball Coupler
 Tubular Steel Frame
 Safety Chains
 Electric Breakaway Kit
 Chrome Side Paneling
 Aluminum Tread Plate Stone Guard
 Men's and Women's Restroom
 Antislip Aluminum Steps
 Tandem Axles
 16" Tires And Wheels
 Bubble Levels Above Fenders
 A/C Unit
 2 110-125 Volt Power Supply Plugin
 Maintenance Closet
 A/C Control
 Breaker Box
 Radio With MP3, Bluetooth, USB, SD, and Compact Disc
 Two Power Cords
 User Manual
 Men's Restroom:
 3 Urinals
 Two Sinks
 Countertop With Trash Disposal
 Soap Dispenser
 Paper towel Dispenser
 Speakers
 A/C Vents
 3 Stalls
 Over Head Interior Lighting
 Toilet Paper Dispenser
 Women's Restroom:
 4 Stalls
 Two Sinks
 Countertop With Trash Disposal
 Soap Dispenser

Paper towel Dispenser
Speakers
A/C Vents
Over Head Interior Lighting
Toilet Paper Dispenser
Sanitary Napkin Disposal

Delivery location: [Please log in to see the delivery location](#)
Classification codes: [View classification codes](#)
Contract duration: One Time Purchase
Contract renewal: Not Applicable
Prices good for: 90 days
Regions: [View regions](#)

Please log in to see Bid details or to add this to My Bids. If you are not registered, [please register](#) for free.

Login

[Register now!](#)

CONNECT WITH US

(<https://www.facebook.com/PeriscopeHoldings>)

(<https://twitter.com/PeriscopeHldgs>)

(<https://www.linkedin.com/company/periscope-holdings>)

© 2018 Periscope Holdings, Inc. | [Terms](#)



Fax: 863-223-1589
7220 US HWY 98 N
Lakeland, FL 33809
www.RightTrailers.com

Order Contract

Date: 11 / 5 / 2020

Customer Name: CITY OF CLERMONT

Address: 685 W. MONTROSE ST. CLERMONT, FL 34711

Phone Number: 352-241-7355

Trailer Manufacturer: FOREST RIVER

Trailer Model: DENALI 10 STATION

Description:

Price: 54,999.00

IF WE NEED TO DO TAG WORK FOR CITY WILL BE ADDITIONAL FEE

RIGHT TRAILERS WILL HAVE THIS UNIT BE DEADLINE 12/30/2020

Total: 54,999.00

Handling Fee: 0

Sales Tax (7%): EXEMPT

Tag, Title Fee (Temp Tag only): 0

Grand Total: 54,999.00

Deposit: -1,000.00

Total Due at Delivery: 53,999.00

*Balance Due may not include applicable taxes, tag and title fees. Customer shall bear this responsibility in their permanent state of residence. Balance must be paid with a wire transfer or cashier's check as described below.

All materials are exclusive property of Right Trailers, Inc. and are copyright protected. Use of this order form or its contents for any purpose other than that authorized in writing by Right Trailers, Inc. is strictly prohibited. Any violators of this copyright will be prosecuted to the full extent of applicable laws.

This unit requires a \$ 1,000.00 non-refundable deposit. The purchaser agrees that this deposit will be forfeited if for any reason the trailer is not paid for in full within 5 calendar days of notifications of trailer completion or at least 3 days prior to purchaser pickup of trailer whichever is sooner. This notification may be provided to the purchaser by way of email, voice mail, or verbally. The date of contact through one of these methods shall serve as the date of notification.

This order is a binding agreement between Right Trailers, Inc. and the purchaser. The deposit is non-refundable. If 100% financing is being applied to the above unit, the purchaser understands that he is responsible for maintaining his credit such that the financing will still be available upon trailer completion. If the purchaser is denied the financing at the time of completion, he understands that he is still responsible for paying in full for the above unit. If the purchaser neglects to pay for the above unit in full, he shall be held liable for the outstanding balance as well as any litigation costs including but not limited to court cost, filing fees, document stamps, attorney's fees, and the maximum daily interest rate allowed by the state of Florida for the remaining balance.

Florida law shall prevail in any legal proceedings and all legal activities shall take place in Polk County, Florida. The purchaser agrees to pay for the unit in full as described above. Right Trailers, Inc. cannot be held liable for substitutions made by the manufacturer due to product availability. Modifications to the order specifications may be requested by cannot be guaranteed. Such request shall be in writing and approved by both Right Trailers and the purchaser. Right Trailers does not express or imply an exact date of completion due to many manufacturing activities that are beyond the control of Right Trailers. The estimated completion date is exactly that, an estimate. If the actual completion date occurs after the estimated date, the purchaser agrees to still accept the trailer and fulfill this contract. The purchaser shall hold Right Trailers, Inc. harmless in any legal proceedings.

Acknowledgements:

Purchaser

Date

DL#

Dealer Authorized Agent

Date



City of Clermont
685 West Montrose Street
Clermont FL 34711

PURCHASE ORDER NO: 2021-0101
THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND CORRESPONDENCE.

SUPPLIER: Right Trailers
7220 US HWY 98 N
LAKELAND FL 33809

CONTACT: Ramsey Gross
Phone: 352-241-7353
Email: rgross@clermontfl.org

BILL TO: 685 West Montrose Street
Clermont FL 34711

Order Date: Dec 1, 2020

Req No: R20210095

SHIP TO: Clermont City Hall
685 West Montrose Street
Clermont, FL 34711

Delivery Date: Dec 15, 2020

Line	Item Code	Description	Qty	Unit	Unit Price	Total Price
1		Portable Restroom Trailer Trailer Specifications: Condition: New Vehicle Type: Cargo Trailer Color: Silver Length: 24 feet Width: 8 feet 6 inches GVWR: 12000 pounds Axle Capacity: 2 pounds Hitch Type: Bumper Pull All Steel Frame All DOT Approved Lighting 10 Station Restroom Trailer 2 5/16" Ball Coupler Tubular Steel Frame Safety Chains Electric Breakaway Kit Chrome Side Paneling Aluminum Tread Plate Stone Guard Men's and Women's Restroom Antislip Aluminum Steps Tandem Axles 16" Tires And Wheels Bubble Levels Above Fenders A/C Unit 2 110-125 Volt Power Supply Plugin Maintenance Closet A/C Control Breaker Box Radio With MP3, Bluetooth, USB, SD, and Compact Disc Two Power Cords User Manual Men's Restroom: 3 Urinals Two Sinks Countertop With Trash Disposal Soap Dispenser Paper towel Dispenser Speakers A/C Vents 3 Stalls Over Head Interior Lighting Toilet Paper Dispenser Women's Restroom: 4 Stalls Two Sinks Countertop With Trash Disposal Soap Dispenser Paper towel Dispenser Speakers A/C Vents Over Head Interior Lighting Toilet Paper Dispenser Sanitary Napkin Disposal	1	each	\$54,999.00	\$54,999.00

Total PO Price

\$54,999.00

Special Instructions:

This purchase order is being issued as per all terms and conditions contained in bid number 21-004 to acquire Restroom Trailer as provided there in. Please contact Barbara Hollerand at bhollerand@clermontfl.org to schedule a delivery date.

Attachments

Please review the following PO documents online:

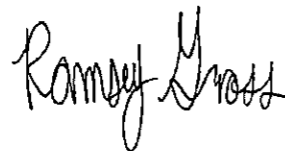
- [RFB 21-004 Award Recommendation.pdf](#)
- [RFB 21-004 Response Tabulation.pdf](#)

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order is being issued as per previously approved requisition and complies with the City of Clermont Purchasing Policy

Vendors providing goods or services to the City of Clermont acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the City of Clermont and the vendor (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and vendor. Buyer hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
3. Upon delivery of goods and/or services as described on the purchase order the vendor shall submit a "proper invoice" to the Department stated on the front of the purchase order. The invoice shall contain the following minimum information to be processed for payment:
 - a) Name of vendor and remittance address of vendor;
 - b) Date of invoice;
 - c) Purchase Order number;
 - d) Quantity of items delivered, item description, unit price, extended price for each item;
 - e) Total amount of invoice.
4. No modifications and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order. Quantities specified in the purchase order cannot be changed without writing approval by the City which will be provided through a new modified/revised purchase order.
5. City is tax exempt from Federal and State taxes for tangible personal property. Invoices shall not include sales tax.
6. Vendor warrants that all goods or services supplied hereunder shall conform to the proposed specifications and be free from all defects in material, workmanship and title.
7. All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order. Delivery shall not be made to any place other than the destination indicated on the Purchase Order.
8. The vendor agrees to indemnify, defend and hold harmless the City of Clermont, including, but not limited to its public officials, City employees, and City Departments, against all damages, claims, liabilities and expenses of any nature whatsoever, including, but not limited to personal injury, death and property damage, arising out of or in connection with any actions by the vendor including, but not limited to its owners, officers, employees, subcontractor and agents during the performance of this order. Additionally, the vendor will indemnify the City, including, but not limited to its public officials, City employees, and City departments, based on a claim that the supplies or services furnished infringes a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret.
9. Public Records: CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
 - (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
 - (e) If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, Contractor shall contact the City's custodian of public records at City Clerk's Office, (352) 241-7331.



Authorized Signature

Print Page

Close

RIGHT TRACERS, INC.
7220 US HWY 98N
LAKELAND, FL 33809

11/05/2020 09:04:06
FTD: XXXXXXXXXXXX029 TTD: XXXXX188

CREDIT CARD
MC SALE

Card # Token XXXXXXXXXXXX5509
Network: MASTERCARD
SEQ #: 1
Batch #: 1239
INVOICE
Approval Code: 082109
Entry Method: Manual
Mode: Online
Tax Amount: \$0.00
Cust Code: 829

allers
Lakeland, FL Inc.
56-Right

S Hwy 98 N
Lakeland, FL 33809

PAID
11/05/2020

Barbara P. Clark

Invoice

Date	Invoice #
11/5/2020	19227

Ship To
CITY OF CLERMONT 685 W. MONTROSE ST. CLERMONT, FL 34711
check # 152956 = 53,999

SALE AMOUNT \$1000.00

I agree to pay above total amount
according to card issuer agreement.
(Merchant agreement if Credit Voucher)

X

MERCHANT COPY

Rep	F.O.B.	Project

Less Deposit 10 ST
7% Polk County Sales Tax

Barbara to
submit PO
to include as
back-up

Price Each	Amount
1,000.00 7.00%	1,000.00 0.00

Deposit on restroom trailer (\$54,999 total purchase price)
For business support events
For Rise Clermont
(Balance due is \$53,999)

Inv# 18227-RT \$ 1,000.00
FIFTH THIRD BANK
11/05/2020 9 Pages 3 FP3 DOC174S3143

X SPD

Barbara Clark 66401 10512 - 8008007 - 99003 (BH Peard) emailed Barbara - need PO to be attached.	1,000
Total \$1,000.00	



7220 US Hwy 98 N, Lakeland, FL 33809

863-667-4448

www.RightTrailers.com

Credit Card Authorization Form

You may cancel this authorization at any time by contacting Jessica Watson at Right Trailers, Inc. The authorization will remain effective until you choose to cancel. This form must be completed in full to be considered valid.

Credit Card Information	
Card Type:	MasterCard ☒ VISA ☐ Discover ☐ Forrest River ☐
Cardholder Name (as shown on card)	Barbara Hollerand City of Clermont
Card Number:	XXXX XXXX XXXX 5509
Expiration Date (mm/yy):	11/24
Billing Zip Code:	34711

I, Barbara Hollerand, authorize **RIGHT TRAILERS, INC.** to charge the credit card above for the agreed upon purchases. I understand that this information will be saved on file for future transactions, however email and/or phone confirmation will be needed before a transaction can be processed.

Barbara Hollerand
Print Name

11/05/2020 Barbara Hollerand
Date Signature

Jessica Watson
Phone: 813-400-9864
Email: jwatson@righttrailers.com



Fax: 863-223-1589
7220 US HWY 98 N
Lakeland, FL 33809
www.RightTrailers.com

Order Contract

Date: 11 / 5 / 2020 Customer Name: CITY OF CLERMONT
Address: 685 W. MONTROSE ST. CLERMONT, FL 34711
Phone Number: 352-241-7355
Trailer Manufacturer: FOREST RIVER
Trailer Model: DENALI 10 STATION
Description: _____ Price: 54,999.00

IF WE NEED TO DO TAG WORK FOR CITY WILL BE ADITIONAL FEE

RIGHT TRAILERS WILL HAVE THIS UNIT BE DEADLINE 12/30/2020

Total: 54,999.00
Handling Fee: 0
Sales Tax (7%): EXEMPT
Tag, Title Fee (Temp Tag only): 0
Grand Total: 54,999.00
Deposit: -1,000.00
Total Due at Delivery: 53,999.00

*Balance Due may not include applicable taxes, tag and title fees. Customer shall bear this responsibility in their permanent state of residence. Balance must be paid with a wire transfer or cashier's check as described below.

All materials are exclusive property of Right Trailers, Inc. and are copyright protected. Use of this order form or its contents for any purpose other than that authorized in writing by Right Trailers, Inc. is strictly prohibited. Any violators of this copyright will be prosecuted to the full extent of applicable laws.

This unit requires a \$ 1,000.00 non-refundable deposit. The purchaser agrees that this deposit will be forfeited if for any reason the trailer is not paid for in full within 5 calendar days of notifications of trailer completion or at least 3 days prior to purchaser pickup of trailer whichever is sooner. This notification may be provided to the purchaser by way of email, voice mail, or verbally. The date of contact through one of these methods shall serve as the date of notification.

This order is a binding agreement between Right Trailers, Inc. and the purchaser. The deposit is non-refundable. If 100% financing is being applied to the above unit, the purchaser understands that he is responsible for maintaining his credit such that the financing will still be available upon trailer completion. If the purchaser is denied the financing at the time of completion, he understands that he is still responsible for paying in full for the above unit. If the purchaser neglects to pay for the above unit in full, he shall be held liable for the outstanding balance as well as any litigation costs including but not limited to court cost, filing fees, document stamps, attorney's fees, and the maximum daily interest rate allowed by the state of Florida for the remaining balance.

Florida law shall prevail in any legal proceedings and all legal activities shall take place in Polk County, Florida. The purchaser agrees to pay for the unit in full as described above. Right Trailers, Inc. cannot be held liable for substitutions made by the manufacturer due to product availability. Modifications to the order specifications may be requested by cannot be guaranteed. Such request shall be in writing and approved by both Right Trailers and the purchaser. Right Trailers does not express or imply an exact date of completion due to many manufacturing activities that are beyond the control of Right Trailers. The estimated completion date is exactly that, an estimate. If the actual completion date occurs after the estimated date, the purchaser agrees to still accept the trailer and fulfill this contract. The purchaser shall hold Right Trailers, Inc. harmless in any legal proceedings.

Acknowledgements:

_____	_____	_____
Purchaser	Date	DL#
_____	_____	
Dealer Authorized Agent	Date	

12/1/2020

Periscope Source: View Order



City of Clermont
685 West Montrose Street
Clermont, FL 34711

PURCHASE ORDER NO: 2020-0197
THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND CORRESPONDENCE.

SUPPLIER: Right Trailers
7220 US HWY 98 N
LAKELAND FL 33809
CONTACT: Ramsey Gross
Phone: 352-241-7259
Email: rgross@clermontfl.org

BILL TO: 685 West Montrose Street
Clermont, FL 34711
Order Date: Dec 1, 2020
Req No: E20210025

SHIP TO: Clermont City Hall
685 West Montrose Street
Clermont, FL 34711

Delivery Date: Dec 15, 2020

Line	Item Code	Description	Qty	Unit	Unit Price	Total Price
1		Portable Restroom Trailer Trailer Specifications: Condition: New Vehicle Type: Cargo Trailer Color: Silver Length: 24 feet Width: 6 feet 6 inches GVWR: 12000 pounds Ash Capacity: 2 pounds Hitch Type: Bumper Pull All Steel Frame All DOT Approved Lighting 10 Station Restroom Trailer 2.5/16" Ball Coupler Tubular Steel Frame Safety Chains Electric Breakaway Kit Chrome Side Paneling Aluminum Thread Plate Safety Guard Men's and Women's Restroom Anodized Aluminum Steps Tandem Axles 16" Tires And Wheels Bubble Levels Above Fenders A/C Unit 2 110-125 Volt Power Supply Plug-in Maintenance Closet A/C Control Breaker Box Radio With MP3, Bluetooth, USB, SD, and Compact Disc Two Power Cords User Manual Men's Restroom: 3 Urinals Two Sinks Countertop With Trash Disposal Soap Dispenser Paper towel Dispenser Speakers A/C Vents 3 Stalls Over Head Interior Lighting Toilet Paper Dispenser Women's Restroom: 4 Stalls Two Sinks Countertop With Trash Disposal Soap Dispenser Paper towel Dispenser Speakers A/C Vents Over Head Interior Lighting Toilet Paper Dispenser Sanitary Napkin Disposal	1	each	\$54,999.00	\$54,999.00

Total PO Price \$54,999.00

Special Instructions:

This purchase order is being issued as per all terms and conditions contained in bid number 21-004 to acquire Restroom Trailer as provided therein. Please contact Barbara Hollander at bhollander@clermontfl.org to schedule a delivery date.

Attachments:

Please follow the following PO documents online:

- RFB 21-004 Award Recommendation.pdf
- RFB 21-004 Response Tabulation.pdf

<https://www.bidsync.com/DPXOrder?ac=orderview&print=yes&orderId=2788725>

1/2

This Purchase Order is being issued as per previously approved resolution and complies with the City of Detroit Purchasing Policy

Accepted notice of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Vendor. Buyer hereby agrees to and will not be bound by any different or additional terms and conditions contained in the acceptance of a binding and enforceable contract between City and Vendor, except to the extent that such terms and conditions are specifically identified in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions set forth on this order.

2. All insurance requirements applicable shall be limited prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is completed.

(b) Date of invoice;
(c) Purchase Order number;
(d) Quantity of items delivered, item description, unit price, extended price for each item;
(e) Total amount of invoice.

15. Vendor warrants that all goods or services supplied hereunder shall conform to the proposed specifications and be free from all defects in material, workmanship and etc.

Employees by the vendor including bid not limited to its officers, employees, subcontractors and agents during the performance of its contract. Additionally, the vendor will informally notify the City, including but not limited to its public officials, City employees, and City representatives based on a claim that the supplier or service's method infringes a United States Patent or other intellectual property right.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this schedule. The City will not charge a fee for the production of records that are not subject to the public records law or as otherwise provided by law.

(e) Computer has questioned the applicability of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract. Contractor shall conduct

2001/11/11

Approved Signature _____

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015.

the 1990s, the number of people in the world who are undernourished has declined from 1.1 billion to 800 million. The number of people who are malnourished has declined from 1.5 billion to 1 billion. The number of people who are obese has increased from 100 million to 300 million. The number of people who are overweight has increased from 100 million to 300 million. The number of people who are obese and overweight has increased from 100 million to 300 million. The number of people who are obese and overweight has increased from 100 million to 300 million.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion (United Nations, 1994). The United Nations (1994) also predicts that the number of people in the world who are 65 years of age and older will increase by 1.5 billion. The United Nations (1994) also predicts that the number of people in the world who are 65 years of age and older will increase by 1.5 billion.

1. *Journal of the American Medical Association*, 1997; 277: 1033-1038.

Pamela Brosonski

From: Barbara Hollerand
Sent: Wednesday, December 9, 2020 5:08 PM
To: Pamela Brosonski
Cc: Terri Dumond
Subject: Check for Right Trailers for restroom trailer
Importance: High

Hi, Pam,
They just called to say the restroom trailer was in and that they can deliver it to us tomorrow or Friday.
May I get the check for that one, please? It is the approximately \$53k one.
Thanks!
Barbara



Barbara B. Hollerand
Business Liaison

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7355 | Fax 352-394-3542
bhollerand@clermontfl.org
www.clermontfl.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.*



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date										
Tuesday, April 12, 2022										
Agenda Item Name										
Purchase of Refuse Containers and Budget Amendment										
Requested Action										
Requesting approval to purchase residential recycle and trash containers from Otto Environmental Systems North America, Inc., contract number 2020-11, in the total amount of \$106,559.55 and a budget amendment for the same.										
Staff Report										
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department seeks to purchase recycle and trash carts from an established term contract with Otto Environmental Systems North America, Inc., No. 2020-11. The total amount of the purchase is \$106,559.55 and it is not included in Fiscal Year 2022 budget. In accordance with the Purchasing Policy, purchases that require a budget amendment must be approved by City Council. It is the intent of the Public Services Department to purchase recycle and trash carts for the following quantities. See attached quote for additional information. <table border="1"> <thead> <tr> <th>Qty.</th> <th>Item Description</th> </tr> </thead> <tbody> <tr> <td>1,120</td> <td>95 Gal. Mil Trash Cart</td> </tr> <tr> <td>405</td> <td>65 Gal. Edge Recycle Cart</td> </tr> <tr> <td>230</td> <td>95 Gal. Mil Recycle Cart</td> </tr> </tbody> </table>			Qty.	Item Description	1,120	95 Gal. Mil Trash Cart	405	65 Gal. Edge Recycle Cart	230	95 Gal. Mil Recycle Cart
Qty.	Item Description									
1,120	95 Gal. Mil Trash Cart									
405	65 Gal. Edge Recycle Cart									
230	95 Gal. Mil Recycle Cart									
Additional Analysis										
Fiscal Impact Summary										
The current year's approved budget does not have funds budgeted for this purchase. A budget amendment in the amount of \$106,559.55 is recommended (Sanitation Fund). Department Account Code: 49534-55200										
Fiscal Impact	Fund Number and Description	Available Budget Amount								
Exhibits Attached (copies of original agreements)										
1.	95 Gallon Trash Cart Quote	17126 03-22 95 gall.pdf								
2.	65 Gallon Recycle Cart Quote	17142 3-22 65gall.pdf								
3.	95 Gallon Recycle Cart Quote	17143 03-22 95 GALL REC.pdf								



Quote: 17126

Page: 1/4

Brian Camp
Billing Contact
CITY OF CLERMONT
3335 Hancock Rd
Attn: Brian Camp
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: March 8, 2022 - April 7, 2022

Line	Product	Description	Quantity	Net Price	Net Value
10	9786565-FI0OR000HH-CLERMONT0T01	95 Gal Mil Trash Cart CLERMONT (SK)c	1,120 Each	62.10 USD / 1 Each	69,552.00 USD
List Price			62.10 USD / 1 Each	69,552.00 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 65 - Forest Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					

Total Item Net Value	69,552.00 USD
Freight	0.00 USD
Total	69,552.00 USD

Payment Terms: 30 days net

Incoterms: FOB Destination Prepaid (Dom), Clermont, FL

All Credit Card transactions are subject to a 2.5% processing fee.

HGAC - Program
Delivered Price
Carts \$57.10
Deliver: \$5.00 per cart

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 17126

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Gabriela Becquer

gabriela.becquer@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. DELIVERIES. Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. RECEIVING DELAYS. If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. PRICES. Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. CANCELLATION/CHANGES. Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender**

identity, national origin, protected veteran status or disability. Rev 5/1/2019



Quote: 17142

Page: 1/4

Brian Camp
Billing Contact
CITY OF CLERMONT
3335 Hancock Rd
Attn: Brian Camp
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: March 8, 2022 - April 7, 2022

Line	Product	Description	Quantity	Net Price	Net Value
10	6926572-FIOW0000HH-CLERMONT0R01	65 Edge Recycle Cart CLERMONT (SK)	405 Each	56.11 USD / 1 Each	22,724.55 USD
List Price			56.11 USD / 1 Each	22,724.55 USD	
Cart Style: 65 Gal Edge/Plastic Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 72 - Yellow Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					

Total Item Net Value	22,724.55 USD
Freight	0.00 USD
Total	22,724.55 USD

Payment Terms: 30 days net

Incoterms: FOB Destination Prepaid (Dom), Clermont, FL

All Credit Card transactions are subject to a 2.5% processing fee.

HGAC - Program
Delivered Price
Carts \$53.02
Deliver: \$3.09 per cart

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 17142

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Gabriela Becquer

gabriela.becquer@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. DELIVERIES. Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. RECEIVING DELAYS. If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. PRICES. Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. CANCELLATION/CHANGES. Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender**

identity, national origin, protected veteran status or disability. Rev 5/1/2019



Quote: 17143

Page: 1/4

Brian Camp
Billing Contact
CITY OF CLERMONT
3335 Hancock Rd
Attn: Brian Camp
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: March 8, 2022 - April 7, 2022

Line	Product	Description	Quantity	Net Price	Net Value
10	9786572-FI0OC000HH-CLERMONT0R01	95 Gal Mil Recycle Cart CLERMONT0 (SK)	230 Each	62.10 USD / 1 Each	14,283.00 USD
List Price			62.10 USD / 1 Each	14,283.00 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 72 - Yellow Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					

Total Item Net Value	14,283.00 USD
Freight	0.00 USD
Total	14,283.00 USD

Payment Terms: 30 days net

Incoterms: FOB Destination Prepaid (Dom), Clermont, FL

All Credit Card transactions are subject to a 2.5% processing fee.

HGAC - Program
Delivered Price
Carts \$57.10
Deliver: \$5.00 per cart

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 17143

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Gabriela Becquer

gabriela.becquer@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability. Rev 5/1/2019



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Purchase of Police Vehicles and Budget Amendment		
Requested Action		
Requesting approval to piggyback contract number 25100000-21-STC from the State of Florida with Step One Automotive Group to purchase six (6) police rated vehicles and approval of a budget amendment in the amount of \$352,662.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2203-007 to notify local vendors of the City's intent to utilize other governmental agency contract. The RFI was posted on the City's website for five (5) calendar days. At the completion of the RFI, the Procurement Services Department received no interest. The total cost to purchase six vehicles under the state contract is \$232,662. The cost to retrofit six vehicles with emergency equipment, striping, tags, tint, in-car video camera, etc., is a total of \$120,000. The total combined cost to purchase and retrofit the police vehicles is \$352,662. Therefore, a budget amendment in the amount of \$352,662 is being requested. The Florida State contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. Based on this, staff recommends that Council approve to piggyback the State of Florida contract number 25100000-21-STC titled Motor Vehicles. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not include funds budgeted for this purchase. A budget amendment in the amount of \$352,662 is recommended with funding from the Infrastructure Fund and General Fund. Department Account Code: 12521-66400 and 10521-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Vehicle Quote	Police Vehicles - State Contract 25100000-21-STC.pdf	
2. RFI 2203-007	RFI_2203-007.pdf	

FORD CRESTVIEW**FT WALTON BCH CDJR****PROPOSAL**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJOE@STEPONEAUTO.COM

NAME CITY OF CLERMONT	
EMAIL	
ATTN	
DATE 3-28-22	
2021 FORD POLICE INTERCEPTOR SUV AWD	35,192.00
3.0 ECO BOOST V-6 ENGINE WITH 10 SPEED AUTO TRANS	1790.00
H8 AGM BATTERY	110.00
GLOBAL LOCK/ UNLOCK	
BADGE DELETE	
IN OP COURTESY LAMPS	25.00
POWER HEATED MIRRORS	60.00
GRILL PREWIRE / SIREN /SPEAKER/LIGHTS	50.00
OBD II SPLIT CONNECTOR FOR UP FIT	55.00
POWER WINDOWS AND LOCKS	
POWER DRIVERS SEAT	
CLOTH BUCKET SEATS WITH VINYL REAR SEAT	
CREDIT FOR 2021	(500.00)
PAINT DOORS WHITE	1995.00
UNIT PRICE	38,777.00
X6	232,662.00
SUBJECT TO PRIOR SALE	
PER STATE CONTRACT 25100000-21-STC	

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Motor Vehicles](#) > [Contractors](#) > Contractors - STEP ONE AUTOMOTIVE GROUP, LLC

STEP ONE AUTOMOTIVE GROUP, LLC

Contractor Attributes

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	No	Statewide

FEIN: 81-5293402

Website: www.cdjrftwaltonbeach.com

Customer Contact

Name: ERIC JORE

Email: ejore@steponeauto.com

Phone: 407-234-5116

Address: 541 MARY ESTER CUTOFF N W, FT WALTON BCH, FL 32548

Contract Administrator

Name: ERIC JORE

Email: ejore@steponeauto.com

Phone: 850-292-4580

Address: 541 MARY ESTERCUTOFF N W, FT WALTON BCH, FL 32548

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Motor Vehicles](#) > Contractors

Motor Vehicles25100000-21-STC

Contractors

Contractor List

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
ALAN JAY CHEVROLET-CADILLAC, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY ENTERPRISES OF WAUCHULA, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY FORD LINCOLN MERCURY, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY IMPORT CENTER, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY NISSAN, INC.	A - Non-Minority	No	No	No	Statewide
BOZARD FORD CO.	A - Non-Minority	No	No	No	Statewide
GARBER CHEVROLET BUICK GMC, INC.	A - Non-Minority	No	No	No	Statewide
GARBER FORD, INC.	A - Non-Minority	No	No	No	Statewide
GATOR MOTO UTILITY VEHICLES AND MORE, LLC	A - Non-Minority	No	No	No	Statewide
JEFFREY-ALLEN, INC.	A - Non-Minority	No	No	No	Statewide
STARKE MOTORCARS, LLC	A - Non-Minority	No	No	No	Statewide
STEP ONE AUTOMOTIVE FD CW, LLC	A - Non-Minority	No	No	No	Statewide
STEP ONE AUTOMOTIVE GROUP, LLC	A - Non-Minority	No	No	No	Statewide
STEP ONE AUTOMOTIVE HY BR, LLC	A - Non-Minority	No	No	No	Statewide
TAMPA TRUCK CENTER LLC	A - Non-Minority	No	No	No	Statewide
TROPICAL FORD, INC.	A - Non-Minority	No	No	No	Statewide

MOTOR VEHICLES (25100000-21-STC)																				
Exhibit B.1: Price Sheet - Police Vehicles																				
Commodity Code: 25101702 (POLICE VEHICLES)																				
Sub-Group ¹	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Required Aftermarket Option¹² Special Paint - FHP, Price (\$#,###)	Estimated Lead Time in Days (###) ¹⁰	Identified Aftermarket Option ¹¹										
										Adjustable Rear Air Shock Absorbers, Price (\$#,###)	Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape- On, Price (\$#,###)	Unity Spotlight LED, Price (\$#,###)	Push Bumper, Sixteen Inches High, Price (\$#,###)	Anti-Theft Security System, Automatic Activation, Price (\$#,###)	Alternating Lamp Flashers, Price (\$#,###)	Auxiliary Dome Light, Price (\$#,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price (\$#,###)	
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Ford	13	2022 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 36,350.00	3%	\$ 600.00	120-180	N/A	\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	N/A	
		14	2022 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 39,499.00	2%	\$ 600.00	120-180		\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00		
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	Ford	18	2022 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 39,799.00	2%	\$ 600.00	120-180	N/A	\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
		19	2022 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 42,950.00	3%	\$ 600.00	120-180		\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
		20	2022 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 35,192.00	2%	\$ 600.00	120-180		\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	Ford	27	2022 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 33,473.00	2%	\$ 600.00	120-180	N/A	\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
KEY:																				
N/A - Not Available																				



REQUEST FOR INFORMATION

Intent to Utilize the State of Florida Contract to Purchase Police Vehicles

CONTACT INFORMATION: Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermontfl.org Phone: (352) 241-7350	RFI No. 2203-007	ISSUED DATE: March 31, 2022
NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 5, 2022 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 Procurement Services Director by email.
Hardcopy responses may be delivered to: City of Clermont Procurement Services 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 Procurement Services 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 five (5) calendar days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Department: Police Department
- (b) Company Information: Ford Crestview Step One Automotive Group
- (c) Contract Number and Title: Florida State Contract Motor Vehicles 25100000-21-STC
- (d) Length of Contract: From November 17, 2021, through November 16, 2022.
- (e) Product or Service Provided: Purchase of six (6) 2021 Ford Police Interceptor SUV AWD

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services 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 Procurement Services 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.

FORD CRESTVIEW**FT WALTON BCH CDJR**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 ERIC JORE
 GOVERNMENT SALES
 CELL 407-234-5116
 OFFICE 850-292-4580
 E-MAIL
 EJORE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF CLERMONT	
EMAIL	
ATTN	
DATE 3-28-22	
2021 FORD POLICE INTERCEPTOR SUV AWD	35,192.00
3.0 ECO BOOST V-6 ENGINE WITH 10 SPEED AUTO TRANS	1790.00
H8 AGM BATTERY	110.00
GLOBAL LOCK/ UNLOCK	
BADGE DELETE	
IN OP COURTESY LAMPS	25.00
POWER HEATED MIRRORS	60.00
GRILL PREWIRE / SIREN /SPEAKER/LIGHTS	50.00
OBD II SPLIT CONNECTOR FOR UP FIT	55.00
POWER WINDOWS AND LOCKS	
POWER DRIVERS SEAT	
CLOTH BUCKET SEATS WITH VINYL REAR SEAT	
CREDIT FOR 2021	(500.00)
PAINT DOORS WHITE	1995.00
UNIT PRICE	38,777.00
X6	232,662.00
SUBJECT TO PRIOR SALE	
PER STATE CONTRACT 25100000-21-STC	

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Motor Vehicles](#) > [Contractors](#) > Contractors - STEP ONE AUTOMOTIVE GROUP, LLC

STEP ONE AUTOMOTIVE GROUP, LLC

Contractor Attributes

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	No	Statewide

FEIN: 81-5293402

Website: www.cdjrftwaltonbeach.com

Customer Contact

Name: ERIC JORE

Email: ejore@steponeauto.com

Phone: 407-234-5116

Address: 541 MARY ESTER CUTOFF N W, FT WALTON BCH, FL 32548

Contract Administrator

Name: ERIC JORE

Email: ejore@steponeauto.com

Phone: 850-292-4580

Address: 541 MARY ESTERCUTOFF N W, FT WALTON BCH, FL 32548

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Motor Vehicles](#) > Contractors

Motor Vehicles25100000-21-STC

Contractors

Contractor List

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
ALAN JAY CHEVROLET-CADILLAC, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY ENTERPRISES OF WAUCHULA, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY FORD LINCOLN MERCURY, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY IMPORT CENTER, INC.	A - Non-Minority	No	No	No	Statewide
ALAN JAY NISSAN, INC.	A - Non-Minority	No	No	No	Statewide
BOZARD FORD CO.	A - Non-Minority	No	No	No	Statewide
GARBER CHEVROLET BUICK GMC, INC.	A - Non-Minority	No	No	No	Statewide
GARBER FORD, INC.	A - Non-Minority	No	No	No	Statewide
GATOR MOTO UTILITY VEHICLES AND MORE, LLC	A - Non-Minority	No	No	No	Statewide
JEFFREY-ALLEN, INC.	A - Non-Minority	No	No	No	Statewide
STARKE MOTORCARS, LLC	A - Non-Minority	No	No	No	Statewide
STEP ONE AUTOMOTIVE FD CW, LLC	A - Non-Minority	No	No	No	Statewide
STEP ONE AUTOMOTIVE GROUP, LLC	A - Non-Minority	No	No	No	Statewide
STEP ONE AUTOMOTIVE HY BR, LLC	A - Non-Minority	No	No	No	Statewide
TAMPA TRUCK CENTER LLC	A - Non-Minority	No	No	No	Statewide
TROPICAL FORD, INC.	A - Non-Minority	No	No	No	Statewide

MOTOR VEHICLES (25100000-21-STC)																				
Exhibit B.1: Price Sheet - Police Vehicles																				
Commodity Code: 25101702 (POLICE VEHICLES)																				
Sub-Group ¹	Manufacturer/ Brand ³	Line Number	Representative Model ⁴	Alternate Fuel Capable ⁵	Organization Name ⁶ (AUTOFILLS)	Base Vehicle Price (\$##,###.00) ⁷	OEM Options Discount (##%) ⁸	Required Aftermarket Option¹² Special Paint - FHP, Price (\$#,###)	Estimated Lead Time in Days (###) ¹⁰	Identified Aftermarket Option ¹¹										
										Adjustable Rear Air Shock Absorbers, Price (\$#,###)	Vent / Rain Shields, Flange Mounted, Price (\$#,###)	Vent / Rain Shields, Tape- On, Price (\$#,###)	Unity Spotlight LED, Price (\$#,###)	Push Bumper, Sixteen Inches High, Price (\$#,###)	Anti-Theft Security System, Automatic Activation, Price (\$#,###)	Alternating Lamp Flashers, Price (\$#,###)	Auxiliary Dome Light, Price (\$#,###)	Accessory Outlets Bank, Three (3) Outlets, Price (\$#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price (\$#,###)	
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Ford	13	2022 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 36,350.00	3%	\$ 600.00	120-180	N/A	\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	N/A	
		14	2022 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 39,499.00	2%	\$ 600.00	120-180		\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00		
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	Ford	18	2022 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 39,799.00	2%	\$ 600.00	120-180	N/A	\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
		19	2022 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 42,950.00	3%	\$ 600.00	120-180		\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
		20	2022 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 35,192.00	2%	\$ 600.00	120-180		\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	Ford	27	2022 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)		STEP ONE AUTOMOTIVE FD CW, LLC	\$ 33,473.00	2%	\$ 600.00	120-180	N/A	\$ 225.00	\$ 225.00	\$ 395.00	\$ 595.00	\$ 495.00	\$ 1,256.00	\$ 95.00	\$ 125.00	\$ 795.00	
KEY:																				
N/A - Not Available																				



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Piggyback Broward County School Board Contract		
Requested Action		
Recommend to approve a piggyback contract number RFP FY21-209 from Broward County School Board with PFM Asset Management, LLC for investment advisory services.		
Staff Report		
The Procurement Services Department and the Finance Department recommend approval of the above action. At the request of the Finance Department, the Procurement Services Department sought a contract from Broward County School Board number RFP FY21-209, for investment advisory services. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2203-005 to notify local vendors of the City's intent to utilize other governmental agency contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Broward County School Board contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The term of the contract is for a five (5) year period. Based on this, staff recommends that Council approve the piggyback of the Broward County School Board number RFP FY21-2093. This contract will provide investment advisory services to the Finance Department. The estimated annual expenditure of this contract is \$23,000. The total estimated amount for the five (5) year term of the contract is \$115,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual expenditure does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be allocated on an annual basis and funded by the respective department with annual budgeted funds. Department: Finance -10513-53154 (General Fund); Other Funds use object code 53154.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Investment Advisory Services Contract	Investment Advisory Services Contract.pdf	
2. Tabulation	Tabulation.PDF	
3. RFI 2203-005	RFI 2203-005.pdf	

Procurement & Warehousing Services

Mary C. Coker, Director

7720 W. Oakland Park Boulevard

Sunrise, Florida 33351

phone: 754-321-0505 • fax: 754-321-0936

mary.coker@browardschools.com

www.browardschools.com/PWS

**The School Board of
Broward County, Florida**

Laurie Rich Levinson, Chair

Patricia Good, Vice Chair

Lori Alhadeff

Debra Hixon

Donna P. Korn

Sarah Leonardi

Ann Murray

Dr. Rosalind Osgood

Nora Rupert

Dr. Vickie L. Cartwright
Superintendent of Schools

March 1, 2022

Mr. Steven Alexander, Managing Director

Mr. Richard Pengelly, Managing Director

PFM Asset Management, LLC

225 East Robinson Street, Suite 250

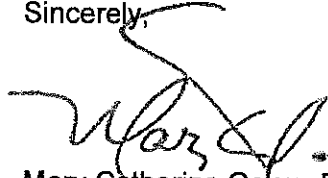
Orlando, Florida 32801

RE: FY21-209 - Investment Advisory Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and PFM Asset Management, LLC. This is the result of the School Boards' approval on February 15, 2022, for item OO-27. Full details are outlined in the Agreement.

Sincerely,



Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm

Attachment(s)

cc: Charles High, Purchasing Agent
Ivan Perrone, Treasurer
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Status: ORIGINAL

2022-02-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-27.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	RFP-FY21-209 - Investment Advisory Services
REQUESTED ACTION:	Approve the recommendation to award the above-referenced Request for Proposal (RFP) - FY21-209 - Investment Advisory Services; Contract Term: February 15, 2022 through December 31, 2026; 4 Years, 10 Months; User Department: Treasurer's Office; Award Amount: \$750,000; Awarded Vendor(s): PFM Asset Management LLC.

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Facilities & Asset Management	N/A
--	-----

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **YES**Will the implementation of this item have a direct impact on one of the 2024 Strategic Plan Primary Metrics? **NO***If YES, identify the primary metric and include the corresponding figures in the table below.***Primary Goal & Metric:**

N/A	N/A
-----	-----

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

Investment Advisory services assists the District with meeting or exceeding investment and/or policy benchmarks.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEMWas this item previously presented to the School Board? **YES**

The School Board of Broward County, Florida, received two (2) proposals for RFP FY21-209 - Investment Advisory Services. The recommended vendor will assist the District in managing, monitoring, and evaluating its investments. PFM Asset Management LLC will adhere to School Board Policy 3110 which sets forth the investment objectives and parameters for the management of the District's public funds.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

RELATED ITEMS

O-2 - 12/15/20

EXHIBITS

Executive Summary
Financial Analysis Worksheet
Agreement
Recommendation Tabulation
Supplier Evaluation

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1.
2.

RESOURCES REQUIREDBudget

Are additional funds required in relation to the approval of this item?

If YES, How much additional funding is necessary to implement this item?

If NO, How much existing funding will be spent to implement this item?

SOURCE OF FUNDS:

Spending Authority

Is additional spend authority required for this item?

If YES, How much additional spending authority is necessary to implement this item?

Staffing

Is additional staff required in relation to the implementation of this item?

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:

Phone:

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**Senior Leader & Title****Signature**

Electronic Signature

Form \$4189 Revised 1/20

VLC/JSM

Approved in

Open Board

Meeting On:

By:

Laurie Red Levinson
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of February 2022
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PFM ASSET MANAGEMENT LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
213 Market Street
Harrisburg, Pennsylvania 17101

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-209 – Investment Advisory Services (hereinafter referred to as "RFP"), dated May 14, 2021, and amended by Addendum No. 1, dated June 9, 2021 all of which are incorporated by reference herein, for the purpose of receiving proposals for investment advisory services; and

WHEREAS, VENDOR offered a proposal dated June 9, 2021 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and conclude on **December 31, 2026**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for 180 days beyond the expiration date, if needed. SBBC's Procurement & Warehousing Services Department, will, if considering extending, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Scope of Services Provided.** VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A – Scope of Services.**

2.03 **Cost of Services.** SBBC shall pay for services rendered under this Agreement in accordance with the fee schedule outlined in **Attachment B – Cost of Services.** VENDOR shall submit to the Treasurer's Office, The School Board of Broward County, Florida, 600 SE 3rd Avenue, 2nd Floor, Fort Lauderdale, Florida 33301 an appropriate invoice to be paid to VENDOR upon receipt after the issuance of the same invoice.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 1, then;
- Third: RFP FY21-209 – Investment Advisory Services, then;
- Fourth: Proposal submitted in response to the RFP by VENDOR.

2.05 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours and upon reasonable notice, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Treasurer, Treasurer's Office
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

To VENDOR: Mr. Steven Alexander, Managing Director
Mr. Richard Pengelly, Managing Director
PFM Asset Management LLC
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Email: alexanders@pfmam.com
Email: pengellyr@pfmam.com

With a Copy to: Chief Administrative Officer

PFM Asset Management LLC
213 Market Street
Harrisburg, PA 17101
Email: molloyj@pfmam.com

2.07 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.08 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By VENDOR:** VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the —products, goods or services wrongfully furnished whether by negligence or willfulness by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Errors & Omissions and Fiduciary Liability.** VENDOR shall maintain Errors & Omissions and Fiduciary Liability insurance during the term of this Agreement, combined limit of not less than \$25,000,000 Annual Aggregate. If on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the term of the contract.

(c) **Cyber Liability and Network Security.** VENDOR shall maintain Cyber Liability and Network Security insurance during the term of this Agreement of a limit not less than \$10,000,000 Annual Aggregate. If on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the term of the contract.

(d) Crime/Financial Fidelity. VENDOR shall maintain Crime/Financial Fidelity insurance during the term of this Agreement of a limit not less than \$10,000,000, Employee Dishonesty, Third Party Fidelity Bond, and Inside/Outside Money and Security coverage for SBBC owned property in the care, custody and control of the VENDOR throughout the term of this Agreement. If on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the term of the contract.

(e) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(f) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(g) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(h) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(i) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured with the exception of Professional and Cyber Liability.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within five (5) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 Incorporation by Reference. Attachment A, Attachment B, Attachment C, Attachment D attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.16 Services of VENDOR. SBBC hereby engages VENDOR to serve as investment advisor under the terms of this Agreement with respect to the funds described in this Agreement and such other funds as SBBC may from time to time assign by written notice to VENDOR (collectively the "Managed Funds"), and VENDOR accepts such appointment. In connection therewith, VENDOR will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. VENDOR shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. VENDOR shall furnish SBBC with statistical information and reports with respect to investments of the Managed Funds. VENDOR shall place all orders for the purchase, sale, loan or exchange of portfolio securities for SBBC's account with brokers or dealers recommended by VENDOR and/or SBBC, and to that end VENDOR is authorized as agent of SBBC to give instructions to the custodian designated by SBBC (the "Custodian") as to deliveries of securities and payments of cash for the account of SBBC. In connection with the selection of such

brokers and dealers and the placing of such orders, VENDOR is directed to seek for SBBC the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to VENDOR by such brokers and dealers. The Custodian shall have custody of cash, assets and securities of SBBC. VENDOR shall not take possession of or act as custodian for the cash, securities or other assets of SBBC and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and the applicable covenants and as supplemented by such other written instructions as may from time to time be provided by SBBC to VENDOR. VENDOR shall be entitled to rely upon SBBC's written advice with respect to anticipated drawdowns of Managed Funds. VENDOR will observe the instructions of SBBC with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which VENDOR reasonably believes to be reputable, qualified and financially sound.

2.17 **Registered Advisor; Duty of Care.** VENDOR hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. VENDOR shall immediately notify SBBC if at any time during the term of this Agreement it is not so registered or if its registration is suspended. VENDOR agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which SBBC may have under any federal securities laws. SBBC hereby authorizes VENDOR to sign I.R.S. Form W-9 on behalf of SBBC and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

2.18 **VENDOR's Other Clients.** SBBC understands that VENDOR performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. SBBC agrees that VENDOR, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. VENDOR shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that VENDOR, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

2.19 **Disciplinary Actions.** VENDOR shall promptly give notice to SBBC if VENDOR shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission ("SEC") or any other agency or department of the United States, any registered securities exchange, FINRA, or any regulatory authority of any State based upon the performance of services as an investment advisor.

2.20 **Brochure and Brochure Supplement.** VENDOR warrants that it has delivered to SBBC prior to the execution of this Agreement VENDOR's current SEC Form ADV, Part 2A (brochure) **Attachment C** and Part 2B (brochure supplement) **Attachment D**. SBBC acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title

to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this

Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Laurie Rich Levinson
Laurie Rich Levinson, Chair

ATTEST:

Vickie L. Cartwright
Dr. Vickie L. Cartwright
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Eric Abend

Digitally signed by Eric Abend
Reason: PFM Asset
Management
Date: 2022.02.02 13:39:59
-05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

PFM ASSET MANAGEMENT LLC

By

Name:

Title:

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this January 31, 2022 (date) by Steven Alexander (name of officer or agent, title of officer or agent) of PFM Asset Management LLC (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☒ personally known to me (underline if applicable) or has produced _____ (type of identification) as identification and who ☐ did/☐ did not first take an oath this 31 day of January 31, 2022.

