



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, May 10, 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 request everyone to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should 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

Drop Saver Program Awards

Police Department Awards

PROCLAMATION

Emergency Medical Services Week

Law Enforcement Month

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the April 26, 2022 Council meeting minutes.

Item No. 2 - Replat Approval

Consider replat approval of Hunter's Run Lot 282 to construct an inground swimming pool.

Item No. 3 - Easement Approval

Consider approval of Stormwater Pond and Drainage Easement for the construction of a fire station.

Item No. 4 - Piggyback Contract and Budget Amendment

Consider piggyback term contract with Ace Surfaces North America Inc. to build pickleball courts. Consider approval of task order #1 and budget amendment from Recreation Impact Fees to build six (6) new pickleball courts at the Arts and Recreation Center in the amount of \$87,666.

CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, May 10, 2022

- | | |
|---|--|
| Item No. 5 - Piggyback Volusia County Contract | Consider piggybacking contract with Advanced Environmental Labs for laboratory analysis and sampling of water. |
| Item No. 6 - Event and Road Closure Request
<i>Mega Food Truck</i> | Consider event request with road closures June 25, 2022 from 1:00PM to 11:00PM. |
| Item No. 7 - Events and Road Closure Request
<i>Harvest Festival</i> | Consider event request with road closures on Oct. 8, 2022 from 10:00AM to 4:00PM. |
| Item No. 8 - Event and Road Closure Request
<i>Candy Cane Lane</i> | Consider event request with road closures on Nov. 12, 2022 from 7:00AM to 6:00PM. |

UNFINISHED BUSINESS

- | | |
|--|---|
| Item No. 9 - Ordinance No. 2022-014 <i>Final</i>
<i>Cityside Townhomes</i> | Consider rezoning to a Planned Unit Development to construct 68 single-family attached townhomes on 8.05 +/- acre property located north of the Crown Lounge. |
| Item No. 10 - Ordinance No. 2022-018 <i>Final</i>
<i>Wellness Ridge</i> | Consider the establishment of a Community Development District for the South Lake Crossings PUD. |
| Item No. 11 - Ordinance No. 2022-003 <i>Final</i>
<i>Capital Improvements Element</i> | Consider an amendment to update the level of service for potable water and five year schedule. |
| Item No. 12 - Ordinance No. 2022-004 <i>Final</i>
<i>Potable Water Element Amendment</i> | Consider an amendment to reflect changes in the planning horizon (2031) and the current water supply plan. |
| Item No. 13 - Ordinance No. 2022-005 <i>Final</i>
<i>Intergovernmental Coordination Element</i> | Consider an amendment to update language regarding water supply planning. |
| Item No. 14 - Ordinance No. 2022-010 <i>Table</i>
<i>Chicone Large-scale CPA</i> | Consider tabling the transmittal to June 14, 2022. |

NEW BUSINESS

- | | |
|--|--|
| Item No. 15 - Variance Request
<i>Reyes</i> | Consider the request for a reduction in side yard setback and rear yard setback for a lot located at the corner of Rosewood Drive and Minnehaha Ave. |
|--|--|

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, May 10, 2022**

Item No. 16 - Ordinance No. 2022-020

Introduction

Kia Annexation

Consider the request to annex the vacant parcels located south of State Road 50 and east of Magnolia Pointe Boulevard.

Item No. 17 - Ordinance No. 2022-021

Introduction

Kia Small-scale Comprehensive Plan Amendment

Consider the request to change the future land use from Lake County Regional Commercial to Clermont Commercial for a vacant parcel located south of State Road 50 and east of Magnolia Pointe Boulevard.

Item No. 18 - Ordinance No. 2022-022

Introduction

Kia Auto Rezoning

Consider the request to change the zoning from Lake County Commercial Planned to Clermont C-2 General Commercial for property located south of State Road 50 and east of Magnolia Pointe Boulevard.