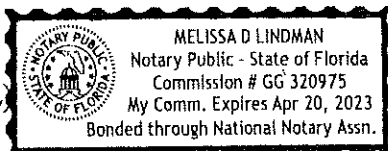
My Commission Expires:

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)



SCOPE OF SERVICES PROVIDED

1. VENDOR shall actively manage, on a total return basis, SBBC's separate investment portfolios pursuant to the specific, stated investment objectives and SBBC's investment policy.
2. VENDOR shall place orders for the purchase and sale of securities, communicate settlement information to SBBC staff, and assist in coordinating security settlement.
3. VENDOR shall have the necessary qualified professional staff to conduct an annual or periodic operational review on the treasury management functions of SBBC to ensure that SBBC complies with SBBC's Investment Policy, Internal Controls, and standard investment practices.
4. VENDOR shall serve as a general resource to SBBC staff for information, advice, and training regarding fixed-income securities, investments, and treasury operations.
5. VENDOR shall work with SBBC staff to develop a detailed, accurate cash flow analysis and projections to ensure that the investment strategy is consistent with SBBC's cash requirements. In addition, VENDOR shall work with capital budget and accounting staff and assist in the development of project expenditure schedules for the purpose of developing an investment plan for all capital funds, including bond proceeds.
6. VENDOR shall provide monthly statements to SBBC on investment activity, earnings, and the current value of the investment portfolio. These reports must include the information as required by Governmental Accounting Standards Board® (GASB) standards and pronouncements. The selected investment manager must maintain accurate reports of investments, including a monthly asset allocation report of the investments and compliance with applicable investment policies of SBBC and State of Florida statutes.
7. VENDOR shall provide quarterly investment reports, including a description of market conditions, investment strategies, employed performance, and suggested changes to investment strategy.
8. VENDOR shall meet with SBBC on a quarterly basis to report on the performance of the investment portfolio and assist SBBC with the development of both short and long-term investment strategies.
9. VENDOR's attendance at other meetings may also be required, as needed.
10. VENDOR shall conduct all aspects of the bond and structure products investment program in compliance with the arbitrage and rebate requirements of the U.S. Treasury, currently described in Section 148 of the Internal Revenue Code of 1986 as amended and of the related Code of Federal Regulations.

SCOPE OF SERVICES PROVIDED

11. On occasion, VENDOR may be assigned by an engagement letter setting forth the terms and conditions and cost of such services.
12. VENDOR shall adhere to the Code of Professional and Ethical Standards as described by CFA Institute, Association for Investment Management and Research (AIMR).
13. If this service is requested by SBBC in the future, VENDOR shall have the capability and experience to develop, design, and independently bid a wide array of complex financial investments (structure products) like advance refunding escrow accounts, repurchase agreements, forward rate agreements, flexible investment contracts, and other municipal derivatives. This service will be applied to SBBC's current bond proceeds, escrows, and future bond issues with the knowledge of public sector asset and liability management.
 - (a) These services would be provided under this RFP as an Amendment to Agreement with PFM Asset Management LLC or as a separate Agreement with PFM Swap Advisors LLC.

[THIS SPACE INTENTIONALLY LEFT BLANK]

COST OF SERVICES

The fees listed in this Agreement shall cover all of VENDOR's normal costs for these services, including travel and out-of-pocket expenses. VENDOR is proposing to lower SBBC's fees in recognition of current and the future near-term impacts of the COVID-19 pandemic. The fee schedule below represents a 26% reduction in annual costs for SBBC. VENDOR's fees do not include custodial fees, which would be negotiated between SBBC and the custodian. The fees listed below represent the only compensation VENDOR will receive for this engagement. Since fees are assessed based upon assets under management, there will be no hourly fees associated with this engagement. Fees will be based on the average daily net assets under management for the month and will be billed in arrears.

Separately Managed Account Fee Schedule, based on portfolio size. Assume a Portfolio Size of \$200 Million.

Asset Under Management	Fixed Annual Fee (%)
First \$25 Million	0.080%
Next \$25 Million	0.060%
Next \$50 Million	0.050%
Above \$100 Million	0.050%
For all Assets Under Management up to \$200 million	\$92,000
For all Assets Under Management over \$200 million	No Limit. Pay incremental basis points of .050%. Calculation is based on a daily average balance

Additional Services**Outsourced Chief Investment Officer (OCIO) Fee Schedule for the Other Post Employment Benefits (OPEB) Portfolio**

All of the discretionary OCIO investment advisory services for the OPEB fund described in this Agreement are included in the fee schedule outlined below, which includes administrative fees, investment advisory for a multi-employer or single-employer trust structure, travel and meetings, as well as policy development and implementation, asset allocation analysis, manager search, selection and monitoring, performance calculation and attribution and customized reporting exhibits. Underlying manager fees are netted from returns, not included in the fee schedule and are subject to change based on asset allocation and manager lineup.

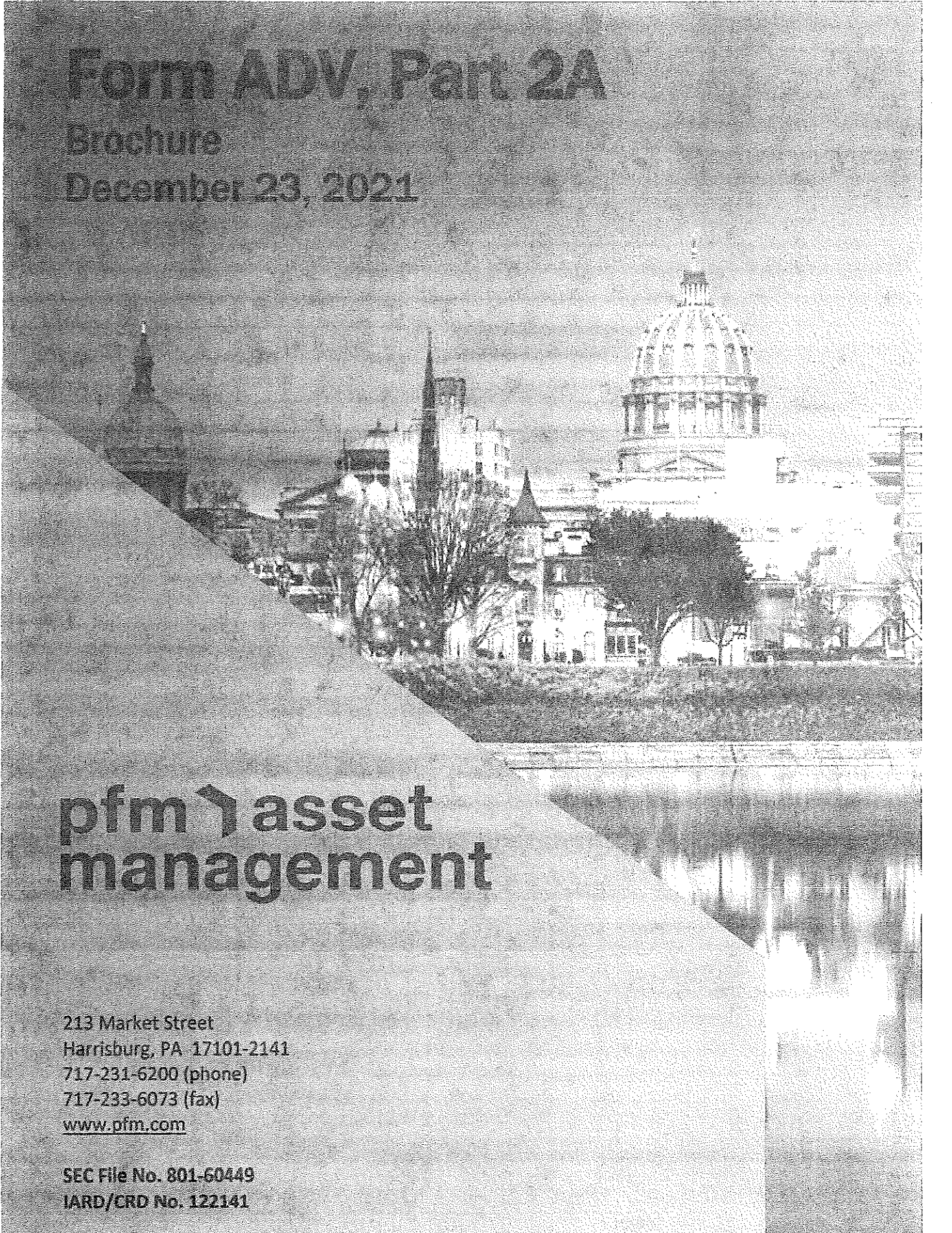
Assets Under Management	Management Fee in Basis Points ("bps")
First \$25 Million	30 bps (0.30%)
Next \$25 Million	15 bps (0.15%)

Assuming \$10 million in assets, the annual fee would total \$30,000 (or 30 basis points). SBBC would receive an invoice outlining the calculation of monthly fees. This represents the only compensation VENDOR will earn. Additional costs may include underlying mutual fund expense ratios deducted directly from returns, which currently range between 0.07% for an all passive implementation and 0.54% for a heavily active implementation, depending on the final asset allocation and active vs. passive product mix.

Form ADV, Part 2A

Brochure

December 23, 2021



**pfm \ asset
management**

213 Market Street
Harrisburg, PA 17101-2141
717-231-6200 (phone)
717-233-6073 (fax)
www.pfm.com

SEC File No. 801-60449
IARD/CRD No. 122141

Brochure

What you need to know

This brochure provides information about the qualifications and business practices of PFM Asset Management LLC. If you have any questions about the contents of this brochure, please contact us at pfmamrequest@pfmam.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about PFM Asset Management LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for PFM Asset Management LLC is 122141.

PFM Asset Management LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Notice of material changes

The following is a summary of material changes from our last Brochure dated March 30, 2021:

Effective December 7, 2021, PFM Asset Management LLC (PFMAM) became a wholly-owned subsidiary of U.S. Bancorp Asset Management, Inc. (USBAM). USBAM is a direct wholly-owned subsidiary of U.S. Bank National Association (U.S. Bank) and an indirect wholly-owned subsidiary of U.S. Bancorp. PFMAM continues to operate as a separate registered investment adviser.

Changes made throughout this Brochure are reflective of this new relationship and are focused primarily in the following areas:

- Item 4: Advisory Business
- Item 5: Fees and Compensation
- Item 10: Other Financial Industry Activities and Affiliations
- Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading
- Item 12: Brokerage Practices
- Item 14: Client Referrals and Other Compensation
- Item 15: Custody
- Item 17: Voting Client Securities

We may, at any time, make material changes to this Brochure and if we do, we will either send you a copy or offer to send you a copy (either by electronic means (email) or in hard copy form). If you would like another copy of this Brochure, please download it from the SEC website as indicated above or you may contact our Chief Compliance Officer, Leo Karwejna, at 717-231-6200 or at pfmamrequest@pfmam.com.

Table of Contents

Item 4: Advisory Business	4
Item 5: Fees and Compensation	7
Item 6: Performance-Based Fees and Side-by-Side Management.....	10
Item 7: Types of Clients.....	10
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	10
Item 9: Disciplinary Information	17
Item 10: Other Financial Industry Activities and Affiliations	17
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	19
Item 12: Brokerage Practices	20
Item 13: Review of Accounts	21
Item 14: Client Referrals and Other Compensation	22
Item 15: Custody.....	22
Item 16: Investment Discretion	23
Item 17: Voting Client Securities	23
Item 18: Financial Information	25

Item 4: Advisory Business

Effective December 7, 2021, PFMAM became a wholly-owned subsidiary of USBAM. USBAM is a direct wholly-owned subsidiary of U.S. Bank and an indirect wholly-owned subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM continues to operate as a separate registered investment adviser.

PFMAM is a Delaware limited liability company.

As of December 31, 2020, the amount of client assets we managed on a discretionary basis was \$120,618,630,588 and the amount we managed on a nondiscretionary basis was \$550,367,371. In addition, as of December 31, 2020, we provided investment consulting services with respect to assets in the amount of \$42,869,033,881.

We offer the following types of investment advice:

Discretionary Advice

We offer discretionary advisory services for government, nonprofit and other institutional investors who invest in fixed-income and multi-asset class strategies. When a client gives us investment discretion, we have the authority to determine, without obtaining specific approval, (1) overall asset allocation, (2) the specific securities to be bought and sold, (3) the amount of securities to be bought and sold and (4) the broker or dealer through which the securities are bought or sold. For some accounts we may also have discretion to select the manager or sub-adviser to be utilized to manage some, or all, of the portfolio assets. These decisions are subject to limitations of law and restrictions in the contract with our client and limitations in our client's written investment policies. For discretionary advisory engagements, we assume day-to-day management responsibility for the assets covered by the investment advisory agreement. Examples of the securities we may recommend include U.S. Treasury securities, Federal Agency securities, high-grade corporate obligations, mortgage and asset backed securities, municipal securities, institutional mutual funds (including exchange traded funds) and money market instruments. We arrange for the purchase and sale of these securities to meet the investment objectives and cash flow requirements of each client.

We manage many fixed-income portfolios on a total return basis. We also implement liability-driven strategies that seek to generate cash flows from a portfolio of fixed-income securities to match specific liabilities such as bond-funded defeasance accounts, construction accounts and insurance liabilities.

We also provide services to the PFM Multi-Manager Series Trust (MMST or the Trust), a registered open-end investment company, utilizing a manager-of-managers structure. The Trust offers several funds (MMST Funds), with each MMST Fund having specific investment objectives, policies, and restrictions. We are responsible for, among other overall management services, determining investment strategies, selecting and monitoring unaffiliated investment sub-advisers for each MMST Fund and for allocating and reallocating assets among the sub-advisers consistent with each MMST Fund's investment objective and strategies. We can also purchase securities directly for the MMST Funds.

For some of our clients, including trusts, pension plans, endowments, foundations, other post-employment benefits (OPEB) plans or other similar asset pools, we serve as a discretionary manager to invest a client's assets in multiple types of investments. Generally, these accounts include a variety of asset classes, which may include domestic equity, international equity, fixed income and alternative asset classes, including shares of MMST Funds.

We provide discretionary multi-asset class investment services for multi-asset class mandates (sometimes known as outsourced CIO, implemented consulting and a variety of other generic terms). We work with the client to determine a target asset allocation based on a variety of risk and return characteristics. We then implement the asset allocation, either by buying shares of mutual funds (including exchange-traded funds [ETF's] and shares of the MMST Funds) and/or pooled funds or other investment vehicles (collectively, Funds), or by selecting separate investment managers (sub-advisers) who will manage separate accounts of specific asset classes and/or strategies. Under this approach, we have discretion to make the initial selection of the funds or investment sub-advisers. We also provide ongoing periodic monitoring by evaluating the Fund's or the investment sub-adviser's portfolio management philosophy, policies, processes, controls, personnel and investment performance. Clients who hire us give us authority to change, drop or add funds or investment sub-advisers. The client generally gives the investment sub-advisers both investment and brokerage discretion in managing its portion of the portfolio. We prepare for these clients periodic reports on the investment performance of the various funds, investment sub-advisers and the portfolio as a whole.

We also offer clients the option to integrate ESG (Environmental, Social and Governance) factors into the investment approach employed for their separately managed fixed-income or multi-asset class strategies. Through this approach, our clients define objective ESG investment parameters that would be applied to select permitted issuers for their separately managed fixed-income portfolio and permitted funds, strategies and/or managers for their multi-asset class strategies. In addition, our multi-asset class ESG strategy provides clients with the option to implement ESG into a dedicated sleeve of the portfolio or in funds or managers that incorporate ESG themes or considerations.

We utilize third-party ESG data and analytics to evaluate issuer level and equity fund level ESG risks. For multi-asset class strategies, eligible domestic equity funds are required to meet certain screening criteria on a best-efforts basis. We monitor those funds' ESG risk scores to help ensure they continue to exhibit the appropriate ESG risk characteristics.

Services to Registered Investment Companies and Local Government Investment Pools

PFMAM currently provides investment advisory and/or administrative services to 18 pooled investment programs (generally known as local government investment pools) across 15 states and one registered investment company whose series or classes are registered in multiple states. We generally, but not always, provide administration services and an affiliate generally provides distribution services as described in this document. Where PFMAM is the investment adviser to a pooled investment vehicle, investment objectives, guidelines and any investment restrictions are described in the relevant offering documents for the vehicle.

Nondiscretionary Advice

We also may provide advice on a nondiscretionary basis where we offer clients investment recommendations, subject to their specific approval and further execution instructions. In this case our client makes trades directly or specifically approves our purchase or sale of specific securities, which may include non-negotiable certificates of deposit.

Consulting Services

We also provide nondiscretionary investment consulting services to:

- governmental entities,
- public, Taft-Hartley and corporate pension funds,
- hospital endowments and foundations,
- trusts,
- OPEB plans, and
- other similar institutional investors.

As a consultant we may provide advice to the client in developing or revising its investment policy, evaluating investment options, establishing and implementing a target asset allocation, determining performance benchmarks, and selecting money managers, pooled trusts or mutual funds to carry out the client's investment strategy. Subject to the client's specific approval, we may also purchase or sell pooled trusts or mutual funds, hire or drop managers, or reallocate assets between managers or funds.

We typically begin these services by assessing the client's investment objectives, time horizon and risk tolerance. As part of our consulting service, we provide reporting that may include an inventory of holdings, portfolio analytics, credit analysis and investment performance, and whether the client's portfolio complies with its investment policy.

Our consulting services to OPEB plans and pension plans may involve financial reporting, analyzing cash flow implications of different funding strategies, and other matters relating to the OPEB benefits or pension benefits and funding arrangements. Often, we perform these services by working with our client's other professional advisors, such as the client's auditor or actuary.

Structured Products

We also provide analytical services for structuring and procuring portfolios in connection with the current issuance or advance refunding of municipal bonds and the investment of bond proceeds. For these engagements we arrange for purchases of specific securities that are generally government obligations or structured investments such as forward delivery agreements or guaranteed investment contracts by obtaining bids on a competitive basis or by negotiating on behalf of our client.

Services for Corporations, Insurers, Banks and Other Similar Financial Institutions

We also provide discretionary and nondiscretionary advice tailored for corporations, insurers, banks and other similar financial institutions which invest in fixed-income securities. These services are tailored to the particular investment needs, restrictions and requirements which apply to these types of clients.

These services may be subject to limitations of certain industry or regulatory requirements, and any other restrictions in the contract with our client and our client's written investment policies. Examples of the securities we may recommend include U.S. Treasury securities, Federal Agency securities, high-grade corporate obligations, mortgage and asset backed securities, institutional bond mutual funds, municipal securities and money market instruments. We arrange for or recommend the purchase and sale of these securities to meet the investment objective, strategies, and risk preferences of each client.

Stable Value Management

We also offer stable value investment strategies for employee benefit plans that typically include fixed-income investments and benefit-responsive wrap contracts or "wrappers" offered by insurance companies and banks with an overall objective of seeking capital preservation and current income. Stable value strategies are generally offered to defined contribution retirement plan participants either as a separately managed account which we presently offer or via a sponsor's commingled fund.

These structures may utilize any or all of the following types of investments, which we refer to as "stable value contracts":

- **Guaranteed Investment Contracts (GIC):** A stable value investment contract issued by an insurance company that pays a specified rate of return for a specified period and is backed by the financial strength of the issuing entity. The GIC is supported by securities which are typically held on the issuing insurer's balance sheet in either a general or separate account.

- **Synthetic GIC:** A stable value investment contract issued by an insurance company or a bank that simulates the performance of a GIC through the use of financial instruments. The underlying assets associated with a synthetic GIC are held in trust for the benefit of the investing plan's participants. Those assets typically include high-quality fixed-income securities which are actively managed. To enable the policyholder to realize a specific known value for the assets if there is a need to liquidate them, synthetic GICs utilize a benefit-responsive wrap contract that is designed to provide market, credit and cash flow risk protection to the policyholder.
- **Separate account GIC:** A stable value investment contract issued by an insurance company. The underlying assets which we may sub-advise are owned by the issuing insurance company but held in a separate account for the benefit of a participating plan or plans.

Synthetic GICs and separate account GICs typically require that the account be managed within specified investment guidelines as a part of the underwriting and contract process of the issuer of the contract. These additional guidelines serve to limit the scope or types of investments otherwise included within a client portfolio.

As part of a stable value strategy for the assets we manage, we will make allocations to various underlying internally managed PFAM and externally managed third-party fixed income investment accounts, monitor and maintain portfolio duration, and coordinate the resources of various investment, legal and compliance professionals and third-party managers. An ongoing review of portfolio structure, cash flow history, guidelines and objectives for each client will occur. We may provide a full range of services such as advising on overall structure or third-party manager asset allocation.

Acquiring stable value contracts is an important aspect of stable value management. Where requested, we will identify and select, or assist in the selection of, the financial organizations issuing stable value contracts and negotiate contracts on behalf of clients.

General Approach to Advisory Services

We tailor our advisory services taking into account the following factors:

- the services that the client has requested,
- the client's investment objective,
- the client's investment policy,
- the client's time horizon, and
- the client's risk tolerance.

A client may impose additional restrictions, including restrictions on the types, quality or maturity of securities in which we can invest. We adhere to any investment restrictions provided by the client.

Item 5: Fees and Compensation

The fees we charge our advisory clients vary depending upon several factors including the types of investments permitted, the personnel providing the advisory services, the particular strategy, the size of portfolio being managed, the relationship with the client, and service requirements associated with the account.

Fees may also differ based on account type (e.g., a commingled, pooled account or a separate individual portfolio account).

Fees for Discretionary Advice – Separate Accounts

We generally receive compensation calculated as a percentage of assets we manage. We receive this compensation after a service is provided, and we bill in arrears on a monthly or quarterly basis. As a general

guideline, we charge the following fees for investment advisory services for fixed-income separate account management and stable value strategy management:

Fixed-Income Assets Under Management	Annual Rate
First \$25,000,000	0.25%
In excess of \$25,000,000	0.15%

Stable Value Assets Under Management	Annual Rate
First \$50,000,000	0.30%
Next \$50,000,000	0.25%
Next \$150,000,000	0.15%
Next \$250,000,000	0.10%
In excess of \$500,000,000	0.075%

Generally, the fees we charge for these types of engagements are calculated based on the value of the assets as determined by us using the agreed-upon measure in the contract with our client.

As a general guideline for the multi-asset class discretionary management, we charge the following fees for investment advisory services:

Assets Under Management	Annual Rate
First \$10,000,000	0.45%
Next \$10,000,000	0.35%
Next \$30,000,000	0.25%
Next \$50,000,000	0.20%
In excess of \$100,000,000	0.15%

Generally, the fees we charge for these types of engagements are calculated based on the agreed-upon measure in the contract with our client, typically market value of assets or amortized value plus accrued interest, as determined by the custodian.

Registered Investment Companies and Pools

The fees we charge for the investment services we provide to the registered investment company and local government investment pools vary by program. The fee schedule may include various breakpoints depending on asset levels and may include fee caps or waivers which can be triggered by the overall expense ratio of the pool. We may also receive compensation for providing marketing and administrative services to the registered investment company or local government investment pools.

We generally provide these administrative and marketing services as an integral part of our investment advisory services, and the fees we receive for these services may be included as a component of the investment advisory fees we charge.

Nondiscretionary Advice

We generally charge fixed fees for these services, depending upon the services that the client requests, and the complexity of the services.

We also offer nondiscretionary advice on certificate of deposit investment programs, which are designed to provide clients with a fixed rate to a fixed maturity date. Fees typically range up to 0.25% per annum of the cost of the investment purchased by our clients. Under the certificate of deposit programs, we provide clients with the option to set aside moneys in client accounts to pay our fee after we have performed the service.

Consulting Services

For investment consulting services we generally charge clients either a fixed fee or a fee that is based on a percentage of assets. The fixed fee is based on the size of the portfolio, complexity, and scope of services which we perform. As a general guideline, we charge asset-based fees in a range from 0.05% to 0.30% annually, based on the characteristics listed above. From time to time, we charge hourly fees for these types of services.

Structured Products

In these engagements, we usually charge a fixed fee. We and our clients agree upon a fee at the outset of each of these engagements and the fee is a function of the size and complexity of the engagement. The client may pay the fee or may instruct the investment contract counterparty or underwriter in writing to pay our fee on the client's behalf. As a general guideline, the typical fee for investment of municipal bond proceeds in a structured investment, or in a refunding bond escrow structuring and procurement engagement, is less than or equal to 0.20% of the cost of the portfolio or the sum of the total deposits under the agreement. In limited circumstances, the fee percentage will be higher, often because the portfolio is small.

Other Important Information About Our Compensation

Because we tailor our services to the individual needs of a client, we may offer clients more than one of the services described above. In addition, we may also provide services not mentioned above, such as assisting our clients with a one-time purchase or sale of securities. The fees we charge are negotiable and vary depending upon the particular services we perform and the complexity and extent of the work we provide.

We may charge a minimum fee for small accounts, as explained in Item 5, subsection 1 above. Other than these minimum fee requirements, there are no other requirements for maintaining the account.

Fees are negotiable so one client may pay a higher fee than another client with similar investment objectives or goals.

For some accounts, we may charge a minimum fee and for some we may apply a fee cap.

All fees are payable to us only after we perform the services. We do not require our clients to pay our fees in advance. Under the majority of our investment advisory engagements clients authorize us to deduct fees from their investment accounts after they are notified. Under some engagements, the client pays our fees from other sources. The method of payment of our fees is subject to negotiation, and clients have the ability to choose the method of payment, depending on the type of service. For most of our accounts, we bill monthly in arrears. Under some client contracts we bill the client quarterly. For some services, we bill the client on a one-time basis only when we complete the service.

We have an affiliate, PFM Fund Distributors, Inc., that is a broker-dealer under the Securities Exchange Act of 1934. PFM Fund Distributors, Inc. typically serves as exclusive distributor of shares of the registered investment company and local government investment pools (Pooled Funds) for which we serve as investment adviser and/or administrator and we receive fees from this arrangement, as more fully described in Item 10 below.

No supervised person of our affiliated broker-dealer is compensated for the sale of securities.

PFMAM employees are paid a base salary plus a year-end bonus. The annual bonus is dependent upon the profitability of the firm, each group's contribution to the overall profitability of the firm, and each individual's contribution to the group's success. The firm's compensation plan is intended to recognize and reward excellent performance on the part of individuals; however, no PFMAM employee is compensated on a commission-related basis.

Item 6: Performance-Based Fees and Side-by-Side Management

In rare instances we enter into advisory agreements under which the client pays us a fee, part of which is performance based. For example, we may enter into agreements where the client pays us all or part of our fee to the extent that the performance of the portfolio, we manage exceeds a predetermined benchmark, measured over a designated period of time. We may manage both accounts that are charged a performance-based fee and accounts which are charged other fees, typically a percentage of the value of assets managed. To address any concern that we may have an incentive to favor certain investment opportunities for a performance-based account we follow written procedures designed to allocate trades on an equitable basis considering the investment objectives of the account and without regard to whether an account has a performance-based fee. Accounts with the same objectives and permitted investments should receive a fair allocation over time of similar securities purchased.

Item 7: Types of Clients

PFMAM provides investment advisory services to institutional investors, including state and local governments and their agencies, local government investment pools, non-profit organizations, pension and OPEB funds, banks and corporations. For information concerning minimum fee requirements, please see Item 5 above.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

Fixed-Income Portfolios – Analysis and Strategy

Investment strategies are developed by the Fixed-Income Investment Committee which considers the macroeconomic and interest rate conditions described below. The strategies provide guidance for portfolio managers with regard to appropriate duration and sector allocation for individual portfolios. We may use a variety of analyses as well as internal (including affiliates) and external data sources and market research. External sources include various news and information sources, books, government bulletins, databases, research prepared by others and publications from rating agencies, unaffiliated broker-dealers and third-party information providers. We also collect information from clients to determine their liquidity requirements, risk tolerances and any other policies or procedures that guide the investment of the client's assets.

For clients whose objectives are measured by total return or income our investment approach emphasizes the use of active management strategies that seek to add value. For liability-driven investment portfolios, such as those funded with bond proceeds and used to pay project costs, we identify securities whose cash flows are expected to meet a draw schedule and we may modify the portfolio as the draw schedule changes or as investment opportunities present themselves, although in the latter case the draw schedule is considered first when making modifications.

Our Fixed-Income Active Management Process

The following describes the principles of our fixed-income investment strategy:

- Disciplined decision-making process,

- Duration positioning to manage risk: generally manage durations so they are close to relevant benchmarks, usually no more than +/- 25% of a designated benchmark, and
- Seek relative value through spread analysis, yield curve positioning, sector weightings and duration management.

We use top-down analysis to assess macroeconomic conditions including interest rates, the shape of the yield curve, Federal Reserve monetary policy, and current and historical yield spreads between sectors. Top-down analysis is a key element of our duration and sector allocation decision-making process.

We believe identifying macro-level trends in these areas is important for adding value, controlling risk, and lowering volatility.

We use a bottom-up approach to security selection that seeks to identify those industries and issuers with fundamental characteristics and financial strength that enhances their potential to perform well. We seek to combine fundamentally sound investments into a portfolio that optimizes return potential in consideration of investment guidelines or restrictions.

Lastly, we incorporate low-risk active management techniques designed to augment our relative value approach. We believe active management can capture market inefficiencies that create opportunities for return enhancement. While we expect that every security we buy will be suitable to hold to maturity, we frequently identify opportunities to swap one investment for another to increase earnings, adjust portfolio duration, improve liquidity, or restructure a portfolio to better meet future needs.

Many of the accounts we manage are short and intermediate-term fixed-income assets of governmental entities, so we have tailored our research capabilities and resources to this area of the market. Our portfolio managers and analytical team have access to three major on-line market trading systems: Bloomberg, MarketAxess, and TradeWeb. These systems provide active market quotes, including real-time securities pricing. We also have access to news from Bloomberg News, Dow Jones/Wall Street Journal, CNBC, and other public or specialized news services. In addition, we communicate daily with approximately 30 major government securities dealers and receive market information from them that assists us in identifying specific market opportunities. We supplement these external systems and data sources with proprietary trading tools which we have developed.

After selecting investments to meet cash flow requirements and other objectives, we may position a portfolio's duration to take advantage of expected interest rate movements: positioning with a shorter bias when we expect rates to rise and longer when we expect rates to fall. We establish a duration (or average maturity) target for the portfolio based on our macro view of the economy and the financial markets, the type of funds, cash-flow analysis and benchmark chosen by a client. We seek to add value by re-balancing the portfolio to take advantage of market opportunities and in anticipation of interest rate movements. Duration targets for our strategies are established by our Fixed-Income Investment Committee and may be provided to our clients as a management and oversight tool.

While maintaining the target duration range for a portfolio, we add value through asset allocation strategies which involve sector selection (security type), yield curve placement (maturity), yield spread analysis and issue selection. Our overall view of the financial markets provides the context for selecting maturities which we believe represent the best relative value along the yield curve and the highest potential for enhanced return, for example by "rolling down the curve" and for selecting specific securities within a sector. We perform proprietary analysis on the yield curve to identify "cheap" areas of the curve, and to evaluate a variety of portfolio structures. Using the results of this analysis, our portfolios may be over- or under-weighted in certain maturity ranges.

We think there is a significant opportunity to enhance earnings with a strategy that focuses on the selection of securities based on relative value. Sectors are selected which represent the best relative value based on our sector outlook and historical sector spreads. Investments other than Treasuries are purchased when spreads are wide and

avoided or sold when spreads are narrow. Our portfolio managers and traders are assigned to specific market sectors in order to monitor products and opportunities and these responsibilities run across all portfolios. Individual issues are selected based on our assessment of issuer financial quality and rating trends, interest rate spread, credit trends, issue structure and liquidity. Portfolios are generally diversified by security type and maturity to avoid a significant investment in a single issuer and to accommodate varying cash flow needs to provide periodic liquidity.

We furnish monthly account summaries to each fixed-income portfolio client with assets under continuous management. The summaries include details of all transactions and holdings at the end of the period. We also provide account summaries on a daily basis via our internet portal. We may also provide an investment advice memorandum upon advising and/or completing an order for a buy or sell of securities.

Fixed-Income Portfolios – Risk

Our fixed-income strategies, like all investment strategies, involve certain risks. For portfolios whose investments are limited to obligations of the U.S. government we believe the risk of default is minimal; for those invested in obligations of Federal agencies, we believe the risk is nearly as low as it is for direct obligations of the U.S. government. Portfolios whose investments include corporate and municipal obligations are subject to the risk that an issuer will fail to pay principal or interest on a timely basis, while those containing mortgage-backed securities are subject to the risk of uncertain timing of principal payments. In order to manage risks, we seek to diversify portfolio holdings and we limit our investments in corporate and municipal obligations and in mortgage-backed securities to those that are investment grade.

Portfolios are also subject to interest rate risk. This is because the market value of securities changes as interest rates change, with a rise in rates reducing market values and a decline in rates increasing market values. Changes in interest rates affect longer maturity securities more than they affect shorter maturity securities, other things being equal. We manage this risk by managing these portfolios within duration ranges consistent with portfolio objectives. Nonetheless, investors should expect to experience market value and total return volatility which can include unrealized losses in excess of periodic income. Although the investment strategies we employ do not involve significant or unusual risk beyond that of the general investment grade fixed-income markets, investors should recognize that investing in securities involves a risk of loss that the investor should be prepared to bear. Past performance is not a guarantee of future returns.

The risk of our top-down strategy is that our macro view of the economy and financial markets is wrong and we position a portfolio's duration or sector allocation in a manner that is not optimal. We seek to manage this risk by limiting variations from duration or maturity concentrations from those of client benchmarks and by diversifying holdings among security types. For liability-driven investment portfolios, we seek to minimize market risk by approximately matching portfolio cash flows with expected liabilities.

The risk of our bottom-up strategy is that securities that we include in a portfolio because they are perceived to have relative value may later lose value when compared with the general fixed-income market. We seek to manage this risk by careful and systematic analysis of relative values, by performing credit analysis on issuers of securities we recommend and by diversifying holdings.

Frequent trading of securities can create higher overall transaction costs that will reduce portfolio income. We manage portfolios actively and we seek to minimize trading costs by recommending liquid issues that are actively traded in the markets and by utilizing competitive bidding wherever feasible.

Certain portfolios may invest in ETFs. An ETF is an individual security that trades on an exchange and represents a basket of securities or other assets that is designed to track the performance of specified indices, sectors or asset classes. ETFs are subject to various risks, including the ability of the ETF's managers to meet the investment objective, and to manage appropriately the ETF's portfolio when the underlying securities are redeemed or sold, particularly during periods of market turmoil and as investors' perceptions regarding ETFs or their underlying investments change. There is also no guarantee that an ETF will achieve a high degree of correlation to its targeted index and therefore achieve its investment objective.

Stable value strategies are subject to many of the risks described above as well as those risks related to stable value contracts, which are designed to permit plan participant withdrawals for permitted purposes in accordance with the plan, to occur at book value on the terms set forth in each contract.

The obligations of providers of stable value contracts are those of the providers, not us. There is no guarantee that stable value contracts will continue to be valued at their contract value rather than market or fair value or that providers under stable value contracts will fulfill their obligations. If the assets under a stable value contract were revalued at their market values, for purposes of redeeming investments by participants in a retirement plan, this could cause a significant loss in value to the investor. In addition, certain stable value contracts typically provide for an adjustment to contract value if a security that is part of the covered assets defaults or otherwise has its credit risk deteriorate or becomes "impaired" as defined in the contract.

The market for stable value contracts is limited. There can be no assurance that sufficient stable value contracts will be available in the future to replace or supplement existing contracts or, even if available, will be available on favorable financial terms. Certain stable value providers offer bundled arrangements, under which the provider has both the contract value obligation and the provider (or an affiliate) manages the underlying portfolio.

Multi-Asset Class Asset Management – Analysis and Strategy

The Multi-Asset Class Investment Committee: 1) oversees multi-asset class portfolio strategies by establishing asset allocation targets and approving investment sub-advisers (investment manager)/funds for all discretionary multi-asset class accounts; 2) provides investment and portfolio risk oversight for investment decisions; and 3) determines Capital Market Assumptions that are utilized to develop our multi-asset class portfolio strategies. Capital Market Assumptions are generally determined annually for intermediate- and long-term time periods and include expected returns and volatility measures for a wide range of asset classes. Intermediate-term (five years) assumptions are derived from our assessment of current economic conditions, including corporate profits, balance sheets, and current valuations for various asset classes. Long-term assumptions (thirty years) are derived using an economic building block approach that projects economic and corporate profit growth; and that takes into consideration the fundamental factors driving long-term real economic growth, and our expectation for inflation, productivity and labor force growth. We may use a variety of analyses as well as internal (including affiliates) and external data sources and market research.

We use a consistent approach to multi-asset class accounts that involves:

- **Portfolio planning** – we use a survey to facilitate a discussion with clients on all the asset classes to help decide which should be permitted in the final overall allocation. The survey also provides information about goals, objectives, cash flow projections, risk tolerance, ability to withstand losses, as well as the view of the economy and the markets. The survey is revisited periodically throughout the life of the engagement as client circumstances change.
- **Determining asset allocation structure** – we believe that the asset allocation decision is the most important factor in determining the expected investment return of a portfolio. The use of the portfolio planning survey and Capital Market Assumptions allow us to determine an asset allocation plan for the client. We use a modeling program from Ibbotson Associates (now owned by Morningstar, Inc.), along with a proprietary modeling program which allow us to conduct a detailed asset/liability modeling study. Each model uses the latest historical data on asset class investment returns, volatility, and correlation with other asset classes. Our goal is to determine an "optimal" portfolio. We do this by running a series of tests on each model to determine the probability of achieving the desired investment objective under different market scenarios. Existing funding requirements may override the more subjective "tolerance for loss." This process helps inform our clients of the range of outcome possibilities associated with each asset allocation plan, and to identify a plan that best meets the expectations set forth in the portfolio planning survey.
- **Investment manager selection** – our research team monitors the investment products included in our client portfolios. The research team corresponds with investment managers on a regular basis and meets with them routinely to maintain an understanding of each manager's investment process and strategy. As part of ongoing manager due diligence, research analysts run a series of risk/return

statistics, peer universe analysis, portfolio attribution and style analysis on all investment strategies employed in our clients' portfolios to help ensure they continue to be an appropriate component of the overall portfolio.

- **Rebalancing** - we evaluate a client's portfolio regularly to determine the need for rebalancing based on factors including current allocation targets, perceived assessment of relative value, and changes in Capital Market Assumptions. For multi-asset class portfolios where we have discretion, we establish target levels for each asset class in the planning stages along with a minimum /maximum range and may update these as our Capital Markets Assumptions and market conditions change. These parameters are recommended for inclusion in the client's investment policy statement.
- **Ongoing Monitoring** - we monitor a client's asset allocation, as well as the portfolio's money managers/mutual funds on an ongoing basis through detailed analysis and our proprietary manager ranking system. For our discretionary accounts, we may place a manager or fund on the watch list as a result of lagging performance, poor risk metrics and/or qualitative issues, among other things. Removal from the watch list is typically based on several quarters of improved performance against peers and an appropriate benchmark or remediation of other issues. If problems endure, probation is a subsequent step in the process of reviewing managers. Ultimately, if the problem persists, our Multi-Asset Class Investment Committee approves a termination recommendation.
- **Reporting** - we report investment performance for multi-asset class accounts on at least a quarterly basis. Each client receives a report containing its own performance measures allowing the client to review its plan and its investment managers' performance compared to the established benchmark, while monitoring cash flows and other financial indicators. There is also a review of the economy, financial markets and our investment strategy. Quarterly conference calls/meetings are held with clients to review performance reports.

The strategies are implemented in multi-asset class accounts by investing in mutual funds or ETFs advised by advisers that are not affiliated with us. In MMST the strategies are implemented either by allocating assets to investment managers or by investing in mutual funds or ETFs advised by advisers that are not affiliated with us. Shares of MMST Funds may make up a portion or all of the assets of a client's multi-asset class account.

Multi-Asset Class Asset Management – Risk

Investing in multi-asset class strategies involves a risk of loss that an investor should be prepared to bear. The investment strategies we employ do not involve significant or unusual risk beyond that of the general markets for international and domestic equities, fixed income, publicly traded real estate, and other investments we recommend. In order to manage the risks inherent in these markets we seek to diversify portfolios by blending equity, fixed income, and cash-based securities, in a manner that is designed to meet the client's risk tolerance, with the objective of reducing the risk of long-term losses. There is no assurance that the clients objectives will be met. Past performance is not a guarantee of future returns.

Investing in cash, fixed income, and equity funds through separate account managers, mutual funds or ETFs involves risk. Each asset class has its own idiosyncratic risk and return characteristics. In modeling portfolios for our clients, we assess the individual characteristics of asset classes from a historic and forward-looking point of view, to optimize the best blend given the client's investment objectives and tolerance for risk. There is risk that our macro view of the economy and assumptions about asset class characteristics is wrong and we position a portfolio's asset allocation in a manner that is not optimal.

An ETF is an individual security that trades on an exchange and represents a basket of securities or other assets that is designed to track the performance of targeted indices, sectors or asset classes. ETFs are subject to various risks, including the ability of the ETF's managers to meet the investment objective, and to manage appropriately the ETF's portfolio when the underlying securities are redeemed or sold, particularly during periods of market turmoil and as investors' perceptions regarding ETFs or their underlying investments change. There is also no guarantee that an ETF will achieve a high degree of correlation to its targeted index and therefore achieve its investment objective.

Use of Co- and Sub-Advisers for Certain Strategy Implementations

When third-party managers are engaged to carry out our fixed-income strategy or multi-asset class strategy, they are chosen based upon their skill in specific investment styles or sectors and there is risk involved. We employ a due diligence process to review the capabilities of any proposed third-party manager and monitor third-parties on an ongoing basis. Specifically, we examine their experience, background, expertise, investment philosophies, applicable operational capabilities, and past performance to assess how the manager has invested over a period of time and in different economic conditions. We monitor managers, with such monitoring typically including evaluating the underlying holdings, strategies, concentrations, terms and performing reference checks as part of our initial and/or periodic risk assessment. A risk of investing with a third-party manager who has been successful in the past is that the third-party manager will not be able to replicate that success in the future. In addition, because we do not control the underlying investments in a third-party manager's portfolio, there is also a risk that a manager will deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment. Where multiple third-party managers are employed to manage a single account there is risk that the managers will have offsetting strategies or overlapping investment holdings. We do not control a third-party manager's daily business, regulatory compliance or operations, and seek to mitigate the investment, business, regulatory and reputational risks by undertaking due diligence and ongoing monitoring of the managers including monitoring of their adherence to the investment policy and guidelines they are employed to implement.

ESG Investing – Analysis and Strategy

A growing number of investors are integrating environmental, social, and governance factors (ESG) into the investment decision making process. As such, we have developed an investment approach to help our clients implement ESG into their investment process and to manage ESG compliance on an ongoing basis. Our fixed-income ESG strategy provides our clients with the tools and methodology to develop and implement a customized ESG strategy based on their defined ESG criteria. We employ third-parties such as Sustainalytics who provide ESG data and ratings of companies that issue securities that we may recommend. We may also use third-party sub-advisers to manage funds with specific ESG or impact investing goals, such as geographically-targeted mortgage-backed securities or municipals.

We offer the potential for further customization through a range of screening tools, which can allow our clients to exclude specific issuers, industries, and funds based on certain defined criteria. Once objective ESG criteria are defined, we work with the client to evaluate investment strategies based on ESG investment parameters. Investment parameters are applied using an ESG risk rating system and other evaluation tools. The risk rating system is designed to objectively quantify an issuer's or fund's ESG risk from both an industry/sub-industry and issuer/fund-specific standpoint. Much like traditional credit ratings, the risk rating system provides a basis to evaluate issuers on a consistent basis and facilitates comparisons across industries and issuers.

Our multi-asset class ESG investment strategy enables our clients to select approved funds that meet certain ESG risk rating threshold as determined by third party providers. In addition, our multi-asset class ESG strategy provides clients with the option to implement ESG into a dedicated sleeve of the portfolio or into a customized ESG product that addresses a specific theme.

The following provides some additional detail related to our ESG strategies:

- ESG integration strategies include systematic and explicit consideration of ESG factors in the investment decision-making process.
- Values -based strategies, including screening for or avoiding certain companies or industries as specified by the client.
- Best in class strategies include making investments in companies based on positive ESG performance relative to industry peers.

- Theme-based strategies, including making investments based on specific environmental or social themes or assets related to sustainability.
- Hybrid strategy, including a combination of two or more of the above approaches.

We work through this process with our clients to help them develop and implement ESG investment strategies that are customized to their sustainable investment objectives. This dynamic approach also provides our clients with the flexibility to modify their ESG strategy as their sustainable investment objectives evolve.

ESG Risk

ESG strategies could cause an account to perform differently compared to accounts that do not utilize ESG investment strategies. The criteria related to certain ESG strategies may result in an account forgoing opportunities to buy certain securities when it might otherwise be advantageous to do so or selling securities for ESG reasons when it might be otherwise disadvantageous for it to do so.

In addition, there is a risk that the companies identified by an ESG strategy do not operate as expected when addressing ESG issues. A company's or fund's ESG performance or performance of the strategy could vary over time, which could cause a portfolio to be temporarily invested in companies that do not comply with the client's objectives in considering ESG characteristics. There can be significant differences in interpretations of what it means for a company to have positive ESG characteristics and strategy investment decisions may differ depending on these interpretations. In making investment decisions, we rely on information and data that could be incomplete or erroneous, which could cause us to incorrectly assess a company's ESG characteristics.

Consulting Engagements – Analysis Strategy and Risk

For multi-asset class consulting engagements where we do not have discretion, the methods and analysis generally are similar to those for discretionary accounts as described above. However, determining asset allocation, setting an appropriate asset mix and manager selection are the responsibilities of the client, and not us. We generally make recommendations and report the results at quarterly client meetings and follow client direction with regard to selecting managers and re-balancing accounts. As directed by the client, managers may include those that are not approved for our discretionary accounts. In cases where a client directs assets to a manager that is not approved, the level of ongoing diligence we perform may be limited and clients acknowledge this in writing. Risk for these accounts is similar to risk for discretionary multi-asset class accounts.

Regulatory Risk

Changes to monetary policy by the Federal Reserve or other regulatory actions could expose fixed income and related markets to heightened volatility, interest rate movements, yield spread changes, and reduced liquidity, which may impact the universe of potential investment options, market values, and return potential.

Cybersecurity Risk

In addition to the risks identified above for each strategy, investing involves various operational and financial risks associated with cybersecurity. These risks include both intentional and unintentional events at our facilities or at one of our clients, third-party counterparties or service providers, that may result in a theft, loss or corruption of data, result in the unauthorized release or other misuse of confidential information, and generally compromise our ability to conduct our business. A cybersecurity breach may also result in a third-party obtaining unauthorized access to our clients' information, including account numbers, account balances, and account holdings. We have established and maintain business continuity plans and cybersecurity systems and protections designed to reduce the risks associated with cybersecurity breaches. However, there are inherent limitations in these plans and

12/23/2021

systems, including that certain risks may not have been identified, in large part because different or unknown threats may emerge in the future. As such, there is no guarantee that such efforts will succeed, especially because we do not directly control the cybersecurity systems of clients, issuers, trading counterparties, or third-party service providers. There is also a risk that cybersecurity breaches may not be detected.

Business, Terrorism, and Catastrophe Risks

These are the risks of loss that may be incurred, indirectly, due to the occurrence of various events, including hurricanes, earthquakes and other natural disasters, terrorism and other catastrophic events such as a pandemic. These catastrophic risks of loss can be substantial and could have a material adverse effect on our business and on clients' portfolios, including investments we make.

Item 9: Disciplinary Information

We must disclose material facts about any legal or disciplinary event that is material to a client's evaluation of our advisory business or the integrity of our management. Please refer to our ADV, Part 1 for additional details.

Item 10: Other Financial Industry Activities and Affiliations

We and other entities under the common control of U.S. Bancorp, including USBAM, U.S. Bank, U.S. Bank Global Fund Services (USBGFS), and U.S. Bancorp Investments, Inc. (USBII), are related persons. We have certain relationships with related persons, as described below, which may conflict with clients' interests. At a minimum, conflicts are addressed by disclosing the conflicts to affected clients or prospective clients.

Our affiliate, PFM Fund Distributors, Inc. (PFMFD), is registered as a broker-dealer under the Securities Exchange Act of 1934. Its sole activities are to serve as exclusive distributor to the registered investment company and local government investment pools (Pooled Funds) for which we serve as investment adviser and/or administrator. If our client invests in a Pooled Fund, we disclose this relationship to the client, through the Form ADV Part 2A and the offering statement for the Pooled Fund. In addition, where Pooled Funds are employed as part of our investment strategy, our investment advisory agreement with the client provides that if we invest client assets in a Pooled Fund, either we will not take these assets into account for purposes of calculating our fees under the client's investment advisory agreement, or we will credit the investment advisory fee we earn on the client's Pooled Fund investment against investment advisory fees due us related to the client's separately managed account that holds assets in the Pooled Fund.