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, Emergency Medical Services is a vital public service, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas, Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, Emergency Medical Services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care and telemedicine; and

Whereas, The members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life saving skills; and

Whereas, It is appropriate to recognize the value and accomplishments of Emergency Medical Services providers.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the week of May 15-21, Two Thousand and Twenty Two as:

EMERGENCY MEDICAL SERVICES WEEK

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 10th Day of May in the year Two Thousand and Twenty Two.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, Law Enforcement Officers are dedicated men and women who have sworn to serve and protect the citizens of Clermont; and,

Whereas, the fundamental duty of a Law Enforcement Officer is to respect the Constitutional rights of liberty, equality, and justice for all people, to serve mankind, to safeguard lives and property, to protect the innocent against deception, to defend the weak against oppression or intimidation, and to shelter the peaceful from violence and disorder; and,

Whereas, the Law Enforcement Officer plays an intricate role in the protection, safety and well-being of the citizens of Clermont; and,

Whereas, the Law Enforcement Officer is a symbol of public faith and trust; and,

Whereas, the citizens of Clermont are hereby called upon to recognize the dedication and contributions of the Clermont Police Department.

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

Law Enforcement Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 10th Day of May 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
April 26, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, April 26, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Pines, Bates, and Purvis.

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

Absent: Council Member Entsuh

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplain Michael J. Saxe followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Howe read the Proclamation for Water Conservation Month. Mayor Murry presented the proclamation to Water Conservation Coordinator Jeffrey Burke.

Mr. Burke expressed appreciation to Council for their support. He stated they had a successful celebration over the weekend for Earth Day. There was a great turnout with over 1,000 lbs. of trash collected around the lake.

City Manager Bulthuis stated that Parks and Recreation did a great job with the event.

PRESENTATIONS

Finance Director Brosonski presented the Quarterly Budget Report. She presented highlights from October 1, 2021 to December 31, 2021 that included an overview of the City's revenues, expenditures and key department statistics for the Fiscal Year 2022.

OPENING COMMENTS

Mayor Murry informed the Council that there were changes to the agenda.

Item No. 7 – Ordinance No. 2022-014 Cityside Townhomes

City Manager Bulthuis informed the Council that he is asking for this item to be tabled.

ORDINANCE NO. 2022-014 *Cityside Townhomes*

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.

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Council Member Bates moved to table Ordinance No. 2022-014 to May 10, 2022; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

Item No. 13 – Variance Request 2481 Linkwood Avenue

City Manager Bulthuis informed the Council that he is asking for this item to be tabled.

Council Member Bates moved to table the Variance Request to May 24, 2022; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 14 – Resolution No. 2022-009R Johnson CUP

City Manager Bulthuis informed the Council that he is asking for this item to be tabled.

RESOLUTION NO. 2022-009R Johnson CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A 4,000 SQUARE FOOT ACCESSORY GARAGE STRUCTURE IN THE R-1A SINGLE FAMILY LOW DENSITY RESIDENTIAL ZONING DISTRICT, AND PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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

Council Member Bates moved to table Resolution 2022-009R to May 24, 2022; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

PUBLIC COMMENTS

Karen Taft, 4050 Beacon Ridge Way – Introduced herself as the president of a Homeowners Association (HOA) within Legends Community. Ms. Taft coordinated with the Clermont Police Department to slow down speeders and deter residents from parking and blocking the sidewalks. She requested Council permission to contract with Lake County Sheriffs Office to hire off duty officers to do speeding enforcement and sidewalk enforcement within the HOA.

City Manager Bulthuis explained there is no permission needed from the city to contract within their HOA. City Attorney Mantzaris further explained that it is a gated community so the city has no authority and the HOA can contract with whomever they want.

Chief Broadway stated that since the Police Department does not have jurisdiction in gated communities, they cannot issue citations, but they have worked with the HOA to assist in trying to slow down drivers and will continue to do so.

Myrna Mojica, 13616 Laranja Street – Founder of Indigo Village which is a pilot program for affordable housing for seniors. Spoke on the severe affordable housing shortage in the area.

Dani Page, Inside Clermont, expressed her concern regarding the opening line for the public comments portion of the Council Meetings.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Sharon Keys, 644 W. Osceola Street – Provided an update on Lincoln Park South Lake Alliance who has come together to repurpose the Clermont Elementary School property. They have addressed the educational component, they are working on the Community Center and recreational component. Lincoln Park South Lake Alliance would like to work with the City of Clermont and come together to make the youth recreational component a reality.

Lavonte Rogers, 667 W. Osceola Street – Publicly thanked Council Member Entsuah for coming to one of his middle school social studies classes as a visitor and inspiring students. Also, thanked the Clermont Performing Arts Center, Mr. Rodgers is the Vice-President of the Moonlight Players Theater, for working closely with them during their shows. Thanked City Manager Bulthuis for attending the preview of their show on Thursday night.