We serve as investment adviser to the MMST and the MMST Funds. We may enter arrangements with a third party to compensate for services provided. Such compensation payable to the third party is paid out of the fee we receive from the Pooled Fund. We also serve as administrator and/or investment adviser to the following local government investment pools:

- California Asset Management Trust (CAMP),
- Colorado Statewide Investment Pool (CSIP),
- Florida Public Assets for Liquidity Management (FL PALM),
- Illinois Trust,
- Massachusetts Development Finance Agency Short-Term Asset Reserve Fund (Mass STAR),
- Michigan Liquid Asset Fund Plus (MILAF+),
- Minnesota Association of Governments Investing for Counties (MAGIC),
- Minnesota School District Liquid Asset Fund Plus (MSDLAF+),
- Missouri Securities Investment Program (MOSIP),
- Nebraska Liquid Asset Fund (NLAF),
- New Hampshire Public Deposit Investment Pool (NH PDIP),
- New Jersey Asset & Rebate Management Program (NJ/ARM),
- North Carolina Investment Pool (NCIP),
- Pennsylvania Local Government Investment Trust (PLGIT),
- Pennsylvania OPEB Trust (adviser and distributor only),

- TexasTERM Local Government Investment Pool d/b/a Texas Range Investment Program (Texas Range)
- Virginia State Non-Arbitrage Program (SNAP), and
- Wyoming Government Investment Fund (WGIF).

As of November 30, 2021, PFMFD served as distributor to all pools.

We may receive referral business from our related persons and may pay referral fees to them, as described further under "Client Referrals and Other Compensation" below.

USBAM also provides credit research and analysis to PFMAM, including development and management of various approved issuers lists and approved counterparties used by both PFMAM and USBAM.

U.S. Bank serves as custodian and/or depository for a significant number of our separately managed accounts and Pooled Funds. We may provide various investment advisory services to U.S. Bank for compensation, including managing accounts of certain U.S. Bank clients as sub-adviser under authority delegated by U.S. Bank, for which we may earn a negotiated fee.

We may invest client assets in mutual funds (including the First American Funds for which USBAM serves as investment adviser) or other pooled investment vehicles to whom USBGFS provides services and receives a fee.

USBII, a direct subsidiary of U.S. Bancorp, is a registered broker-dealer and SEC-registered investment adviser. USBII may participate as a member of underwriting syndicates in securities offerings, for which it may receive underwriting discounts or commissions. In certain circumstances and in compliance with applicable laws, regulations and regulatory guidance, including Rule 10f-3 under the Investment Company Act of 1940 (the "Investment Company Act"), we may recommend or purchase such securities for a client from a member of an underwriting syndicate of which USBII is also a member. For non-investment company client accounts, we may recommend or purchase such securities in which USBII participates in the underwriting syndicate if client investment guidelines, restrictions, or other directives do not specifically prohibit the account from purchasing during such securities offering and purchases are made from unaffiliated broker-dealers, unless client consent is obtained to allow for purchases from USBII.

We have no arrangements with other investment advisers for direct or indirect compensation for recommending those advisers to our clients. As a matter of policy and practice, we do not accept any fees, commissions or other forms of compensation from any underlying investment managers or others affiliated with our clients' accounts.

We may invest client assets in the publicly traded securities of other PFMAM clients or prospective clients. In such circumstances, we do not and will not receive any compensation from the issuers specifically for investing client assets in such issuers' securities. We may also invest the assets of the clients in securities issued by companies that are customers of our affiliates. For example, an issuer may be an investment advisory or commercial banking customer of one of our affiliates, or one of our affiliates may be involved in the underwriting or distribution of debt securities purchased by us on behalf of our clients. In such circumstances, the potential for a conflict of interest exists between our obligation to seek the most suitable investments for our clients and the perception that we have an incentive to assist in the success of our affiliate. In certain cases, we may also manage an issuer's proceeds from an underwriting in which an affiliate has been involved, and may receive an advisory fee for doing so, including where we have used our discretionary authority to purchase a portion of that issue for other clients.

PFMAM may have arrangements with certain of its affiliates under which PFMAM may provide supplemental account administration, operations, client service, sales and marketing, product development and management, risk management, information technology, legal and compliance services, human resources and other corporate, finance or administrative services to or for such affiliates or its clients, or PFMAM or its clients may receive

such services from such affiliates. Certain personnel may perform services for both PFMAM and one or more of its affiliates. The scope of certain such services and arrangements varies depending on the particular strategy, distribution channel, program, and client size and type.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Under Rule 204A-1 of the Investment Advisers Act of 1940, our employees are subject to our Code of Ethics ("Code"). Compliance with the Code is a condition of employment for all our employees.

This Code sets out ethical standards applicable to our employees. Employees are expected to maintain the highest ethical standards, embody a business culture that supports actions based on what is right rather than expediency, deal fairly with clients and one another, protect confidential information and seek guidance about ethical questions. More specifically with respect to advisory activities, the Code requires that whenever our personnel act in a fiduciary capacity, we will endeavor to put the client's interest ahead of the firm's. We will disclose actual and potential meaningful conflicts of interest. We will manage actual conflicts in accordance with applicable regulatory and legal standards. If applicable regulatory and legal standards do not permit management of a conflict, we will seek to avoid the conflict.

We will not engage in fraudulent, deceptive or manipulative conduct with respect to clients. We will act with appropriate care, skill and diligence.

Our employees are required to know when we are acting as a fiduciary with respect to the work they are doing. If we are acting as a fiduciary, they are expected to comply with all fiduciary standards which apply to us in performing their duties. In addition, they must also put the client's interest ahead of their own personal interest. An employee's fiduciary duty is a personal obligation. While advisory personnel may rely upon subordinates to perform many tasks that are part of their responsibilities, they are personally responsible for fiduciary obligations even if carried out through subordinates.

In general, the Code expresses our recognition of our responsibilities to the public, clients and professional associates. Our Code also contains various reporting, disclosure and approval requirements regarding employees' personal securities transactions. The Code requires that our employees whom we deem to be "Access Persons" must report certain personal securities transactions, including transactions in mutual funds advised by us, to our Chief Compliance Officer, or to the person he designates. Additionally, designated Access Persons are required to pre-clear personal securities transactions. We prohibit our Access Persons from participating in initial public offerings unless our Chief Compliance Officer gives his approval. We also prohibit our employees from purchasing any security on PFMAM's restricted list.

You can receive a copy of our Code by contacting us at 213 Market Street, Harrisburg, PA 17101, by calling 717-231-6200 or by emailing pfmamrequest@pfm.com.

On infrequent occasions, our employees may invest in securities that coincidentally we also recommend for purchase or sale in our client accounts. The securities we recommend for purchase and sale within our fixed-income and multi-asset class portfolios are of the type which the Securities and Exchange Commission has expressly recognized as presenting little opportunity for the type of improper trading which compliance with the Code of Ethics reporting requirements is designed to uncover. Further, our employees are subject to our Code described above, and because our personnel are acting in a fiduciary capacity, we require our employees to put the client's interests ahead of their individual interests or that of the firm with respect to the purchase and sale of securities.

We have no obligation to buy, sell or recommend for purchase or sale any security that we or our employees may purchase or sell for themselves or for any of our clients. We have no obligation to seek to obtain any material nonpublic information about any issuer of securities, nor to effect transactions for our clients based on any material nonpublic information as may come into our possession.

In certain circumstances and in compliance with applicable laws, regulations and regulatory guidance, we may effect a transaction between and among clients. We will only perform such transactions when it is determined to be advantageous to participating clients. We will not act as a broker and do not receive compensation (other than our investment advisory fees) related to such transactions. However, we may use a non-affiliated broker to facilitate the trade when determined to be in the client's interests. This is typically the case with client accounts that are not custodied with an affiliate of ours.

Certain client assets are invested in investment companies for which we or an affiliate provide investment advisory services. However, in such circumstances, we do not charge a separate advisory fee with respect to the portion of the assets in a client's account that are invested in such fund(s).

Item 12: Brokerage Practices

We generally exercise brokerage discretion as follows: typically, our clients allow us to choose the broker or dealer to execute the trades. In these situations, we deal with brokers and dealers whom we determine to be major market makers for the types of securities purchased or sold. As a matter of policy, we do not recommend, request or require a client to direct us to execute transactions through a specified broker-dealer. If a client provides us with an approved list of brokers and dealers, we place all orders for the purchase or sale of securities for the client's account with those brokers or dealers and this may limit our ability to achieve the most favorable price or execution. Under these circumstances, the client and the broker or dealer determine the commission rates.

The factors that we consider in selecting or recommending a particular broker or dealer may include: the execution, clearance and settlement capabilities of the firm; our knowledge of negotiated commission rates currently available and other current transaction costs; the nature of the portfolio transaction; the size of the transaction; the timing of the trade; the activity existing and expected in the market for the particular transaction; confidentiality; the availability of research and research related services provided through such firms (as discussed below); our knowledge of the financial stability of the firm; and our knowledge of actual or apparent operational problems of the firm. Given these factors, our clients may pay transaction costs in excess of those which another firm might have charged for effecting the same transaction.

When we select or recommend a firm that executes orders or is a party to portfolio transactions, relevant factors taken into consideration may also include whether that firm has furnished research and research related products and/or services. We receive a broad range of research services, including information on the economy, industries, groups of securities and individual companies, statistical information, market data, accounting and tax law interpretations, political developments, pricing and appraisal services, credit analysis, risk measurement analysis, performance analysis and other information which may affect the economy and/or security prices. Research may also consist of computer databases. Currently, as a matter of policy, we do not enter into any third party or proprietary soft dollar arrangements where a broker-dealer provides research services in exchange for an expectation of receiving a certain dollar amount of commissions.

From time to time some brokers offer us market commentary and data and statistical research reports on the economy and financial markets and on specific issuers. We believe that this information improves the quality of our investment and trading decisions for the benefit of all our clients. We obtain express authorization from our clients to consider the furnishing of statistical research and other information by the broker or dealer. It is possible that the use of a particular brokerage firm or firms may result from time to time in a less favorable price for a transaction than if we canvassed a broader range of brokers. We believe that the practice of taking into account the furnishing of market information is reasonable. For fixed-income and ETF securities we seek to minimize the effect, if any, of research on the transaction costs by seeking multiple competitive bids and offers and involving major market makers wherever feasible and use electronic trading platforms for many trades to facilitate market access and to minimize transaction costs.

We have no agreement, understanding or other arrangement, either internal or with brokers and/or dealers, which would influence the allocation of securities transactions among brokers and/or dealers, and we do not utilize soft dollar arrangements other than those activities explicitly authorized under Section 28(e) of the Securities Exchange Act of 1934.

In the fixed-income and ETF markets, we may cause securities transactions to be executed for a client's account concurrently with authorizations to purchase or sell the same securities or shares for other accounts we manage. It is our policy where feasible to aggregate the purchase or sale of securities or shares for various client accounts in order to achieve efficiency of execution and better pricing. Each client participating in an aggregate transaction will participate at the same price. Where we receive an allocation that is less than our aggregate order, we normally allocate the securities or shares to the participating client accounts on a pro rata basis in proportion to the size of the orders placed for each account, to the extent that we can. We may increase or decrease the amount of securities or shares allocated to a client if necessary due to factors including avoiding odd lots in a particular security.

We do not currently anticipate effecting brokerage transactions with any broker-dealer affiliated with us, except for potential transactions with USBII, as described above under "Other Financial Industry Activities and Affiliations."

We are prohibited from entering into any agreements or understandings under which brokerage with respect to portfolio securities transactions, or other compensation, is directed to a broker dealer as consideration for the promotion or distribution of the First American Funds' shares, also referred to as "directed brokerage arrangements." Portfolio management and management involved in the process of selecting broker-dealers for portfolio securities transactions are prohibited from considering the level of the First American Funds' sales or promotional efforts of any broker-dealer in connection with such selection process.

Item 13: Review of Accounts

For fixed-income accounts our Fixed-Income Investment Committee generally meets monthly, or more frequently as necessary to review the overall strategic direction and relative value and market risks. Tactical opportunities are presented routinely through a report and analysis prepared and distributed by a sector specialist and may be discussed at a meeting. These reports highlight interest rate trends and the relative value of different sectors and maturity structures in the market. This investment committee consists of portfolio managers, senior research staff and our chief investment officer.

Ad-hoc strategy discussions take place regularly, and may occur after any significant market moving event, such as sudden changes in financial market conditions, change in general economic conditions, credit ratings downgrades, and/or a material change in the value of a particular portfolio security or market sector.

Our fixed-income portfolio managers and traders are assigned specific accounts and review client portfolios on a regular basis. The review includes upcoming maturities and any upcoming deposits or cash needs in a portfolio. Stable value portfolios are overseen by the Stable Value Investment Committee which also meets monthly, or more frequently as necessary. The stable value portfolio managers and research analysts monitor client positions on a regular basis. They discuss regular cash positions, changes in issuers' credit conditions, anticipated cash flow, economic conditions, potential liquidity needs and anticipated upcoming placements.

Multi-asset class accounts are overseen by our Multi-Asset Class Investment Committee which also meets generally on a monthly basis, or more frequently as necessary to review the overall strategic direction of markets. This investment committee consists of portfolio managers, research staff, our chief investment officer, and other investment professionals. We monitor the performance of multi-asset class accounts on at least a quarterly basis to determine whether the underlying investments selected are performing in line with expectations and are meeting the needs of the individual client. We provide our multi-asset class clients a quarterly analysis of the performance of the underlying funds in which the client's assets are invested and of any reallocation of assets among these

underlying funds. At least annually, we will consult with the client to determine whether there are reasons to revise the client's target investment strategy.

Changes in our Capital Market Assumptions, our outlook for asset class valuation, sudden changes in financial market conditions, and general economic conditions may trigger a review of our multi-asset class accounts. Accounts are reviewed by an investment professional or in consultation with research staff or a portfolio manager. Normally, we sequence account reviews in a manner that provides for first review of the accounts that have the greatest potential exposure to the effects of the event which triggers the review.

Pursuant to our investment advisory agreements, we may also provide quarterly performance and economic reviews for some clients.

The custodian of our multi-asset class portfolio clients provides each client with a monthly statement of account detailing the client's month-end balances and any transactions which occurred during the month. We review these statements monthly to determine whether transactions executed by the custodian are in agreement with any instructions which we or the client provided. In addition, we provide monthly written statements and quarterly performance reports.

Item 14: Client Referrals and Other Compensation

We maintain relationships with U.S. Bank, and at times with unaffiliated third parties pursuant to which we pay U.S. Bank and such unaffiliated third parties if they are responsible for introducing new client relationships. Under these arrangements, we enter into a written agreement with the party that describes the party's activities on our behalf and the amount we agree to pay the party. The agreement also contains the party's undertaking to act in a manner consistent with our instructions and with the provisions of the Investment Advisers Act of 1940, and to provide the referral with a copy of our Form ADV, Part 2A and Part 2B. If the referral subsequently enters into an investment advisory agreement with us, we pay the solicitor a percentage of our investment advisory fee, which fee arrangement is disclosed to the prospect by the solicitor prior to any contact or meeting with the prospect. From time to time, our employees could be eligible for certain referral fees or awards related to referring business to other U.S. Bancorp affiliates. Such referrals do not occur in the context of providing investment advice or providing investment management services, and do not result in additional fees to the referred party.

Item 15: Custody

Custody

We do not have direct custody of client funds or securities. The custody function is performed by other providers such as brokers, banks, or other qualified custodians with whom our clients contract. However, there are certain cases in which we have authority to initiate a withdrawal from a client account to pay our management fees; we are deemed to have custody for regulatory purposes solely as a consequence of this. For example, certain of our clients have authorized us to charge our fee against the account we manage after they have received our invoice. The client also has instructed the custodian to disburse funds from the managed account to pay our advisory fees. At all times, the custodial bank maintains actual custody of those assets. We expect that clients should receive regular statements from their custodians which list their assets, including information such as cost and market value, and transaction activity for the period. We urge clients to review these statements carefully and to contact their custodians if they have any concerns.

Differences Between Our Statements and Custodial Statements

The statements clients receive from us can differ from the statements clients receive from their custodian. We advise clients to consider the records of its custodian as the official records of its assets. A common difference involves the market value of certain securities. Since custodians may use a different pricing vendor to price securities than we do, the prices for certain securities may vary. In addition, the accounting system used by a client's custodian

may differ from our accounting system and may employ a different reporting method. Our reports are based upon trade date accounting with accruals, whereas some custodians report activity on a settlement date basis with or without accruals. While both reporting methods are accurate and acceptable, clients should be aware of the potential differences that could appear. We urge clients to compare our reports with those received from their custodian and to contact us with any questions they may have.

Item 16: Investment Discretion

We offer discretionary advisory services with respect to a client's investable assets. When a client gives us investment discretion, we then have the authority to determine, without obtaining their specific approval, (1) overall asset allocation, (2) the manager or sub-adviser to be utilized for the portfolio, (3) the specific securities to be bought and sold, (4) the amount of securities to be bought and sold including overall asset allocation and (5) the broker or dealer through which the securities are bought or sold. These decisions are subject to limitations of law and any other restrictions in the contract with our client or in our client's investment policies. Many of our clients have their own investment policies which usually contain restrictions on the types and credit quality of investments. We agree contractually to follow those guidelines. In addition, many of our clients are subject to state investment statutes or other applicable regulatory requirements which we comply with as well. Our clients typically grant us discretionary authority in the investment advisory agreement which we enter into with them.

Item 17: Voting Client Securities

Because many of our clients will be invested primarily in fixed income securities, the probability of us receiving a proxy request on behalf of a client is rare. In these situations, while we expect client accounts will rarely hold voting securities, clients may confer upon us complete discretion to vote proxies. We also offer certain of our clients discretionary investment advice on securities which are mutual funds (including ETFs). These mutual funds send us proxies, which we vote on behalf of these discretionary clients if they have given us the authorization to vote them. We also occasionally receive consent requests related to fixed-income securities. Generally we arrange for the portfolio manager overseeing the client's investments to be responsible for making proxy-voting decisions. We seek to vote proxy proposals, consents or resolutions in a manner that serves the best interests of our clients because it is our fiduciary duty to do so. When reviewing whether a proposed action would be in our client's best interests, we take into account the following factors:

- The impact on the valuation of securities,
- The anticipated costs and benefits associated with the proposal,
- An increase or decrease in costs, particularly management fees, of investment in the securities,
- The effect on liquidity, and
- Customary industry and business practices.

In reviewing proxy issues of the type described below, we will apply the following general principles:

- With respect to an election of directors, we will typically vote in favor of the management-proposed slate of directors unless there is a proxy contest for seats on the board of a portfolio fund or other important reasons for withholding votes for directors. We may abstain if there is insufficient information about the nominees disclosed in the proxy statement.
- Similarly, we will also generally support management's recommendation for the appointment of auditors unless there are reasons for us to question the independence or performance of the nominees.

- We will vote in accordance with management's recommendations on issues that are technical and administrative in nature, such as changes to increase the number of directors or to adopt term limits. However, we review and vote on a case-by-case basis any non-routine proposals which are likely to affect the structure and operation of the portfolio company. Examples of these types of proposals include any limitations on shareholder rights, or those which have a material economic effect on the company.
- We will generally vote in favor of proposals that give shareholders a greater vote in the affairs of the company and oppose any measure that seeks to limit those rights.
- We also generally support proposals promoting transparency and accountability within a company to ensure that the directors fulfill their obligations to shareholders.
- We review proposals that result in an increase of compensation to investment advisors and other service providers of portfolio mutual funds on a case-by-case basis, with particular emphasis on the relative performance of the fund.
- We also review proposals relating to executive compensation plans to ensure that the long-term interests of management and shareholders are properly aligned.
- We generally oppose proposals to give shareholders the right to vote on executive compensation.

These policies are not exhaustive due to the variety of proxy voting issues that we may be required to consider.

With the exception of a client's shareholdings in the Pooled Funds, a conflict of interest between us, and a client whose investments are managed by us, is unlikely. We are the investment adviser to the Pooled Funds. We either receive no investment advisory fee from a client for managing client assets which we invest in the Pooled Funds, or we credit to the client any investment advisory fee we receive from the Pooled Funds investment. In regard to voting of securities in the Pooled Funds for which we are the investment adviser (or where it would appear that we have an interest), we apply the following principles:

- If the proposal relates to the matters in which the outcome does not directly affect us, we will follow our general voting policies.
- If the proxy proposal relates to a transaction which directly affects us, or otherwise requires a case-by-case determination by us under our voting policies, we will seek the advice either of the managers of the client or of a qualified, independent third party, and we will submit the proxy statement to them. We will then follow the decision of our client's management or the recommendation of the third party in voting the proxy.

As an affiliate of U.S. Bancorp, a large, multi-service financial institution, we recognize that there are circumstances where we have a perceived or real conflict of interest in voting the proxies of issuers or proxy proponents (e.g., a special interest group) who are clients or potential clients of some part of the U.S. Bancorp enterprise. Directors and officers of such companies may have personal or familial relationships with the U.S. Bancorp enterprise and/or its employees that could give rise to potential conflicts of interest. We will vote proxies in the best interest of our clients regardless of such real or perceived conflicts of interest. To minimize this risk, we will discuss conflict avoidance at least annually with our affiliates to ensure that appropriate parties understand the actual and perceived conflicts of interest we face in voting proxies on behalf of our clients.

If we become aware of a material conflict, we will discuss with our affiliates and determine a course of action designed to address the conflict. Such actions could include, but are not limited to: (1) obtaining instructions from the affected clients on how to vote the proxy; (2) disclosing the conflict to the affected clients and seeking their consent to permit us to vote the proxy; (3) abstaining from voting; (4) voting in proportion to the other shareholders

to the extent this can be determined; or (5) recusing a party from all discussion or consideration of the matter, if the material conflict is due to such person's actual or potential conflict of interest.

In addition to the above, our employees must notify the CCO of any direct, indirect or perceived improper influence exerted by any employee, officer or director within the U.S. Bancorp enterprise about how we should vote proxies. The CCO will investigate any such allegations and report the findings to the appropriate parties, typically the CEO and legal personnel. If it is determined that improper influence was attempted, appropriate action will be taken, which may include disciplinary action, notification of the appropriate senior managers within the U.S. Bancorp enterprise, or notification of the appropriate regulatory authorities. In all cases, we will not consider any improper influence in determining how to vote proxies and will vote in the best interests of clients.

We maintain records relating to all proxy voting for five years. We will provide information to any client about how we voted proxies for securities in the client's account. Our Proxy Voting Policy is available upon request by contacting us at 213 Market Street, Harrisburg, PA 17101, by calling 717-231-6200 or by emailing pfmamrequest@pfm.com.

Under certain of our engagements we do not assume the responsibility for voting proxies on client securities. The clients make arrangements to receive proxies from their custodian. If we receive a proxy and we do not have authority to vote on it, we forward it to our client. Clients may contact the portfolio manager for their account if they have questions about a particular solicitation.

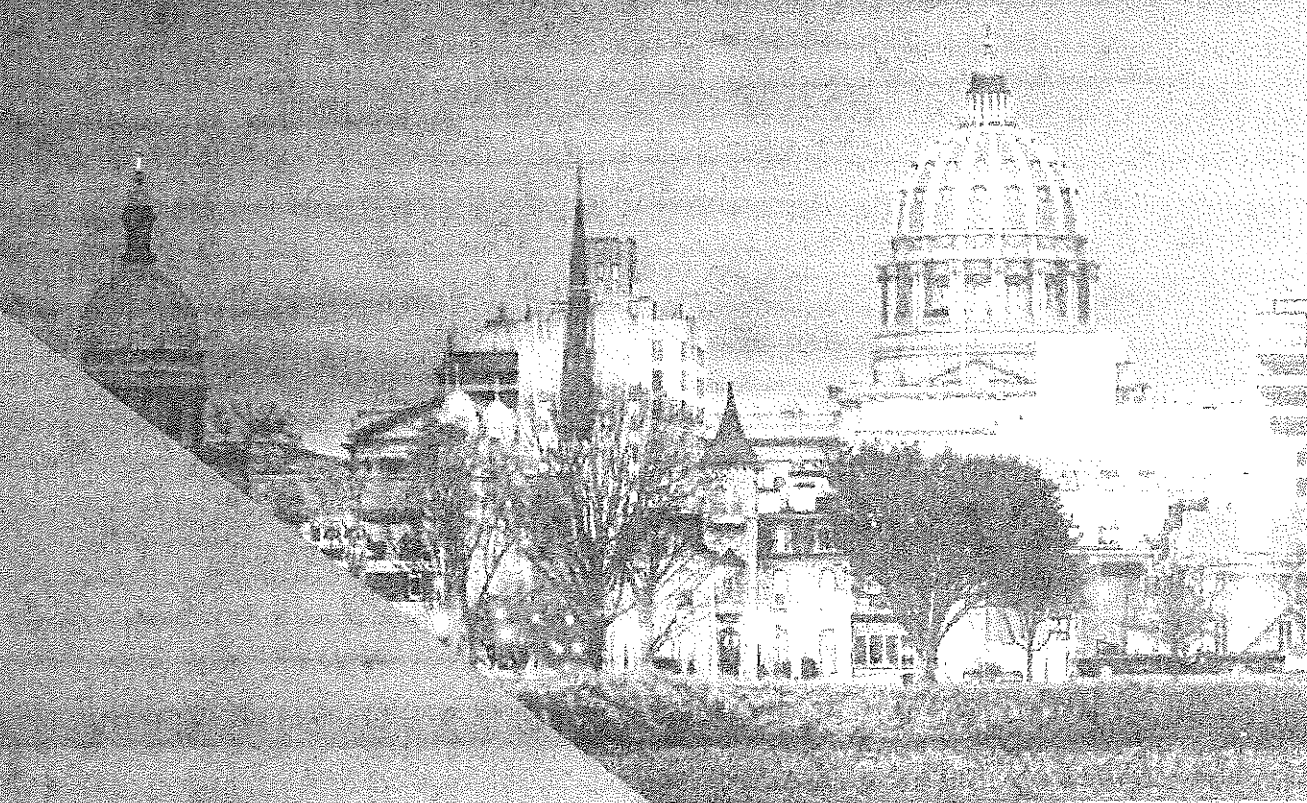
Item 18: Financial Information

We are not aware of any financial condition that is reasonably likely to impair our ability to carry out our commitments and responsibilities under our client contracts.

Form ADV, Part 2B

Brochure Supplement

December 23, 2021



pfm  **asset
management**

213 Market Street
Harrisburg, PA 17101-2141
717-231-6200 (phone)
www.pfm.com

SEC File No. 801-60449

Brochure Supplement

What you need to know

This Brochure Supplement provides information about our investment personnel listed below and supplements the PFM Asset Management LLC brochure. You should have received a copy of that brochure. Please contact our Compliance Department at 717.231.6200, or contact us by emailing pfmamrequest@pfmam.com if you did not receive our Firm's brochure or if you have any questions about the contents of this supplement.

Investment Personnel

Marc D. Ammaturo
Robert H. Cheddar, CFA
Sandra A. Costa
Joseph W. Creason
Michael P. Downs, CFA
Matthew R. Eisel, CFA
Alex Gurvich, PhD
Kyle Jones
Biagio Manieri, CFA, PhD
David J. Molin, CFA
Kerri Muskin
Brian Raubenstine
Jeffrey H. Rowe, CFA
Kenneth E. Schiebel, CFA
Steven J. Schaefer, CFA
James P. Sims, CFA
Floyd Simpson III, CFA
John Spagnola
Surya Pisapati, CFA

Location

Philadelphia, PA
Harrisburg, PA
New York, NY
Harrisburg, PA
Harrisburg, PA
Harrisburg, PA
Philadelphia, PA
Harrisburg, PA
Philadelphia, PA
New York, NY
Harrisburg, PA
Harrisburg, PA
Harrisburg, PA
Harrisburg, PA
Harrisburg, PA
New York, NY
Harrisburg, PA
Philadelphia, PA
Philadelphia, PA
Philadelphia, PA

Harrisburg

213 Market Street
Harrisburg, PA 17101-2141

Philadelphia

1735 Market Street, 43rd Floor
Philadelphia, PA 19103

New York

100 Wall Street, 16th Floor
New York, NY 10005

Table of Contents

Educational Background and Business Experience	4
Disciplinary Information	10
Other Business Activities	12
Additional Compensation	13
Supervision	13

Educational Background and Business Experience

Item 2

Item 2 of Form ADV, Part 2B asks us to disclose background in education and business for our supervised persons who formulate the various types of investment advice we offer. Most types of our investment advice are provided to you by a team of more than five individuals. We have prepared background information for the team members who have the most responsibility for the advice the team prepares. We have provided the person's name, year of birth, formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years of our supervised persons. Also listed are certain professional designations held by the supervised person. An explanation of the minimum qualifications required for each designation is included so you may better understand the value of the designation.

Investment Professional	Educational Background and Business Experience	Area of Focus
Marc D. Ammaturo Year of Birth: 1974	<u>Formal Education after High School</u> • Pennsylvania State University, University Park, PA, Bachelor of Science, Accounting, Graduated 1996 • University of Maryland, College Park, MD, Master of Business Administration, Finance, Graduated 2004 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Philadelphia, PA, Managing Director, 1/2012 – Present	• Multi-Asset Class Management
Robert H. Cheddar, CFA Year of Birth: 1966	<u>Formal Education after High School</u> • Susquehanna University, Selinsgrove, PA, Bachelor of Science, Business, Graduated 1988 • Pennsylvania State University, Malvern, PA, Master of Business Administration, Graduated 2003 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Harrisburg, PA, Managing Director, 1/2011 – Present <u>Certifications</u> • Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	• Fixed Income • Credit
Sandra A. Costa Year of Birth: 1976	<u>Formal Education after High School</u> • Post University, Waterbury, CT, Bachelor of Science Finance, Graduated 1998 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, New York, NY, Portfolio Manager, Stable Value, 12/2017 – Present • Fiduciary Capital Management, Inc., Senior Vice President & Portfolio Manager, 5/1998 – 12/2017	• Stable Value

Investment Professional	Educational Background and Business Experience	Area of Focus
Joseph W. Creason, CFA Year of Birth: 1976	<u>Formal Education after High School</u> - Shippensburg University, Shippensburg, PA, Bachelor of Science, Finance, and Bachelor of Science, Economics, Graduated 2000 <u>Business Background – Previous Five Years</u> - PFM Asset Management LLC, Harrisburg, PA, Portfolio Manager, 07/2009 – 1/2017; Director/Sr. Portfolio Manager, 2/2017 – Present <u>Certifications</u> Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	- Fixed Income - Credit
Michael P. Downs, CFA Year of Birth: 1964	<u>Formal Education after High School</u> - The Ohio State University, Columbus, OH, Bachelor of Science, Finance and Accounting, Graduated 1987 - The Ohio State University, Columbus, OH, Master of Business Administration, Finance, Graduated 1991 <u>Business Background – Previous Five Years</u> - PFM Asset Management LLC, Harrisburg, PA, Portfolio Manager, 4/2014 – Present <u>Certifications</u> - Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	Fixed Income
Matthew R. Eisel, CFA Year of Birth: 1983	<u>Formal Education after High School</u> - University of South Carolina, Columbia, SC, Bachelor of Science, Entrepreneurial Management, Finance, and Risk Management & Insurance, Graduated 2005 <u>Business Background – Previous Five Years</u> - PFM Asset Management LLC, Harrisburg, PA, Managing Director, 2/2015 – Present <u>Certifications</u> - Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	Structured Products

Investment
ProfessionalEducational Background and
Business Experience

Area of Focus

Alex Gurvich, PhD
Year of Birth: 1964

Formal Education after High School

- University of Chicago, Chicago, IL, Bachelor of Arts, Physics, Graduated 1986
- INSEAD, Fontainebleau, France, Master of Business Administration, Graduated 1993
- New York University, New York, NY, Master of Science, Financial Engineering, Graduated 2009
- Stevens Institute of Technology, Hoboken, NJ, Doctor of Philosophy, Financial Engineering, Graduated 2020

Business Background – Previous Five Years

- PFM Asset Management LLC, Philadelphia, PA, Director of Research, 6/2018 – Present
- Commonfund Asset Management, Wilton, CT, Director Asset Allocation and Quantitative Research, 12/2014 – 5/2017

- Multi-Asset Class Management

Kyle Jones
Year of Birth: 1981

Formal Education after High School

- Dillard University, New Orleans, LA, Bachelor of Arts, Business Management, Graduated 2003
- University of Chicago, Chicago, IL, Master of Business Administration, Finance, Graduated 2006

Business Background – Previous Five Years

- PFM Asset Management LLC, Harrisburg, PA, Senior Portfolio Strategist, 9/2016 – 1/2019, Managing Director and Co-Head of Portfolio Strategies, 2/2019 – Present

- Fixed Income
- Credit

Biagio Manieri, Ph.D., CFA
Year of Birth: 1960

Formal Education after High School

- City College of the City University of New York, New York, NY, Bachelor of Science, Electrical Engineering, Graduated 1983
- Columbia University, New York, NY, Doctor of Philosophy, International Relations, Graduated 1995

Business Background – Previous Five Years

- PFM Asset Management LLC, Philadelphia, PA, Global Chief Multi-Asset Class Strategist; 6/2018 – Present; Managing Director, 2/2017 – Present; Director of Research 1/2012 – 6/2018

Certifications

- Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.

- Multi-Asset Class Management

Investment
ProfessionalEducational Background and
Business Experience

Area of Focus

David J. Molin, CFA
Year of Birth: 1970

Formal Education after High School

- Bentley University, Waltham, MA, Bachelor of Science Finance, Graduated 1992

Business Background – Previous Five Years

- PFM Asset Management LLC, New York, NY, Director of Research, Stable Value, 12/2017 – Present
- Fiduciary Capital Management, Inc., Senior Vice President and Director of Research and Enterprise Risk Management, 6/2000 – 12/2017

Certifications

- Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.

- Stable Value

Kerri L. Muskin
Year of Birth: 1983

Formal Education after High School

- Pennsylvania State University, Harrisburg, PA, Bachelor of Science, Business Management, Graduated 2006

Business Background – Previous Five Years

- PFM Asset Management LLC, Harrisburg, PA, Portfolio Manager, 7/2012 – 1/2017; Director/Sr. Portfolio Manager, 2/2017 – Present

- Fixed Income
- Credit

Surya Pisapati, CFA
Year of Birth 1984

Formal Education after High School

- Jawaharlal Nehru Technological University, Hyderabad, Telangana, India, Bachelors in Mechanical Engineering, Graduated 2005
- Indian Institute of Management, Indore, Madhya Pradesh, India, MBA (Finance), Graduated 2007
- Villanova University, Radnor, PA, MS in Finance, Graduated 2012

Business Background – Previous Five Years

PFM Asset Management LLC, Philadelphia, PA, Director of Global Equities & Portfolio Strategist, 1/2021 – Present; Manager, Research & Portfolio Strategy, 1/2019 – 12/2020; Senior Research Analyst 5/2016 – 12/2018

Certifications

- Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.

- Multi-Asset Class Management

Brian Raubenstine
Year of Birth: 1983

Formal Education after High School

- Pennsylvania State University, University Park, PA, Bachelor of Science, Finance, and a Minor in History, Graduated 2006

Business Background – Previous Five Years

- PFM Asset Management LLC, Harrisburg, PA, Senior Portfolio Manager, 9/2008 – 1/2021; Director, 2/2021 – Present

- Fixed Income
- Credit

Investment Professional	Educational Background and Business Experience	Area of Focus
Jeffrey H. Rowe, CFA Year of Birth: 1982	<u>Formal Education after High School</u> • Pennsylvania State University, University Park, PA, Bachelor of Science, Finance, and a Minor in Supply Chain and Information Systems Technology, Graduated 2005 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Harrisburg, PA, Portfolio Manager, 5/2010 – 1/2017; Managing Director, 2/2017—Present <u>Certifications</u> • Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	• Fixed Income • Credit
Steven J. Schaefer, CFA Year of Birth: 1960	<u>Formal Education after High School</u> • Temple University, Philadelphia, PA, Bachelor of Business Administration, Marketing, Graduated 1982 • Michigan State University, East Lansing, MI, Master of Business Administration, Finance, Graduated 1984 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, New York, NY, Director Stable Value, 10/2019 - Present • Stable Value Solutions LLC, West Hartford, CT, Owner & Founder, 10/2018 - 9/2019 • MUFG Americas, New York, NY, Director Stable Value, 4/2012 - 2/2018 <u>Certifications</u> • Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	• Stable Value
Kenneth E. Schiebel, CFA Year of Birth: 1959	<u>Formal Education after High School</u> • University of Michigan, Ann Arbor, MI, Bachelor of Arts, Mathematics & Computer Science, Graduated 1981 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Harrisburg, PA, Managing Director and Co-head of Portfolio Strategies, 1/1997 – 11/2021; Chief Investment Officer, 12/2021-Present <u>Certifications</u> • Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	• Fixed Income • Multi-Asset Class Management • Structured Products • Credit

Investment Professional	Educational Background and Business Experience	Area of Focus
James P. Sims, CFA Year of Birth: 1970	<u>Formal Education after High School</u> • Georgia State University, Atlanta, GA, Bachelor of Business Administration, Finance, Graduated 1993 • Georgia State University, Atlanta, GA, Master of Science, Finance, Graduated 1997 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Harrisburg, PA, Managing Director, 10/2021 – Present; Director/Senior Portfolio Manager, 2/2016 – 10/2021 <u>Certifications</u> • Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item	• Fixed Income • Credit
Floyd Simpson III, CFA Year of Birth: 1980	<u>Formal Education after High School</u> • Truman State University, Kirksville, MO, Bachelor of Business Administration, Finance, Graduated 2002 • De Paul University, Chicago, IL, Master of Business Administration, Financial Analysis and Strategy, Execution, and Valuation, Graduated 2005 • Northwestern University, Evanston, IL, School of Continuing Studies-Financial Planning, Completed 2007 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Philadelphia, PA, Senior Managing Consultant, 10/2019 – Present • Xponance (FIS Group), Philadelphia, PA, Investment Officer, 9/2010 – 9/2019 <u>Certifications</u> • Chartered Financial Analyst. An explanation of the minimum qualifications required for this designation is provided at the conclusion of this Item.	• Multi-Asset Class Management
John S. Spagnola Year of Birth: 1957	<u>Formal Education after High School</u> • Yale University, New Haven, CT, Bachelor of Arts, Political Science, Graduated 1980 <u>Business Background – Previous Five Years</u> • PFM Asset Management LLC, Philadelphia, PA, Managing Director, 1/2003 – Present	• Multi-Asset Class Management

SUMMARY OF PROFESSIONAL DESIGNATIONS

This Summary should assist you with evaluating the professional designations and the minimum requirements that an individual must meet in order to hold this designation.

CFA – Chartered Financial Analyst

This designation is issued by the CFA Institute (www.cfainstitute.org). The requirements to become a CFA charterholder include: 1) Obtaining a bachelor's degree or equivalent from a 4-year college/university or meeting a combination of higher education and qualified professional work requirements; 2) Passing the three levels of CFA exams, each of which involves approximately 300 hours of self-study; 3) Having at least 4,000 hours of relevant investment-related work experience, completed in a minimum of 36 months; and 4) Abiding by the CFA Code of Ethics. Continuing education is encouraged but not required.

CAIA – Chartered Alternative Investment Analyst

This designation is issued by the Chartered Alternative Investment Analyst Association (www.caia.org). In order to participate in the CAIA program, a candidate must: 1) Hold a bachelor's degree or the equivalent, and have more than one year of professional experience (defined as full-time employment in a professional capacity within the regulatory, banking, financial, or related field); or 2) Have at least four years of professional experience. The educational requirements that must be completed involve 200 hours of study for each of the 2 levels, and there are 2 course exams. There is a continuing education requirement every three years.

CRPC – Chartered Retirement Planning Counselor

This designation is awarded by The College for Financial Planning (www.cffp.edu). In order to participate in the CRPC program individuals must have completed a course of study of investments, insurance, tax, retirement and estate planning issues. The program is designed for 120-150 hours of self-study. The program is self-paced and must be completed in one year from enrollment. Individuals are required to pass an online, timed and proctored end-of-course examination with a score of 70% or higher. Credentials must be renewed every two years by completing 16 hours of continuing education.

QPFC – Qualified Plan Financial Consultant

This designation is the professional credential for financial professionals who sell, advise, market or support qualified retirement plans. QPFC is not an entry-level credential. A minimum of two years' experience in retirement plan related matters is required along with completion of American Society of Pension Professionals & Actuaries' QPA examination series which includes completion of the Plan Financial Consulting Part 1 and Part 2. A candidate must meet one of the following additional requirements: Series 6, 7 or 65 license issued by the Financial Industry Regulatory Authority and two letters of reference demonstrating at least two years of retirement plan related experience; or state-life or annuity insurance license and two letters of reference demonstrating at least two years of retirement plan related experience; or Investment Advisor Representative or Registered Investment Advisor credential and two letters of reference demonstrating at least two years of retirement plan related experience; or two letter of reference demonstrating at least three years of retirement plan experience. Credentialed members must acquire 40 hours of Continuing Education credits (2 of these must be Ethics) in a two-year cycle as well as renew ASPPA membership annually to retain credentials.

Disciplinary Information

Item 3

If there are legal or disciplinary events material to your evaluation of the supervised person, Item 3 requires us to disclose all material facts regarding those events.

A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the supervised person

1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
3. was found to have been involved in a violation of an investment-related statute or regulation; or
4. was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order.

Not applicable. None of the personnel listed in Item 2 above has ever been subject to any such criminal or civil action.

B. An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which the supervised person

1. was found to have caused an investment-related business to lose its authorization to do business; or
2. was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority
 - (a) denying, suspending, or revoking the authorization of the supervised person to act in an investment-related business;
 - (b) barring or suspending the supervised person's association with an investment-related business;
 - (c) otherwise significantly limiting the supervised person's investment-related activities; or
 - (d) imposing a civil money penalty of more than \$2,500 on the supervised person.

Not applicable. None of the personnel listed in Item 2 above has ever been subject to any such administrative proceeding

C. A self-regulatory organization (SRO) proceeding in which the supervised person

1. was found to have caused an investment-related business to lose its authorization to do business; or
2. was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500.

Not applicable. None of the personnel listed in Item 2 above has ever been subject to any such proceeding by an SRO.

D. Any other proceeding in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct. If the supervised person resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a proceeding (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

Not applicable. None of the personnel listed in Item 2 above has ever been subject to any such suspension or revocation.

Other Business Activities

Item 4

- A. If the supervised person is actively engaged in any investment-related business or occupation, including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, we are required to disclose this fact and describe the business relationship, if any, between the advisory business and the other business.**

We have an affiliate, PFM Fund Distributors, Inc. ("PFMFD"), which is a broker-dealer registered under the Securities Exchange Act of 1934 and a member of the Financial Industry Regulatory Authority ("FINRA"). PFMFD serves as exclusive distributor of shares of a registered investment company and local government investment pools (Pooled Funds) for which we serve as investment adviser and/or administrator and we receive fees from this arrangement. Messrs. Ammaturo, Eisel, Jones, Schiebel, Simpson and Spagnola are registered representatives of PFMFD.

- *If a relationship between the advisory business and the supervised person's other financial industry activities creates a material conflict of interest with clients, describe the nature of the conflict and generally how you address it.*

If a client invests in a Pooled Fund, we disclose this relationship to the client through our firm brochure (the Form ADV, Part 2A) and the offering statement for the Pooled Fund. In addition, if we have an investment advisory arrangement with a client to manage a separate account, our investment advisory agreement with the client provides that if we invest client assets in a Pooled Fund, we will not take these assets into account for purposes of calculating our fees for managing the separate account or we will credit investment advisory fees we earn on the client's Pooled Fund investment against investment advisory fees due us related to the client's separately managed account that holds assets in the Pooled Fund.

- *If the supervised person receives commissions, bonuses or other compensation based on the sale of securities or other investment products, including as a broker-dealer or registered representative, and including distribution or service ("trail") fees from the sale of mutual funds, disclose this fact. If this compensation is not cash, explain what type of compensation the supervised person receives. Explain that this practice gives the supervised person an incentive to recommend investment products based on the compensation received, rather than on the client's needs.*

PFMFD registered representatives listed in this Brochure Supplement do not receive commissions, bonuses or other compensation directly based on the sale of shares in the Pooled Funds.

- B. If the supervised person is actively engaged in any business or occupation for compensation not discussed in response to Item 4.A, above, and the other business activity or activities provide a substantial source of the supervised person's income or involve a substantial amount of the supervised person's time, disclose this fact and describe the nature of that business. If the other business activities represent less than 10 percent of the supervised person's time and income, you may presume that they are not substantial.**

None of our supervised persons described in this Brochure Supplement engages in any other business or occupation which provides a substantial source of income or involves a substantial amount of time.

Additional Compensation

Item 5

If someone who is not a client provides an economic benefit to the supervised person for providing advisory services, generally describe the arrangement. For purposes of this item, economic benefits include sales awards and other prizes, but do not include the supervised person's regular salary. Any bonus that is based, at least in part, on the number or amount of sales, client referrals, or new accounts should be considered an economic benefit, but other regular bonuses should not.

We do not have any arrangements in which someone other than a client provides any economic benefit to our supervised persons for providing advisory services.

Supervision

Item 6

Explain how you supervise the supervised person, including how you monitor the advice the supervised person provides to clients. Provide the name, title and telephone number of the person responsible for supervising the supervised person's advisory activities on behalf of your firm.

Kenneth Schiebel as Chief Investment Officer of PFM Asset Management LLC oversees or participates in meetings of the committees which develop investment strategies for the various types of investment advice we offer to our clients. The strategies and advice developed by these committees are then marketed to our clients and prospects by the managing directors of our firm and our additional personnel. As the Chief Investment Officer of the firm, Mr. Schiebel meets regularly with the other members of senior management, the Firm's Chief Compliance Officer, and the Board of Directors and officers of the Firm's parent company. Mr. Schiebel reports to Eric Thole, CEO and President of PFM Asset Management LLC (PFMAM). Mr. Thole is also the CEO and President of U.S. Bancorp Asset Management (USBAM). Effective December 7, 2021, PFMAM became a wholly-owned subsidiary of USBAM. Mr. Schiebel may be reached at 717.231.6215.



RFP #:	<u>FY21-209</u>	Tentative Board Meeting Date*:	<u>TBD</u>
RFP Title:	<u>INVESTMENT ADVISORY SERVICES (REBID)</u>	# Notified:	<u>127</u>
		# Downloaded:	<u>15</u>
		# of Responses Rec'd:	<u>2</u>
		# of "No Bids":	<u>0</u>
For:	<u>TREASURER'S OFFICE</u>	RFP Opening Date :	<u>JUNE 24, 2021</u>
	(School/Department)		
Fund:	<u>OPERATING BUDGET</u>	Advertised Date:	<u>MAY 14, 2021</u>

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **AUGUST 9, 2021 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest. "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

TWO (2) PROPOSALS WERE RECEIVED IN RESPONSE TO RFP FY21-209 – INVESTMENT ADVISORY SERVICES. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE MEMBERS:

RAYMOND MONTELEONE – FINANCIAL ADVISORY COMMITTEE MEMBER, CHAIR – COMMUNITY MEMBER
HENRY ROBINSON - FINANCIAL ADVISORY COMMITTEE MEMBER, VICE CHAIR – COMMUNITY MEMBER
DANE SHELTON - FINANCIAL ADVISORY COMMITTEE MEMBER – COMMUNITY MEMBER
IAN THOMAS - FINANCIAL ADVISORY COMMITTEE MEMBER – COMMUNITY MEMBER
IVAN PERRONE – TREASURER – TREASURER'S OFFICE
SHELLY MELONI – DIRECTOR – PRE-CONSTRUCTION

S/M/WBE ADVISOR – ANNE MARIE RICHARDS – COORDINATOR, CONTRACT COMPLIANCE

IN ACCORDANCE WITH SECTION 5.0, EVALUATION OF PROPOSALS AND THE EVALUATION COMMITTEE, IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSER BE RECOMMENDED FOR APPROVAL BY THE SCHOOL BOARD FOR INVESTMENT ADVISORY SERVICES, MEETING ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE RFP.

PFM ASSET MANAGEMENT LLC

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOVE RECOMMENDED PROPOSER.

CONTRACT TERM: DATE OF AWARD THROUGH DECEMBER 31, 2026.

By: Charles O. High (Digitally Signed) Date: AUGUST 9, 2021
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



FINAL SCORE TABULATION SHEET / WITH PRESENTATIONS

Bid No:	FY21-209	
Title of Bid:	Investment Advisory Services (Rebid)	
Purchasing Agent Name:	Charles High	
Bid Opening Date:	June 24, 2021	
Evaluation Meeting:	August 5, 2021	
Proposer's Name	Total Score, Out of 120 Points	Recommended for Award
Chandler Asset Management	89	
PFM Asset Management	102	✓

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



REQUEST FOR INFORMATION

Intent to Utilize Broward County School Board Contract for Investment Advisory Services

CONTACT INFORMATION:

Ramsey Jimenez, MPA, CPPB

Senior Procurement Agent

EMAIL: rjimenez@clermontfl.org

Phone: (352) 241-7350

RFI No. **2203-005**

ISSUED DATE: March 16, 2022

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: March 22, 2022 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

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 Procurement Services Director by email.

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 Procurement Services 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: Finance
- (b) Company Information: PFM Asset Management LLC
- (c) Contract Number and Title: RFP FY21-209 Investment Advisory Services
- (d) Length of Contract: 4 Years
- (e) Product or Service Provided: Investment Advisory Services

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services 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 Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Resolution No. 2022-011R		
Requested Action		
Staff recommends approval of the Development Services Fee amendment.		
Staff Report		
The current Planning and Zoning fees on the adopted Comprehensive Fee Schedule do not include fees for a Community Development District (CDD) or recording fees. Under Florida Statutes 190.005, a Community Development District is required to pay the jurisdiction in which they will be located a \$15,000 fee to offset costs of public hearings, maintaining records, and future reviews regarding the CDD reporting. With a Community Development District coming into the City of Clermont, the fee needs to be added to the Comprehensive Fee Schedule. Staff is also requesting to add a recording fee to the Comprehensive Fee Schedule for Planning and Zoning. Currently, when a Conditional Use Permit is approved, part of the process required by the applicant is to record a one-page document with Lake County to inform any future property owners of conditions placed upon the property. By adding the recording fee to the Comprehensive Fee Schedule, staff can e-record the document with the Lake County Clerk of Courts. The cost of the recording will be invoiced to the applicant when they receive approval of their Conditional Use Permit. This would also apply to Planned Unit Developments that are required to be recorded. In this case, several pages of the document will be recorded and the cost will be invoiced to the applicant as well.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-011R -Amending Comprehensive Fee Schedule for Development Services	2022-011R -Amending Comprehensive Fee Schedule for Development Services.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2022-011R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATING TO FEES CHARGED BY THE CITY; AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR DEVELOPMENT SERVICES; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR PUBLIC ACCESS, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its Home Rule authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for Development Services; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Chapter 54, Section(s) 100-145, and is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

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

SECTION 1:

The City Council does hereby amend the Comprehensive Fee Schedule as shown in Exhibit A with double underlines indicating the addition of language.

SECTION 2: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: PUBLIC ACCESS

A copy of this Resolution shall be placed on file for review in the Office of the City Clerk.

SECTION 4: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said Resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 5: EFFECTIVE DATE

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



CITY OF CLERMONT
RESOLUTION NO. 2022-011R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 12th day of April 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

Exhibit A

City of Clermont Comprehensive Fee Schedule

Section 1 – Planning & Zoning Fees

Public Hearing Applications

1	Conditional Use Permit	\$845.00
2	Rezoning	\$542.00
3	Variance (Multiple variances for one property charged at a single fee)	Existing Square Foot Residential \$300.00 All Others \$600.00
4	Right of Way Closing	\$1,000.00
5	Annexation	\$155.00
6	Comprehensive Plan Amendment - map amendment (small-scale)	\$755.00
7	Comprehensive Plan Amendment - text and/or map amendment for 10+ acres (large-scale)	\$2,325.00

Site Plan Review

8	Commercial	\$1,300.00
9	Multifamily	\$1,300.00
10	Subdivisions	\$1,515.00
11	Commercial - Resubmittal	50% of Commercial Rate
12	Multifamily - Resubmittal	50% of Multifamily Rate

Exhibit A

City of Clermont Comprehensive Fee Schedule

Section 1 – Planning & Zoning Fees

13	Subdivisions - Resubmittal	50% of Subdivisions Rate
14	Site grading, clearance, or stormwater management plan review in absence of commencement of formal approved development construction.	\$620.00

Subdivision Plat Review

15	Final Plat	\$250 + \$8/Lot
16	Re-plat	\$300 + \$8/Lot
17	Resubmission	\$50 + \$8/Lot; Max of \$775.00
18	Plat Coordination	\$205.00

Development Permit (Zoning Clearance)

19	All Commercial (New Construction)	\$100.00
20	All Residential/Existing Commercial/Miscellaneous	\$45.00
21	Tree Removal Permit	\$25.00; If After-the-Fact \$155.00

Miscellaneous

Exhibit A

**City of Clermont
Comprehensive Fee Schedule**

Section 1 – Planning & Zoning Fees

22	Document Request (Comprehensive Plan, LDRS, etc.)	Actual reproduction costs rounded up to the nearest \$1 figure. Single page item or series of pages = \$.20/page
23	Concurrency Verification Letter (Non-binding analysis)	\$80.00
24	Zoning Verification Letter	\$55.00
25	Unity of Title	\$35.00
26	Lot Split	\$35.00
27	<u>Advertising and Recording</u>	<u>Actual Cost Billed Separately</u>
28	<u>Community Development District (CDD)</u>	<u>\$15,000.00</u>
Vacation Rental Permit & Inspection Fees		
29	Initial Permit Application Fee (per location)	\$300.00
30	Initial Inspection Fee (per location)	\$75.00
31	Annual Permit Renewal Fee and Re-Inspection Fee	\$150.00

Note: All Planning & Zoning Fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and Local Sales Taxes as applicable.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Event, Fireworks, and Open Container Request <i>4th of July Red, White & Boom</i>		
Requested Action		
Recommend approval of fireworks and an open container area at the City of Clermont's 4th of July event at Waterfront Park.		
Staff Report		
The City of Clermont is requesting to have fireworks and an open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2022, from 5:00 PM to 9:30 PM. The City will be using licensed caterer and bartender services. Attached is a map that shows the requested open container area. The City shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. July 4 - Open Container Zone	July 4 - Open Container Zone.pdf	
2. 4th of July Fireworks Barge	4th of July Fireworks Barge.pdf	

July 4th Proposed Open Container Area

The SL Trail will remain open





July 4, 2022





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Event and Open Container Request <i>Clermont Sips & Salsa</i>		
Requested Action		
Recommend to approve the cultural event "Clermont Sips & Salsa" event at Waterfront Park with open container allowance.		
Staff Report		
Requesting approval for "Clermont Sips & Salsa" on September 17th at Waterfront Park. The South Lake Chamber will provide a temporary license to sell beer, wine & spirits from 2:00 PM to 9:30 PM at the event and provide liquor & liability insurance. The Parks and Recreation Department will work with Clermont Police, Fire, and Public Works to ensure that all elements of safety have been accounted for and will be staffed accordingly during the event. The event will run from 2:00 p.m. to 10:00 p.m.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sips & Salsa Open Container Map 2022	Sips & Salsa Open Container Map 2022.pdf	



— Fencing for Open containment

BAR Two Bar locations



AGENDA ITEM

Meeting Date	
Tuesday, April 12, 2022	
Agenda Item Name	
Event and Boat Ramp Closure Request <i>Light Up Clermont</i>	
Requested Action	
Recommend to approve the allowance of the City's annual "Light Up Clermont" event in downtown Clermont with street closures and close the boat ramp for the parade on Saturday, December 3, 2022.	
Staff Report	
The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate all events during "Light Up Clermont" on December 2nd and December 3rd in Downtown Clermont. All businesses and residents impacted by the closures have been contacted via individual letter delivery. The Parks and Recreation Department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event. <u>Start: Friday, December 2, 2022 - 2 PM</u> <u>Finish and Reopen: Saturday, December 3, 2022 - 2 PM</u> -Montrose Street between Lake Avenue and 8th Street -8th Street between Montrose Street and Minneola Avenue -8th Street between Montrose Street and Desoto Street -7th Street between Montrose Street and Desoto Street <u>Start: Saturday, December 3, 2022 - 9 AM</u> <u>Finish and Reopen: Saturday, December 3, 2022 - 1 PM (Please note, as the parade pass through, parts of the parade route can start to open when it is safe to do so.)</u> <u>Primary Option A (this will be the route if Montrose Street is clear of construction)</u> -3rd Street between Orange Avenue and West Minneola -West Minneola to Lake Avenue -Lake Avenue to Montrose Street -Montrose Street to 8th Street -8th Street to West Minneola Avenue -West Minneola Avenue to West Street -West Street to West Osceola Street -West Osceola Street to 5th Street -5th Street to City Parking Lot at the South Lake Trail <u>Option B (this will be the alternate route if Montrose Street is under construction at the time)</u> -3rd Street between Orange Avenue and West Minneola Avenue -West Minneola Avenue between 3rd Street and West Avenue -West Avenue to West Osceola Street -West Osceola Street 5th Street -5th Street to City Parking Lot at the South Lake Trail	

The department is also requesting that the boat ramp be closed on Saturday, December 3, 2022, during the parade for parade participant staging. It will open for normal operations following the completion of the parade.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2022 LUC Friday Night Street Closure | 2022 LUC Friday Night Street Closure.pdf |
| 2. | Parade Route Options A and B 2022 | Parade Route Options A and B 2022.pdf |
| 3. | Notice to Area Residents and Businesses LUP 2022 LW | Notice to Area Residents and Businesses LUP 2022 LW.pdf |



2022 LUC Road Closure Request for Friday Night

- Montrose Street at Lake Ave.
- Montrose Street at 8th Street
- 8th Street at Minneola Ave. and in between Montrose St. and Desoto St.
- 7th St. at Montrose St. and at Desoto St.

Choose map location

100 3rd street, 34711 **SEARCH**

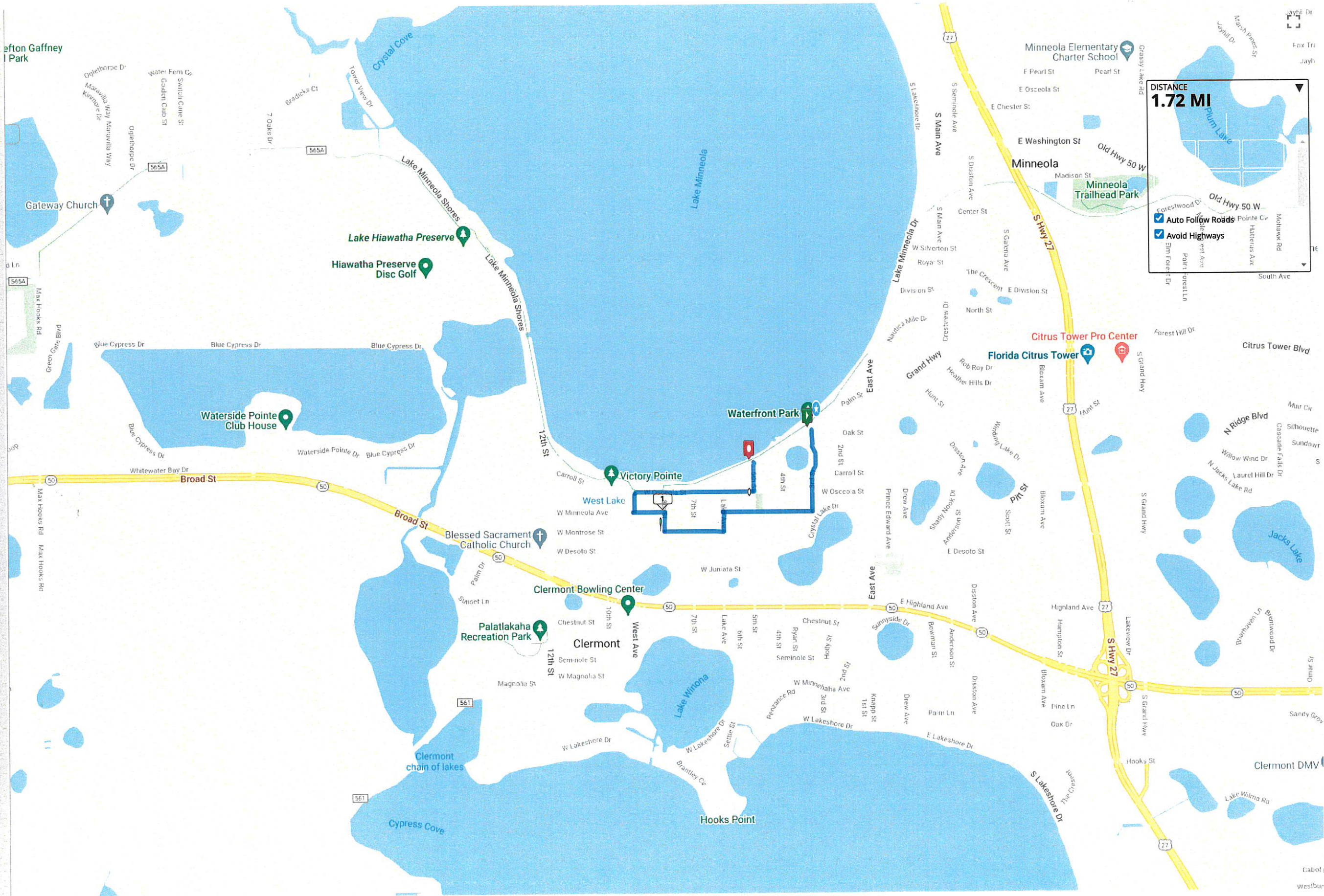
[Get Directions](#) [Import \(/workout/import/?source=file\)](#) [Help ?](#)

- Route Details
- Log as a Workout
- Directions / Notes

- 0 mi [Head south on 3rd St toward Orange Ave](#)
- 0.3 mi [Head south on 3rd St toward W Minneola Ave](#)
- 0.3 mi [Turn right onto W Minneola Ave](#)
- 0.63 mi [Head east on W Minneola Ave toward Lake Ave](#)
- 0.63 mi [Turn right onto Lake Ave](#)
- 0.7 mi [Head south on Lake Ave toward W Montrose St](#)
- 0.7 mi [Turn right onto W Montrose St](#)
- 0.92 mi [Head north on 8th St toward W Minneola Ave](#)
- 0.99 mi [Head west on W Minneola Ave toward West Ave](#)
- 1.11 mi [Head east on W Minneola Ave toward West Ave](#)
- 1.11 mi [Turn left onto West Ave](#)
- 1.18 mi [Head northeast on West Ave toward W Osceola St](#)
- 1.19 mi [Slight right onto W Osceola St](#)
- 1.61 mi [Head east on W Osceola St toward 5th St](#)
- 1.62 mi [Turn left onto 5th St](#)
- 1.72 mi [Enter the traffic circle](#)
- 1.72 mi [Destination](#)

Go MVP (https://mvp.mapmyrun.com) - No Advertisements

B



Notice to Area Residents and Businesses

Traffic Delays / Parking Restrictions / Street Closures

Dear Neighbor,

As required by the City of Clermont Special Event Policy, we are providing you this notice of the following proposed event that may impact you. This event will be presented to the Clermont City Council for approval at an upcoming council meeting. Please monitor www.clermontfl.gov for date the item will be heard.

The Light Up Clermont Event and Parade will be on Friday and Saturday, December 2 and 3, 2022. Friday night there will be a tree lighting ceremony and many holiday activities to bring in the season. the parade is scheduled to begin Saturday at 10 AM. It will start and finish at Waterfront Park. The parade will follow a new route and is expected to be completed by 12 PM.

Below are the road closure times and specific streets that will be impacted by the special event. The new parade route is located on the back of this letter. .

Restricted Parking Times & Road Closures

Start: Friday, December 2, 2022 - 2 PM

Finish and Reopen: Saturday, December 3, 2022 - 2PM

- Montrose Street between Lake Avenue and 8th Street
- 8th Street between Montrose Street and Minneola Avenue
- 8th Street between Montrose Street and Desoto Street
- 7th Street between Montrose Street and Desoto Street

Start: Saturday, December 3, 2022 - 9 AM

Finish and Reopen: Saturday, December 3, 2022 - 1 PM (Please note, as the parade pass through, parts of the parade route can start to open when it is safe to do so.)

Primary Option A (this will be the alternate route if Montrose Street is clear of construction)

- 3rd Street between Orange Avenue and West Minneola
- West Minneola to Lake Avenue
- Lake Avenue to Montrose Street
- Montrose Street to 8th Street
- 8th Street to West Minneola Avenue
- West Minneola Avenue to West Street
- West Street to West Osceola Street
- West Osceola Street to 5th Street
- 5th Street to City Parking Lot at the South Lake Trail

Option B (this will be the alternate route if Montrose Street is under construction at the time)

- 3rd Street between Orange Avenue and West Minneola Avenue
- West Minneola Avenue between 3rd Street and West Avenue
- West Avenue to West Osceola Street
- West Osceola Street to 5th Street
- 5th Street to City Parking Lot at the South Lake Trail

Signage will be posted along these routes reminding citizens of the event, road closures, and parking restrictions . . We encourage you to consider this popular event as you make your plans. .

Thank you for your patience and understanding and please know all City of Clermont employees are working diligently to present the best holiday event ever. If you have any questions or comments, please contact the City of Clermont, Parks and Recreation Department at 352-708-5975 or email mriviera@clermontfl.org.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Ordinance No. 2022-010 <i>Table</i> <i>Chicone Large-scale CPA</i>		
Requested Action		
Recommend tabling to May 10.		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2022-010 - Chicone CPA (02.16.2022 V1)	Ord. 2022-010 - Chicone CPA (02.16.2022 V1).pdf	
2. 2020-010 Before map	2020-010 Before map.pdf	
3. 2020-010 after map	2020-010 after map.pdf	
4. 2022-02-01 - Chicone Property - Conceptual Lotting Plan	2022-02-01 - Chicone Property - Conceptual Lotting Plan.pdf	
5. Chicone Justification Report 03192021	Chicone Justification Report 03192021.pdf	
6. Comp-Plan-Application-Pulte Chicone PUD	Comp-Plan-Application-Pulte Chicone PUD.pdf	
7. 2022-010 Chicone CPA DRAFT	2022-010 Chicone CPA DRAFT.docx	
8. CPA Legal Ad Chicone	CPA Legal Ad Chicone.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-010

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

PARCEL 1:

The Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 23 South, Range 26 East, Lake County, Florida, lying South of a right-of-way for a road which right-of-way is described as follows: Beginning 1348 feet South of the Northeast corner of Section 24, Township 23 South, Range 26 East; run thence Westerly 2590 feet to a point 1369 feet due South of the North line of Section 24; run thence Northwest to a point on the North and South center Section line of Section 24, 1325 feet South of the North 1/4 corner of said Section 24; run thence West to the East boundary of the West 1/2 of the Northwest 1/4 of said Section 24; thence South along said East line of the West 1/2 of the Northwest 1/4 of said Section 24, 20 feet; thence East to a point on the North and South center line of Section 24, 1345 feet South of the North 1/4 corner of said Section 24; thence Southeasterly to a point 1389 feet due South



CITY OF CLERMONT
ORDINANCE NO. 2022-010

of the North line of said Section 24; thence Easterly 2590 feet to a point on the East line of said Section 24, 1368 feet South of the Northeast corner of said Section 24; thence North 20 feet to the Point of Beginning. Also a perpetual easement and right-of-way for ingress and egress over and upon the land lying within aforesaid right-of-way.

PARCEL 2:

The Northwest 1/4 of the Northwest 1/4 of Section 24 and the East 15 feet of the Northeast 1/4 of the Northeast 1/4 of Section 23 all in Township 23 South, Range 26 East, Lake County, Florida.

and

The North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 23 South, Range 26 East, in Lake County, Florida.

and

The North 1/2 of the Northeast 1/4 of the Northwest 1/4, and the North 1/2 of the North 1/2 of the Northeast 1/4, all in Section 24, Township 23 South, Range 26 East, Lake County, Florida.

and

The South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 23 South, Range 26 East, Lake County, Florida.

and

The South 1/2 of the Northeast 1/4 of the Northwest 1/4, and the South 1/2 of the North 1/2 of the Northeast 1/4, plus the strip of land lying North of the center line of the clay road, along the Northern line of the South 1/2 of the Northeast 1/4, all in Section 24, Township 23 South, Range 26 East, Lake County, Florida.

LESS AND EXCEPT: The Westerly 45.00 feet of the Southerly 35.00 feet of the Northerly 48.00 feet of the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 23 South, Range 26 East, Lake County, Florida.

Ross Parcels

The Southwest 1/4 of the Northwest 1/4 of Section 24, and the East 15 feet of the Southeast 1/4 of the Northeast 1/4 of Section 23, all in Township 23 South, Range 26 East, in Lake County, Florida.

Fabry Parcel 1

All that part of the SW 1/4 of the NE 1/4 of Section 24, Township 23 South, Range 26 East, lying South of a right of way for road which right of way is described as follows: Beginning 1348 feet South of the Northeast corner of Section 24, Township 23 South, Range 26 East, run thence Westerly 2590 feet to a point 1369 feet due South of the North line of Section 24, run thence Northwest to a point on the North and South center Section line of Section 24, 1325 feet South of the North 1/4 corner of said Section 24, run thence West to the East boundary of the West 1/2 of the NW 1/4 of said Section 24, thence South



CITY OF CLERMONT
ORDINANCE NO. 2022-010

along said East line of the West 1/2 of the NW 1/4 of said Section 24, 20 feet, thence East to a point on the North and South center line of said Section 24, 1345 feet South of the North 1/4 corner of said Section 24, thence Southeasterly to a point 1389 feet due South of the North line of said Section 24, thence Easterly 2590 feet to a point on the East line of said Section 24, 1368 feet South of the Northeast corner of said Section 24, thence North 20 feet to the Point of Beginning, said lands lying and being in Lake County, Florida. ALSO a perpetual easement and right of way for ingress and egress over and upon the lands lying within the aforesaid right of way, said land lying and being in Lake County, Florida.

Fabry Parcel 2

West 1/2 of North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 23 South, Range 26 East, lying South of a right of way for road which right of way is described as follows: Beginning 1348 feet South of the Northeast corner of Section 24, Township 23 South, Range 26 East, run thence Westerly 2590 feet to a point 1369 feet due South of the North line of Section 24, run thence Northwest to a point on the North and South center Section line of Section 24, 1325 feet South of the North 1/4 corner of said Section 24, run thence West to the East boundary of the West 1/2 of the NW 1/4 of said Section 24, thence South along said East line of the West 1/2 of the NW 1/4 of said Section 24, 20 feet, thence East to a point on the North and South center line of said Section 24, 1345 feet South of the North 1/4 corner of said Section 24, thence Southeasterly to a point 1389 feet due South of the North line of said Section 24, thence Easterly 2590 feet to a point on the East line of said Section 24, 1368 feet South of the Northeast corner of said Section 24, thence North 20 feet to the Point of Beginning, said lands lying and being in Lake County, Florida. ALSO a perpetual easement and right of way for ingress and egress over and upon the lands lying within the aforesaid right of way, said land lying and being in Lake County, Florida.

Property as shown hereon contains: 13,220,321 square feet or 303.50 acres more or less

LOCATION

3 miles east of Schofield Road and US Hwy 27 intersection
West of the Orange County line, adjacent to McKinney Road
Approx. 304 +/- Acres
Alternate Keys 1029198, 2689919, 1122848, 1070970, 1029201, 1594545

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: WELLNESS WAY 3
TO CITY OF CLERMONT: MASTER PLANNED DEVELOPMENT

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.

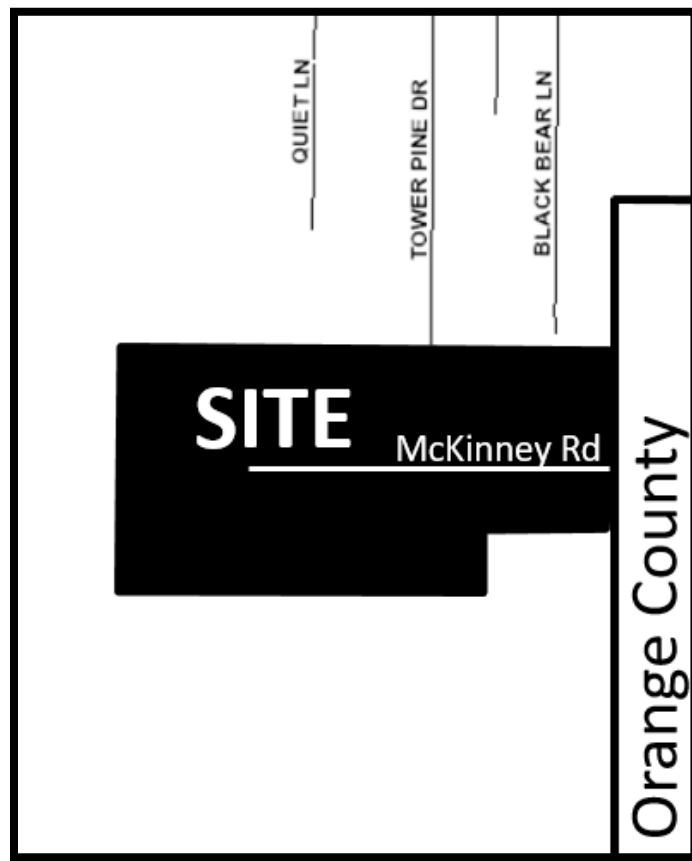
SECTION 3.

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 after a period of thirty days plus one following its Second Reading and Final Passage.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2022-010

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of May, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

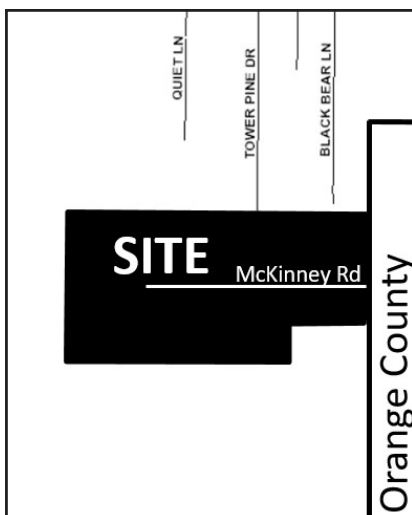
CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN

ORDINANCE NO. 2022-010

The City of Clermont will hold public hearings on Tuesday, March 1, 2022 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 8, 2022 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 property below from Lake County Wellness Way 3 to City of Clermont Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, May 24, 2022 (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:

3 miles east of Schofield Road and US Hwy 27 intersection
West of the Orange County line, adjacent to McKinney Road
Approx. 304 +/- Acres

Alternate Keys 1029198, 2689919, 1122848, 1070970,
1029201, 1594545

ORDINANCE #2022-010:

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 will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7335 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (first floor, City Hall) between 8 A.M. and 5 P.M. Monday through Friday.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Ordinance No. 2022-012 <i>Introduction</i> <i>New Beginnings CPA</i>		
Requested Action		
Recommend introduction of Ordinance 2022-012.		
Staff Report		
The applicant, New Beginnings of Central Florida Inc., has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment and the second request is for a rezoning to a Planned Unit Development (PUD) to grant approval to construct six (6) small multi-family units and to continue to use the property for the New Beginnings thrift store and office. The applicant is requesting an amendment to the Future Land Use Map to change the property from Industrial to Commercial for a 2.3 acre site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection. The property has historically been used for industrial uses since the mid-1980s. However, the property was converted to a commercial use in 2009, which is indicative of the area. The property and existing 11,470 square foot building is currently being used for retail/commercial use as the New Beginnings Thrift Store. The applicant desires to add a residential component to the project to offer people with the New Beginnings program an affordable place to live while receiving job training and employment re-establishment. New Beginnings of Central Florida, Inc., is a non-profit organization. The applicant is requesting an amendment to the Future Land Use Map to change the property from Industrial to Commercial since residential uses are not allowed in Industrial, as directed under Policy 1.10.1 of the City's Future Land Use Element. The existing retail thrift store is an allowable use under the Industrial future land use. The applicant's request to change to the Commercial future land use allows residential uses along with continuing the commercial use, as directed under Policy 1.9.1 of the City's Future Land Use Element. The change in land use reduces the density of building area permissible from a floor area ratio of 1.0 down to 0.25. This change also reduces the opportunity of intensive industrial uses in an area that has transitioned to more commercial and residential uses over the past several decades. A more comprehensive review is in the attached staff analysis report. Staff has reviewed the applicant's request to change the future land use from Industrial to Commercial. The existing commercial use of the thrift store and proposed residential component is in conformance with the proposed Commercial future land use. The reduction in intensity of land uses in this area is consistent with the development activity over the past 20 years, which is supportive of the downgrade from Industrial to Commercial future land use. Therefore, staff recommends approval of Ordinance No. 2022-012.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Ord 2022-012 - New Beginnings CPA (03.09.2022)	Ord 2022-012 - New Beginnings CPA ORDINANCE (03.09.2022).pdf
2.	New Beginnings sixplex Maps	New Beginnings sixplex Maps.pdf
3.	New Beginnings Housing Concept - 3-28-22	New Beginnings Housing Concept - 3-28-22.pdf
4.	Staff Analysis New Beginnings V2	Staff Analysis New Beginnings V2.pdf
5.	New Beginnings CPA-Citrus Tower	New Beginnings CPA-Citrus Tower.pdf
6.	SSCPA Legal Ad New Beginnings	SSCPA Legal Ad New Beginnings.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-012

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND 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 to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

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

PARCEL 1:

THE NORTH 324.2 FEET OF THE WEST 268.72 FEET OF TRACT 5, IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

AND

PARCEL 2:

THE NORTH 50 FEET OF THE WEST 268.72 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE WEST ½ OF TRACT 5, IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 324.2 FEET OF THE WEST 268.72 FEET THEREOF.

LOCATION

Site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection,
Currently used as New Beginnings Thrift Store.
Alternate Key #3801361
2.30 +/- Acres



CHANGE IN FUTURE LAND USE DESIGNATION:

FROM: INDUSTRIAL
TO: COMMERCIAL

SECTION 2: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2022-012

SECTION 3: SEVERABILITY

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

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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. 2022-012

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of April 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – New Beginnings 6-plex



Exhibit – Future Land Use Map – New Beginnings 6-plex

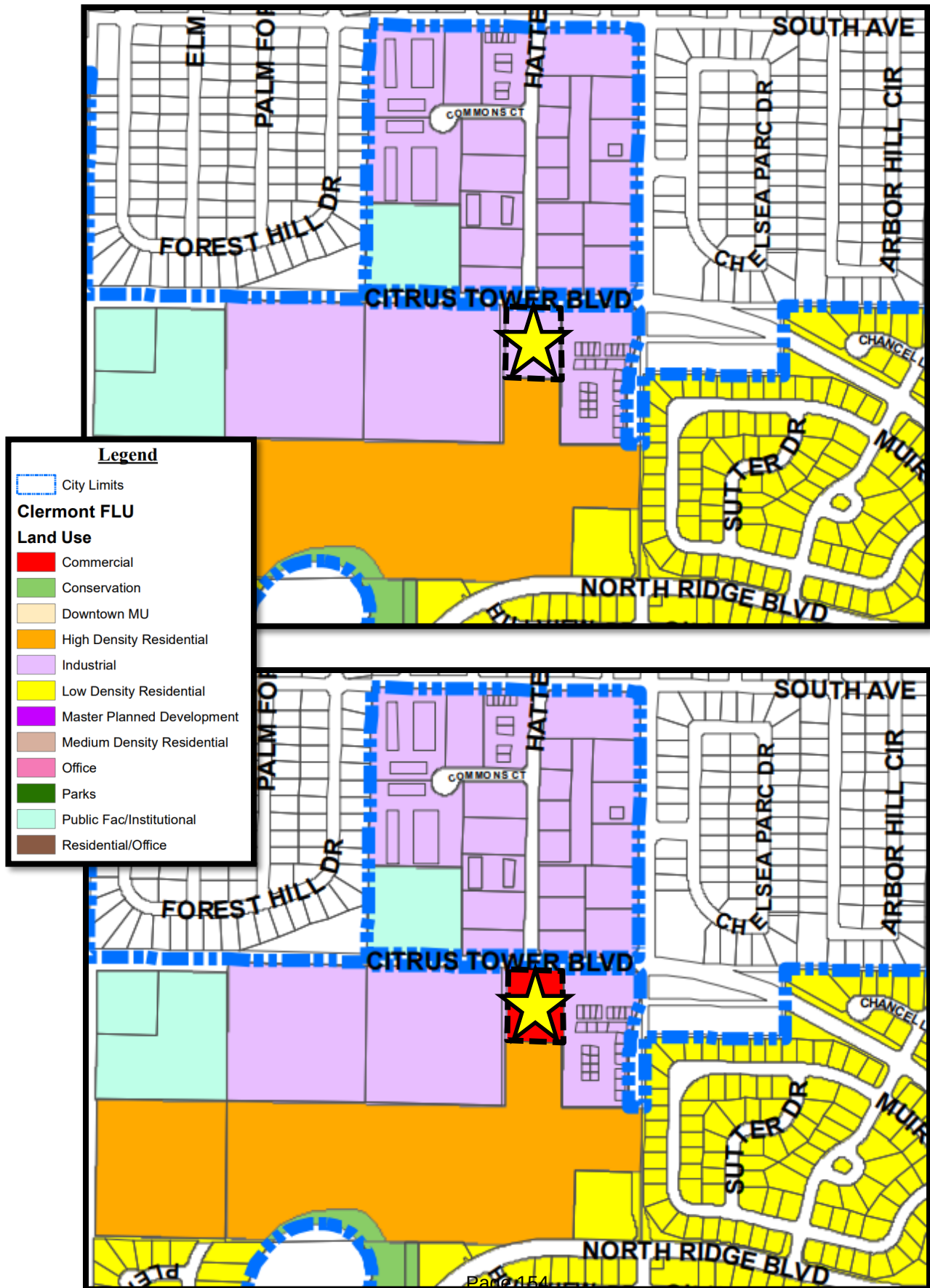
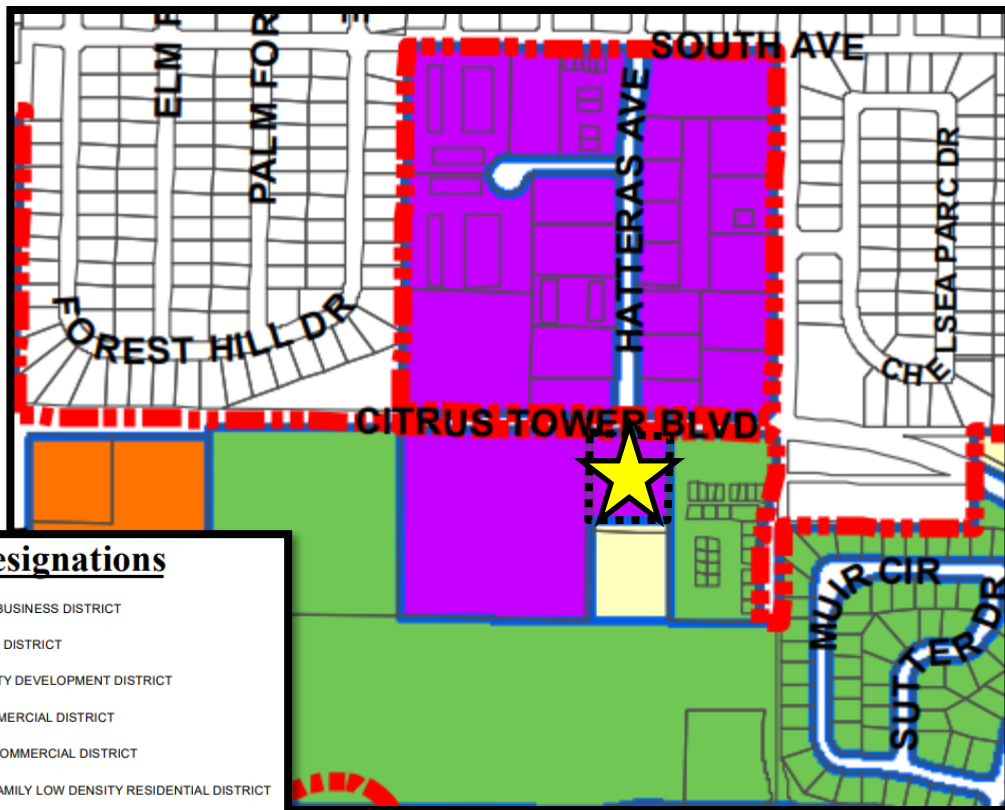
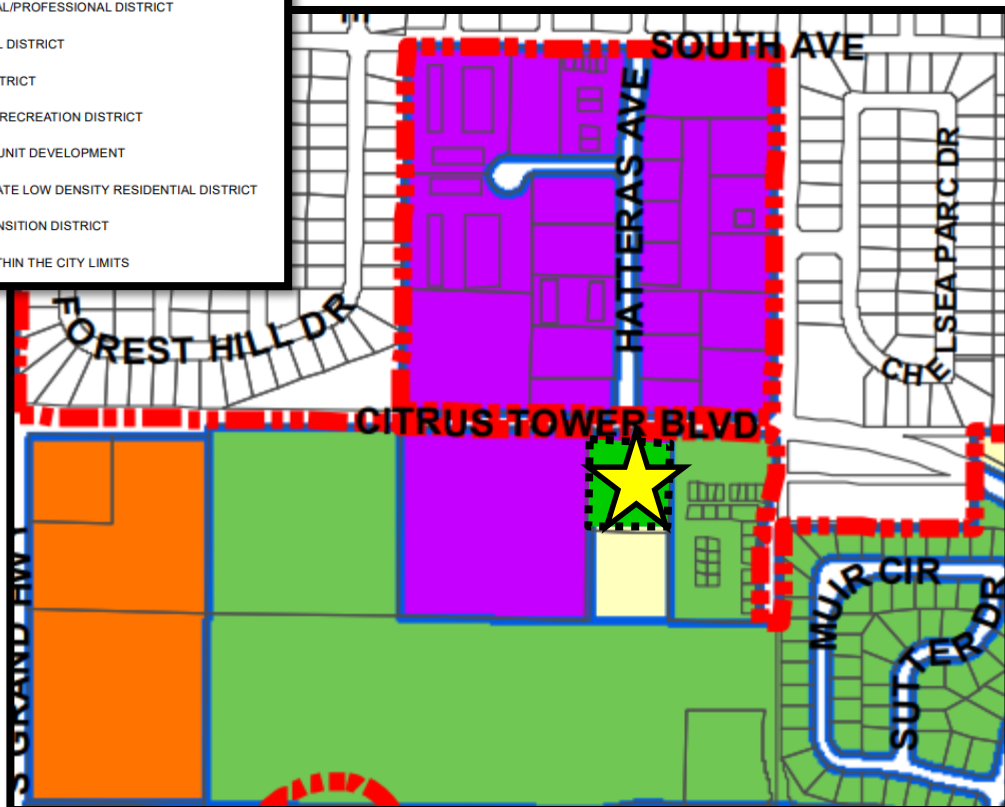


Exhibit – Zoning Map – New Beginnings 6-plex



Zoning Designations

	CBD CENTRAL BUSINESS DISTRICT
	CD COMMERCE DISTRICT
	CDD COMMUNITY DEVELOPMENT DISTRICT
	C-1 LIGHT COMMERCIAL DISTRICT
	C-2 GENERAL COMMERCIAL DISTRICT
	R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
	R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
	R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
	M-1 INDUSTRIAL DISTRICT
	O-1 OFFICE DISTRICT
	PR PARKS AND RECREATION DISTRICT
	PUD PLANNED UNIT DEVELOPMENT
	UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
	UT URBAN TRANSITION DISTRICT
	AREAS NOT WITHIN THE CITY LIMITS





CITY OF CLERMONT

Staff Analysis Report

OWNER: New Beginnings of Central Florida, Inc.

APPLICANT: Steve Smith

PROJECT NAME: New Beginnings Village

REQUESTED ACTION: The applicant has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment to change the property from Industrial to Commercial. The second request is for a rezoning to a Planned Unit Development (PUD) to grant approval to construct six (6) small multi-family units and to continue to use the property for the New Beginnings thrift store and office.

SIZE OF PARCEL: 2.3 +/-acres

LOCATION: Site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection, currently used as New Beginning Thrift Store.

EXISTING ZONING: Industrial

EXISTING LAND USE: 11,470 square foot building used for retail/office use

FUTURE LAND USE CATEGORY: Industrial

BACKGROUND

The subject property, approximately 2.3 acres, has historically been used for industrial uses since the mid-1980s. The current 11,470 square foot building was constructed in 1985 and has historically been used for office/warehouse uses. The property is currently zoned Industrial and the future land use is Industrial. This area of the City has historically been used for Industrial type uses, but it has slowly been converted over to more Commercial and Residential uses within the past twenty years. In 2009, the building was converted into commercial use. In February of 2015, New Beginnings acquired the operation at the location and continues to use it as a commercial use.



The applicant is requesting the ability to construct a single building in the rear of the property consisting of six, 600 square foot living units. These units are planned to be used for people within the New Beginnings program to offer them a place to live while receiving job training and employment re-establishment with the goal of moving on to Woodwinds or another housing option once they regain financial independence. The applicant has indicated this is a need in our community and desires to offer this option.

The Industrial future land use and Industrial zoning does not allow residential uses. Therefore; the applicant is requesting the change to Commercial future land use to allow residential uses along with a rezoning to a Planned Unit Development to allow the residential and commercial uses to coincide on the property. The applicant desires to continue the New Beginnings Thrift Store along with this new residential opportunity.

Small Scale Comprehensive Plan Amendment

The applicant is requesting an amendment to the Future Land Use Map to change the property from Industrial to Commercial since residential uses are not allowed in Industrial, as directed under Policy 1.10.1 of the City's Future Land Use Element. The existing retail thrift store is an allowable use under the Industrial future land use. The applicant's request to change to the Commercial future land use allows residential uses along with continuing the commercial use, as directed under Policy 1.9.1 of the City's Future Land Use Element. The change in land use reduces the density of building area permissible from a floor area ratio of 1.0 down to 0.25. This change also reduces the opportunity of intensive industrial uses in an area that has transitioned to more commercial and residential uses over the past several decades.

PUD Amendment

The applicant is requesting a rezoning from Industrial to a Planned Unit Development zoning. The applicant desires to add an affordable housing option at the New Beginnings Thrift Store location. The property was originally developed in 1985 for an industrial use with 11,470 square foot building used for storage and office use. The area around the building was used for parking of equipment and vehicles, as seen below in an aerial photograph from 2004.



Since that time, the area has transitioned from heavy industrial to more residential and commercial uses. In order to provide a residential component on the property, the current industrial zoning does not allow residential uses. The property adjacent to the south is currently used as apartments, constructed in 2006, a Family Dollar store northeast of the site constructed in 2015, a Duke Energy training facility to the west and a new flex office industrial use park under construction to the east. The applicant is aware of the current land uses and desires to add the residential component.

The overall project area is 2.3 acres. The rear of the property is currently vacant and this is where the applicant desires to construct a single, six unit residential building. Each living unit will be a minimum of 600 square feet living and will consist of two bedrooms and one bath. Each unit will be offered to a family unit that has enlisted in the New Beginnings training program. No individual bedrooms will be rented. New Beginnings is a non-profit organization that provides people with assistance that have lost their job, home and hope. The applicant has indicated that once the family unit is financially stable, then rent will be collected that will not exceed 60% Area Median Income for our area. The current Area Median Income (AMI) for the Orlando area, as determined by HUD in 2022, is \$70,800 for a family of four. This translates to a monthly rent maximum of \$1,062 a month ($70,800 \times 60\% \text{ AMI} = 42,480$ a year income/ 12 months = 3,540 a month $\times 30\%$ housing expense = \$1,062 monthly housing expense). A condition has been added to the PUD to ensure the applicant follows this rental commitment.

The applicant desires to continue the thrift store use in the 11,470 square foot building along with adding some accessory structures. The applicant has indicated that they would like to add a 30 feet by 40 feet metal canopy structure adjacent to the rear of the existing building. The applicant has indicated that this is the receiving area of goods coming into the thrift store. In addition, the applicant is requesting to keep two 8 feet by 40 feet metal storage containers for goods as well along with two dumpsters. A 16 feet by 20 feet tool shed is also being requested.

The applicant has agreed to bring the site into conformance with majority of the Land Development Codes. This includes removing the barbed wire fencing at the top of the existing fencing, installing landscaping along the Citrus Tower right of way, connecting the sidewalk along Citrus Tower between the adjacent properties, and bringing the current signage into conformance with code. In addition, the applicant is working on renovation plans to improve the existing exterior of thrift store.

The applicant is requesting two waivers to the code. The two waivers include:

1. To allow the existing crushed concrete in the rear portion of the property to be used for parking instead of improving to City standard.
2. To eliminate the perimeter landscape requirement along the property lines to the east, south and west. Landscaping will be install along the Citrus Tower right of way and in front of the proposed six-plex.

STAFF RECOMMENDATION:

Small Scale Amendment: Staff has reviewed the applicant's request to change the future land use from Industrial to Commercial. The existing commercial use of the thrift store is in conformance with the proposed Commercial future land use. The proposed residential component is not allowed in the Industrial future land use. The reduction in intensity of land uses in this area is consistent with the development activity over the past 20 years, which is supportive of the downgrade from Industrial to Commercial future land use. Therefore, staff recommends approval of Ordinance No. 2022-12.

PUD Amendment: Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The proposed residential use does not appear to have an impact on traffic conditions that would be noticeable and would be considered De minimis. The property is currently being served by public utilities and the additional demand can be provided by the City. The addition of the residential component would be in a close proximity in relationship to the existing residential uses to the south. Since the applicant's request is out of the ordinary for a commercial/residential project, the Planned Unit Development zoning offers the ability to consider the proposal as presented. Staff is supportive of the project if it develops according to the proposed site plan and the applicant manages the residential component as indicated. Staff has placed conditions within the ordinance to assist with the operation of the project. Therefore, staff recommends approval of Ordinance No. 2022-013.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: JANUARY 20,2022

FEE: 755

Project Name (if applicable): NEW BEGINNINGS VILLAGE

Applicant: NEW BEGINNINGS OF CENTRAL FLORIDA, INC

Contact Person: STEVE SMITH

Address: PO BOX 12112

City: CLERMONT State: FL Zip: 34711

Phone: 4075950179 Fax:

E-Mail: stevesmith@nbcfl.org

OWNER: NEW BEGINNINGS OF CENTRAL FL, INC

Address: 415 CITRUS TOWER BLVD

City: CLERMONT State: FL Zip: 34711

Phone: 4075950179 Fax:

E-Mail: stevesmith@nbcfl.org

General Location:

CORNER OF HADERAS AND CITRUS TOWER BLVD

Legal Description (include copy of survey): CLERMONT LAIKE HIGHLANDS 2-22 26 N 374 FT
OF W 268 72 FT OF TRACT 5PB 30 ORB PG 1887

Property size (in acres or square feet):

Flood hazard area (yes) and approx. acreage 2.3M (no)X

Existing (Actual) Land Use: M1 INDUSTRIAL DISTRICT

Existing Zoning: C2 COMMERCIAL

Existing Future Land Use: MI INDUSTRIAL

Proposed Future Land Use: COMMERCIAL

Type of development proposed: 6 SINGLE STORY TOWNHOMES



Proposed density (dwelling units/acre) or intensity: 3 UNITS/ACRE

Proposed Zoning District: COMMERCIAL

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).

ADULTS USED TO BE TRANSPORTED FROM HOMES OWNED BY NEW BEGINNINGS TO THE TRAINING CENTER LOCATED AT 415 CITRUS TOWER BLVD. THE PREVIOUS HOMES WERE SOLD DUE TO EXTENSIVE MAINTENANCE REQUIRED WITH INTENT LOCATING HOUSING ON PROPERTY WHERE TRAINING CENTER CURRENTLY EXISTS. THIS IS THE ONLY AGENCY IN CLERMONT PEOPLE WHO HAVE LOST THEIR JOB AND HOME TO HAVE A PLACE TO LIVE AND REABILITATE.

THE CURRENT RETAIL STORE HAS AMPLE PARKING FOR CUSTOMERS BASED ON ITS 5,000 SQ FT SHOWROOM AND A SMALL STAFF WHO USE THE OFFICES.

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

Steve Smith

_____, 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
Industrial _____ 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.

Steve Smith
Affiant - Applicant Name (print)

X Steve Smith
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 21st day of January, 2022.



JAN R. CRAGO
Commission # GG 238348
Expires September 13, 2022
Bonded Thru Budget Notary Services

X Jan R. Crago
Notary Public, State of Florida at Large

My Commission Expires: 9/13/2022



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Steve Smith

, 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 INDUSTRIAL to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Steve Smith 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.

Steve Smith
Affiant - Applicant Name (print)

X Steve Smith
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 3rd day of February, 2022.