City Manager Bulthuis expressed his enjoyment and stated that they did a great job!

Charlene Forth, 939 W. Desoto Street – Expressed concern over residents not getting building permits for work performed on their homes.

Donnie Tyndal, 108 Nautica Mile Drive - Donated two nets for the basketball courts. Requested the infields of the baseball fields at Lake Felter Park be dragged more often.

Michael Taylor, 16508 Spring Park Drive – Spoke on the housing crisis that Florida is experiencing. There are people in our community residing in their cars because they cannot find affordable housing.

Zachary Nasser, 612 W. Minneola Ave. – Addressed the concern Ms. Forth had with residents getting building permits for work done on their homes.

Banks Alfred, 9100 Sams Lake Road – Chairperson for the Lake, Water, Soil, Conservation District, commended Jeff Burke and the Parks and Recreation Department on the Earth Day celebration and bringing awareness of celebration of water.

Joe Carlisle, 854 School Avenue – Spoke on the current rental housing market.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- The May 17 City Council workshop has been canceled. There will be a Planning and Zoning training session at 6:30 PM on May 17. The Council has been invited. It is open to the public.
- The Council Retreat will be held on May 25, 2022 from 9am to 4pm in the Council Chambers. The retreat will address the budget and Council priorities. Directors will be in attendance so Council can speak directly with them.
- Earth Day event went well. He committed Council to come out next year and cook.
- Clermont Police Department did the Special Olympics torch run last week. Chief Broadway led it and they were joined by Police Departments from the area.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- The closed session will be moved from May 10, 2022 to the May 24, 2022 Council Meeting.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

CITY COUNCIL REPORT

Council Member Bates – No report.

Council Member Purvis –

- Will be attending the MPO meeting tomorrow night.
- Addressed a comment that was made regarding his part in a discussion at a previous meeting. Staff has prepared the verbatim minutes from that discussion and there are copies available.

Council Member Pines – No report.

Mayor Murry –

- Enjoyed the Torch Run and thanked the Police Department.
- Spoke about Ethics Training and reminded Council that the video is available. The deadline for training is July 1, 2022.
- The Mayor's luncheon next week will be at IHOP on May 2, 2022.
- Thanked Public Works for their quick response to call received over the weekend.
- Committed on increased foot traffic in downtown on the weekends.
- Lake Apopka sent their thanks to Mr. Bulthuis for inviting them to Wellness Way conversations.

City Manager Bulthuis stated that the School Board approved the easement we have been waiting on for the work on Hancock.

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 April 12, 2022 Council Meeting Minutes
Item No. 2 – Piggyback OMNIA Contract For Seating	Consider piggyback OMNIA partners contract with Irwin Seating Company to furnish and install audience seats at the black box theater.
Item No. 3 – Resolution No. 2022-017R	Consider approval of Fiscal Year 2022 Budget Amendment.
Item No. 4 – Event and Open Container Request <i>Central Florida Hope Center</i>	Consider Craft Beer Festival event and open container area request on Oct. 26, 2022 at Waterfront Park.

Council Member Bates moved to approve the Consent Agenda as presented for April 26, 2022; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Item No. 5 – Ordinance No. 2022-012, Final New Beginnings CPA

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.

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

Item No. 6 – Ordinance No. 2022-013, Final New Beginnings PUD

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.

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

Items No. 5 and 6 were heard concurrently and voted on separately.

City Planner Kruse presented the two applications under consideration. The first is for a Small-Scale Comprehensive Plan Amendment and the second is for Rezoning to a Planned Unit Development to grant approval to construct six small multi-family units and continue the use of their Thrift store and office as well as having small accessory structures on the property. The applicant is requesting an amendment to the Future Land Use map to change the property from Industrial to Commercial which will allow residential use along with continuing commercial use. The applicant is updating their request to add a 1,600 square foot metal building adjacent to the rear of the building, the request was originally for a 30x40 metal canopy. Staff has placed conditions within the Ordinance to assist with the operation of the project. If Council approves the project, there will have to be a few changes in the Ordinance regarding asphalt paving and the metal building. Staff recommends approval and Planning and Zoning voted 6 to 0 for approval.

Steve Smith, New Beginnings, requested to reduce the landscaping around the property. He stated that he is available for questions.