X Dawn Stalaker
Notary Public, State of Florida

My Commission Expires:



Addendum for New Beginnings Village

Over the past 14 years New Beginnings has helped people who have lost their job, home and hope by providing them counseling, job training and free housing. Over these past 14 years over 500 adults have come thru our program that lasts from 3-9 months. They leave the program once they have secured stable income and move into affordable housing, such as Woodwinds. Due to the high maintenance of the properties that we owned in downtown Clermont, they have recently been sold. This housing were used for those seeking job training and counseling and we need to replace them with homes located at our training center located at 415 Citrus Blvd. Because we own 2.3 acres, of which much is vacant land, we want to build six 2 bedroom homes each having 600 sq ft of living space along the south side facing the 2 story multifamily apts. To accomplish this we are seeking 3 waivers:

1. Because our trainees do not have cars we are asking for a waiver to only have 1 gravel parking space in front of each unit and 1 paved parking for handicap.
2. We are asking for a waiver to allow the existing crushed concrete (instead of concrete) to remain as it is sufficient and strong enough for fire trucks to drive on. (dump trucks pick up trash here weekly).
3. Because the east, west and north adjacent neighbors are commercial and the south side is a 2 store multifamily apt community, who all have landscape surrounding us, we are asking to waive the requirement to install landscaping and sprinklers around the perimeter of our property (1,256 lineal ft). We will landscape around the front of the proposed 6 plex building. Because we are located about 50 ft away from the apts on the south side which is separated by existing landscaping and a retention pond, we do not feel it prudent to install more landscaping along the south side. (see attached view from our property looking south towards the 2 story apts)

CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small Scale Comprehensive Plan Amendment
ORDINANCE NO. 2022-012

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, April 5, 2022 at 6:30 PM., and a public meeting will be held before the Clermont City Council on Tuesday, April 26, 2022 at 6:30 PM. for the final reading of the adoption ordinance to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 2.30 +/- acre parcel below from Clermont Industrial to Clermont Commercial Land Use Designation. (Alternate Key #3801361).



Location:

Site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection,
Currently used as New Beginnings Thrift Store.
Alternate Key #3801361
2.30 +/- Acres

ORDINANCE NO. 2022-012

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment.

The proposed amendment may be inspected at the City's Development Services Department located on the first floor of City Hall, between 8 AM and 5 PM Monday through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 12, 2022	
Agenda Item Name	
Ordinance No. 2022-013 <i>Introduction</i> <i>New Beginnings PUD</i>	
Requested Action	
Recommend introduction of Ordinance 2022-013.	
Staff Report	
The applicant, New Beginnings of Central Florida Inc., is requesting a rezoning from Industrial to a Planned Unit Development zoning. The applicant desires to add an affordable housing option at the New Beginnings Thrift Store location. The current Industrial zoning does not permit residential use on the property. The property is a 2.3 acre site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection. The property was originally developed in 1985 for industrial use with an 11,470 square foot building used for storage and office use. The area around the building was used for parking of heavy equipment and vehicles. The applicant is requesting the ability to construct a single building in the rear of the property consisting of six (6), 600 square feet living units. These units are planned to be used for people within the New Beginnings program to offer them a place to live while receiving job training and employment re-establishment with the goal of moving on to Woodwinds or another housing option once they regain financial independence. The applicant has indicated this is a need in our community and desires to offer this option. New Beginnings is a non-profit organization. The applicant desires to continue the thrift store use in the 11,470 square foot building along with adding some accessory structures. The applicant has indicated that they would like to add a 30 feet by 40 feet metal canopy structure adjacent to the rear of the existing building. The applicant has indicated that this is the receiving area of goods coming into the thrift store. In addition, the applicant is requesting to keep two 8 feet by 40 feet metal storage containers for goods as well as two dumpsters. A 16 feet by 20 feet tool shed is also being requested. The applicant has agreed to bring the site into conformance with the majority of the Land Development Codes except for two waivers. The two waivers include: (1) to allow the existing crushed concrete in the rear portion of the property to be used for parking instead of improving to City standard and (2) to eliminate the perimeter landscape requirement along the property lines to the east, south and west. Landscaping will be installed along the Citrus Tower right of way and in front of the proposed six-plex. A more comprehensive review is in the attached staff analysis report. Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The proposed residential use does not appear to have an impact on traffic conditions, which would be noticeable and would be considered De minimis. The property is currently being served by public utilities and the additional demand can be provided by the City. The addition of the residential component would be in close proximity in relationship to the existing residential uses to the south. Since the applicant's request is unique for a commercial/residential project, the Planned Unit Development zoning offers the ability to consider the proposal as presented. The staff is supportive of the project if it develops according to the proposed site plan and the applicant manages the residential component as indicated. Staff have placed conditions within the ordinance to assist with the operation of the project. Therefore, staff recommends approval of Ordinance No. 2022-013.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2022-013 New Beginnings REZ (03.29.2022)	Ord 2022-013 New Beginnings REZ (03.29.2022).pdf
2.	New Beginnings sixplex Maps	New Beginnings sixplex Maps.pdf
3.	New Beginnings Housing Concept - 3-28-22	New Beginnings Housing Concept - 3-28-22.pdf
4.	Staff Analysis New Beginnings V2	Staff Analysis New Beginnings V2.pdf
5.	New Beginnings Rezoning-Citrus Tower	New Beginnings Rezoning-Citrus Tower.pdf
6.	backup	backup.pdf
7.	REZ Legal Ad New Beginnings	REZ Legal Ad New Beginnings.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-013

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 324.2 FEET OF THE WEST 268.72 FEET OF TRACT 5, IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

AND

PARCEL 2:

THE NORTH 50 FEET OF THE WEST 268.72 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE WEST ½ OF TRACT 5, IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 324.2 FEET OF THE WEST 268.72 FEET THEREOF.

LOCATION

Site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection,
Currently used as New Beginnings Thrift Store.

Alternate Key #3801361

2.30 +/- Acres



REQUESTED ACTION:

**To rezone the property from M-1 Industrial zoning to
Planned Unit Development (PUD) zoning to allow residential and commercial uses**

SECTION 2. GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 6-unit multi-family residential Planned Unit Development along with C-2 General Commercial uses; 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 New Beginnings Concept Plan prepared by Highland Engineering, Inc., dated 03-16-2022. 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.



CITY OF CLERMONT
ORDINANCE NO. 2022-013

4. 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's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. 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.

SECTION 3. LAND USES AND SPECIFIC CONDITIONS

1. The PUD Concept Plan shows an existing 11,470 square foot building fronting on Citrus Tower Boulevard that will be permitted for C-2 General Commercial Use, including office and retail sales. To the rear of this building, one additional building consisting of 6 housing units may be constructed. Each unit shall be a minimum of 600 square feet living space.
2. Setbacks for the existing commercial building

From Citrus Tower	25 feet from the property line
East property line:	3 feet from the property line
West property line:	12 feet from the property line
South property:	25 feet from the property line
3. Setbacks for the multi-family building

From Citrus Tower	25 feet from the property line
East property line:	12 feet from the property line
West property line:	12 feet from the property line
South property:	25 feet from the property line
4. In the spirit of providing affordable temporary housing, each housing unit shall not exceed the rental rate of 60% of the Area Median Income (AMI). This is to be determined on a yearly basis by the Area Median Income (AMI) for the City of Clermont, as defined each year by the U.S. Department of Housing and Urban Development (HUD) for the Orlando-Kissimmee-Sanford, FL MSA. This shall be for a minimum of 30 years.
5. One family unit shall only be allowed per rental unit. Bedrooms shall not be individually rented.
6. The multi-family building shall be constructed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations.
7. The City of Clermont Fire Marshall shall determine the feasibility and design of the access point and the necessary means of ingress/egress to the residential development at the time of site plan review and approval. The multi-family building will be required to be sprinkled, as required by the applicable Fire Code.

8. The applicant is requesting the ability to use two (2) 8 feet by 40 feet outside storage containers behind the commercial building for product used in the retail sales operation. The container placement and use must be in accordance with applicable Fire Code and those of other appropriate jurisdictional entities. If the containers become unsightly, house and produce rodents or vermin, or any other health, safety and welfare issue is observed and verified, the containers shall be removed.
9. The applicant is requesting the placement and use of a 30 feet by 40 feet metal canopy on a permanent basis located behind the 11,470 square foot building for the receiving and sorting of thrift store items. The canopy use must be in accordance with applicable Fire Code and those of other appropriate jurisdictional entities. If the canopy become unsightly, house and produce rodents or vermin, or any other health, safety and welfare issue is observed and verified, the canopy shall be removed.
10. The applicant is requesting the placement and use of a 16 feet by 20 feet shed on a permanent basis located adjacent to the 11,470 square foot building. The shed use must be in accordance with applicable Fire Code and those of other appropriate jurisdictional entities. If the canopy become unsightly, house and produce rodents or vermin, or any other health, safety and welfare issue is observed and verified, the tent shall be removed.
11. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the C-2 General Commercial Zoning Designation and the proposed 6 multi-family units will be null and void.
12. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
13. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4: WAIVERS

1. The applicant is requesting a waiver to use the existing gravel parking area behind the existing commercial building for parking in lieu of upgrading this area of the parking lot to City standards. Handicap parking along with ADA accessibility to the multi-family building will be required.
2. The applicant is requesting a waiver to eliminate the perimeter landscape buffer requirement along the property lines. A landscape buffer along Citrus Tower Boulevard right-of-way will be installed.



CITY OF CLERMONT
ORDINANCE NO. 2022-013

SECTION 5: CONFLICT

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

SECTION 6: SEVERABILITY

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 7: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8: RECORDING

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

SECTION 9: PUBLICATION & EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2022-013

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – New Beginnings 6-plex



Exhibit – Future Land Use Map – New Beginnings 6-plex

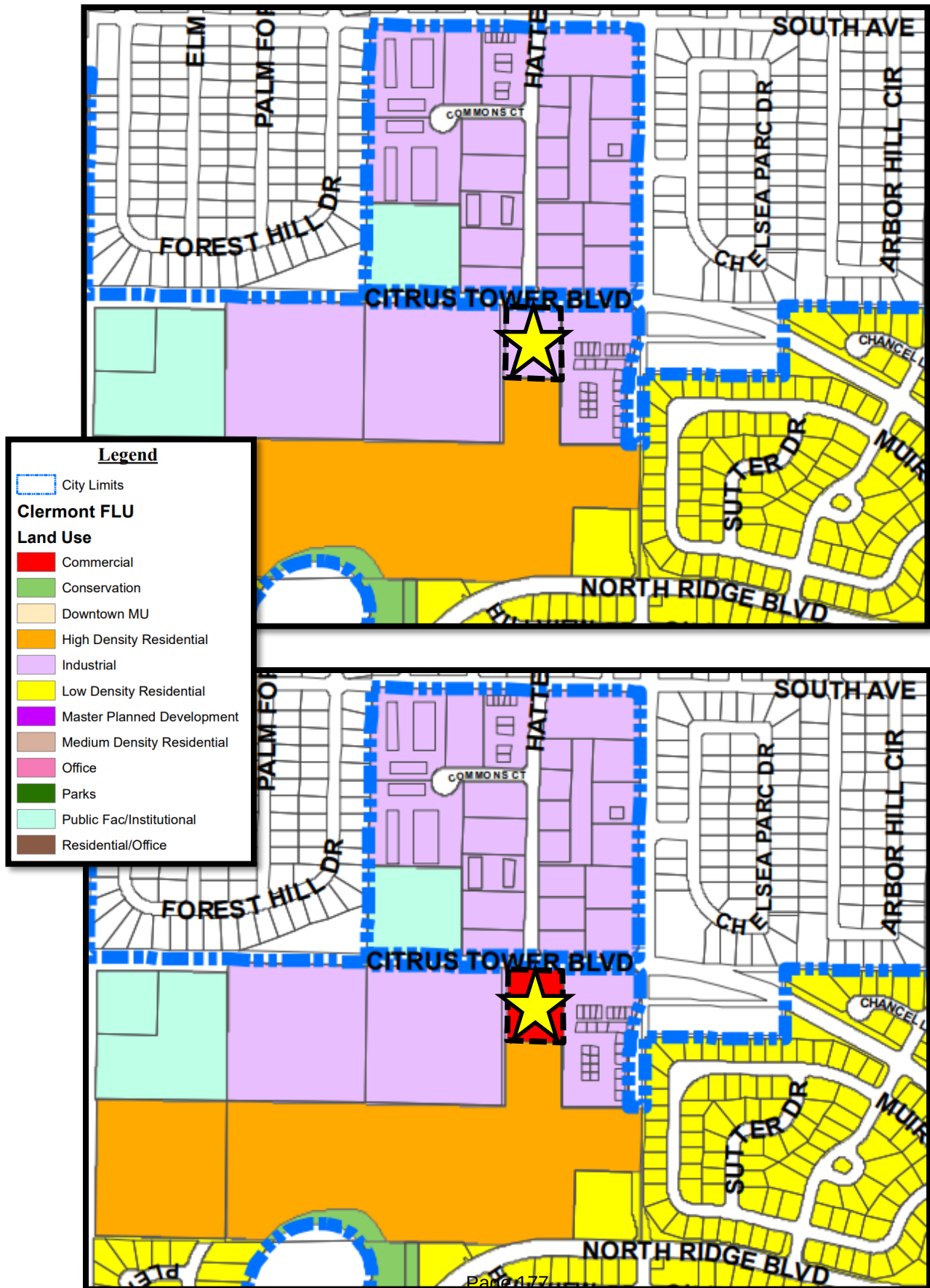
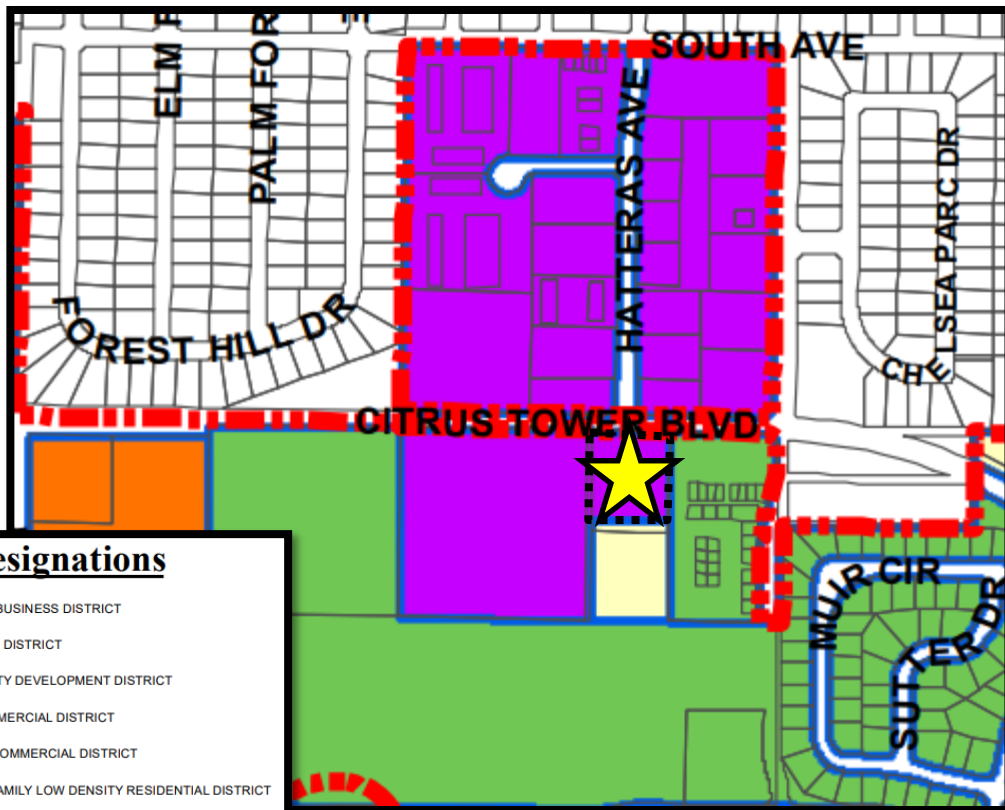
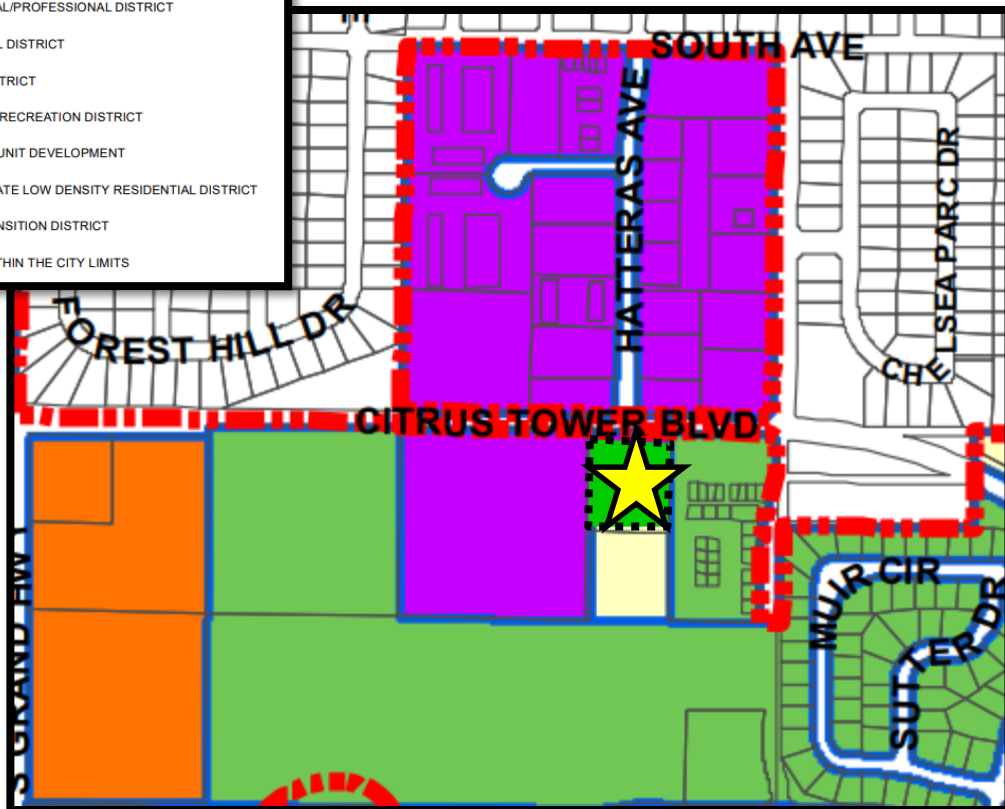


Exhibit – Zoning Map – New Beginnings 6-plex



Zoning Designations

	CBD CENTRAL BUSINESS DISTRICT
	CD COMMERCE DISTRICT
	CDD COMMUNITY DEVELOPMENT DISTRICT
	C-1 LIGHT COMMERCIAL DISTRICT
	C-2 GENERAL COMMERCIAL DISTRICT
	R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
	R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
	R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
	M-1 INDUSTRIAL DISTRICT
	O-1 OFFICE DISTRICT
	PR PARKS AND RECREATION DISTRICT
	PUD PLANNED UNIT DEVELOPMENT
	UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
	UT URBAN TRANSITION DISTRICT
	AREAS NOT WITHIN THE CITY LIMITS





CITY OF CLERMONT

Staff Analysis Report

OWNER: New Beginnings of Central Florida, Inc.

APPLICANT: Steve Smith

PROJECT NAME: New Beginnings Village

REQUESTED ACTION: The applicant has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment to change the property from Industrial to Commercial. The second request is for a rezoning to a Planned Unit Development (PUD) to grant approval to construct six (6) small multi-family units and to continue to use the property for the New Beginnings thrift store and office.

SIZE OF PARCEL: 2.3 +/-acres

LOCATION: Site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection, currently used as New Beginning Thrift Store.

EXISTING ZONING: Industrial

EXISTING LAND USE: 11,470 square foot building used for retail/office use

FUTURE LAND USE CATEGORY: Industrial

BACKGROUND

The subject property, approximately 2.3 acres, has historically been used for industrial uses since the mid-1980s. The current 11,470 square foot building was constructed in 1985 and has historically been used for office/warehouse uses. The property is currently zoned Industrial and the future land use is Industrial. This area of the City has historically been used for Industrial type uses, but it has slowly been converted over to more Commercial and Residential uses within the past twenty years. In 2009, the building was converted into commercial use. In February of 2015, New Beginnings acquired the operation at the location and continues to use it as a commercial use.



The applicant is requesting the ability to construct a single building in the rear of the property consisting of six, 600 square foot living units. These units are planned to be used for people within the New Beginnings program to offer them a place to live while receiving job training and employment re-establishment with the goal of moving on to Woodwinds or another housing option once they regain financial independence. The applicant has indicated this is a need in our community and desires to offer this option.

The Industrial future land use and Industrial zoning does not allow residential uses. Therefore; the applicant is requesting the change to Commercial future land use to allow residential uses along with a rezoning to a Planned Unit Development to allow the residential and commercial uses to coincide on the property. The applicant desires to continue the New Beginnings Thrift Store along with this new residential opportunity.

Small Scale Comprehensive Plan Amendment

The applicant is requesting an amendment to the Future Land Use Map to change the property from Industrial to Commercial since residential uses are not allowed in Industrial, as directed under Policy 1.10.1 of the City's Future Land Use Element. The existing retail thrift store is an allowable use under the Industrial future land use. The applicant's request to change to the Commercial future land use allows residential uses along with continuing the commercial use, as directed under Policy 1.9.1 of the City's Future Land Use Element. The change in land use reduces the density of building area permissible from a floor area ratio of 1.0 down to 0.25. This change also reduces the opportunity of intensive industrial uses in an area that has transitioned to more commercial and residential uses over the past several decades.

PUD Amendment

The applicant is requesting a rezoning from Industrial to a Planned Unit Development zoning. The applicant desires to add an affordable housing option at the New Beginnings Thrift Store location. The property was originally developed in 1985 for an industrial use with 11,470 square foot building used for storage and office use. The area around the building was used for parking of equipment and vehicles, as seen below in an aerial photograph from 2004.



Since that time, the area has transitioned from heavy industrial to more residential and commercial uses. In order to provide a residential component on the property, the current industrial zoning does not allow residential uses. The property adjacent to the south is currently used as apartments, constructed in 2006, a Family Dollar store northeast of the site constructed in 2015, a Duke Energy training facility to the west and a new flex office industrial use park under construction to the east. The applicant is aware of the current land uses and desires to add the residential component.

The overall project area is 2.3 acres. The rear of the property is currently vacant and this is where the applicant desires to construct a single, six unit residential building. Each living unit will be a minimum of 600 square feet living and will consist of two bedrooms and one bath. Each unit will be offered to a family unit that has enlisted in the New Beginnings training program. No individual bedrooms will be rented. New Beginnings is a non-profit organization that provides people with assistance that have lost their job, home and hope. The applicant has indicated that once the family unit is financially stable, then rent will be collected that will not exceed 60% Area Median Income for our area. The current Area Median Income (AMI) for the Orlando area, as determined by HUD in 2022, is \$70,800 for a family of four. This translates to a monthly rent maximum of \$1,062 a month ($70,800 \times 60\% \text{ AMI} = 42,480$ a year income/ 12 months = 3,540 a month $\times 30\%$ housing expense = \$1,062 monthly housing expense). A condition has been added to the PUD to ensure the applicant follows this rental commitment.

The applicant desires to continue the thrift store use in the 11,470 square foot building along with adding some accessory structures. The applicant has indicated that they would like to add a 30 feet by 40 feet metal canopy structure adjacent to the rear of the existing building. The applicant has indicated that this is the receiving area of goods coming into the thrift store. In addition, the applicant is requesting to keep two 8 feet by 40 feet metal storage containers for goods as well along with two dumpsters. A 16 feet by 20 feet tool shed is also being requested.

The applicant has agreed to bring the site into conformance with majority of the Land Development Codes. This includes removing the barbed wire fencing at the top of the existing fencing, installing landscaping along the Citrus Tower right of way, connecting the sidewalk along Citrus Tower between the adjacent properties, and bringing the current signage into conformance with code. In addition, the applicant is working on renovation plans to improve the existing exterior of thrift store.

The applicant is requesting two waivers to the code. The two waivers include:

1. To allow the existing crushed concrete in the rear portion of the property to be used for parking instead of improving to City standard.
2. To eliminate the perimeter landscape requirement along the property lines to the east, south and west. Landscaping will be install along the Citrus Tower right of way and in front of the proposed six-plex.

STAFF RECOMMENDATION:

Small Scale Amendment: Staff has reviewed the applicant's request to change the future land use from Industrial to Commercial. The existing commercial use of the thrift store is in conformance with the proposed Commercial future land use. The proposed residential component is not allowed in the Industrial future land use. The reduction in intensity of land uses in this area is consistent with the development activity over the past 20 years, which is supportive of the downgrade from Industrial to Commercial future land use. Therefore, staff recommends approval of Ordinance No. 2022-12.

PUD Amendment: Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The proposed residential use does not appear to have an impact on traffic conditions that would be noticeable and would be considered De minimis. The property is currently being served by public utilities and the additional demand can be provided by the City. The addition of the residential component would be in a close proximity in relationship to the existing residential uses to the south. Since the applicant's request is out of the ordinary for a commercial/residential project, the Planned Unit Development zoning offers the ability to consider the proposal as presented. Staff is supportive of the project if it develops according to the proposed site plan and the applicant manages the residential component as indicated. Staff has placed conditions within the ordinance to assist with the operation of the project. Therefore, staff recommends approval of Ordinance No. 2022-013.



CITY OF CLERMONT REZONING APPLICATION

DATE		FEE: \$542.00 + cost of advertisement	
Project Name (if applicable) New Beginnings Village			
Applicant New Beginnings of Central FL			
Contact Person Steve Smith			
Address 415 Citrus Tower		City Clermont	State FL
Telephone 407 595 0179		Zip 34711	
Email Steve Smith @ NBCFL.org			
OWNER INFORMATION			
Owner's Name			
Owner Address		City	State
Telephone		Zip	
Fax			
PROPERTY INFORMATION			
Address of Subject Property		City	State
Legal Description (include copy of survey)		Zip	
Acreage		Land Use (City verification required)	
Present Zoning (City verification required)		Proposed Zoning	



CITY OF CLERMONT
**REZONING
APPLICATION**

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

What are you proposing to do that would require a rezoning?

Steph Smith
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Steph Smith
Owner Name (print)

x [Signature]
Owner Name (signature)

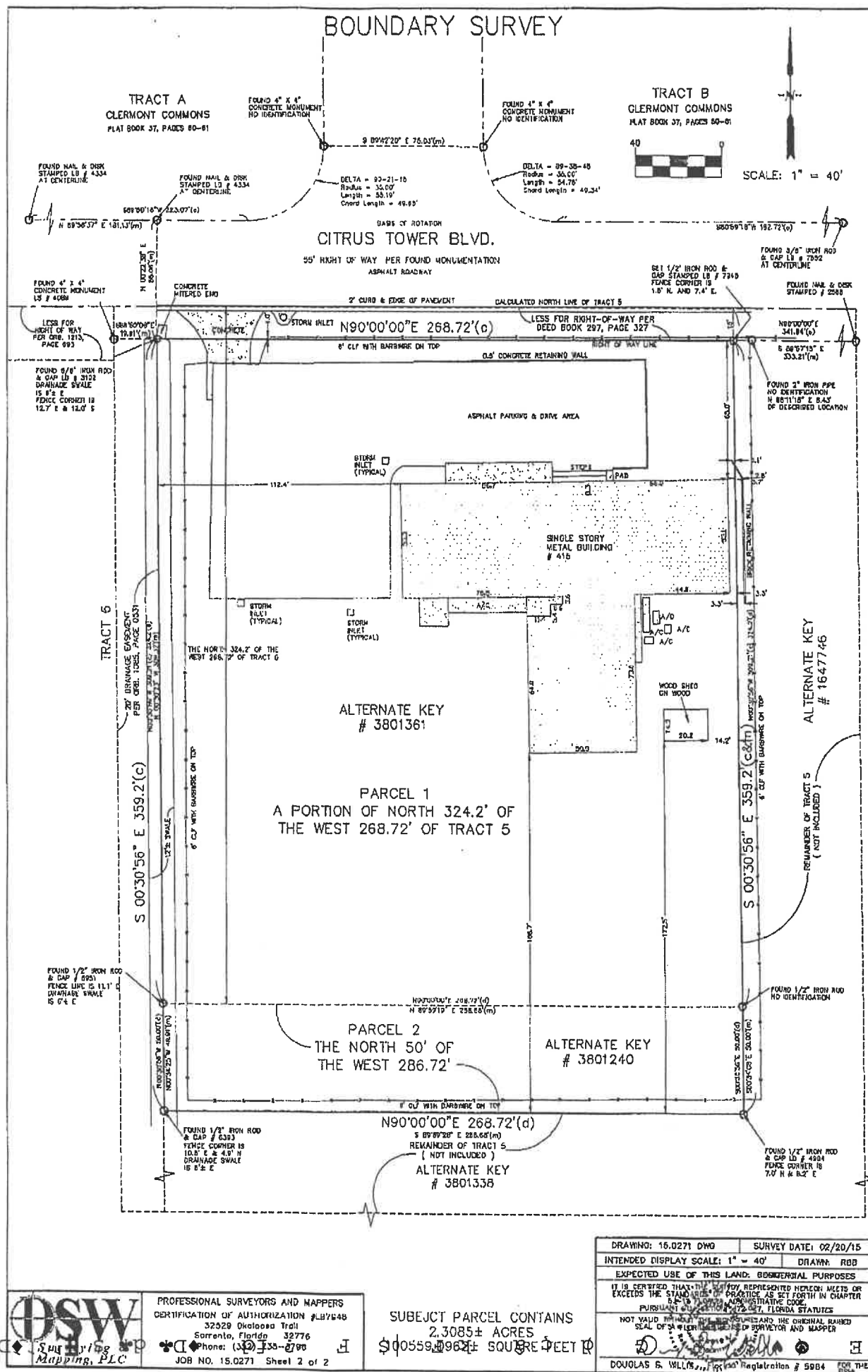
City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

03/04/2020

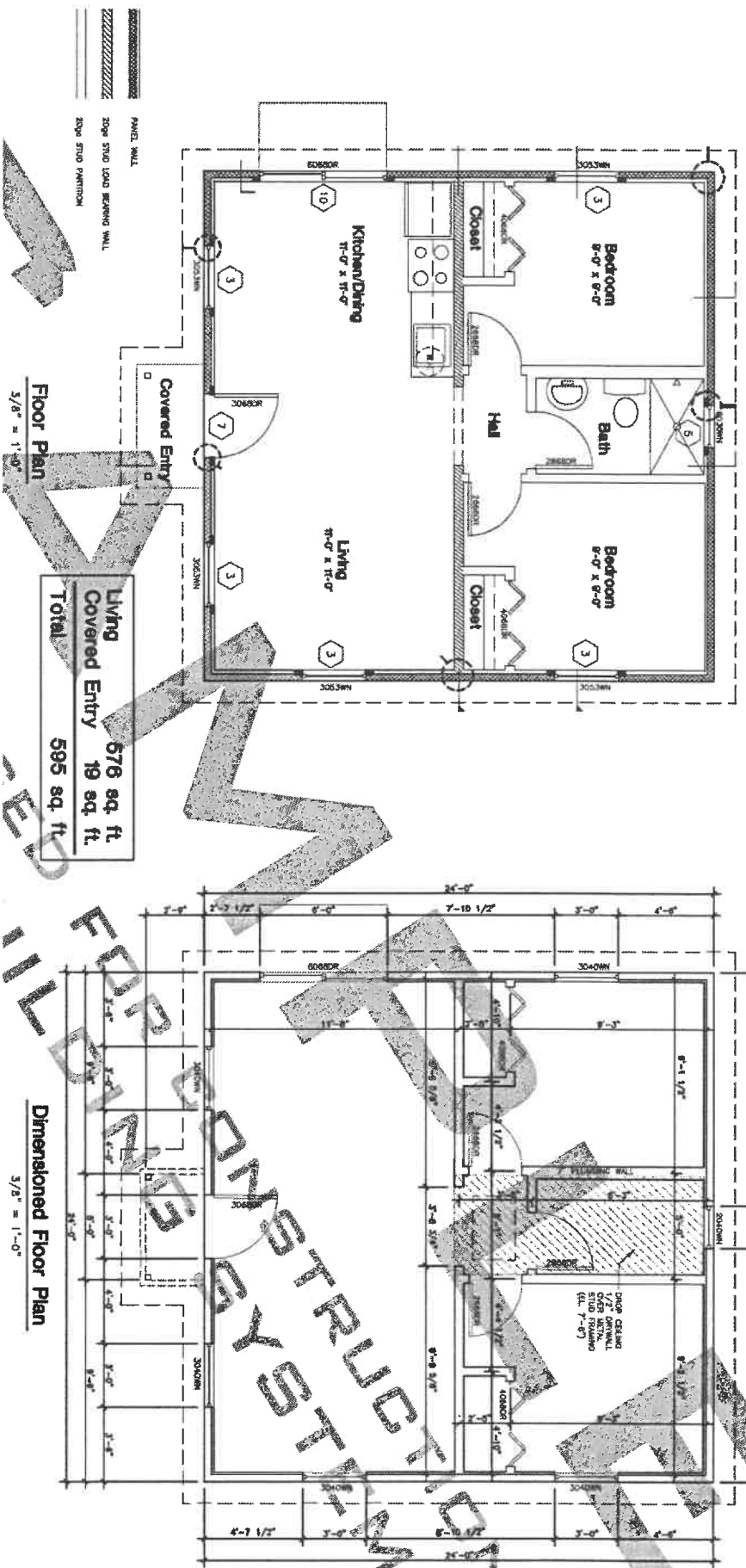
Addendum for New Beginnings Village

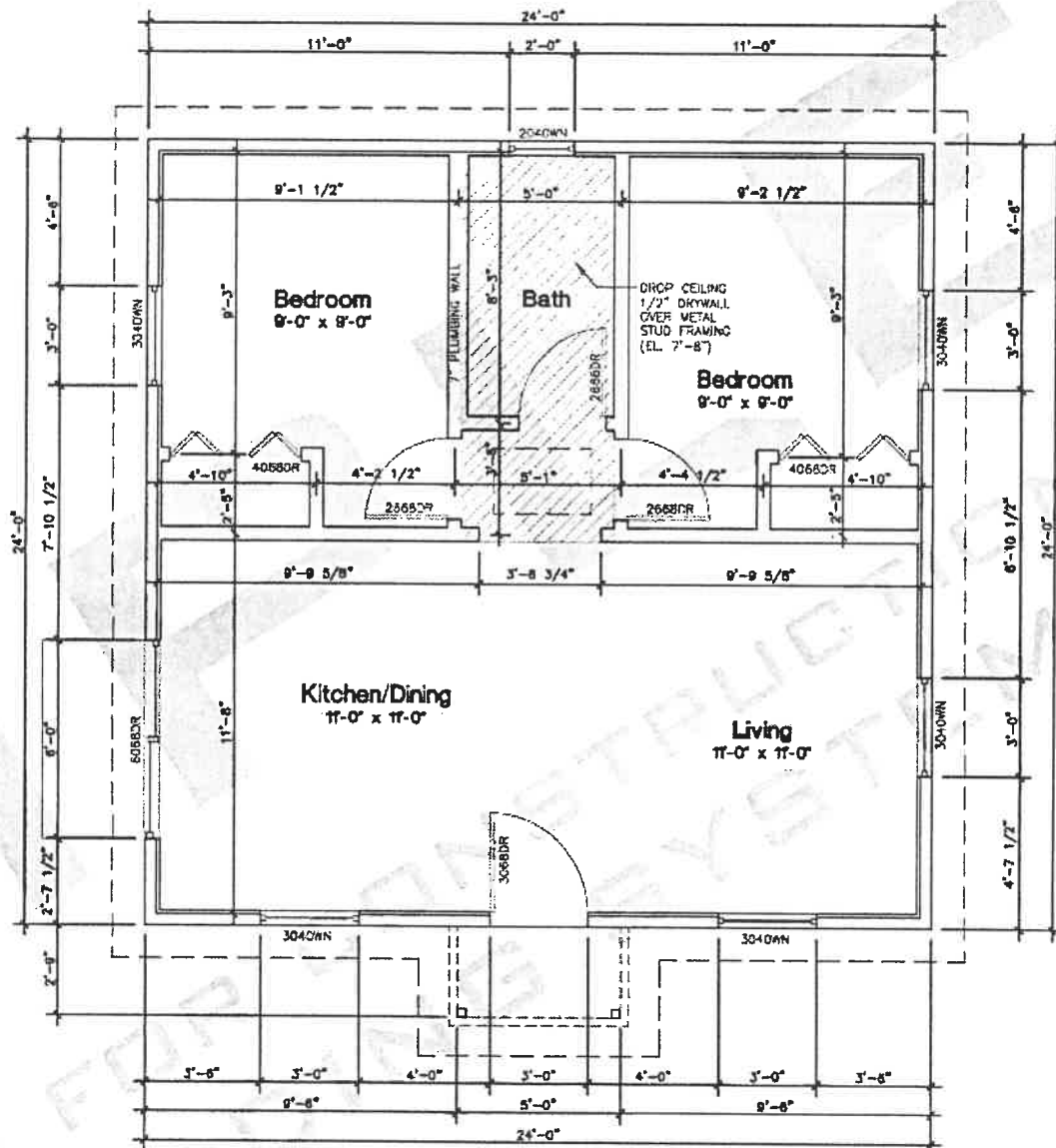
Over the past 14 years New Beginnings has helped people who have lost their job, home and hope by providing them counseling, job training and free housing. Over these past 14 years over 500 adults have come thru our program that lasts from 3-9 months. They leave the program once they have secured stable income and move into affordable housing, such as Woodwinds. Due to the high maintenance of the properties that we owned in downtown Clermont, they have recently been sold. This housing were used for those seeking job training and counseling and we need to replace them with homes located at our training center located at 415 Citrus Blvd. Because we own 2.3 acres, of which much is vacant land, we want to build six 2 bedroom homes each having 600 sq ft of living space along the south side facing the 2 story multifamily apts. To accomplish this we are seeking 3 waivers:

1. Because our trainees do not have cars we are asking for a waiver to only have 1 gravel parking space in front of each unit and 1 paved parking for handicap.
2. We are asking for a waiver to allow the existing crushed concrete (instead of concrete) to remain as it is sufficient and strong enough for fire trucks to drive on. (dump trucks pick up trash here weekly).
3. Because the east, west and north adjacent neighbors are commercial and the south side is a 2 store multifamily apt community, who all have landscape surrounding us, we are asking to waive the requirement to install landscaping and sprinklers around the perimeter of our property (1,256 lineal ft). We will landscape around the front of the proposed 6 plex building. Because we are located about 50 ft away from the apts on the south side which is separated by existing landscaping and a retention pond, we do not feel it prudent to install more landscaping along the south side. (see attached view from our property looking south towards the 2 story apts)



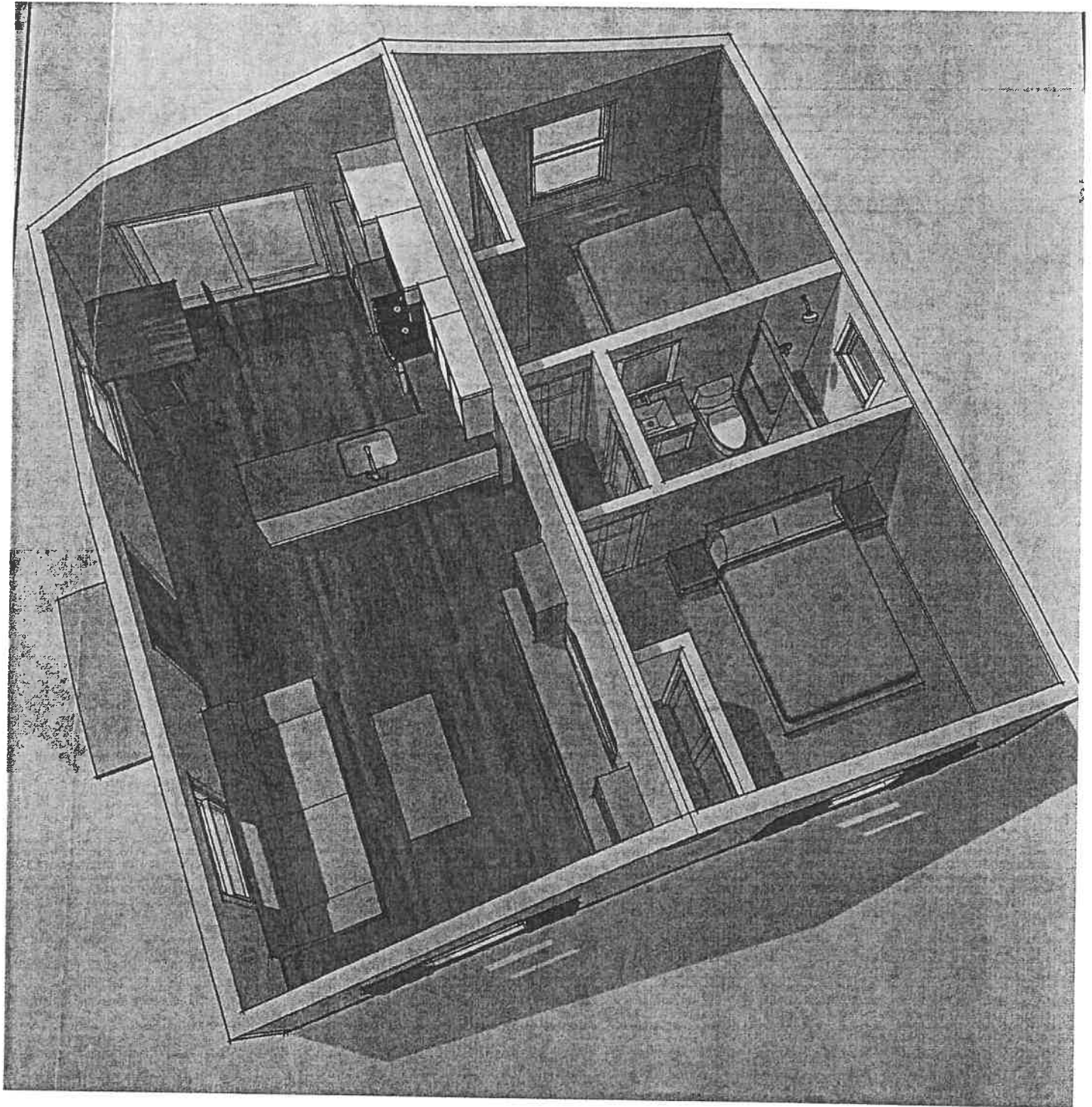


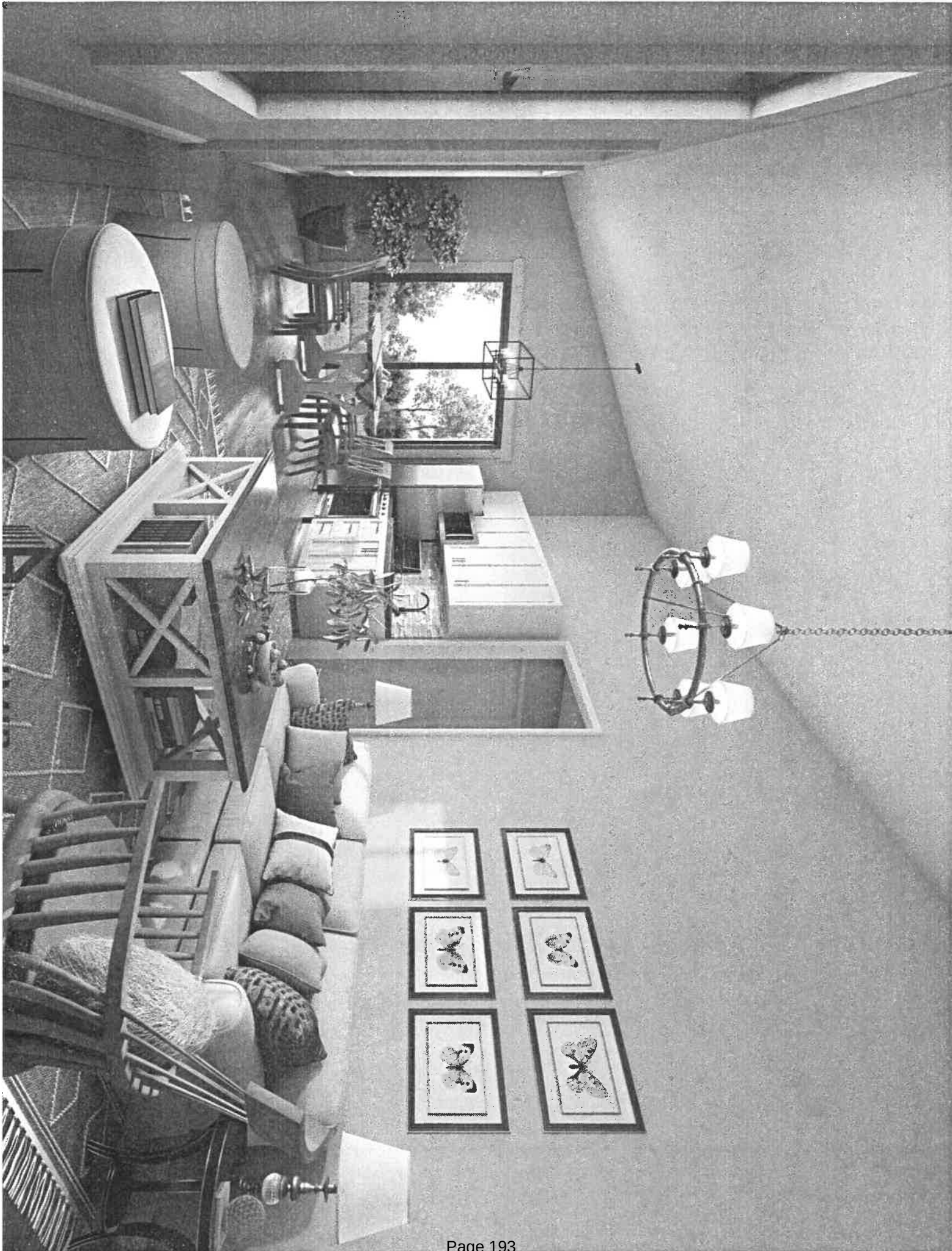




Dimensioned Floor Plan

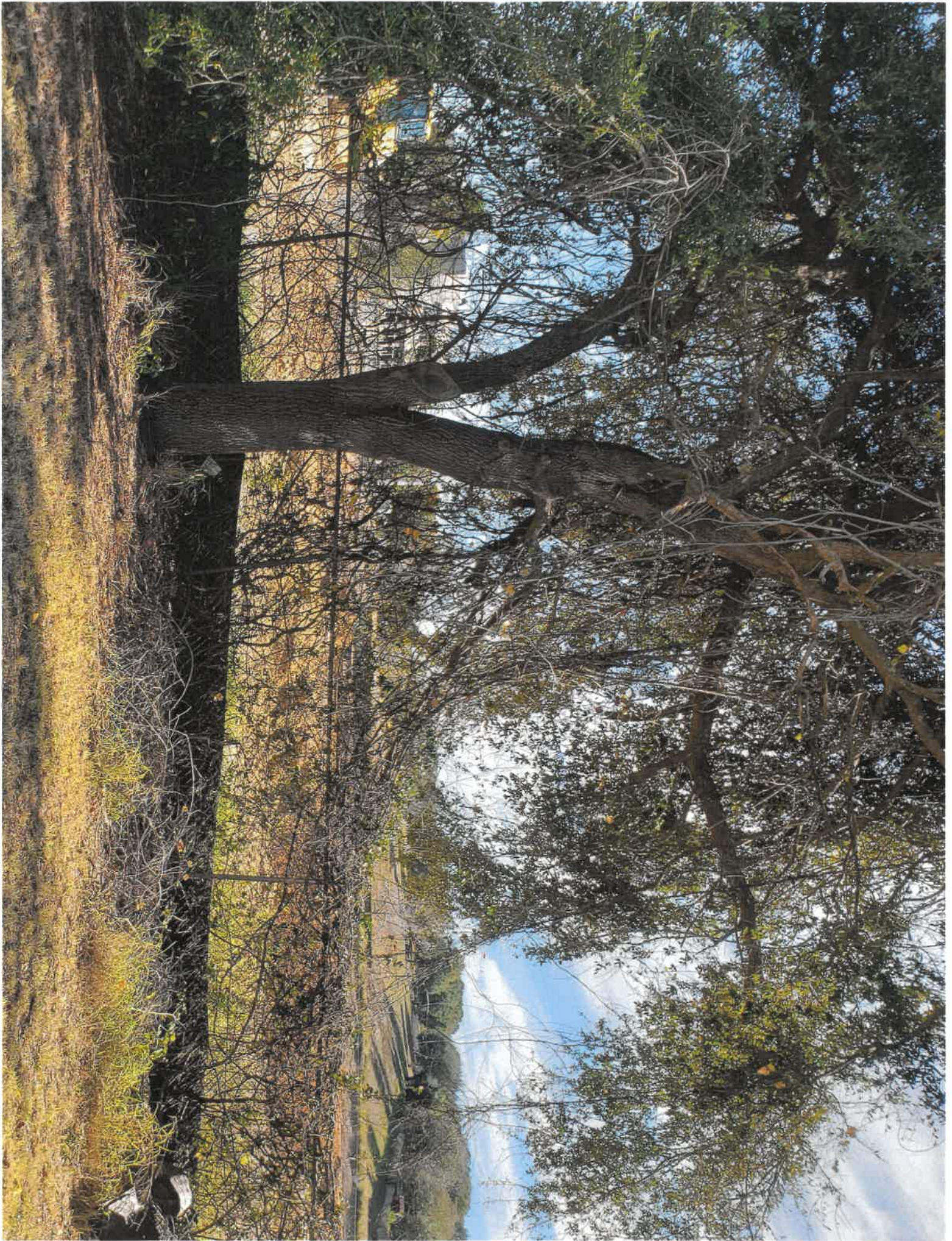
3/8" = 1'-0"













CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

* 755
staff,
Can this project
be approved on
the consent
agenda?