Council Member Purvis expressed concern over the landscaping around the property line, especially in the southeast corner where there does not appear to be any landscaping. Mr. Smith stated that the southeast corner is a retention pond which makes it difficult to landscape.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Mayor Murry opened the public hearing.

Dani Page, Inside Clermont- expressed her thoughts on last minute changes being tabled.

Mayor Murry closed the public hearing.

Council Member Bates concurred with Council Member Purvis' thoughts about landscaping. Would like to see some form of landscaping in that southeast corner.

Discussion was had regarding the retention pond and if it is possible to do some form of landscaping in that corner. They looked at planting trees in between the trees that are already in that corner.

Council Member Bates moved to approve Ordinance No. 2022-012; Seconded by Council Member Purvis. The motion passed by roll call vote 4-0.

Council Member Bates moved to approve Ordinance No. 2022-013 with the following updates, Section 2 Item 2 to reflect the updated site plan with the date of 04/25/22, Section 3 Item 9 to reflect the change in building size to 1,600 sq. ft. along with it being a metal building instead of a canopy and Section 4 Item 1 shall be removed and this section re-numbered; Seconded by Council Member Purvis. The motion passed by roll call vote 4-0.

Item No. 7 – *This item was addressed earlier in the meeting and tabled to the May 10, 2022 meeting.*

The next three (3) items were heard concurrently and voted on separately.

City Clerk Howe read all three ordinances into the record by legal title only.

Item No. 8 – Ordinance No. 2022-015, Final USA Roller Chain Annex

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.

Item No. 9 – Ordinance No. 2022-016, Final USA Roller Chain Small-Scale CPA

AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

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.

Item No. 10 – Ordinance No. 2022-017, Final USA Roller Chain Rezoning

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

City Planner Kruse explained that this is an applicant driven request. The applicant is requesting Annexation, Small-Scale Comprehensive Plan Amendment and Rezoning. The parcel is contiguous to the Clermont boundaries, meets the Florida Statutes for Annexation and the City has capacity to cover water and sewer. The 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 recommends approval of all three Ordinances and Planning and Zoning voted 6 to 0 for approval.

Rick Hartenstein, Hartenstein Development and Land Use, LLC was present. They agree with the staff reports and concur with staff’s finding. They are ready to move forward and are available for any questions.

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

Council Member Bates moved to approve Ordinance No. 2022-015; Seconded by Council Member Purvis. The motion passed by roll call vote 4-0.

Council Member Bates moved to approve Ordinance No. 2022-016; Seconded by Council Member Purvis. The motion passed by roll call vote 4-0.

Council Member Bates moved to approve Ordinance No. 2022-017; Seconded by Council Member Purvis. The motion passed by roll call vote 4-0.

NEW BUSINESS

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Item No. 11 – Resolution No. 2022-005R, Mason Ridge CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MULTI-FAMILY DEVELOPMENT WITH MORE THAN 12 DWELLING UNITS; NOT TO EXCEED THE MAXIMUM ALLOWED OF 12 UNITS PER ACRE; AND PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERES ERROR, PUBLICATION AND EFFECTIVE DATE.

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

Item No. 12 – Variance Request, Mason Ridge

Item No. 11 and Item No. 12 were heard concurrently and voted on separately.

Development Services Director Henschel presented the requests. The applicant is requesting a Conditional Use Permit (CUP) to allow a multi-family development consisting of one hundred and twelve residential apartments. In 2016, the City Council approved a Conditional Use Permit (CUP) to allow a multi-family development consisting of 102 fee simple townhomes for this site, City Council later revoked the CUP and removed all previous development entitlements granted to the property. The existing project conditions failed to comply with the provisions of the CUP. Current site conditions have most of the major infrastructure and site utilities installed and are complete. A traffic study has been completed and is not anticipated to have any adverse impacts on the surrounding roadways and intersections. The applicant is also requesting a variance to allow a front yard setback along Pitt Street to be less than the minimum code requirements of 25 feet for this project. The request is due to an error in the original survey when the sites infrastructure was installed which revealed a discrepancy of eight feet. For that reason, the applicant is requesting a 17 foot setback in that area. The applicant offered to install an enhanced landscape buffer and a fence to offset this setback reduction on the North side. Staff recommends approval and Planning and Zoning voted 5 to 1 for approval.

Jimmy Crawford who is representing the applicant stated that the property is under contract binding to close to his client LMG Clermont, LLC. He clarified there is no affiliation with his clients and the present owners. Mr. Crawford displayed renderings of the buildings to show they have enhanced the architect from what they originally presented to staff. Mr. Crawford clarified that the emergency access on the site is only for providing emergency access and required by staff. He is available for questions.

Mayor Murry opened the public hearing.

Carol Rosario, 640 S. Grand Hwy –She expressed her concern over the variance and the effect on traffic.

City Manager Bulthuis explained that the approved original Conditional Use Permit was taken away so they have to start with a new plan. In this case, all the utilities are in which is the reason they have returned to ask for a variance.

Jonathan Songer, 14334 S. Grand Hwy – Expressed concern regarding the retention pond being smaller than the original plan in 2016 and where the water will flow. Mr. Songer also touched on the effectiveness of the existing retention wall and the impact this project will have on traffic.

Dani Page, Inside Clermont – Stated the property has a lien and would like to see it left as open green space.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Linda Smith, 14340 Grand Hwy. – Expressed concerned for the safety of those who live on that road. She requested a sidewalk to be added for the safety of children. There will be more use of that road once the new school is built in that area.

City Manager Bulthuis stated that a sidewalk is part of the requirements for this project.

Mayor Murry closed the public hearing.

Jimmy Crawford explained that the project was unfinished which is why the water kept running over. They have redesigned the pond to be smaller but the water run-off will run to the interior of the property to prevent from building up and washing over. It has been a problem and working to resolve it.

Discussion ensued regarding the 17 foot setbacks. There are four apartment buildings on Pitt Street that the setback would affect, the eight foot difference will be on the properties side essentially giving these four buildings less of a front yard. The placement of the road and sidewalk will not be affected by this variance. They discussed the retention pond being smaller and the material and effectiveness of the retention wall.

Council Member Bates stated that the property has been sitting for so long and the current owner benefitted from letting it sit. Mr. Bates asked about the lien. City Manager Bulthuis stated there is a lien in the amount of \$38,000 and the city has not received a request to alleviate the lien. When they close on the property, the money will come to the city.

City Attorney Mantzaris stated that typically in transactions like that it gets paid by the seller. The seller's portion is reduced by the lien. There is an ongoing code enforcement matter on this property. There is debt but as stated previously, in these cases it is almost impossible to foreclose on the lien because the City would be buying someone else's debt.

Council Member Purvis asked City Attorney Mantzaris if City Council can put a caveat into an approval that in the event this deal does not go through, then everything that is approved is void. He explained that he does not want a third party coming in and benefitting from anything they may approve.

City Attorney Mantzaris stated that usually conditions in a CUP are related to use and zoning of the property. He asked the applicant if they would agree with wording in the CUP that it becomes void if property does not change hands.

Mr. Crawford acknowledged that his client is in agreement with that as long as they are given a certain amount of days. Council Member Purvis suggested 120 days.

Council discussed the street lighting around the property, the green space within the property and if that will be used as a walking area or playground for children. They brought up the issue of school busses and if they can do an interior pickup so the children are not along the road. The applicant said they will work with the School Board regarding an interior pickup.

City Attorney Mantzaris brought up a billboard that was part of the prior item. He asked the applicant if that was no longer part of their project. Jimmy Crawford explained that the billboard is not on the property where they are asking for the CUP.

Mr. Mantzaris suggested adding the following language:

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

To the General Conditions piece, paragraph 3, add - this has to do with signing and executing the CUP and getting it back and filed with the Clerk, if it is not done within the initial 90 day period the CUP is void, additionally in the event that the current ownership of the property does not transfer within 120 days of the date of approval by the City Council, the conditional use shall be immediately null and void and have no effect. Finally, under Section 4 the transportation improvements, if it is inclined, add language that states – subject to the final approval by the School Board, the developer shall provide an internal bus stop.