Steve
2/3/2022

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments and Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. 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 schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement



* 845

CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director or appointed designee, is required. Call 352-394-4083 to schedule a meeting.
2. After meeting with the Development Services Director or appointed designee, the applicant shall prepare and submit one set of preliminary site plans and one PDF on CD for review by the Site Review Committee (SRC) (if required). The material can also be emailed to planning@clermontfl.org. The preliminary site plan shall clearly depict the proposed project, showing the location and dimension of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.
3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the Conditional Use Permit (CUP) application.
4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, **and is not an approved site plan for construction.**
5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be tentatively scheduled for public hearing the following month, pending City Manager approval. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning and Zoning Commission and the City Council respectively.
6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

**The site plan submitted with the CUP application is not the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*



CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

In addition to the attached application, the applicant shall provide the following information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property provided in a word document to be used for the legal advertising and in the CUP. It may be included on the CD as a word document or emailed to planning@clermontfl.org
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (if provided electronically, applicant does not need to provide paper copies)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00 plus the cost of advertisement, plus the cost of traffic review fee*, if necessary.

*If the conditional use impacts traffic, a third party review through the City's traffic consultant will be necessary. The cost of review will be the responsibility of the applicant.



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Date january 20 2022		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) New Beginnings Village			
Applicant New Beginnings of Central Florida, Inc			
Contact Person Steve Smith			
Address PO BOX 121129	City Clermont	State FL	Zip 34711
Telephone 4075950179	Fax		
Email stevesmith@nbcfl.org			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name same as the applicant			
Owner Address	City	State	Zip
Telephone	Fax		
PROPERTY INFORMATION			
Address of Subject Property 415 Citrus Tower Blvd	City Clermont	State FL	Zip 34711
General Location corner of Haderes and Citrus Tower Blvd			
Legal Description & Alternate Key (include copy of survey) ALT Key 380 1361 LEGALL CLERMONT LAKE HIGHLANDS 20-22-26n 374 20ft OF w 268.72 FT OF TRACT 4 PB 3PG 30 ORB 4600 PG 1887			
Land Use (City verification required) M-1 INDUSTRIAL DISTRICT			
Zoning (City verification required) C2 GENERAL COMMERCIAL DISTRICT			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

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

ADD 6 HOMES ALONG SOUTH SIDE OF THE PROPERTY TO BE USED BY PEOPLE WHO NEED JOB TRAINING AND TRAINING. INSIDE THE CURRENT OFFICE SPACE IS A COMPUTER LAB AND TRAINING ROOM. THIS ALLOWS THE RESIDENTS STAY ON SITE AND TRAIN. SURROUNDING AND ADJACENT TO THE PROPERTY IS COMMERICAL AND MULTIFAMILY.

Steve Smith

Applicant Name (print)

x

Steve Smith
Applicant Name (signature)

Steve Smtih

Owner Name (print)

x

Steve Smith
Owner Name (signature)

*****NOTICE*****

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

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

5/26/2020

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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2022-013

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.

LOCATION

Site located south of the Hatteras Ave. and Citrus Tower Blvd. intersection,
Currently used as New Beginnings Thrift Store.
Alternate Key #3801361
2.30 +/- Acres



LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 324.2 FEET OF THE WEST 268.72 FEET OF TRACT 5, IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
AND

PARCEL 2:
THE NORTH 50 FEET OF THE WEST 268.72 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE WEST ½ OF TRACT 5, IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 324.2 FEET OF THE WEST 268.72 FEET THEREOF.

To rezone the property from M-1 Industrial zoning to Planned Unit Development (PUD) zoning to allow residential and commercial uses

This request will be considered by the Planning & Zoning Commission on Tuesday, April 5, 2022 at 6:30 PM.

A public meeting to consider the request will be held before the City Council on Tuesday, April 26, 2022 at 6:30 PM for Final Adoption.

The meetings will be held at City Hall, Council Chambers, 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 AM and 5:00 PM.

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

Daily Commercial
March 21 and April 11

Tracy Ackroyd Howe, MMC
City Clerk
Page 204



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 12, 2022	
Agenda Item Name	
Ordinance No. 2022-014 <i>Introduction</i> <i>Cityside Townhomes</i>	
Requested Action	
Recommend introduction of Ordinance 2022-014.	
Staff Report	
The applicant, Cecelia Bonifay with Akerman, is requesting a rezoning to a Planned Unit Development (PUD) to construct sixty-eight (68) single-family attached townhomes on a 8.05 +/- acre property. The property is located northwest of US 27 and SR 50 intersection, directly north of the Crown Lounge and south of Highland Avenue. A portion of the site was previously used for a motel site – Clermont Motor Lodge, that was demolished in 2013. On the northeast corner of the site, an EMS station was operational until the closing of the Highland Avenue and SR 27 intersection. This was a result of the US 27 and SR 50 intersection improvements which permanently closed access to US 27 from this area. The property has been vacant since this time. The property is currently zoned C-2 General Commercial with a Commercial future land use designation. The Commercial future land use designation allows residential uses up to a density of 12 dwelling units per acre. The current zoning of C-2 General Commercial allows for the consideration of residential uses through a Conditional Use Permit, under section 122-223 of the Land Development Code. The applicant has decided to pursue the rezoning to a Planned Unit Development (PUD) due to the flexibility in design and waivers requested. The PUD zoning also provides a more site specific approach to the development of the property since a site plan is linked to the approval with specific conditions. The applicant has provided a conceptual site plan, prepared by Stringfellow Planning & Design, dated February 15, 2022. A more comprehensive review is in the attached staff analysis report. The applicant is proposing sixty-eight (68) attached single-family townhomes along with amenities consisting of a community pool, activity lawn, promenade, and dog walking trail. The density of the project is at 8.45 dwelling units per acre, which is under the 12 dwelling units per acre that can be considered under the Commercial future land use. The applicant is proposing the townhomes to be 24 feet wide by 50 feet deep, two-story in height with a two car garage. The applicant has demonstrated the ability to house two vehicles and trash receptacles within the garage. Each townhome lot will be a minimum of 24 feet by 100 feet or 2,400 square feet. This is a waiver to the code that requires a minimum of 3,500 square feet. As part of the design and to offer a rear loaded garage product, the applicant is requesting one way streets in a portion of the project with a reduced right-of-way width of 45 feet. This is a waiver request and staff has reviewed this request and does not oppose this request with the condition that the internal roads and alleyway will be privately maintained with an easement dedicated to the City. In addition, the applicant will be providing dedicated parallel parking spaces along these one-way streets. Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The location of the project is within 1/8 of a mile of two arterial roadways, US 27 and SR 50 and within ¼ mile of many services, which include grocery, restaurant, banking, etc., thus offering a greater walkability option for residents. The project has multiple access points that can distribute the traffic onto the existing transportation network. The site has City utilities available and the City can serve the proposed development. The property has been previously developed and the redevelopment opportunity would be supportive of Objective 1.15: Redevelopment and Renewal of Blighted Areas, in the City's Comprehensive Plan. Staff recommends approval of	

Ordinance No. 2022-014.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2022-014 Cityside Townhomes REZ (03.30.2022)	Ord 2022-014 Cityside Townhomes REZ (03.30.2022).pdf
2.	Cityside Maps	Cityside Maps.pdf
3.	CITYSIDE PUD - Submittal PKG Stringfellow Planning UPDATED	CITYSIDE PUD - Submittal PKG Stringfellow Planning UPDATED.PDF
4.	Staff Analysis Cityside V2	Staff Analysis Cityside V2.pdf
5.	GarageSchematic	GarageSchematic.pdf
6.	Cover letter for Rezoning Application	Cover letter for Rezoning Application.PDF
7.	Rezoning-Application-2020	Rezoning-Application-2020.PDF
8.	Legal Ad Cityside Townhomes	Legal Ad Cityside Townhomes.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-014

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

PARCEL 1:

NORTH 100 FEET OF SE ¼ OF THE SE ¼ SOUTH OF HIGHLAND AVENUE AND WEST OF HIGHWAY 27, SECTION 19, TOWNSHIP 22, RANGE 26, LAKE COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NE ¼ OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST. LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO.27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT OF WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE , RUN SOUTH ALONG THE EAST RIGHT OF WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT



CITY OF CLERMONT
ORDINANCE NO. 2022-014

DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO POINT "A".

AND

PARCEL 3:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8-A, FEDERAL ROUTE 19) 654.7 FEET SOUTH OF THE CENTERLINE OF HIGHLAND AVENUE, AS REPRESENTED ON THE OFFICIAL MAP OF CITY OF CLERMONT FILED 2/4/26 AND RECORDED IN PLAT BOOK 8, PAGES 17-23 INCLUSIVE, LAKE COUNTY, FLORIDA; RUN THENCE WESTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHLAND AVENUE 412.3 FT., MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILHOLLAND STREET 201.4 FEET; THENCE EASTERLY AND PARALLEL TO CENTER LINE OF SAID HIGHLAND AVENUE 224.4 FEET; THENCE SOUTH 84°12' EAST, 175 FEET TO THE RIGHT-OF-WAY LINE OF STATE ROAD 50 AND SAID STATE ROAD 25; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE OF SAID STATE ROAD 25, 219.59 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER (EAST 1/2 OF NORTHEAST 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND THAT FRACTIONAL PART OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER (SOUTHEAST 1/4 OF SOUTHEAST 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING SOUTH OF HIGHLAND AVENUE, EAST OF MILLHOLLAND STREET AND WEST OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8A, FEDERAL ROUTE NO. 19), DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN BOUNDARY OF HIGHLAND AVENUE AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, DULY FILED AND RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE WESTERN RIGHT-OF-WAY LINE OF SAID STATE ROAD 25 AND RUN SOUTHERLY ALONG SAID WESTERN RIGHT-OF-WAY 624.7 FEET, MORE OR LESS, TO INTERSECT THE NORTHEASTERN CORNER OF THE LANDS OF R.C.B. HOLDINGS; RUN THENCE WESTERLY AND PARALLEL TO THE CENTER LINE OF SAID HIGHLANDS AVENUE 412.3 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE



CITY OF CLERMONT
ORDINANCE NO. 2022-014

CITY OF CLERMONT; THENCE NORTHERLY ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET TO THE SOUTHERN RIGHT-OF-WAY LINE OF SAID HIGHLAND AVENUE; THENCE EASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID HIGHLAND AVENUE TO THE BEGINNING POINT, LESS THE NORTH 100 FEET THEREFROM; AND LESS ANY RIGHT-OF-WAY FOR AN ACCESS ROAD FROM AND TO STATE ROAD 25, U.S. 27.

LESS AND EXCEPT: FROM THE ABOVE LANDS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TO POINT "A".

LOCATION

Site located northwest of US 27 and SR 50 intersection,
Vacant property north of the Crown Lounge and south of Highland Ave.
Alternate Key #1592623, 3821671, 1509971, 1592267
8.05 +/- Acres



REQUESTED ACTION:

**To rezone the property from C-2 General Commercial zoning to
Planned Unit Development (PUD) zoning to allow single-family townhomes**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a single-family residential townhome project; 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 Cityside Townhomes Concept Plan prepared by Stringfellow Planning & Design, dated 02-15-2022. 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. 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's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. 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.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. A total of 68 townhome units shall be permitted with a maximum density of 8.45 dwelling units per acre.
2. Setbacks for the townhomes:
Front setback: 25 feet from the property line, except for porch and balconies up to 8 feet into the front setback.
Rear setback: 25 feet from the property line
Corner/side Setback: 15 feet from the property line
Highland Avenue setback: 25 feet from ROW
3. The buildings shall be constructed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations.
4. The landscape buffer along the southern property line (The Crown) shall have an enhanced landscape buffer consisting of 30% more plant material along with an opaque privacy fence. The buffer shall be a minimum of 15 feet.
5. The City of Clermont Fire Marshall shall determine the feasibility and design of the access point and the necessary means of ingress/egress to the residential development at the time of site plan review and approval.
6. If required by the City of Clermont, Lake County or Florida Department of Transportation, as a result of the traffic impact analysis, the developer shall be responsible for any proportionate fair share improvements or payments. The proportionate fair share improvements or payments shall be completed prior to the first Certificate of Occupancy.
7. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the C-2 General Commercial Zoning Designation.
8. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.



CITY OF CLERMONT
ORDINANCE NO. 2022-014

9. The internal streets and alleyways within the project will be privately maintained with an easement dedicated to the City.
10. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4: WAIVERS

1. The applicant is requesting a waiver to the minimum lot size from 3500 square feet to 2400 square feet. The lots will be a minimum of 24 feet wide by 100 feet deep.
2. The applicant is requesting a waiver to reduce the minimum right of way (ROW) from sixty (60) feet to forty-five (45) feet for one-way streets.

SECTION 5: CONFLICT

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

SECTION 6: SEVERABILITY

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 7: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8: RECORDING

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

SECTION 9: PUBLICATION & EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2022-014

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

EXHIBIT A
Conceptual Plan:

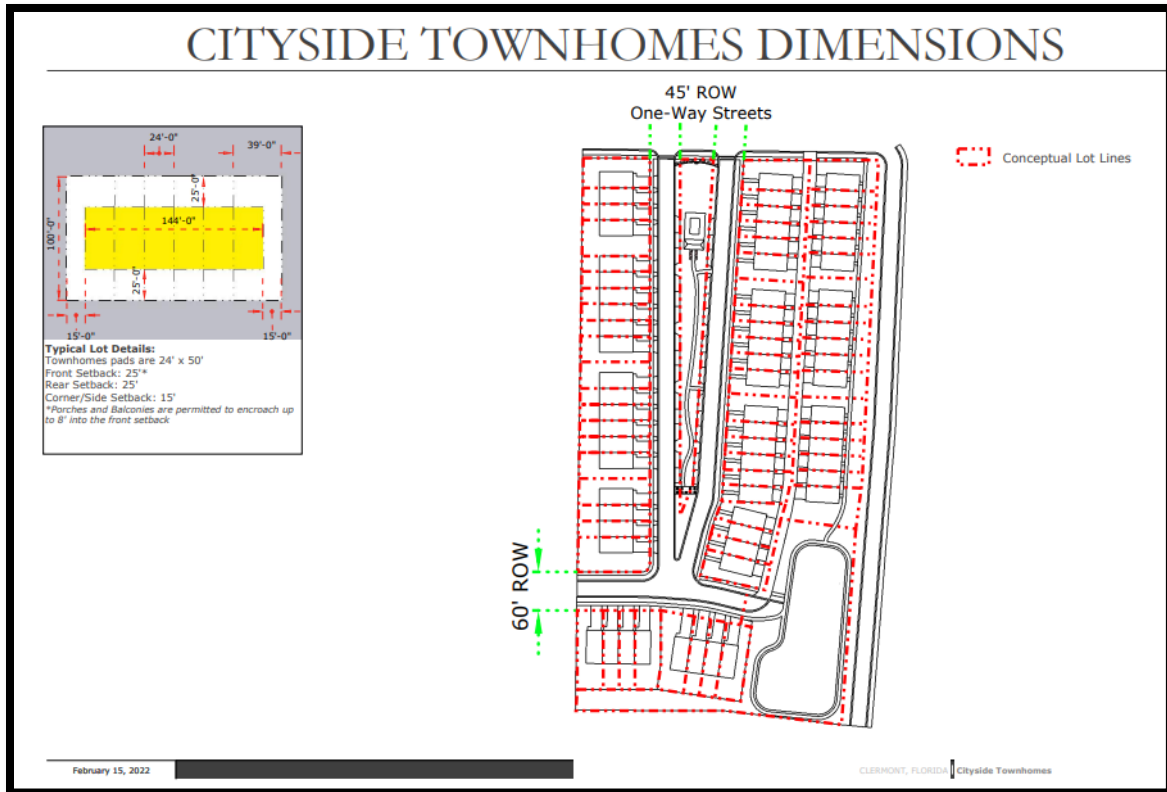
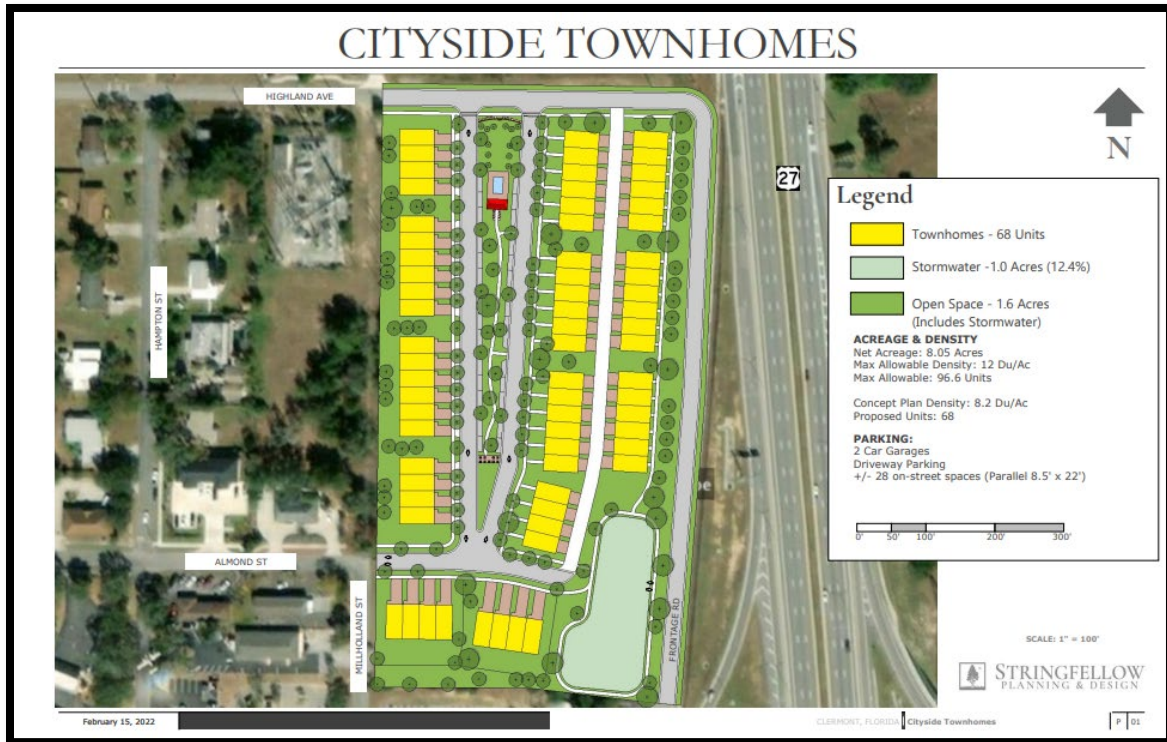


EXHIBIT B
Elevations:

CONCEPTUAL TOWNHOME ELEVATION



STRINGFELLOW
PLANNING & DESIGN

February 15, 2022

CLERMONT, FLORIDA | Cityside Townhomes

P | 05

CONCEPTUAL TOWNHOME ELEVATION



STRINGFELLOW
PLANNING & DESIGN

February 15, 2022

CLERMONT, FLORIDA | Cityside Townhomes

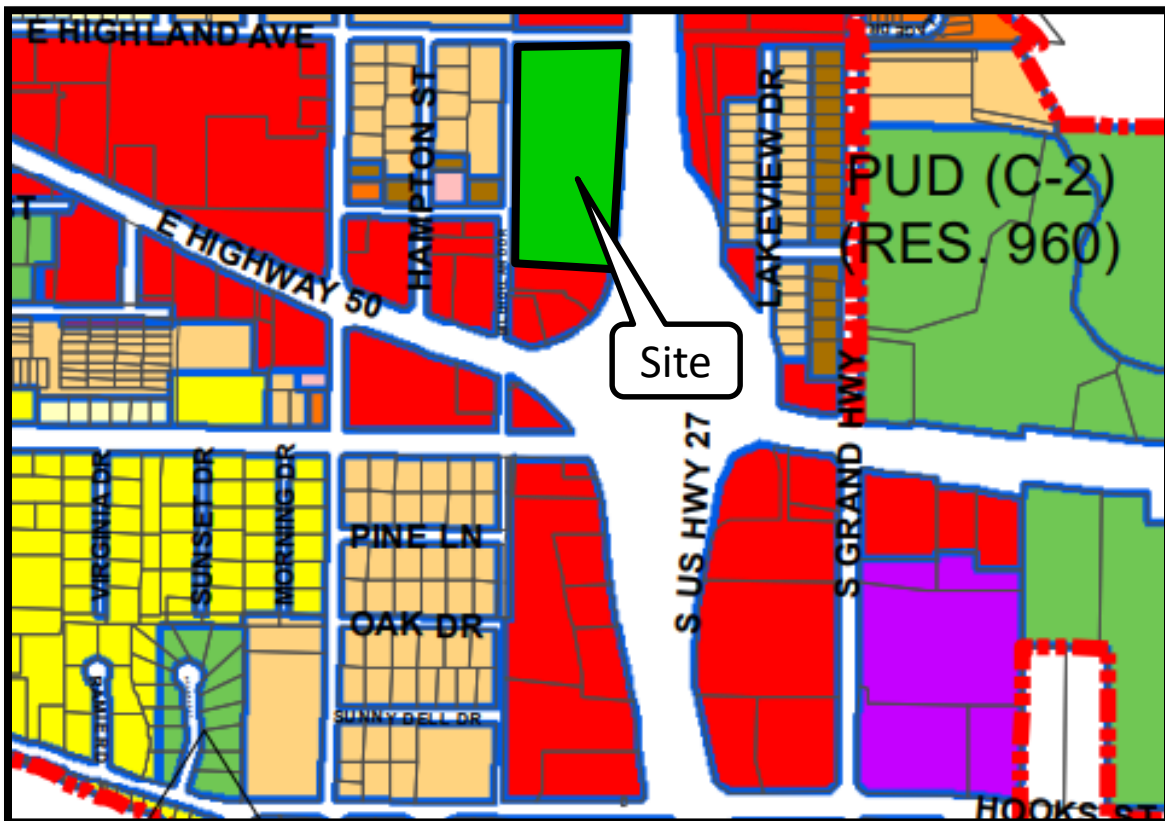
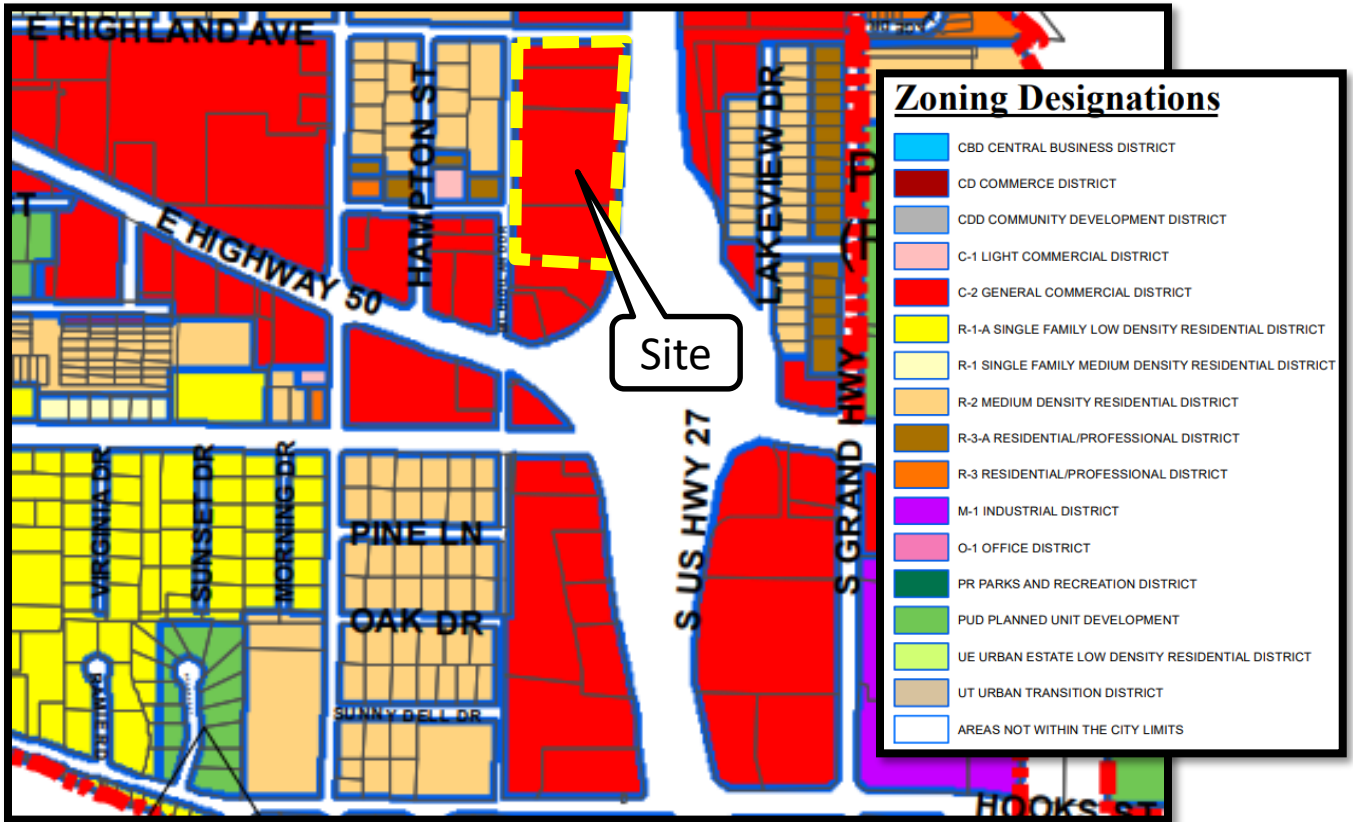
P | 07

Exhibit - Location Map – Cityside Townhomes



Yellow
Outline:
Project
Boundary

Exhibit - Zoning Map – Cityside Townhomes



CITYSIDE TOWNHOMES PUD

Project Name: Cityside Townhomes

Developer:

Pillar Homes
1312 Bowman Street, Clermont, FL 34711
www.PillarHomes.us

Site Location: South of E. Highland Avenue and West of S.R. 27.

Alternate Keys: 1592623, 3821671, 1509971, and 1592267

Adjacent Zoning & Land Uses: C-2 to the North, East and South. R-2 to the West. There is vacant land to the North. An electrical sub-station, a utility corridor, vacant residential, offices and single family to the west. To the south is commercial uses. To the east is a limited access facility.

Proposed Use: Townhomes and amenity buildings including, but not limited to, cabanas, pool houses, trails, mail kiosks, playfields and other ancillary uses.

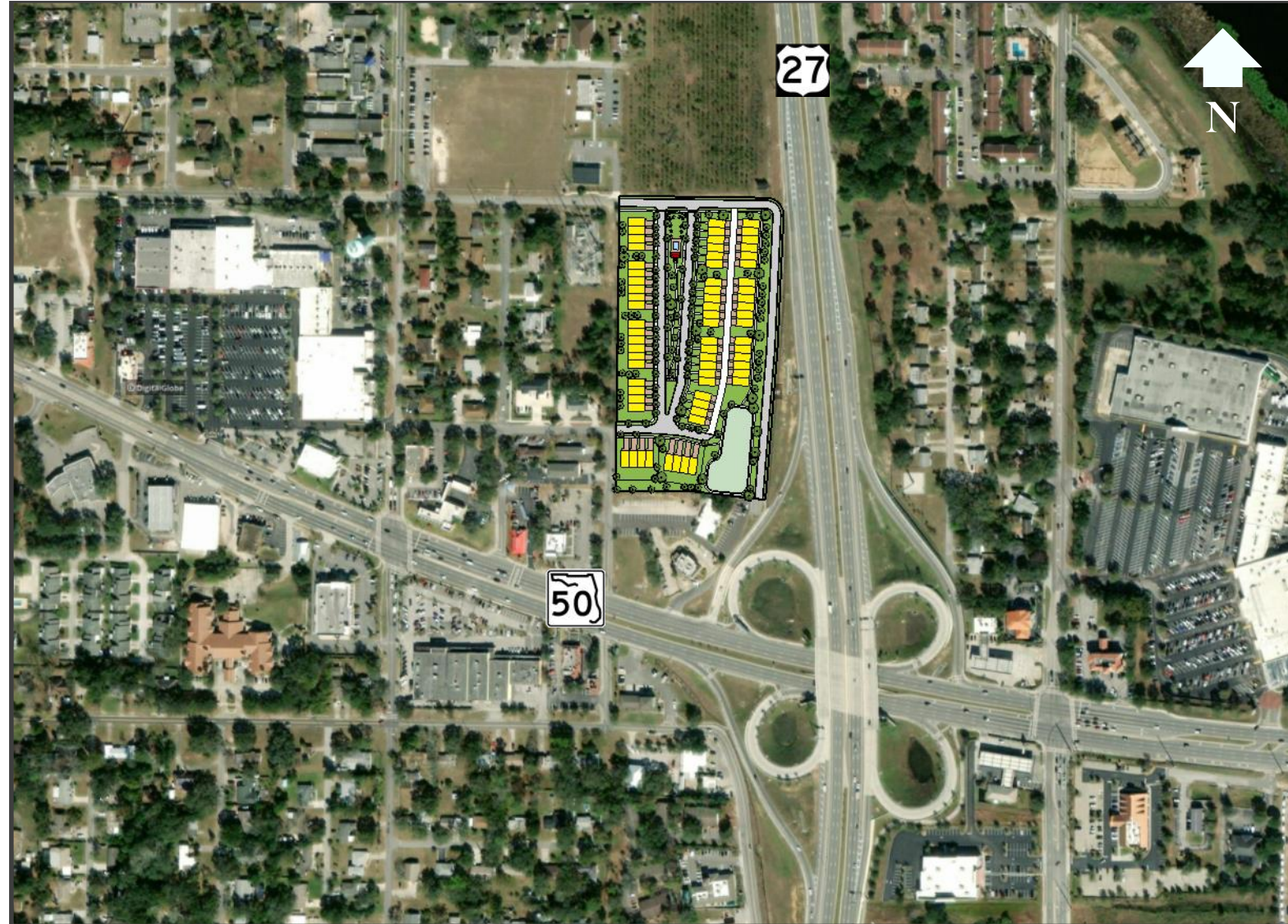
Proposed Phasing: One phase, not applicable.

Acreage & Density:

Net Acreage: +/- 8.05 Acres
Max Density in Commercial FLU: 12 Du/Ac
Max Allowable: 96.6 Units
Concept Plan Proposed Units: 68 Units

WMD: St. Johns River Water Management District

Waivers: Reduce minimum lot size from 3500 SF to 2200 SF. Reduce minimum lot width from 100 feet to 24 feet. Reduce minimum ROW from 60' to 45' for one-way streets, two-way streets will be 60' ROW.

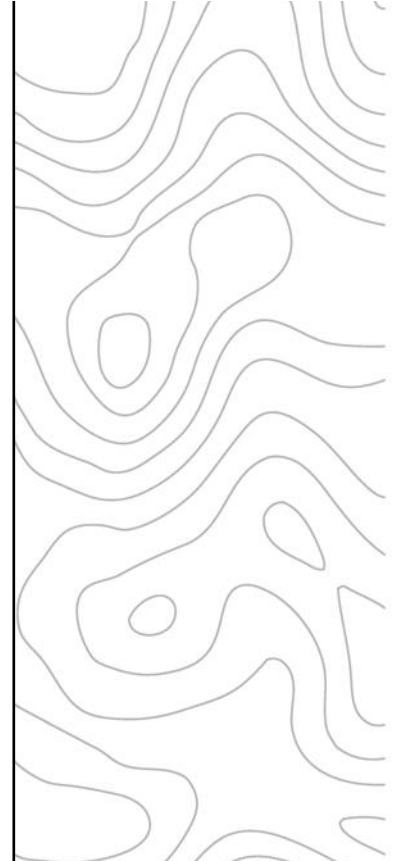


Situated south of Highland Avenue and the end of Almond Avenue, the Cityside Townhomes project is an infill residential development proposing 66 townhome units on +/- 8.05 Acres. Current future land use allows up to 12 DU/AC or 96 units. When assessing the compatibility of infill residential development, the quality is measured by future residents having the ability to walk to daily needs and access to parks or open space.

Within a 5-minute walk, residents of this community will have two grocery options (Winn Dixie and Key Foods), a drug store (Walgreens), at least two financial institutions (Bank of America and Wells Fargo), nine restaurants, medical offices and various other neighborhood services. This greatly reduces drive time and reduces traffic load on major thoroughfares while improving quality of life.

The second key indicator is access to amenities and open space. To the north of the development, future residents would have access to McKinney Park which hosts basketball courts, a playground and ball field. Within the community, residents will have a central promenade, a community pool, a flex use lawn, a dog walking trail, a photo gazebo and ample private yard space.

For the townhomes each unit will have a two-car garage and driveway space for parking two cars in front of the unit. All townhomes will meet or exceed setback requirements of the code and are designed to provide ample space for landscaping. The development will include an association that will maintain community amenities and associated private improvements.



Plan Prepared by:
ALEX STRINGFELLOW
352.217.7710
alex@stringfellowplanning.com

Elevations Prepared by:
SIMON HARDT
207.607.9366
simon@stringfellowplanning.com



STRINGFELLOW
PLANNING & DESIGN

CITYSIDE TOWNHOMES



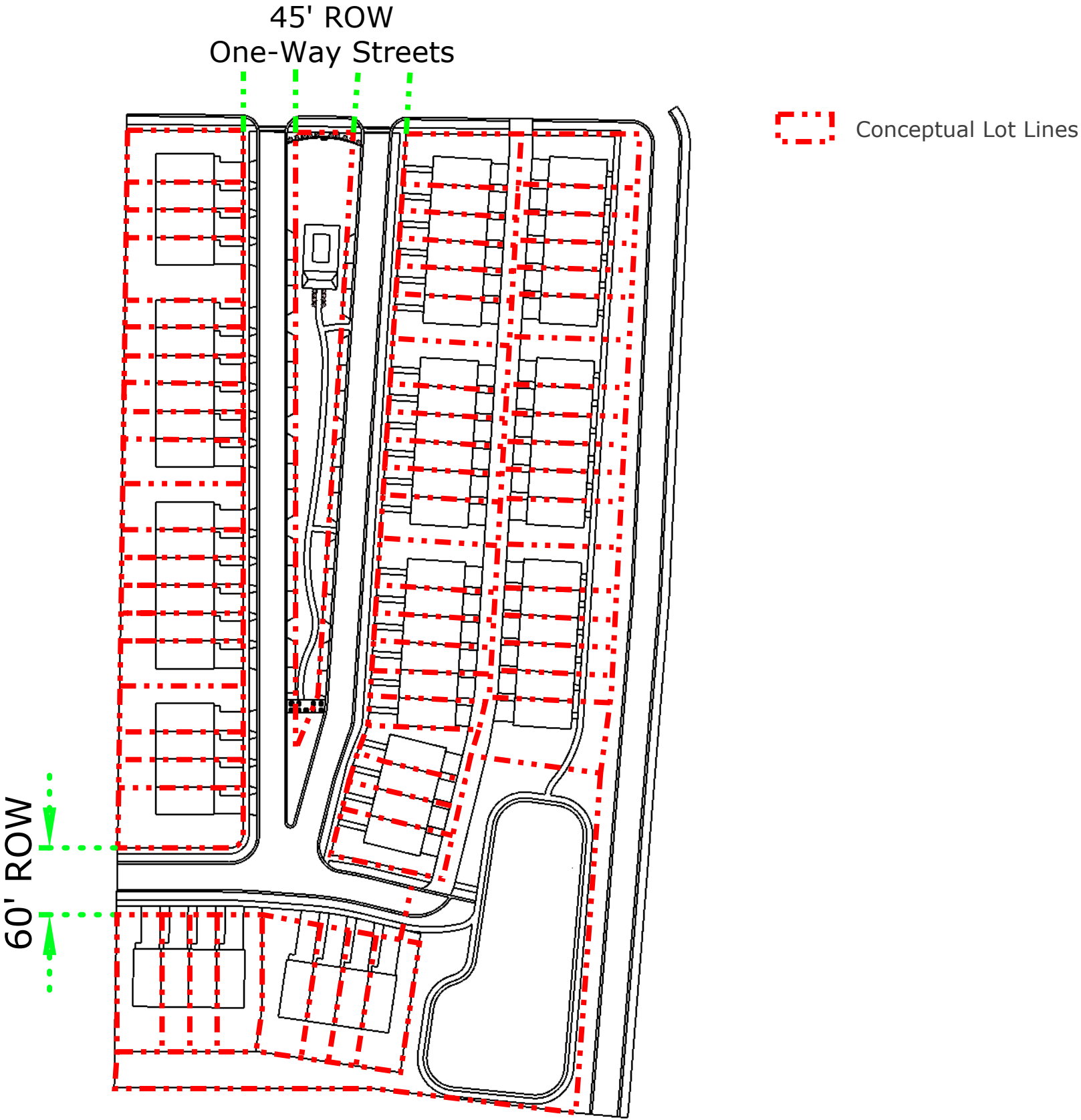
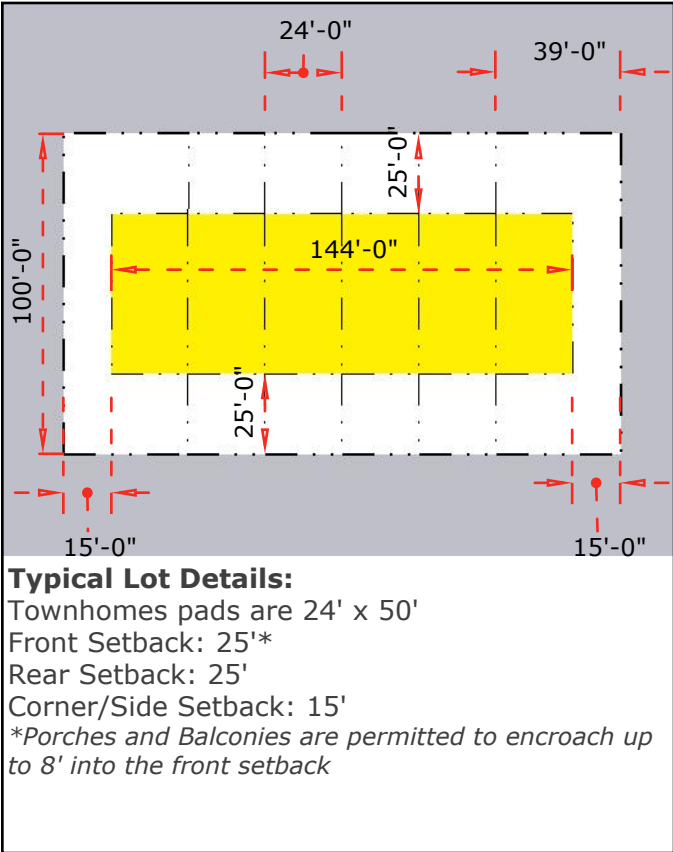
CITYSIDE TOWNHOMES NORTH



CITYSIDE TOWNHOMES SOUTH



CITYSIDE TOWNHOMES DIMENSIONS



CONCEPTUAL TOWNHOME ELEVATION



CONCEPTUAL TOWNHOME ELEVATION



CONCEPTUAL TOWNHOME ELEVATION



CONCEPTUAL TOWNHOME ELEVATION





CITY OF CLERMONT

Staff Analysis Report

OWNER: Clermont Gateway Investment Properties LLC
c/o Michael Boutros

APPLICANT: Cecelia Bonifay

PROJECT NAME: Cityside Townhomes

REQUESTED ACTION: The applicant is requesting a rezoning to a Planned Unit Development (PUD) to grant approval to construct sixty-eight (68) single-family attached townhomes.

SIZE OF PARCEL: 8.05 +/-acres

LOCATION: Site located northwest of US 27 and SR 50 intersection, Vacant property north of the Crown Lounge & south of Highland Ave.

EXISTING ZONING: C-2 General Commercial

EXISTING LAND USE: Vacant property that had a portion used for a former motel – Clermont Motor Lodge

FUTURE LAND USE CATEGORY: Commercial

BACKGROUND

The subject property, approximately 8.05 acres, is zoned C-2 General Commercial. A portion of the property was previously used for a motel site – Clermont Motor Lodge, which used to be adjacent to the existing Crown Lounge. The hotel was constructed many years ago and was demolished in 2013. The property is adjacent to US 27 and had an access point via US 27 at the Highland Ave intersection. In the northeast corner of the property, an EMS station was constructed due to direct access to US 27. However, this intersection was closed when the US 27 and SR 50 improvements were made in the 2012-2013 timeframe and the EMS station was discontinued. Majority of the property has been vacant since this time and the applicant desires to redevelop the property with townhomes.



Under the Commercial future land use, residential uses are allowed up to a density of 12 dwelling units per acre. The current zoning of C-2 General Commercial allows for the consideration of residential uses through a Conditional Use Permit, under section 122-223 of the Land Development Code. The applicant has decided to pursue the rezoning to a Planned Unit Development (PUD) due to the flexibility in design and waivers requested. The PUD zoning also provides a more site specific approach to the development of the property since a site plan is linked to the approval with specific conditions. The applicant has provided a conceptual site plan, prepared by Stringfellow Planning & Design, dated February 15, 2022.



The applicant is proposing sixty-eight (68) attached single-family townhomes along with amenities consisting of a community pool, activity lawn, promenade, and dog walking trail. The density of the project is at 8.45 dwelling units per acre, which is under the 12 dwelling units per acre that can be considered under the Commercial future land use. The applicant is proposing the townhomes to be 24 feet wide by 50 feet deep, two-story in height with a two car garage. The applicant has demonstrated the ability to house two vehicles and trash receptacles within the garage. Each townhome lot will be a minimum of 24 feet by 100 feet or 2,400 square feet. This is a waiver to the code that requires a minimum of 3,500 square feet.

As part of the project, the applicant has offered a rear entry garage product accessed via an alleyway. This was done to keep the garage entrances from facing US 27 and keeping them internal. Approximately 60 percent of the townhomes will be of this design while the remaining 40 percent will be traditional front-loaded townhomes.



As part of the design and to offer the rear loaded garage product, the applicant is requesting one way streets in a portion of the project with a reduced right-of-way width of 45 feet. This is a waiver request and staff has reviewed this request and does not oppose this request with the condition that the internal roads and alleyway will be privately maintained with an easement dedicated to the City. In addition, the applicant will be providing dedicated parallel parking spaces along these one-way streets.

The applicant has offered to install an enhanced landscape buffer with 30% more landscape material and six-foot opaque fence along the southern border by the existing Crown Lounge. In addition, the developer has agreed to assume full maintenance of the interior roadways and alley.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The location of the project is within 1/8 of a mile of two arterial roadways, US 27 and SR 50 and within 1/4 mile of many services, which include grocery, restaurant, banking, etc., thus offering a greater walkability option for residents. The project has multiple access points that can distribute the traffic onto the existing transportation network. The site has City utilities available and the City can serve the proposed development. The property has been previously developed and the redevelopment opportunity would be supportive of Objective 1.15: Redevelopment and Renewal of Blighted Areas, in the City's Comprehensive Plan. Staff recommends approval of Ordinance No. 2022-014.

Diagram illustrating a parking lot layout with two rows of parking spaces. The layout is divided into four sections by vertical lines. Each section contains two cars parked side-by-side. The top row is labeled "ROW" and the bottom row is labeled "ROW". Dimensions are provided: 12' for the width of the top row, 18' for the width of the bottom row, and 25' for the length of the bottom row. A 16' dimension is also shown for the width of the bottom row. The diagram includes a north arrow and a scale bar.



Cecelia Bonifay

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904

D: 407 419 8540
T: 407 423 4000
DirF: 407 254 4230
cecilia.bonifay@akerman.com

February 16, 2022

VIA planning@clermontfl.org

Mr. John Kruse, Planning Manager
City of Clermont
Development Services Department
685 W. Montrose Street
Clermont, FL 34712

**Re: Rezoning Application for Cityside Townhomes
Alt Keys# 1592623, 3821671, 1509971, and 1592267**

Mr. Kruse,

On behalf of our client, Clermont Gateway Investment Properties, LLC, c/o Michael Boutros ("Clermont Gateway"), attached please find the rezoning application, with the related documents, to support the development of a PUD townhome project. Included in this submittal please find the following items:

- Rezoning Application from C-2 to PUD – to include Owner and Applicant Signatures
- Proof of Ownership via Property Record Card
- Legal Description in Word format
- Site Plan with Waivers indicated
- School Concurrency Capacity Reservation
- Application fee of \$542.00, paid separately

As shown on the attached site plan, please note the following waivers are requested:

- Reduce minimum lot size from 3500 SF to 2200 SF.
- Reduce minimum lot width from 100 feet to 24 feet.
- Reduce minimum ROW from 60' to 45' for one-way streets, two-way streets will be 60' ROW.

Should you have any questions, please do not hesitate to contact us.

Regards,

A handwritten signature in blue ink that reads "Cecelia Bonifay". The signature is fluid and cursive, with a long, sweeping tail on the final "y".

Cecelia Bonifay
For the Firm

cc: Michael Boutros, Clermont Gateway Investment Properties, LLC

akerman.com



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. 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 schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- **Completed application.** Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT

REZONING

APPLICATION

DATE 01/18/2022		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) CITYSIDE Townhomes			
Applicant Cecelia Bonifay			
Contact Person Cecelia Bonifay			
Address 420 South Orange Avenue, Suite 1200	City Orlando	State FL	Zip 32801
Telephone 407 758 0192	Fax 407 254 4230		
Email cecelia.bonifay@akerman.com			
OWNER INFORMATION			
Owner's Name CLERMONT GATEWAY INVESTMENT PROPERTIES LLC c/o Michael Boutros			
Owner Address 1312 BOWMAN ST.	City CLERMONT	State FL	Zip 34711
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property EAST HIGHLAND AVE	City CLERMONT	State FL	Zip 34711
Legal Description (include copy of survey) See attached Word Document			
Acreage +/- 8.08	Land Use (City verification required) Commercial		
Present Zoning (City verification required) C-2	Proposed Zoning PUD		



CITY OF CLERMONT REZONING APPLICATION

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

What are you proposing to do that would require a rezoning?

A townhome development consistent with the submitted PUD documents and concept plan.

Check box to indicate additional materials are provided via attachment. ☒

Cecelia Bonifay

Applicant Name (print)

x Cecelia Bonifay
Applicant Name (signature)

Michael Boutros

Owner Name (print)

DocuSigned by:
x 
A18C6330EB054DB
Owner Name (signature)

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

5/22/2020

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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2022-014

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.

LOCATION

Site located northwest of US 27 and SR 50 intersection,
Vacant property north of the Crown Lounge and south of Highland Ave.
Alternate Key #1592623, 3821671, 1509971, and 1592267
8.05 +/- Acres



LEGAL DESCRIPTION

PARCEL 1:

NORTH 100 FEET OF SE ¼ OF THE SE ¼ SOUTH OF HIGHLAND AVENUE AND WEST OF HIGHWAY 27, SECTION 19, TOWNSHIP 22, RANGE 26, LAKE COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NE ¼ OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST. LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO.27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT OF WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, RUN SOUTH ALONG THE EAST RIGHT OF WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO POINT "A".