Council Member Bates so moved to approve Resolution 2022-005R with the suggested language by Mr. Mantzaris. Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Council Member Bates moved to approve the Variance Request; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

Item No. 13 – *This item was addressed earlier in the meeting and tabled to the May 24, 2022 meeting.*

Item No. 14 - *This item was addressed earlier in the meeting and tabled to the May 24, 2022 meeting.*

Item No. 15 – Ordinance No. 2022-018, Introduction Wellness Ridge

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS WELLNESS RIDGE AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES (2001 AND HEREFTER); ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

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

Council Member Bates moved to introduce Ordinance No. 2022-018; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 26, 2022

Item No. 16 – Ordinance No. 2022-023, Introduction Special Events

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-102, “PERMIT REQUIRED; EXEMPTIONS”; SECTION 54-103, “APPLICATION OF PERMIT DEFINITIONS”; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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

Council Member Bates moved to introduce Ordinance No. 2022-023; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

ADJOURN: With no further comments, this meeting adjourned at 8:42pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



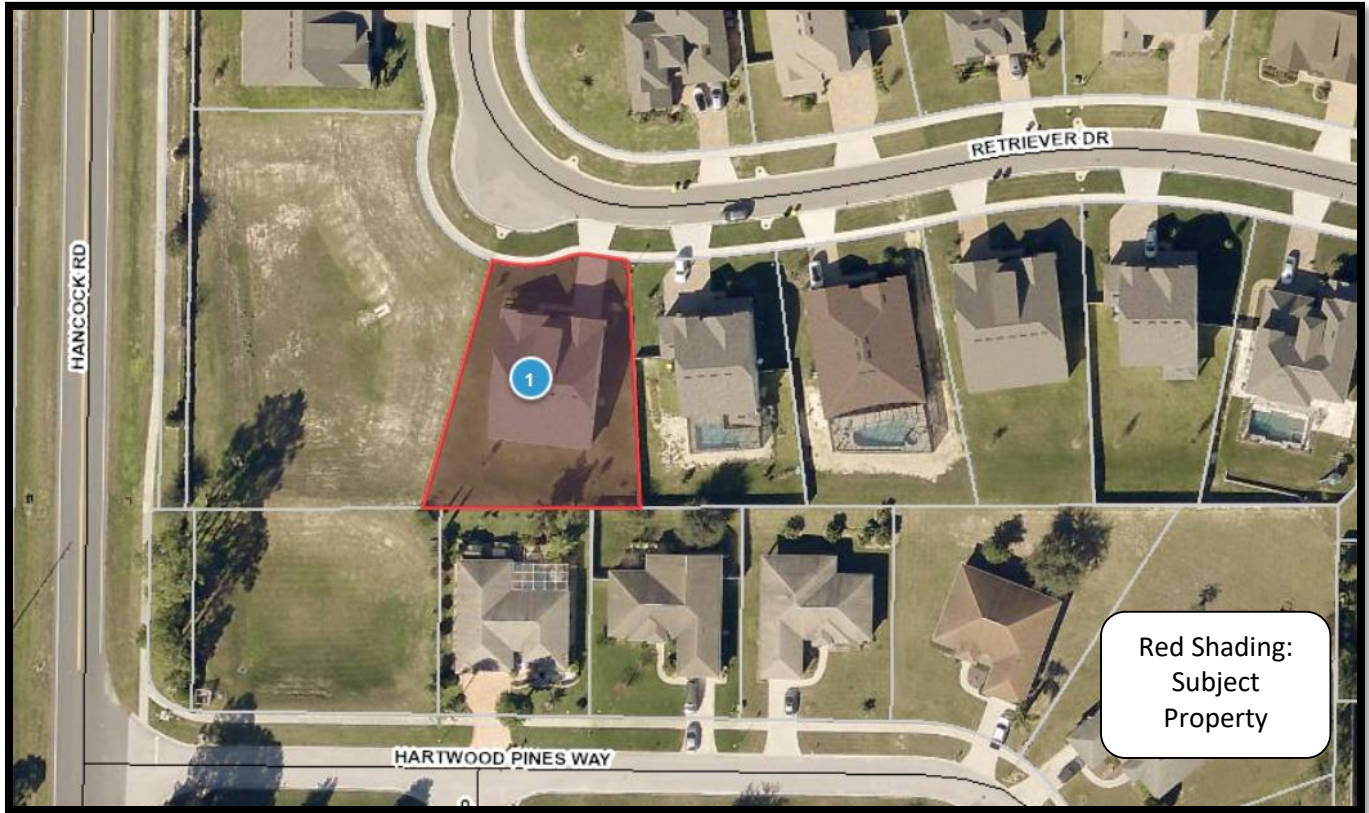
CITY OF CLERMONT

AGENDA ITEM