AND

PARCEL 3:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8-A, FEDERAL ROUTE 19) 654.7 FEET SOUTH OF THE CENTERLINE OF HIGHLAND AVENUE, AS REPRESENTED ON THE OFFICIAL MAP OF CITY OF CLERMONT FILED 2/4/26 AND RECORDED IN PLAT BOOK 8, PAGES 17-23 INCLUSIVE, LAKE COUNTY, FLORIDA; RUN THENCE WESTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHLAND AVENUE 412.3 FT., MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILHOLLAND STREET 201.4 FEET; THENCE EASTERLY AND PARALLEL TO CENTER LINE OF SAID HIGHLAND AVENUE 224.4 FEET; THENCE SOUTH 84°12' EAST, 175 FEET TO THE RIGHT-OF-WAY LINE OF STATE ROAD 50 AND SAID STATE ROAD 25; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE OF SAID STATE ROAD 25, 219.59 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER (EAST 1/2 OF NORTHEAST 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND THAT FRACTIONAL PART OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER (SOUTHEAST 1/4 OF SOUTHEAST 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING SOUTH OF HIGHLAND AVENUE, EAST OF MILLHOLLAND STREET AND WEST OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8A, FEDERAL ROUTE NO. 19), DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN BOUNDARY OF HIGHLAND AVENUE AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, DULY FILED AND RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE WESTERN RIGHT-OF-WAY LINE OF SAID STATE ROAD 25 AND RUN SOUTHERLY ALONG SAID WESTERN RIGHT-OF-WAY 624.7 FEET, MORE OR LESS, TO INTERSECT THE NORTHEASTERN CORNER OF THE LANDS OF R.C.B. HOLDINGS; RUN THENCE WESTERLY AND PARALLEL TO THE CENTER LINE OF SAID HIGHLANDS AVENUE 412.3 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE NORTHERLY ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET TO THE SOUTHERN RIGHT-OF-WAY LINE OF SAID HIGHLAND AVENUE; THENCE EASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID HIGHLAND AVENUE TO THE BEGINNING POINT, LESS THE NORTH 100 FEET THEREFROM; AND LESS ANY RIGHT-OF-WAY FOR AN ACCESS ROAD FROM AND TO STATE ROAD 25, U.S. 27.

LESS AND EXCEPT: FROM THE ABOVE LANDS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TO POINT "A".

To rezone the property from C-2 General Commercial zoning to Planned Unit Development (PUD) zoning to allow single-family townhomes

This request will be considered by the Planning & Zoning Commission on Tuesday, April 5, 2022 at 6:30 PM and a public meeting to consider the request will be held before the City Council on Tuesday, April 26, 2022 at 6:30 PM for Final Adoption.

The meetings will be held at City Hall, Council Chambers, 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 AM and 5:00 PM.

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.

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

Tracy Ackroyd Howe, MMC

City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Ordinance No. 2022-015 <i>Introduction</i> <i>USA Roller Chain Annex</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-015		
Staff Report		
The applicant is requesting an annexation, small-scale comprehensive plan amendment, and rezoning of the 2.35 acre+/- parcel located at 13610 Granville Avenue. The current site conditions include an existing warehouse building and light manufacturing with associated parking for the business. The subject property is contiguous to the Clermont Boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The City of Clermont has sufficient capacity to provide water and sewer services for the development. The annexation request also included a petition for a small-scale comprehensive plan amendment to change the existing land use map from Lake County Regional Office to Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to the Clermont "M-1" Industrial category. The Clermont Land Development Codes, Section 122-263, "M-1" Industrial zoning allows warehouse and light manufacturing as permitted uses. The applicant indicates that upon annexation of the property into the City's boundaries, this would allow any future development or any site expansions will be required to comply with Clermont Land Development Regulations and Standards. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use of the site is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for Industrial zoning. Staff recommends approval of Ordinance No. 2022-015 annexation and Ordinance No. 2022-016, changing the future land use designation to Clermont Industrial and the approval of Ordinance No. 2021-017, rezoning the subject parcel to M-1 Industrial zoning.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	
2. Ord 2022-015 - USA Rollerchains Annex (03.29.2022)	Ord 2022-015 - USA Rollerchains Annex (03.29.2022).pdf	
3. LOCATION MAP	LOCATION MAP.pdf	
4. Survey	Survey.pdf	
5. Scott Beckett - AK#2729236 Aerial Map	Scott Beckett - AK#2729236 Aerial Map.pdf	
6. USA ROLLERCHAIN & SPROCKET CONCEPT	USA ROLLERCHAIN & SPROCKET CONCEPT	

	PLAN	PLAN.pdf
7.	Forefront Investment Group - Annexation Application 2021	Forefront Investment Group - Annexation Application 2021.pdf
8.	USA Rollerchains and Sprockets Annexation Legal Ad	USA Rollerchains and Sprockets Annexation Legal Ad.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Forefront Investment Group, LLC-Christina Beckett

APPLICANT: Hartenstein Development and Land Use, LLC

PROJECT NAME: USA Roller Chains and Sprockets Office/Warehouse

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, and rezoning of subject property.

SIZE OF PARCEL: 2.35 acres +/- (Alternate Key 2729236)

LOCATION: 13610 Granville Avenue

EXISTING ZONING: **FROM:** Lake County "HM" Heavy Industrial
TO: Clermont "M-1" Industrial

EXISTING LAND USE: Existing warehouse office building

FUTURE LAND USE CATEGORY: **FROM:** Lake County Regional Office
TO: Clermont Industrial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, and rezoning of 2.35 acre +/- parcel located at 13610 Granville Avenue. The current site conditions contains an existing warehouse building and light manufacturing with associated parking for the business. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The City of Clermont has sufficient capacity to provide water and sewer services for the development.

The annexation request; also included a petition for a small-scale comprehensive plan amendment to change the existing land use map from Lake County Regional Office to Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to Clermont "M-1" Industrial

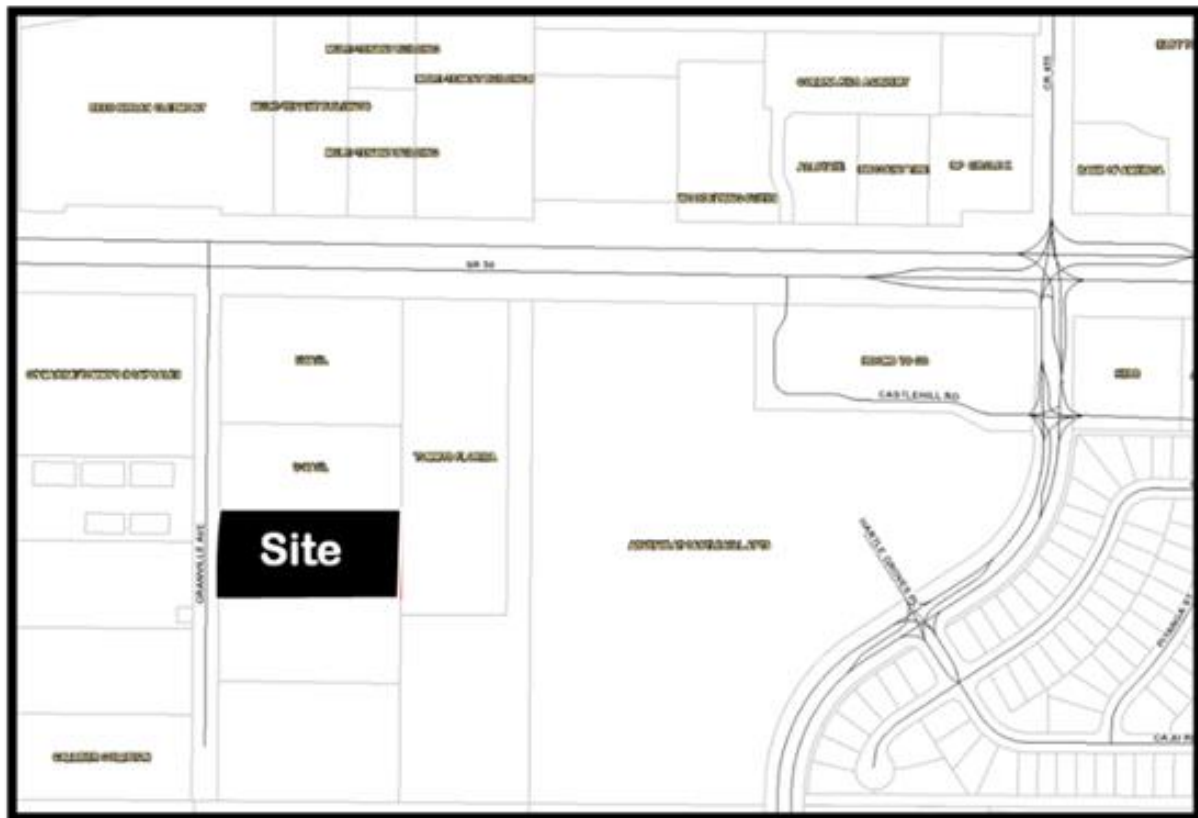
category. The Clermont Land Development Codes, Section 122-263, “M-1” Industrial zoning allows warehouse and light manufacturing as permitted uses.

The applicant indicates that upon annexation of the property into the City’s boundaries, would allow any future development or expansions to the site will be required to comply with Clermont Land Development Regulations and Standards.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use of the site is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for Industrial zoning.

Staff recommends approval of Ordinance No. 2022-015 annexation and Ordinance No. 2022-016, changing the future land use designation to Clermont Industrial and approval of Ordinance No. 2021-017, rezoning the subject parcel to M-1 Industrial zoning.





CITY OF CLERMONT
ORDINANCE NO. 2022-015

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 SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; RECORDING; PUBLICATION AND EFFECTIVE DATE.

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

That part of Tract 24 and 25; and that part of the West ½ of Tracts 23 and 26, Lake Highlands Subdivision, in Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract 25 of said Lake Highlands Subdivision; thence North 00° 56' 04" West, along the West line of Tract 25 and 24 a distance of 1,294.85 feet to the South line of State Road 50; thence North 89° 36' 35" East, along said right of way line 999.14 feet to the East line of the West ½ of aforesaid Tract 23; thence South 00° 51' 34" East, along said East line 546.00 feet to the Point of Beginning; thence continue South 00° 51' 34" East, along said East line 220.00 feet; thence South 89° 36' 37" West, 466.07 feet; thence North 00° 53' 49" West, 220.00 feet; thence North 89° 36' 36" East, 466.21 feet to the Point of Beginning.

CITY OF CLERMONT
ORDINANCE NO. 2022-015

LOCATION

**13610 Granville Avenue, Clermont FL
(Alternate Key #2729236)**



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: SEVERABILITY

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: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



CITY OF CLERMONT
ORDINANCE NO. 2022-015

SECTION 6: RECORDING

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

SECTION 7: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2022-015

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



BOUNDARY AND TOPOGRAPHIC SURVEY

SHEET 1 OF 2

THAT PART OF TRACTS 24 AND 25; AND THAT PART OF THE WEST 1/2 OF TRACTS 23 AND 26, LAKE HIGHLANDS SUBDIVISION, IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 25 OF SAID LAKE HIGHLANDS SUBDIVISION; THENCE NORTH 00°56'04" WEST, ALONG THE WEST LINE OF TRACTS 25 AND 24 A DISTANCE OF 1294.85 FEET TO THE SOUTH LINE OF STATE ROAD 50; THENCE NORTH 89°36'35" EAST, ALONG SAID RIGHT OF WAY LINE 999.14 FEET TO THE EAST LINE OF THE WEST 1/2 OF AFORESAID TRACT 23; THENCE SOUTH 00°51'34" EAST, ALONG SAID EAST LINE 546.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'34" EAST, ALONG SAID EAST LINE 220.00 FEET; THENCE SOUTH 89°36'37" WEST, 466.07 FEET; THENCE NORTH 00°53'49" WEST, 220.00 FEET; THENCE NORTH 89°36'36" EAST, 466.21 FEET TO THE POINT OF BEGINNING.

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.

3. REVISIONS DO NOT CONSTITUTE A RE-CERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.

4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50 AS BEING N89°36'35"E (ASSUMED).

5. THE DESCRIPTION SHOWN HEREON WAS SUPPLIED BY THE CLIENT.

6. UNDERGROUND IMPROVEMENTS AND INSTALLATIONS HAVE NOT BEEN LOCATED.

7. THE LANDS SHOWN HEREON LIE ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD) ACCORDING TO "FIRM" MAP NO. 12069C0590E, DATED DECEMBER 18, 2012.

8. THE ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988) DATUM PER NGS (NATIONAL GEODETIC SURVEY) BENCH MARK NUMBER "D14748", ELEVATION = 121.24'

9. SITE BENCHMARKS ARE SHOWN HEREON.

10. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

⊙	RADIUS	⊙	WELL
△	CENTRAL ANGLE	⊙	ELECTRICAL OUTLET
L	LENGTH	⊙	TELEPHONE RISER
CH	CHORD	⊙	PIE HYDRANT
CB	CHORD BEARING	⊙	MASTER WATER ASSEMBLY
TB	TANGENT BEARING	⊙	SEWER VALVE
(W)	MEASURED	⊙	WATER VALVE
(PL)	PLANT	⊙	RECLAIMED WATER VALVE
(C)	CALCULATED	⊙	IRRIGATION VALVE
(D)	DESCRIPTION	⊙	GAS VALVE
POB	POINT OF BEGINNING	⊙	SANITARY MANHOLE
POC	POINT OF COMMENCEMENT	⊙	GRANDMAN MANHOLE
O.R.	OFFICIAL RECORDS BOOK	⊙	TELEPHONE MANHOLE
PS	PAGE	⊙	GREASE TRAP MANHOLE
TP	TYPICAL	⊙	POWER MANHOLE
P.T.	POINT OF TANGENCY	⊙	WATER SHUT-OFF VALVE
P.C.	POINT OF CURVATURE	⊙	POWER TRANSFORMER
●	IRON ROD & CAP	⊙	WATER METER
●	RAIL & DISC	⊙	POWER METER
⊙	4"x4" CONCRETE MONUMENT	⊙	WATER BLOW-OFF VALVE
⊙	BARBED IRON FENCE	⊙	WATER METER
—	WOOD FENCE	⊙	POWER METER
—	CHAIN LINK FENCE	⊙	CLEAN-OUT
—	EDGE OF ASPHALT PAVEMENT	⊙	PIE REPAIRMENT CONTROL VALVE
⊙	CENTERLINE	⊙	ELECTRIC HAND HOLE
LB	LOCUSSED BUSINESS	⊙	WRING PULL BOX
PS	PROFESSIONAL SURVEYOR & MAPPER	⊙	CABLE TELEVISION RISER
PLS	PROFESSIONAL LAND SURVEYOR	⊙	TELEPHONE ACCESS CABLET
PCP	POLYMER CONCRETE PIPE	⊙	CATCH BASIN
CMP	CORRUGATED METAL PIPE	⊙	CHURN INLET
DMP	DUCTILE IRON PIPE	⊙	DRAIN INLET WITHOUT MANHOLE
OMP	OVERHEAD UTILITY PIPES	⊙	INTERFERED END SECTION
—	OVERHEAD UTILITY PIPES	⊙	VALVE T
—	UNDERGROUND POWER LINE	⊙	VALVE V
—	—	⊙	AIR CONDITIONER
—	—	⊙	POWER BOX
—	—	⊙	MONITORING WELL
—	—	⊙	MILKWAY LIGHT
—	—	⊙	TRAFFIC SIGNAL BOX
—	—	⊙	BOLLARD
—	—	⊙	CROSSWALK POST
—	—	⊙	TRAFFIC FLOW ARROW
—	—	⊙	SOIL BORING

JOB NUMBER: 22005.000

SURVEY DATE:	1-31-2022
FIELD BY:	T. CONARD
FIELD BOOK:	2106
PAGES:	51-52
FIELD FILE:	22005TC.MJF
DRAWING FILE:	22005.DWG

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



SECTION 9	SHEET 2
TOWNSHIP 22 SOUTH	OF 2
RANGE 26 EAST	

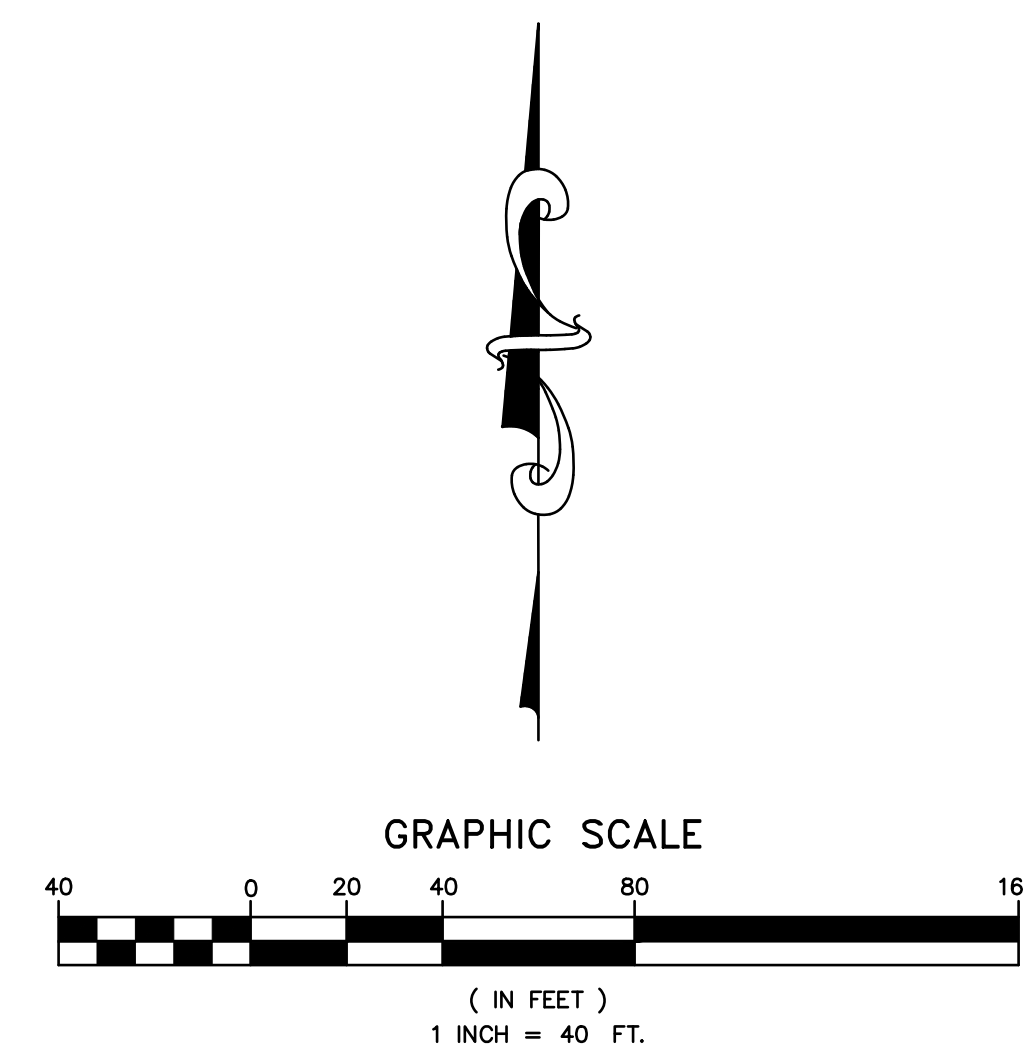


CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106, OAKLAND, FLORIDA 34760
Phone No. 407 905 8877

LEGEND/ABBREVIATIONS:

LEGEND/ABBREVIATIONS:
NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

- | | | | |
|--------|--------------------------------|---|-------------------------------|
| R | RADIUS | ⑦ | WELL |
| Δ | CENTRAL ANGLE | ⑧ | ELECTRICAL OUTLET |
| L | LENGTH | ⑨ | TELEPHONE RISER |
| CH | CHORD | ⑩ | FIRE HYDRANT |
| CH | CHORD BEARING | ⑪ | MASTER WATER ASSEMBLY |
| T.B. | TANGENT BEARING | ⑫ | SEWER VALVE |
| M | MEASURED | ⑬ | WATER VALVE |
| () | PLAT | ⑭ | RECLAIMED WATER VALVE |
| (C) | CALCULATED | ⑮ | IRRIGATION VALVE |
| (D) | DESCRIPTION | ⑯ | GAS VALVE |
| P.O.B. | POINT OF BEGINNING | ⑰ | SANITARY MANHOLE |
| P.O.C. | POINT OF COMMENCEMENT | ⑱ | DRAINAGE MANHOLE |
| D.K. | OFFICIAL RECORDS BOOK | ⑲ | TELEPHONE MANHOLE |
| P.S. | PAISE | ⑳ | GREASE TRAP MANHOLE |
| T. | TYPICAL | ㉑ | POWER MANHOLE |
| P.T. | POINT OF TANGENCY | ㉒ | WATER SHUT-OFF VALVE |
| P.C. | POINT OF CURVATURE | ㉓ | POWER TRANSFORMER |
| ● | IRON ROD & CAP | ㉔ | WATER METER |
| ● | NAL & DISC | ㉕ | GAS METER |
| ○ | 4" x 4" CONCRETE MONUMENT | ㉖ | POWER METER |
| ○ | IRON PIPE | ㉗ | WATER BLOW-OFF VALVE |
| ○ | BARRIED WIRE FENCE | ㉘ | CLEAN-OUT |
| — | WOOD FENCE | ㉙ | FIRE DEPARTMENT CONTROL VALVE |
| — | CHAIN LINK FENCE | ㉚ | ELECTRIC HAND HOLE |
| — | EDE OF ASPHALT PAVEMENT | ㉛ | WRING PULL BOX |
| ⋈ | CENTRELINE | ㉜ | CABLE TELEVISION RISER |
| LB | LICENSED | ㉝ | TELEVISION ACCESS CABINET |
| PSM | PROFESSIONAL SURVEYOR & MAPPER | ㉞ | CATCH BASIN |
| P.S. | PROFESSIONAL LAND SURVEYOR | ㉟ | DRAIN |
| PC | PRECAST CONCRETE PIPE | ㊱ | CURB INLET |
| RC | REINFORCED CONCRETE PIPE | ㊲ | CURB INLET WITHOUT MANHOLE |
| CP | CORRUGATED METAL PIPE | ㊳ | MITERED END SECTION |
| GP | GUSTIC IRON PIPE | ㊴ | UTILITY VALVE |
| VCP | VIBROCAST CLAY PIPE | ㊵ | AIR CONDITIONER |
| CP | CORRUGATED PLASTIC PIPE | ㊶ | POWER BOX |
| — | CHW—CHAINED UTILITY WIRES | ㊷ | MONITORING WELL |
| — | — UNDERGROUND POWER LINE | ㊸ | LIGHT POLE |
| — | — UNDERGROUND GAS LINE | ㊹ | WALKWAY LIGHT |
| — | — UNDERGROUND TELEPHONE LINE | ㊺ | TRAFFIC SIGNAL BOX |
| — | — UNDERGROUND CABLE TELEVISION | ㊻ | BOULEVARD |
| — | — FIBER OPTIC CABLE | ㊼ | CROSSWALK POST |
| ① | WOODEN UTILITY POLE | ㊽ | TRAFFIC FLOW ARROW |
| ② | CONCRETE UTILITY POLE | ㊾ | SLOE BORING |
| ③ | GUY POLE | | |
| ④ | GUY ANCHOR | | |
| — | INVERT ELEVATION | | |
| +88.1 | EXISTING GROUND ELEVATION | | |
| — | EXISTING GROUND CONTOUR | | |
| — | SINGLE POST SIGN | | |
| — | DOUBLE POST SIGN | | |
| — | INDICATED PARKING SPACE (V/C) | | |
| — | SITE BENCH MARK (AS INDICATED) | | |



JOB NUMBER: 22005.000
DRAWING FILE: 22005.DWG

Scott Beckett - AK#2729236 Aerial Map



December 2, 2021

pointLayer



Override 1

polygonLayer



Override 1

Street Names

Local Streets



Subdivision Boundaries

Subdivision Lot Numbers

Property Name

Tax Parcels Alternate Key

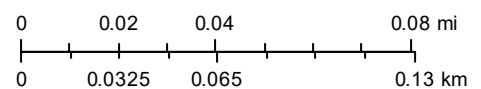


Tax Parcels

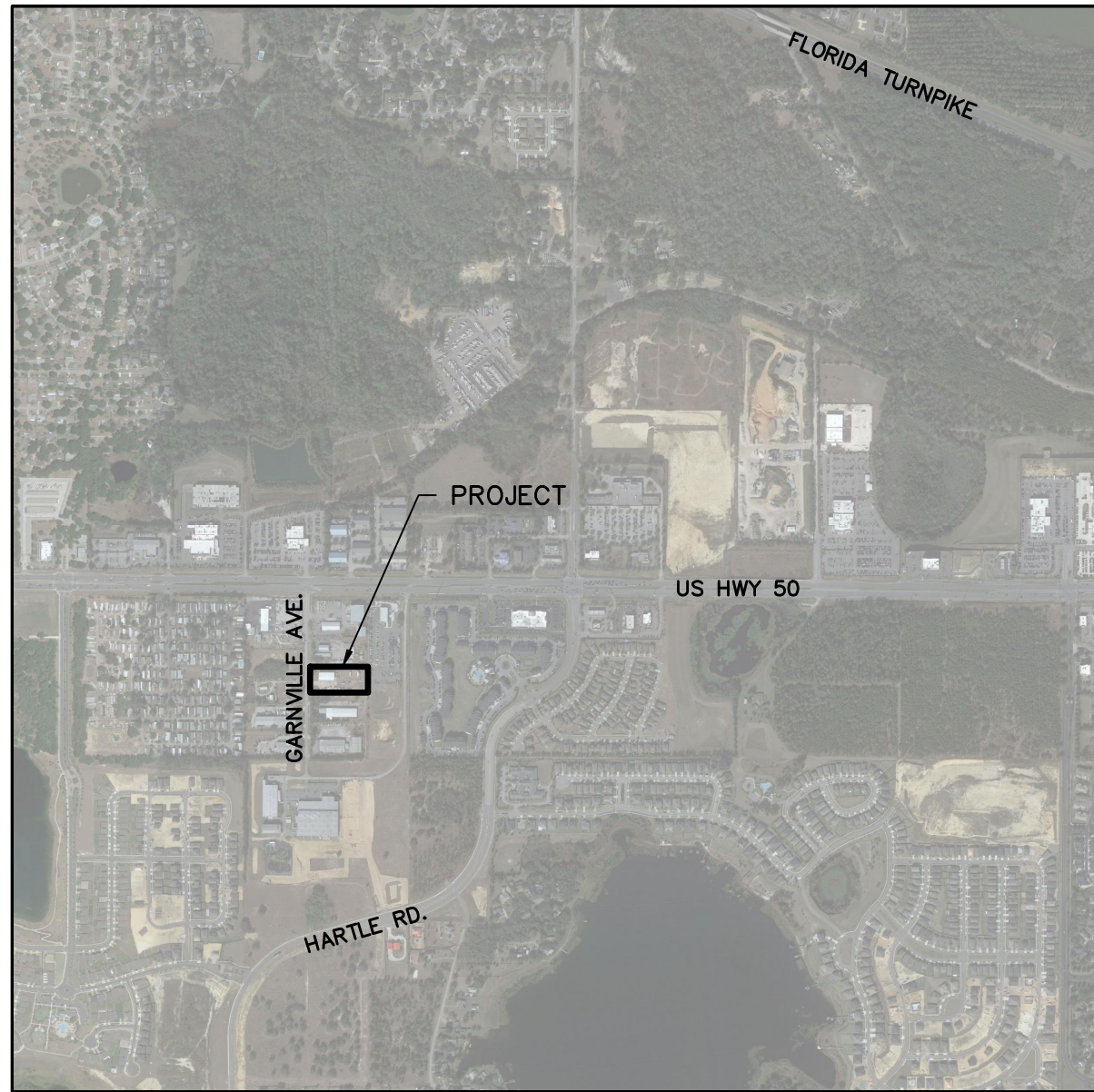
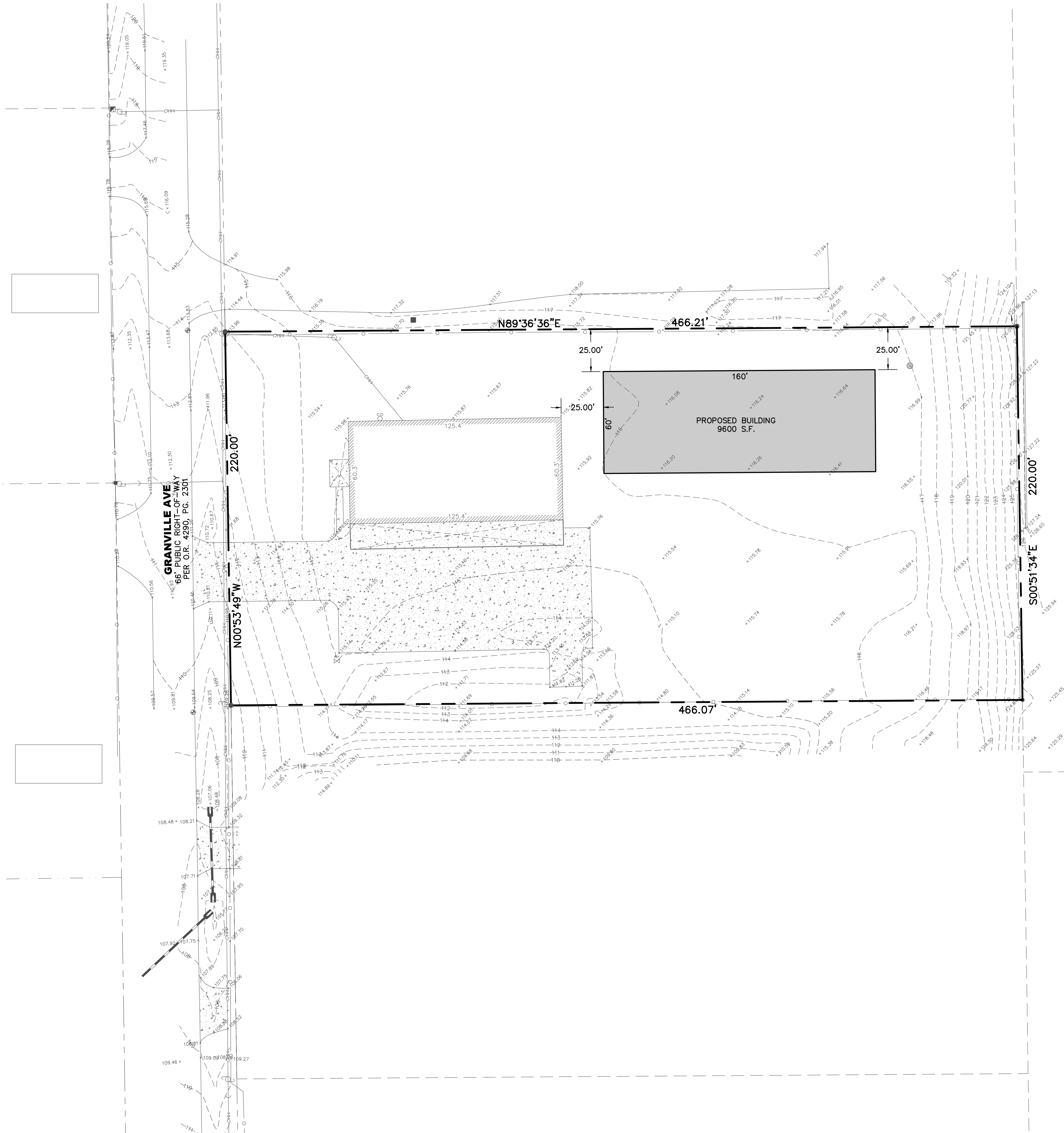


City Limits In

1:2,500



Lake County Property Appraiser
Lake BCC



LEGAL DESCRIPTION:

THAT PART OF TRACTS 24 AND 25; AND THAT PART OF THE WEST 1/2 OF TRACTS 23 AND 26, LAKE HIGHLANDS SUBDIVISION, IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 25 OF SAID LAKE HIGHLANDS SUBDIVISION; THENCE NORTH 00°56'04" WEST, ALONG THE WEST LINE OF TRACTS 25 AND 24 A DISTANCE OF 1294.85 FEET TO THE SOUTH LINE OF STATE ROAD 50; THENCE NORTH 89°36'35" EAST, ALONG SAID RIGHT OF WAY LINE 999.14 FEET TO THE EAST LINE OF THE WEST 1/2 OF AFORESAID TRACT 23; THENCE SOUTH 00°51'3411 EAST, ALONG SAID EAST LINE 546.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'3411 EAST, ALONG SAID EAST LINE 220.00 FEET; THENCE SOUTH 89°36'37" WEST, 466.07 FEET; THENCE NORTH 00°53'49" WEST, 220.00 FEET; THENCE NORTH 89°36'3611 EAST, 466.21 FEET TO THE POINT OF BEGINNING.

SITE DATA:

EXISTING FLU:	LAKE COUNTY "REGIONAL OFFICE"	
PROPOSED FLU:	CITY OF CLERMONT "INDUSTRIAL"	
EXISTING ZONING:	LAKE COUNTY "HEAVY INDUSTRIAL (HM)"	
PROPOSED ZONING:	CITY OF CLERMONT "INDUSTRIAL (M-1)"	
WETLANDS:	NONE	
FLOOD ZONE:	X	
EXISTING BUILDING HEIGHT:	21'	
PROPOSED BUILDING HEIGHT:	29'	
1.0 MAX. FAR	.17 PROPOSED	
80% MAX. ISR	31% PROPOSED	
TOTAL PROJECT AREA:	102,520 ft² OR 2.35 AC.	
SETBACKS & BUFFERS		
FRONT	25'	
SIDE (MIN.)	12'	
REAR (MIN.)	25'	
PARKING REQUIRED:	18 SPACES	
EXISTING PARKING:	10 SPACES	
ADDITIONAL PARKING:	8 SPACES	
TOTAL PARKING:	18 SPACES	
BIKE SPACES REQUIRED:	1	
BIKE SPACES PROVIDED:	3 SPACE BIKE RACK	

Hartenstein Development and Land Use, LLC

RICK HARTENSTEIN, AICP, CPM
PO BOX 625
LAKE PANASOFFKEE, FLORIDA 33538
PHONE: 352-303-5291

USA ROLLERCHAIN & SPROCKET

COOPER ROLLERCHAIN & SPROCKET
13675800 W. HARTLE AVE
CLERMONT, FLORIDA 34712

CONCEPT PLAN

LAKE COUNTY, FLORIDA

Drawn: RAP
Checked: RH
Date: 2/19/22
Scale: AS SHOWN
File No.: 21109

REVISION:
Δ
DATE:
Sheet: 1 Of: 1



CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: 12/XX/2021

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): USA Roller Chain & Sprockets - Office/Warehouse

APPLICANT: Forefront Investment Group, LLC - Christina Beckett

Address: 13610 Granville Av

City: Clermont State: FL Zip: 34711

Phone: 1-407-347-3519 Fax: _____

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

OWNER: Forefront Investment Group, LLC - Christina Beckett

Address: 13610 Granville Av

City: Clermont State: FL Zip: 34711

Phone: 1-407-347-3519 Fax: _____

AGENT NAME (Affidavit required): Hartenstein Development and Land Use, LLC - Rick Hartenstein

Address: P O Box 625

City: Lake Panasoffkee State: FL Zip: 33538

Phone: 1-352-303-5291 Fax: _____

E-Mail: rhartenstein@wicksengineering.com or rickhartenstein@gmail.com

Property address and/or general location: 13610 Granville Av, Clermont FL 34711

Area of property: 2.35 +/- acres, and/or 102,366 +/- sq. ft.

The property is PRESENTLY used for: Office/Storage building that is not occupied

The property is PROPOSED to be used for: Office space and warehouse storage for
a Roller chain and sprocket business.



Existing Lake County Land Use* : Regional Office

Existing Lake County Zoning* : Heavy Industrial (HM)

*** 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: one - office and storage

State the reason or basis for this request: The Owner wishes to relocate his roller chain and sprocket business from Missisippe to Clermont FL and would like to expand under the City regulations and obtain access to water and sewer.

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

Section 26, Township 22S, Range 26E

See attached legal description

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 12th day of January, 2022.

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

Christina Burkett
Landowner (Petitioner)

01/12/2022
Date

Angela Hamilton
Notary Public



Angela Hamilton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG909051
Expires 8/29/2023

08/29/2023
My Commission Expires



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 12/21/2021

Before me, the undersigned authority personally appeared Christina Beckett (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:
The property to be re-developed under the City of Clermont jurisdiction.
3. That said authority (owner) has appointed (agent's name) Rick Hartenstein 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 Christina Beckett
Owner (signature)

X Rick Hartenstein
Agent's (signature)

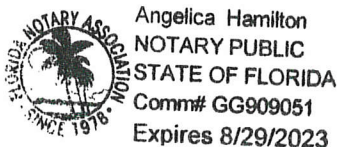
Sworn to and subscribed before
me this 12 day of JANUARY,
2022.

Angela Hamilton
Notary Public, State of FL
My commission expires: 08/29/2023

Sworn to and subscribed before
me this 18 day of Jan,
2022.

Lorraine A Tighe
Notary Public, State of FL
My commission expires: 09/08/2024

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



LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, April 26, 2022 at 6:30 PM at the Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2022-015

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:

13610 GRANVILLE AVENUE, CLERMONT FL
(ALTERNATE KEY #2729236)

LEGAL DESCRIPTION:

That part of Tract 24 and 25; and that part of the West ½ of Tracts 23 and 26, Lake Highlands Subdivision, in Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract 25 of said Lake Highlands Subdivision; thence North 00° 56' 04" West, along the West line of Tract 25 and 24 a distance of 1,294.85 feet to the South line of State Road 50; thence North 89° 36' 35" East, along said right of way line 999.14 feet to the East line of the West ½ of aforesaid Tract 23; thence South 00° 51' 34" East, along said East line 546.00 feet to the Point of Beginning; thence continue South 00° 51' 34" East, along said East line 220.00 feet; thence South 89° 36' 37" West, 466.07 feet; thence North 00° 53' 49" West, 220.00 feet; thence North 89° 36' 36" East, 466.21 feet to the Point of Beginning.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 AM to 5 PM.

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

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

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Ordinance No. 2022-16 <i>Introduction</i> <i>USA Roller Chain Small-scale CPA</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-016		
Staff Report		
The applicant is requesting an annexation, small-scale comprehensive plan amendment, and rezoning of the 2.35 acre+/- parcel located at 13610 Granville Avenue. The current site conditions contains an existing warehouse building and light manufacturing with associated parking for the business. The subject property is contiguous to Clermont boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The City of Clermont has sufficient capacity to provide water and sewer services for the development. The annexation request also included a petition for a small-scale comprehensive plan amendment to change the existing land use map from Lake County Regional Office to Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to the Clermont "M-1" Industrial category. The Clermont Land Development Codes, Section 122-263, "M-1", Industrial zoning allows warehouse and light manufacturing as permitted uses. The applicant indicates that upon annexation of the property into the City's boundaries, it would allow any future development or expansion of the site to comply with the Clermont Land Development Regulations and Standards. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use of the site is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for Industrial zoning. Staff recommends approval of Ordinance No. 2022-015 annexation and Ordinance No. 2022-016, changing the future land use designation to Clermont Industrial and approval of Ordinance No. 2021-017, rezoning the subject parcel to M-1 Industrial zoning.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	
2. CPA Ord. 2022-016 - FINAL	Ord 2022-016 - USA Rollerchain SS CPA (03.28.2022).pdf	
3. LOCATION MAP	LOCATION MAP.pdf	
4. FLU MAPS	FLU MAPS.pdf	
5. USA ROLLERCHAIN & SPROCKET CONCEPT PLAN	USA ROLLERCHAIN & SPROCKET CONCEPT PLAN.pdf	
6. Forefront Investment Group - Comp Plan Application	Forefront Investment Group - Comp Plan Application	

7.	2021 CPA Legal AD-Clermont	2021.pdf CPA Legal AD-Clermont.pdf
----	-------------------------------	---------------------------------------



CITY OF CLERMONT Staff Analysis Report

OWNER: Forefront Investment Group, LLC-Christina Beckett

APPLICANT: Hartenstein Development and Land Use, LLC

PROJECT NAME: USA Roller Chains and Sprockets Office/Warehouse

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, and rezoning of subject property.

SIZE OF PARCEL: 2.35 acres +/- (Alternate Key 2729236)

LOCATION: 13610 Granville Avenue

EXISTING ZONING: **FROM:** Lake County "HM" Heavy Industrial
TO: Clermont "M-1" Industrial

EXISTING LAND USE: Existing warehouse office building

FUTURE LAND USE CATEGORY: **FROM:** Lake County Regional Office
TO: Clermont Industrial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, and rezoning of 2.35 acre+/- parcel located at 13610 Granville Avenue. The current site conditions contains an existing warehouse building and light manufacturing with associated parking for the business. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The City of Clermont has sufficient capacity to provide water and sewer services for the development.

The annexation request; also included a petition for a small-scale comprehensive plan amendment to change the existing land use map from Lake County Regional Office to Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to Clermont "M-1" Industrial

category. The Clermont Land Development Codes, Section 122-263, “M-1” Industrial zoning allows warehouse and light manufacturing as permitted uses.

The applicant indicates that upon annexation of the property into the City’s boundaries, would allow any future development or expansions to the site will be required to comply with Clermont Land Development Regulations and Standards.

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use of the site is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for Industrial zoning.

The map shows a street grid with Grandville Ave running horizontally. To the north of Grandville Ave are several large lots, some labeled with numbers like 10000, 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10008, 10009, 10010, 10011, 10012, 10013, 10014, 10015, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10036, 10037, 10038, 10039, 10040, 10041, 10042, 10043, 10044, 10045, 10046, 10047, 10048, 10049, 10050, 10051, 10052, 10053, 10054, 10055, 10056, 10057, 10058, 10059, 10060, 10061, 10062, 10063, 10064, 10065, 10066, 10067, 10068, 10069, 10070, 10071, 10072, 10073, 10074, 10075, 10076, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10100. To the south of Grandville Ave are more lots, some labeled with numbers like 10000, 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10008, 10009, 10010, 10011, 10012, 10013, 10014, 10015, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10036, 10037, 10038, 10039, 10040, 10041, 10042, 10043, 10044, 10045, 10046, 10047, 10048, 10049, 10050, 10051, 10052, 10053, 10054, 10055, 10056, 10057, 10058, 10059, 10060, 10061, 10062, 10063, 10064, 10065, 10066, 10067, 10068, 10069, 10070, 10071, 10072, 10073, 10074, 10075, 10076, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10100. The 'Site' is located on Grandville Ave, south of the intersection with Castle Hill Rd. The map also shows a school and a park.



CITY OF CLERMONT
ORDINANCE NO. 2022-016

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, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND 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 ORDAINED AND ADOPTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

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

LEGAL DESCRIPTION:

That part of Tract 24 and 25; and that part of the West ½ of Tracts 23 and 26, Lake Highlands Subdivision, in Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract 25 of said Lake Highlands Subdivision; thence North 00° 56' 04" West, along the West line of Tract 25 and 24 a distance of 1,294.85 feet to the South line of State Road 50; thence North 89° 36' 35" East, along said right of way line 999.14 feet to the East line of the West ½ of aforesaid Tract 23; thence South 00° 51' 34" East, along said East line 546.00 feet to the Point of Beginning; thence continue South 00° 51' 34" East,

CITY OF CLERMONT
ORDINANCE NO. 2022-016

along said East line 220.00 feet; thence South 89° 36' 37" West, 466.07 feet; thence North 00° 53' 49" West, 220.00 feet; thence North 89° 36' 36" East, 466.21 feet to the Point of Beginning.

LOCATION:

13610 Granville Avenue, Clermont FL
(Alternate Key #2729236)



CHANGE IN FUTURE LAND USE CLASSIFICATION:

**FROM: LAKE COUNTY REGIONAL COMMERCIAL
TO: CITY OF CLERMONT INDUSTRIAL**

SECTION 2: SEVERABILITY

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: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4: PUBLICATION & EFFECTIVE DATE

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. 2022-016

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of April, 2022.

Tim Murry, Mayor

ATTEST:

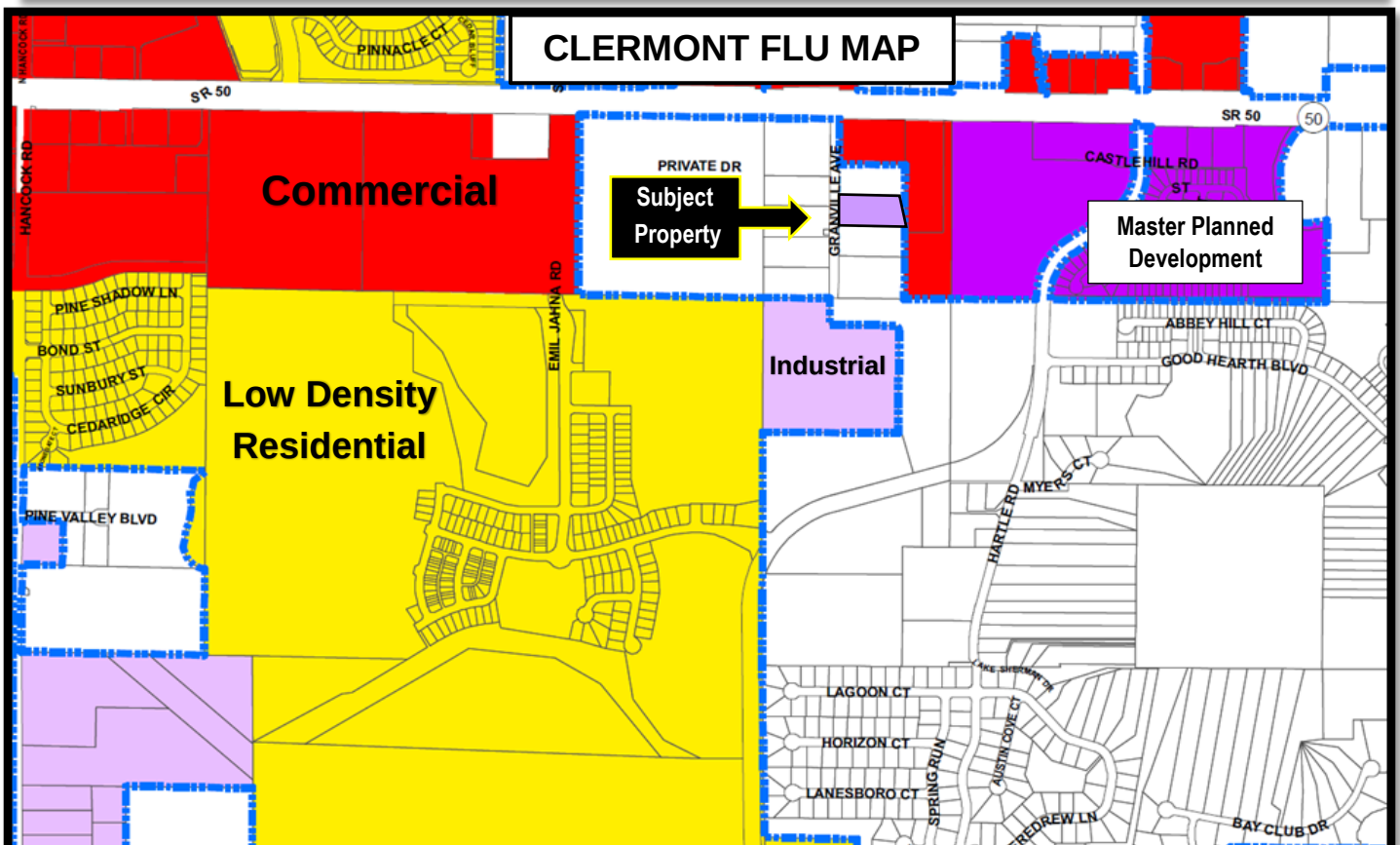
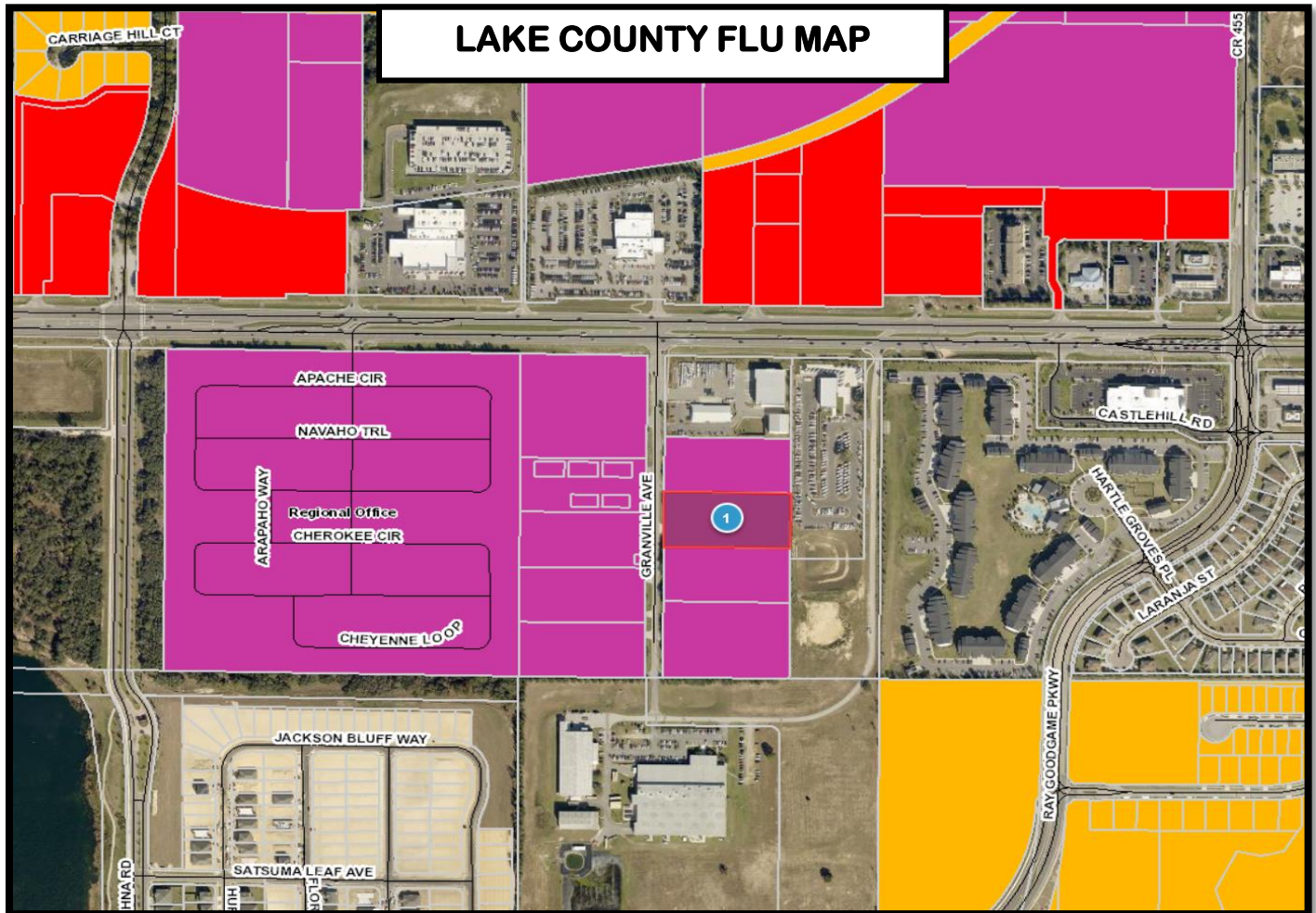
Tracy Ackroyd Howe, MMC
City Clerk

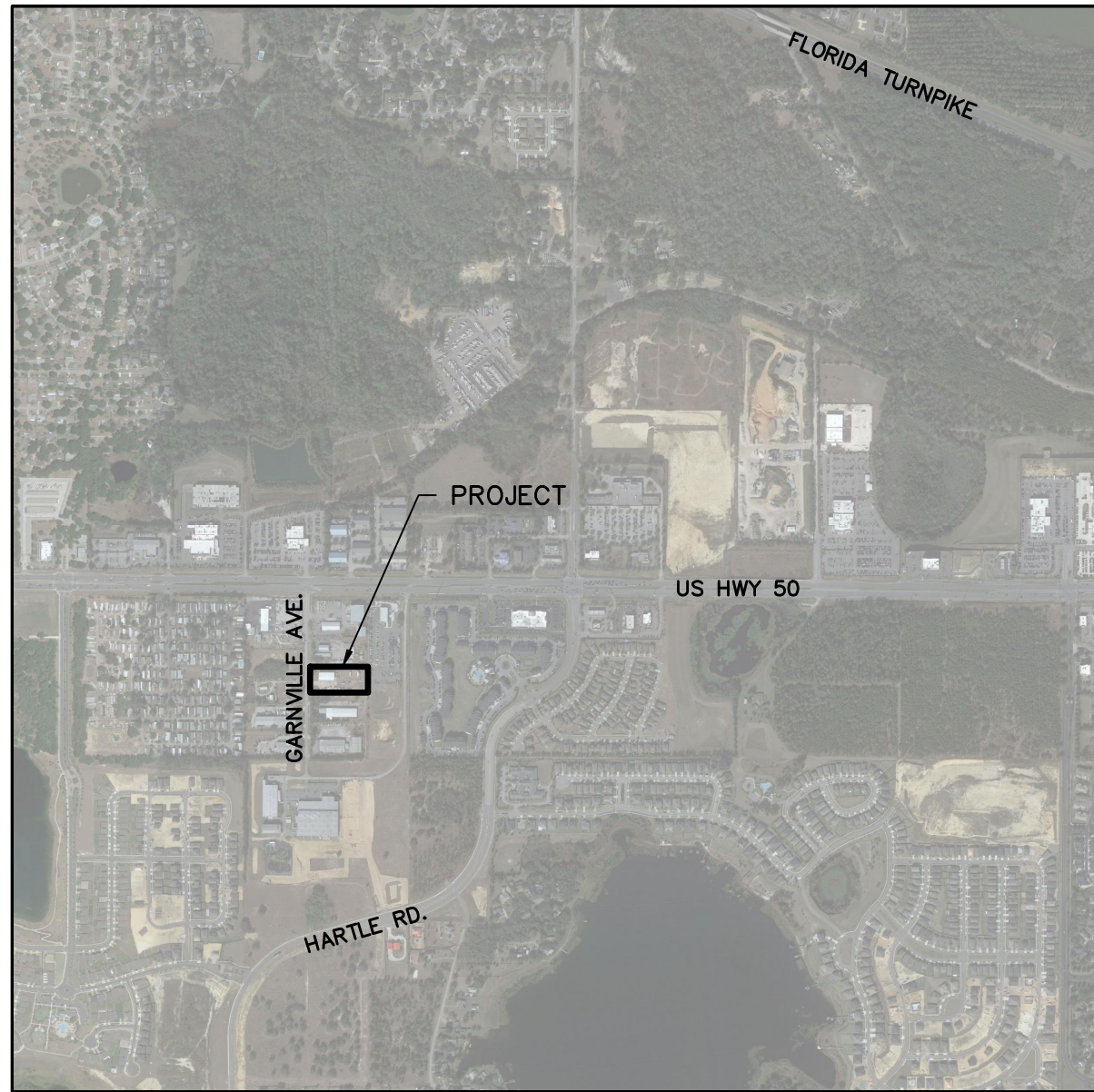
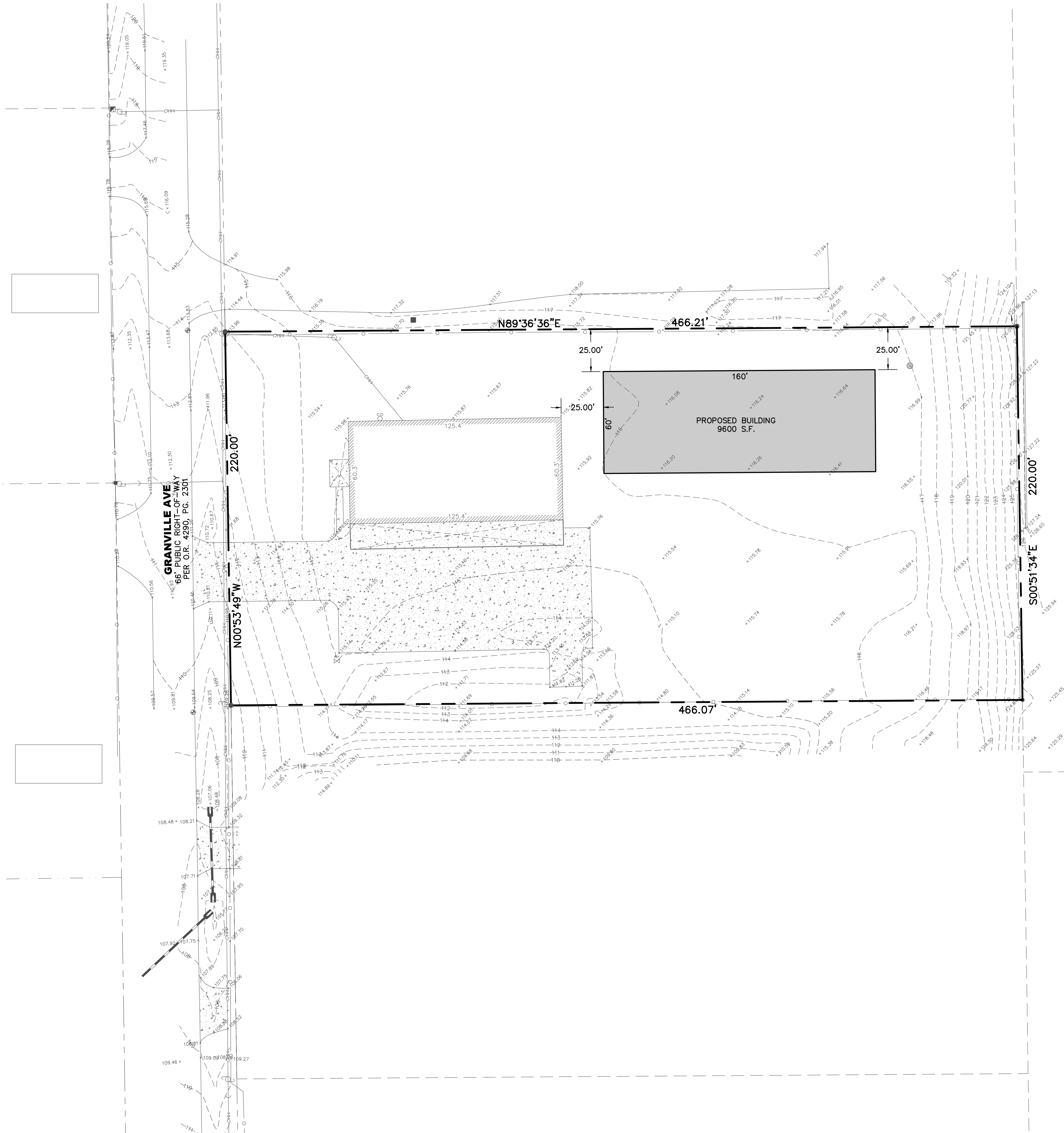
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP







LOCATION MAP
NTS

LEGAL DESCRIPTION:

THAT PART OF TRACTS 24 AND 25; AND THAT PART OF THE WEST 1/2 OF TRACTS 23 AND 26, LAKE HIGHLANDS SUBDIVISION, IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 25 OF SAID LAKE HIGHLANDS SUBDIVISION; THENCE NORTH 00°56'04" WEST, ALONG THE WEST LINE OF TRACTS 25 AND 24 A DISTANCE OF 1294.85 FEET TO THE SOUTH LINE OF STATE ROAD 50; THENCE NORTH 89°36'35" EAST, ALONG SAID RIGHT OF WAY LINE 999.14 FEET TO THE EAST LINE OF THE WEST 1/2 OF AFORESAID TRACT 23; THENCE SOUTH 00°51'3411 EAST, ALONG SAID EAST LINE 546.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'3411 EAST, ALONG SAID EAST LINE 220.00 FEET; THENCE SOUTH 89°36'37" WEST, 466.07 FEET; THENCE NORTH 00°53'49" WEST, 220.00 FEET; THENCE NORTH 89°36'3611 EAST, 466.21 FEET TO THE POINT OF BEGINNING.

SITE DATA:

EXISTING FLU:	LAKE COUNTY "REGIONAL OFFICE"	
PROPOSED FLU:	CITY OF CLERMONT "INDUSTRIAL"	
EXISTING ZONING:	LAKE COUNTY "HEAVY INDUSTRIAL (HM)"	
PROPOSED ZONING:	CITY OF CLERMONT "INDUSTRIAL (M-1)"	
WETLANDS:	NONE	
FLOOD ZONE:	X	
EXISTING BUILDING HEIGHT:	21'	
PROPOSED BUILDING HEIGHT:	29'	
1.0 MAX. FAR	.17 PROPOSED	
80% MAX. ISR	31% PROPOSED	
TOTAL PROJECT AREA:	102,520 ft² OR 2.35 AC.	
SETBACKS & BUFFERS		
FRONT	25'	
SIDE (MIN.)	12'	
REAR (MIN.)	25'	
PARKING REQUIRED:	18 SPACES	
EXISTING PARKING:	10 SPACES	
ADDITIONAL PARKING:	8 SPACES	
TOTAL PARKING:	18 SPACES	
BIKE SPACES REQUIRED:	1	
BIKE SPACES PROVIDED:	3 SPACE BIKE RACK	

Hartenstein Development and Land Use, LLC
RICK HARTENSTEIN, AICP, CPM
PO BOX 625
LAKE PANASOFFREE, FLORIDA 33538
PHONE: 352-303-5291

USA ROLLERCHAIN & SPROCKET
COOPER ROLLERCHAIN, INC.
13675800 W. WILSON AVE.
CLERMONT, FLORIDA 34712

USA ROLLERCHAIN & SPROCKET
CONCEPT PLAN
LAKE COUNTY, FLORIDA

Drawn: RAP	REVISION:	DATE:
Checked: RH	Δ	
Date: 2/19/22		
Scale: AS SHOWN		
File No.: 21109		
Sheet: 1 Of: 1		



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 12/XX/2021

FEE: \$755.00

Project Name (if applicable): USA Roller Chain and Sprockets - Office/Warehouse

Applicant: Forefront Investment Group, LLC - Christina Beckett

Contact Person: Scott Beckett

Address: 13610 Granville Av

City: Clermont State: FL Zip: 34711

Phone: 1-407-347-3519 Fax: _____

E-Mail: Scott Beckett <scottb@usarollerchain.com>

OWNER: Forefront Investment Group, LLC - Christina Beckett

Address: 13610 Granville Av

City: Clermont State: FL Zip: 34711

Phone: 1-407-347-3519 Fax: _____

E-Mail: Scott Beckett <scottb@usarollerchain.com>

General Location: take SR 50 east from US Hwy 27 to Granville Av turn right to 13610 Granville Av.

Legal Description (include copy of survey): See attached legal description

Property size (in acres or square feet):

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

Existing (Actual) Land Use: Lake Co. Regional Office FLU / Office/Warehouse

Existing Zoning: Lake Co. "Heavy Industrial (HM)"

Existing Future Land Use: Lake Co. Regional Office FLU

Proposed Future Land Use: City of Clermont "Industrial"

Type of development proposed: Office/warehouse for a Roller Chain and Sprocket business



Proposed density (dwelling units/acre) or intensity: 15% Intensity

Proposed Zoning District: City of Clermont "Industrial (M-1)"

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).

The Owner is requesting to annex into the City of Clermont and will need to change the FLU from Lake Co. "Regional Office FLU" to City of Clermont "Industrial FLU" so the proposed use (Office/Warehouse) will have the correct City land use for the proposed project.

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

Christina Beckett

_____, 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
Lake Co. "Regional Office FLU" to Clermont "Industrial FLU" 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.

Christina Beckett

Affiant - Applicant Name (print)

X 

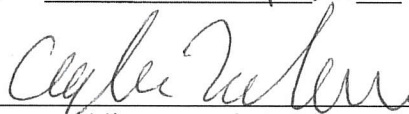
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 12 day of JANUARY, 20 22.



Angelica Hamilton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG909051
Expires 8/29/2023

X 
Notary Public, State of Florida at Large

My Commission Expires: 8/29/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Christina Beckett

_____, 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
Lake Co. "Regional Office FLU" to Clermont "Industrial FLU" for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed **Rick Hartenstein** 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.

Christina Beckett

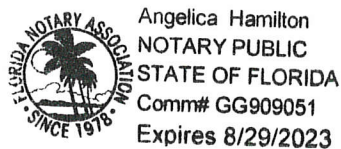
Affiant - Applicant Name (print)

X **Christina Beckett**

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 12 day of JANUARY, 20 22.



X **Angelica Hamilton**

Notary Public, State of Florida at Large

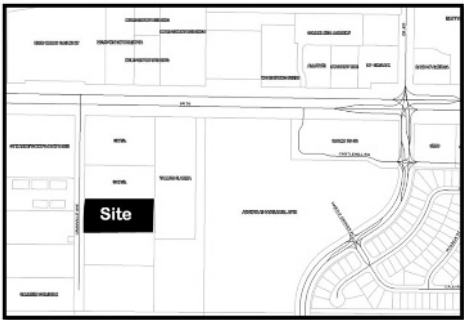
My Commission Expires: 8/29/2023

CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small-Scale Comprehensive Plan Amendment
ORDINANCE NO. 2022-016

The City of Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, April 5, 2022 at 6:30 PM and a public meeting before the Clermont City Council will be held on Tuesday, April 26, 2022 at 6:30 PM for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel identified below and with this Ordinance from Lake County Regional Commercial to City of Clermont Industrial. Alternate Key 2729236.

ORDINANCE NO. 2022-016

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



LOCATION:

13610 Granville Avenue, Clermont FL
(Alternate Key #2729236)

LEGAL DESCRIPTION:

That part of Tract 24 and 25; and that part of the West ½ of Tracts 23 and 26, Lake Highlands Subdivision, in Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract 25 of said Lake Highlands Subdivision; thence North 00° 56' 04" West, along the West line of Tract 25 and 24 a distance of 1,294.85 feet to the South line of State Road 50; thence North 89° 36' 35" East, along said right of way line 999.14 feet to the East line of the West ½ of aforesaid Tract 23; thence South 00° 51' 34" East, along said East line 546.00 feet to the Point of Beginning; thence continue South 00° 51' 34" East, along said East line 220.00 feet; thence South 89° 36' 37" West, 466.07 feet; thence North 00° 53' 49" West, 220.00 feet; thence North 89° 36' 36" East, 466.21 feet to the Point of Beginning.

LAND USE CHANGE:

FROM: LAKE COUNTY REGIONAL COMMERCIAL
TO: CITY OF CLERMONT INDUSTRIAL

The public hearings are held at the Clermont City Hall, First Floor-Council Chambers located at 685 W. Montrose Street, and are open to public comments. The proposed future land use map amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 AM and 5 PM Monday through Friday.

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

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 12, 2022		
Agenda Item Name		
Ordinance No. 2022-017 <i>Introduction USA Roller Chain Rezoning</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-017		
Staff Report		
The applicant is requesting an annexation, small-scale comprehensive plan amendment, and rezoning of the 2.35 acre+/- parcel located at 13610 Granville Avenue. The current site conditions contains an existing warehouse building and light manufacturing with associated parking for the business. The subject property is contiguous to Clermont Boundaries and meets the requirements of Florida Statutes, Chapter 171 for Annexation. The City of Clermont has sufficient capacity to provide water and sewer services for the development. The annexation request also included a petition for a small-scale comprehensive plan amendment to change the existing land use map from Lake County Regional Office to Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to the Clermont "M-1" Industrial category. The Clermont Land Development Codes, Section 122-263, "M-1", Industrial zoning allows warehouse and light manufacturing as permitted uses. The applicant indicates that upon annexation of the property into the City's boundaries, would allow any future development or expansion of the site will require compliance with Clermont Land Development Regulations and Standards. Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use of the site is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for Industrial zoning. Staff recommends <u>approval</u> of Ordinance No. 2022-015 annexation and Ordinance No. 2022-016, changing the future land use designation to Clermont Industrial and approval of Ordinance No. 2021-017, rezoning the subject parcel to M-1 Industrial zoning.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Staff Analysis Report	Staff Analysis Report.pdf	
2. Ord 2022-017, USA Rollerchains Rezoning (03.29.2022)	Ord 2022-017, USA Rollerchains Rezoning (03.29.2022).pdf	
3. LOCATION MAP	LOCATION MAP.pdf	
4. Zoning Maps	Zoning Maps.pdf	
5. USA ROLLERCHAIN & SPROCKET CONCEPT PLAN	USA ROLLERCHAIN & SPROCKET CONCEPT PLAN.pdf	
6. Forefront Investment Group Rezoning App	Forefront Investment Group Rezoning App.pdf	



CITY OF CLERMONT Staff Analysis Report

OWNER: Forefront Investment Group, LLC-Christina Beckett

APPLICANT: Hartenstein Development and Land Use, LLC

PROJECT NAME: USA Roller Chains and Sprockets Office/Warehouse

REQUESTED ACTION: A request for annexation, small-scale comprehensive plan amendment, and rezoning of subject property.

SIZE OF PARCEL: 2.35 acres +/- (Alternate Key 2729236)

LOCATION: 13610 Granville Avenue

EXISTING ZONING: **FROM:** Lake County "HM" Heavy Industrial
TO: Clermont "M-1" Industrial

EXISTING LAND USE: Existing warehouse office building

FUTURE LAND USE CATEGORY: **FROM:** Lake County Regional Office
TO: Clermont Industrial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting an annexation, small-scale comprehensive plan amendment, and rezoning of 2.35 acre +/- parcel located at 13610 Granville Avenue. The current site conditions contains an existing warehouse building and light manufacturing with associated parking for the business. The subject property is contiguous to Clermont Boundaries and meet the requirements of Florida Statutes, Chapter 171 for Annexation. The City of Clermont has sufficient capacity to provide water and sewer services for the development.

The annexation request; also included a petition for a small-scale comprehensive plan amendment to change the existing land use map from Lake County Regional Office to Clermont Industrial designation. The proposed rezoning request would change the current zoning from Lake County "HM" Heavy Industrial to Clermont "M-1" Industrial

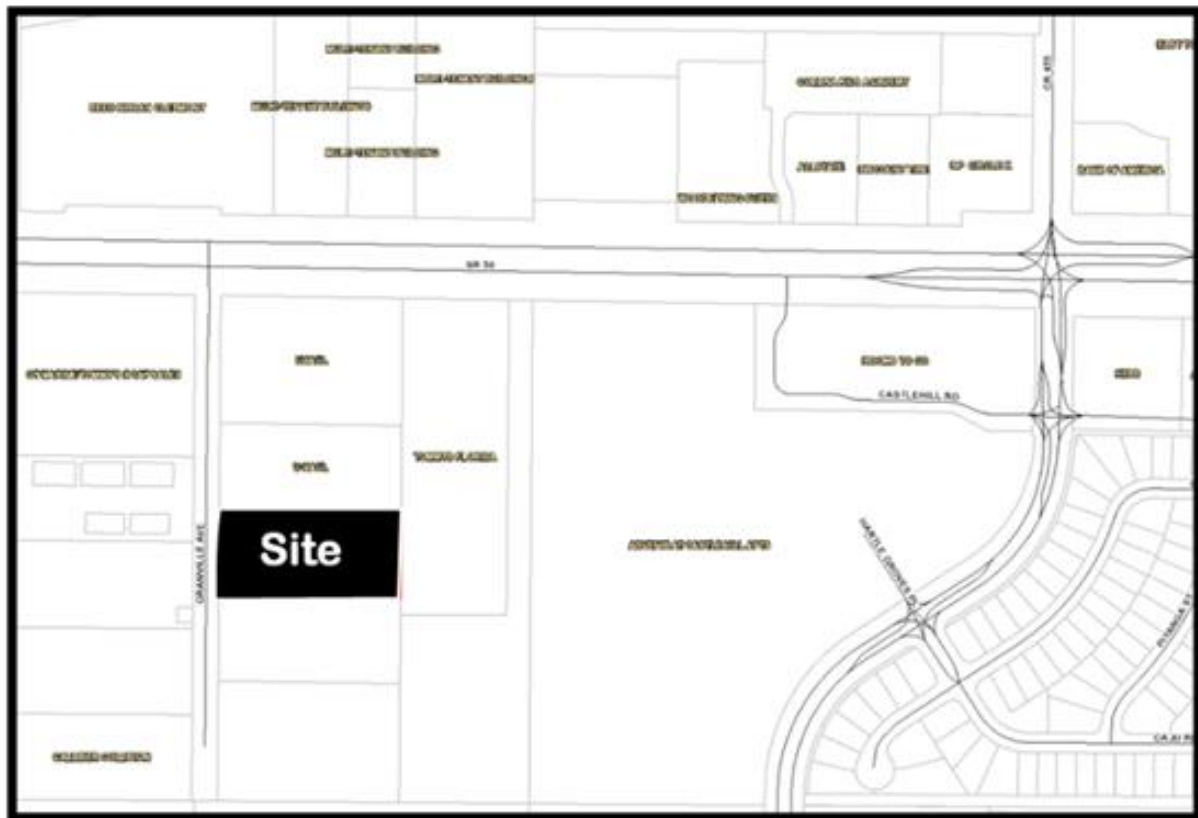
category. The Clermont Land Development Codes, Section 122-263, “M-1” Industrial zoning allows warehouse and light manufacturing as permitted uses.

The applicant indicates that upon annexation of the property into the City’s boundaries, would allow any future development or expansions to the site will be required to comply with Clermont Land Development Regulations and Standards.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use of the site is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for Industrial zoning.

Staff recommends approval of Ordinance No. 2022-015 annexation and Ordinance No. 2022-016, changing the future land use designation to Clermont Industrial and approval of Ordinance No. 2021-017, rezoning the subject parcel to M-1 Industrial zoning.





CITY OF CLERMONT
ORDINANCE NO. 2022-017

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, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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

That part of Tract 24 and 25; and that part of the West ½ of Tracts 23 and 26, Lake Highlands Subdivision, in Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract 25 of said Lake Highlands Subdivision; thence North 00° 56' 04" West, along the West line of Tract 25 and 24 a distance of 1,294.85 feet to the South line of State Road 50; thence North 89° 36' 35" East, along said right of way line 999.14 feet to the East line of the West ½ of aforesaid Tract 23; thence South 00° 51' 34" East, along said East line 546.00 feet to the Point of Beginning; thence continue South 00° 51' 34" East, along said East line 220.00 feet; thence South 89° 36' 37" West, 466.07 feet; thence North 00° 53' 49" West, 220.00 feet; thence North 89° 36' 36" East, 466.21 feet to the Point of Beginning.

LOCATION:

13610 Granville Avenue, Clermont, FL
Alternate Key 2729236

LOCATION MAP



REZONING OF PROPERTY:

**FROM: LAKE COUNTY “HM” Heavy Industrial District
TO: CLERMONT “M-1” Industrial District**

SECTION 2:

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

SECTION 3: SEVERABILITY

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: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2022-017

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of April, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

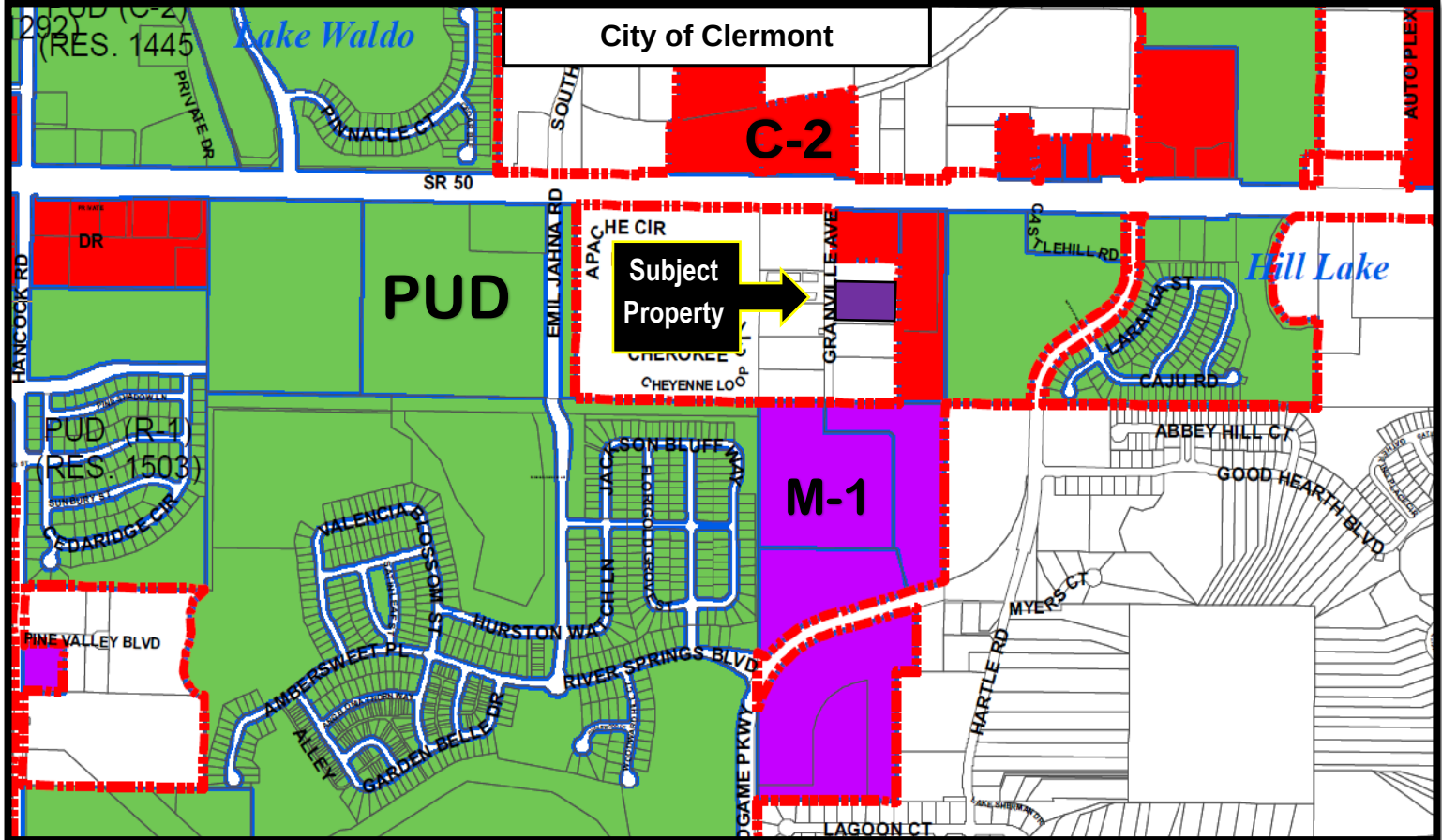
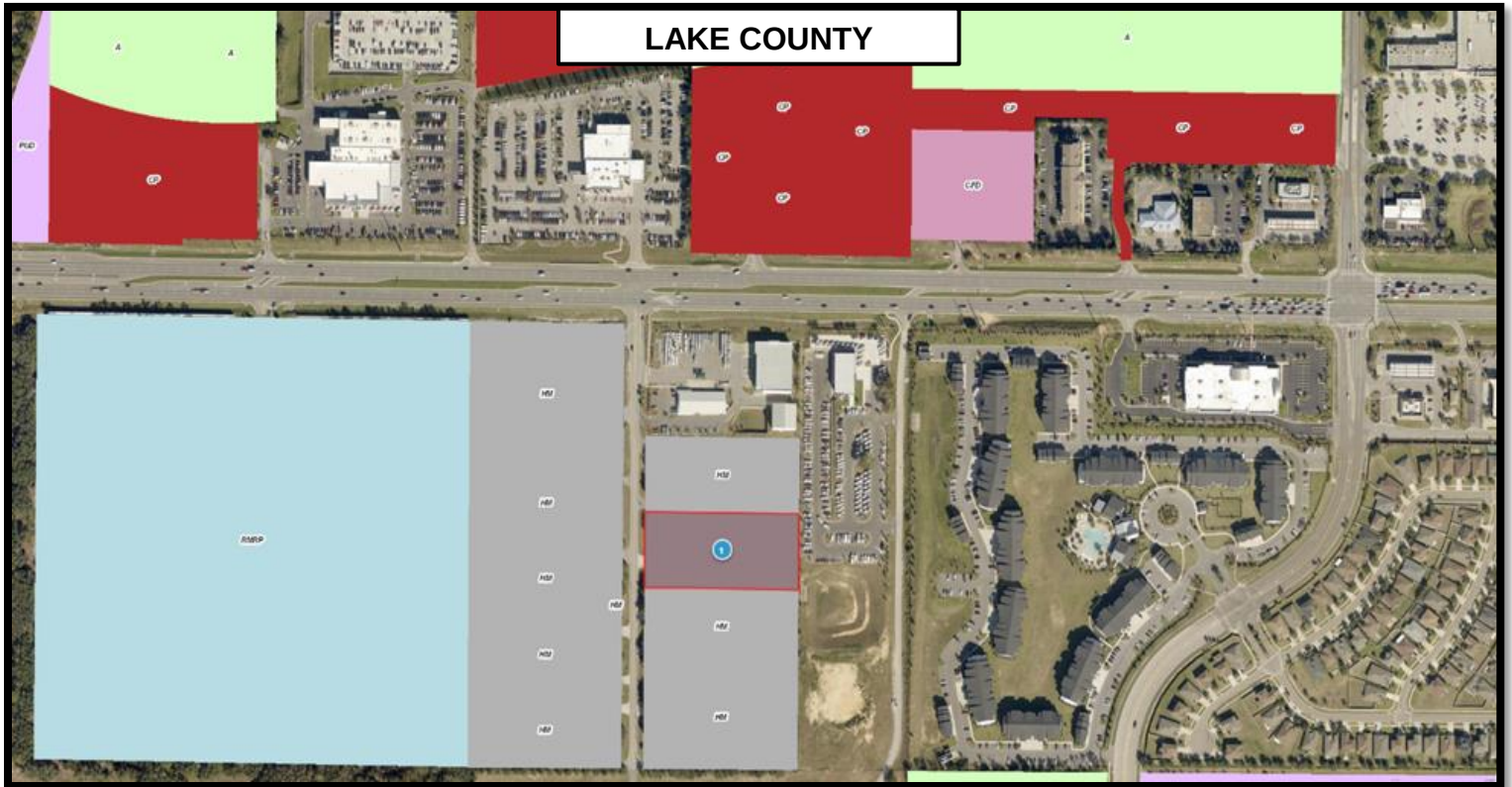
APPROVED AS TO FORM AND LEGALITY:

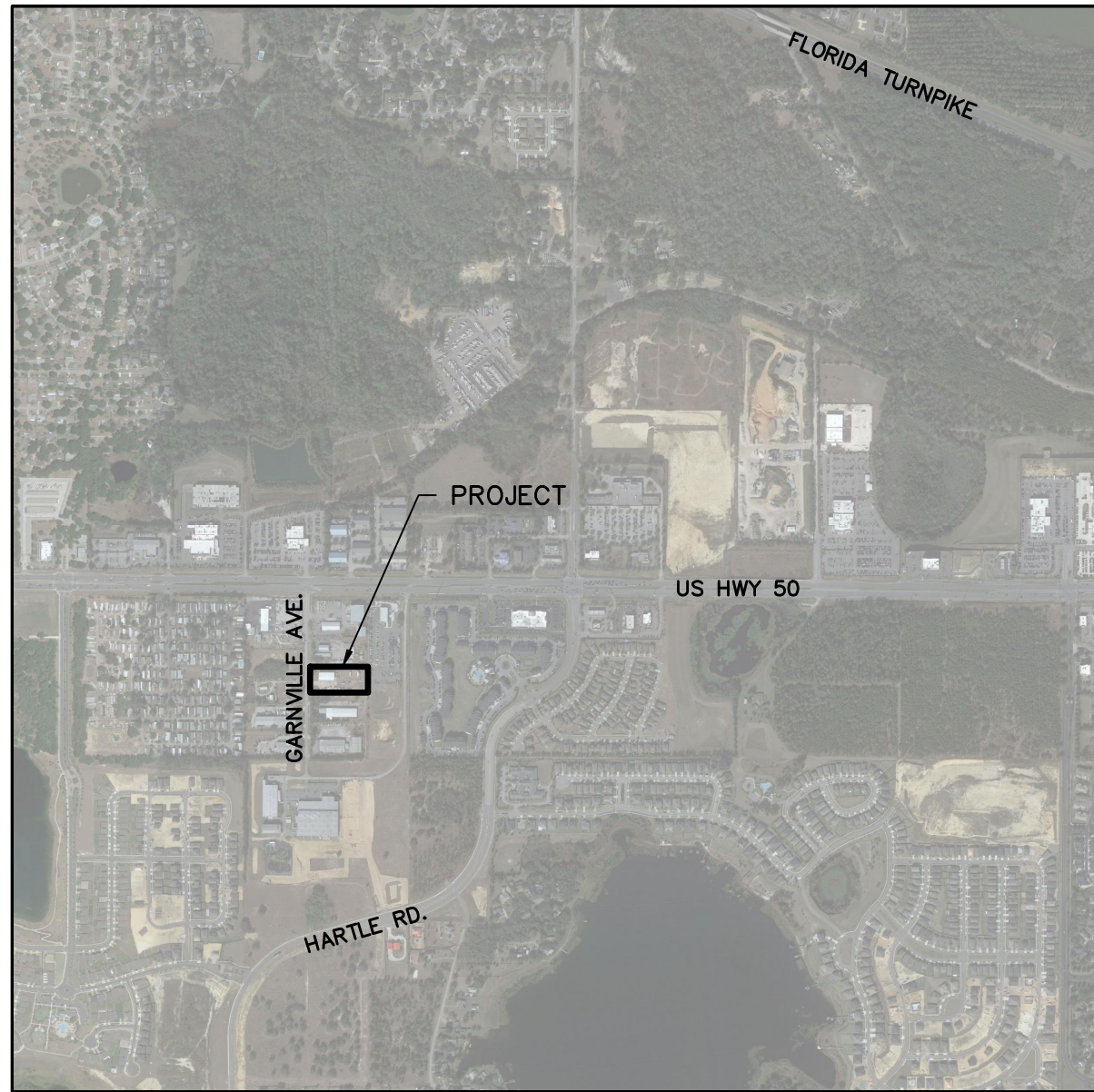
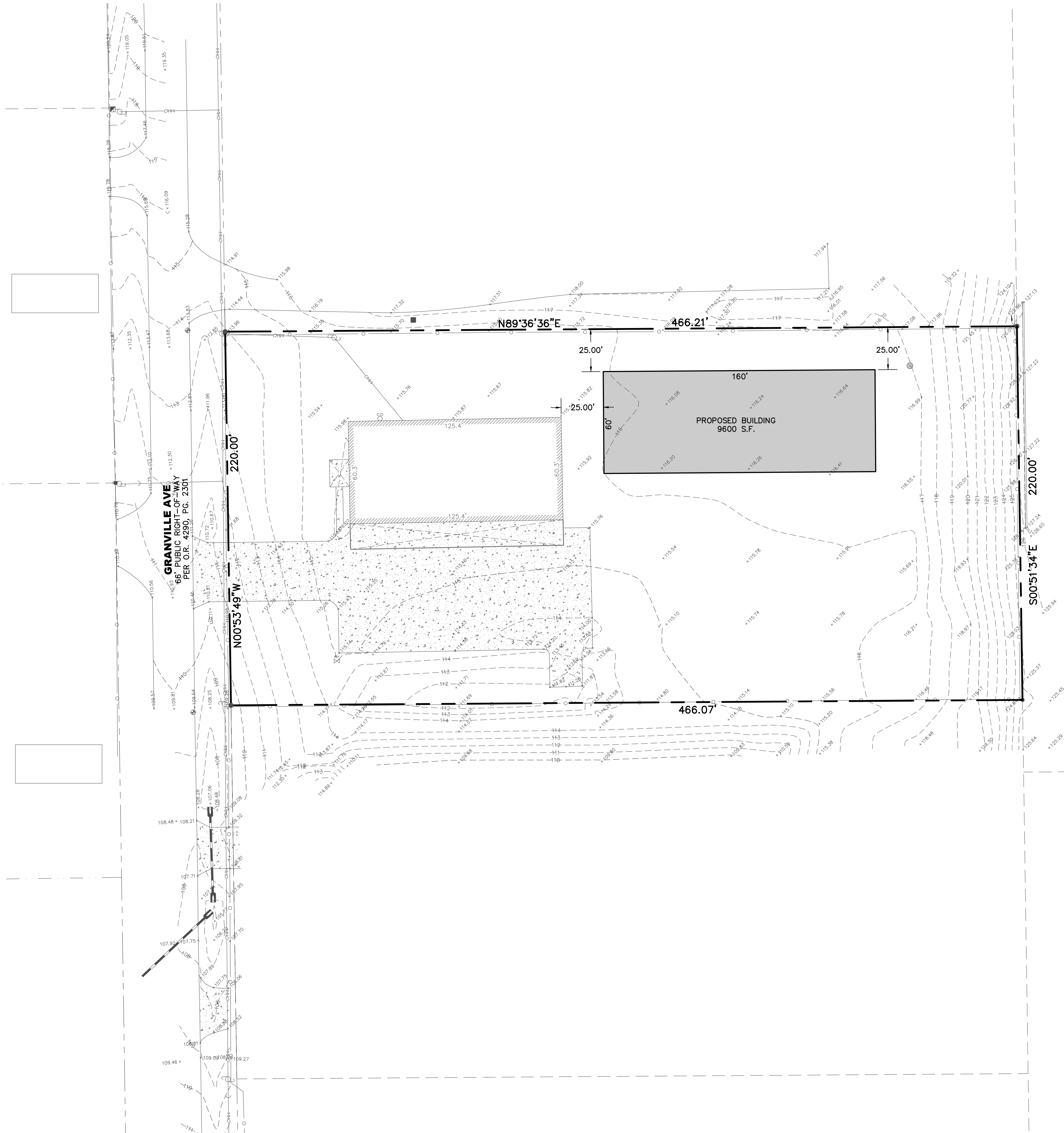
Daniel F. Mantzaris, City Attorney

LOCATION MAP



ZONING MAPS





LOCATION MAP
NTS

LEGAL DESCRIPTION:

THAT PART OF TRACTS 24 AND 25; AND THAT PART OF THE WEST 1/2 OF TRACTS 23 AND 26, LAKE HIGHLANDS SUBDIVISION, IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 25 OF SAID LAKE HIGHLANDS SUBDIVISION; THENCE NORTH 00°56'04" WEST, ALONG THE WEST LINE OF TRACTS 25 AND 24 A DISTANCE OF 1294.85 FEET TO THE SOUTH LINE OF STATE ROAD 50; THENCE NORTH 89°36'35" EAST, ALONG SAID RIGHT OF WAY LINE 999.14 FEET TO THE EAST LINE OF THE WEST 1/2 OF AFORESAID TRACT 23; THENCE SOUTH 00°51 '3411 EAST, ALONG SAID EAST LINE 546.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'3411 EAST, ALONG SAID EAST LINE 220.00 FEET; THENCE SOUTH 89°36'37" WEST, 466.07 FEET; THENCE NORTH 00°53'49" WEST, 220.00 FEET; THENCE NORTH 89°36'3611 EAST, 466.21 FEET TO THE POINT OF BEGINNING.

SITE DATA:

EXISTING FLU:	LAKE COUNTY "REGIONAL OFFICE"	
PROPOSED FLU:	CITY OF CLERMONT "INDUSTRIAL"	
EXISTING ZONING:	LAKE COUNTY "HEAVY INDUSTRIAL (HM)"	
PROPOSED ZONING:	CITY OF CLERMONT "INDUSTRIAL (M-1)"	
WETLANDS:	NONE	
FLOOD ZONE:	X	
EXISTING BUILDING HEIGHT:	21'	
PROPOSED BUILDING HEIGHT:	29'	
1.0 MAX. FAR		.17 PROPOSED
80% MAX. ISR		31% PROPOSED
TOTAL PROJECT AREA:		102,520 ft² OR 2.35 AC.
SETBACKS & BUFFERS		
FRONT		25'
SIDE (MIN.)		12'
REAR (MIN.)		25'
PARKING REQUIRED:		18 SPACES
EXISTING PARKING:		10 SPACES
ADDITIONAL PARKING:		8 SPACES
TOTAL PARKING:		18 SPACES
BIKE SPACES REQUIRED:		1
BIKE SPACES PROVIDED:		3 SPACE BIKE RACK

Hartenstein Development and Land Use, LLC
RICK HARTENSTEIN, AICP, CPM
PO BOX 625
LAKE PANASOFFREE, FLORIDA 33538
PHONE: 352-303-5291

USA ROLLERCHAIN & SPROCKET
COOPER ROLLERCHAIN, INC.
13675800 W. WILSON AVE
CLERMONT, FLORIDA 34712

USA ROLLERCHAIN & SPROCKET
CONCEPT PLAN
LAKE COUNTY, FLORIDA

Drawn: RAP	REVISION:	DATE:
Checked: RH	Δ	
Date: 2/19/22		
Scale: AS SHOWN		
File No.: 21109		
Sheet:1 Of:1		



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. 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 schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT
REZONING
APPLICATION

DATE January 11, 2022		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) USA Roller Chain & Sprockets (Office & Warehouse Building)			
Applicant Forefront Investment Group, LLC			
Contact Person Christina Beckett			
Address 13610 Granville Ave		City Clermont	State FL Zip 34711
Telephone 407-592-3141		Fax	
Email christinab@usarollerchain.com			
OWNER INFORMATION			
Owner's Name Forefront Investment Group, LLC / Christina Beckett			
Owner Address 13610 Granville Ave		City Clermont	State FL Zip 34711
Telephone 407-592-3141		Email christinab@usarollerchain.com	
PROPERTY INFORMATION			
Address of Subject Property 13610 Granville Ave		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See Attached Legal Description			
Acreage 2.35 +/- Acres		Land Use (City verification required) Proposed from Small Scale (City Industrial)	
Present Zoning (City verification required) Lake County (Heavy Industrial)		Proposed Zoning City Industrial (M-1)	



CITY OF CLERMONT REZONING APPLICATION

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

What are you proposing to do that would require a rezoning?

We have submitted and application to annex into the City of Clermont, change the Land Use from Lake Co. "Regional Office" to City "Industrial" FLU, and now need to rezone from Lake Co. "Heavy Industrial" to the City of Clermont Industrial (M-1) so the project can be developed for a warehouse/office building for the Owner's chain and sprocket business.

Check box to indicate additional materials are provided via attachment. ☒

Christina Beckett

Applicant Name (print)

x Christina Beckett

Applicant Name (signature)

Christina Beckett

Owner Name (print)

x Christina Beckett

Owner Name (signature)



Angelica Hamilton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG909051
Expires 8/29/2023

Angelica Hamilton

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

5/22/2020

LEGAL NOTICE

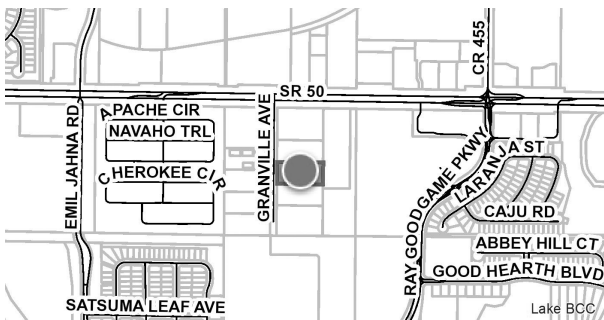
Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2022-017

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.

LOCATION

13610 Granville Avenue, Clermont, FL
Alternate Key 2729236



LEGAL DESCRIPTION:

That part of Tract 24 and 25; and that part of the West ½ of Tracts 23 and 26, Lake Highlands Subdivision, in Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract 25 of said Lake Highlands Subdivision; thence North 00° 56' 04" West, along the West line of Tract 25 and 24 a distance of 1,294.85 feet to the South line of State Road 50; thence North 89° 36' 35" East, along said right of way line 999.14 feet to the East line of the West ½ of aforesaid Tract 23; thence South 00° 51' 34" East, along said East line 546.00 feet to the Point of Beginning; thence continue South 00° 51' 34" East, along said East line 220.00 feet; thence South 89° 36' 37" West, 466.07 feet; thence North 00° 53' 49" West, 220.00 feet; thence North 89° 36' 36" East, 466.21 feet to the Point of Beginning.

**FROM: Lake County "HM" Heavy Industrial District
TO: City M-1 Industrial District**

The Planning & Zoning Commission will consider the request at a public meeting on Tuesday, April 5, 2022 at 6:30 PM and;

The Clermont City Council will consider the (Final Adoption) request at a public meeting that will be held on Tuesday, April 26, 2022 at 6:30 PM.

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 AM and 5:00 PM.

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

Tracy Ackroyd Howe, MMC.