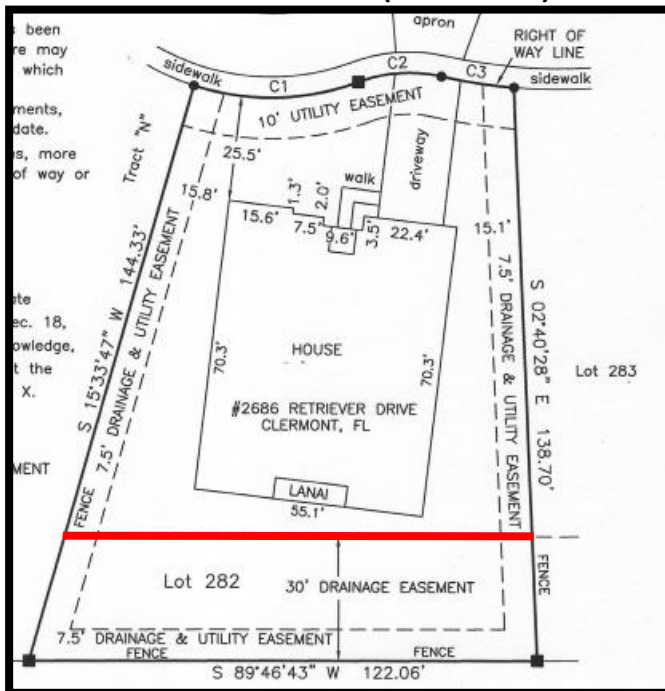
Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Replat Approval		
Requested Action		
Recommend approval of the replat of Hunter's Run lot 282.		
Staff Report		
The applicant, Rachael Norris, contacted the City of Clermont in regards to building a pool behind her home in Hunter's Run. She was unable to move forward with any kind of pool and deck. She inquired about a variance which is not applicable for a drainage easement encroachment due to an extremely large drainage easement of 30 feet at the rear of her lot. The only option was to contact the engineer who designed the drainage system for the subdivision. After much discussion with the engineer of record and further investigation, it was determined that the drainage easement could be reduced to 15 feet on this lot since it was adjacent to the stormwater pond to the west. The applicant pursued the necessary engineering and surveying studies and provided the replat of lot 282. The City's engineer and surveyor has reviewed the replat and it is in compliance with Chapter 177, Florida Statutes for platting. Staff recommends approval of the replat of lot 282.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. HUNTERS-RUN-REPLAT-LOT282-on 04-18-22-APPROVED	HUNTERS-RUN-REPLAT-LOT282-on 04-18-22-APPROVED.pdf	
2. Norris lot 282 Map	Norris lot 282 Map.pdf	
3. BOUNDARY SURVEY LOT 282	BOUNDARY SURVEY LOT 282.pdf	

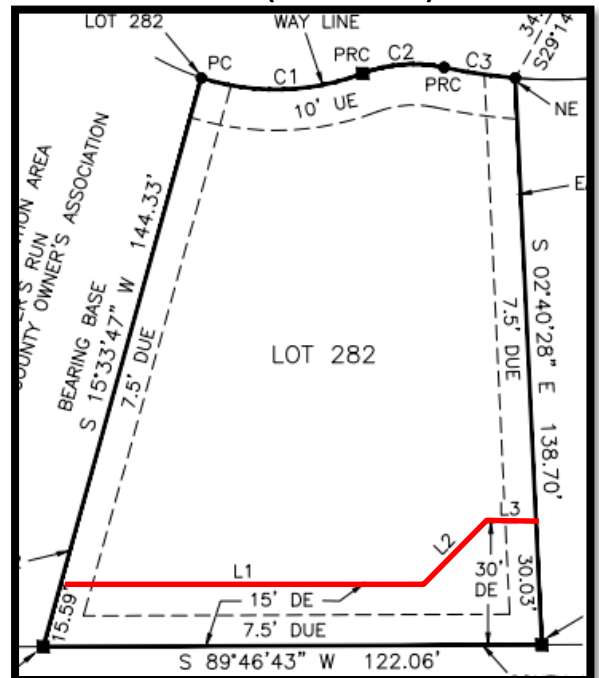
Exhibit - Location Map – Rachael Norris – Lot 282 Hunter's Run



Current
30 foot D.E. (red line)



Proposed
15 foot D.E. (red line)



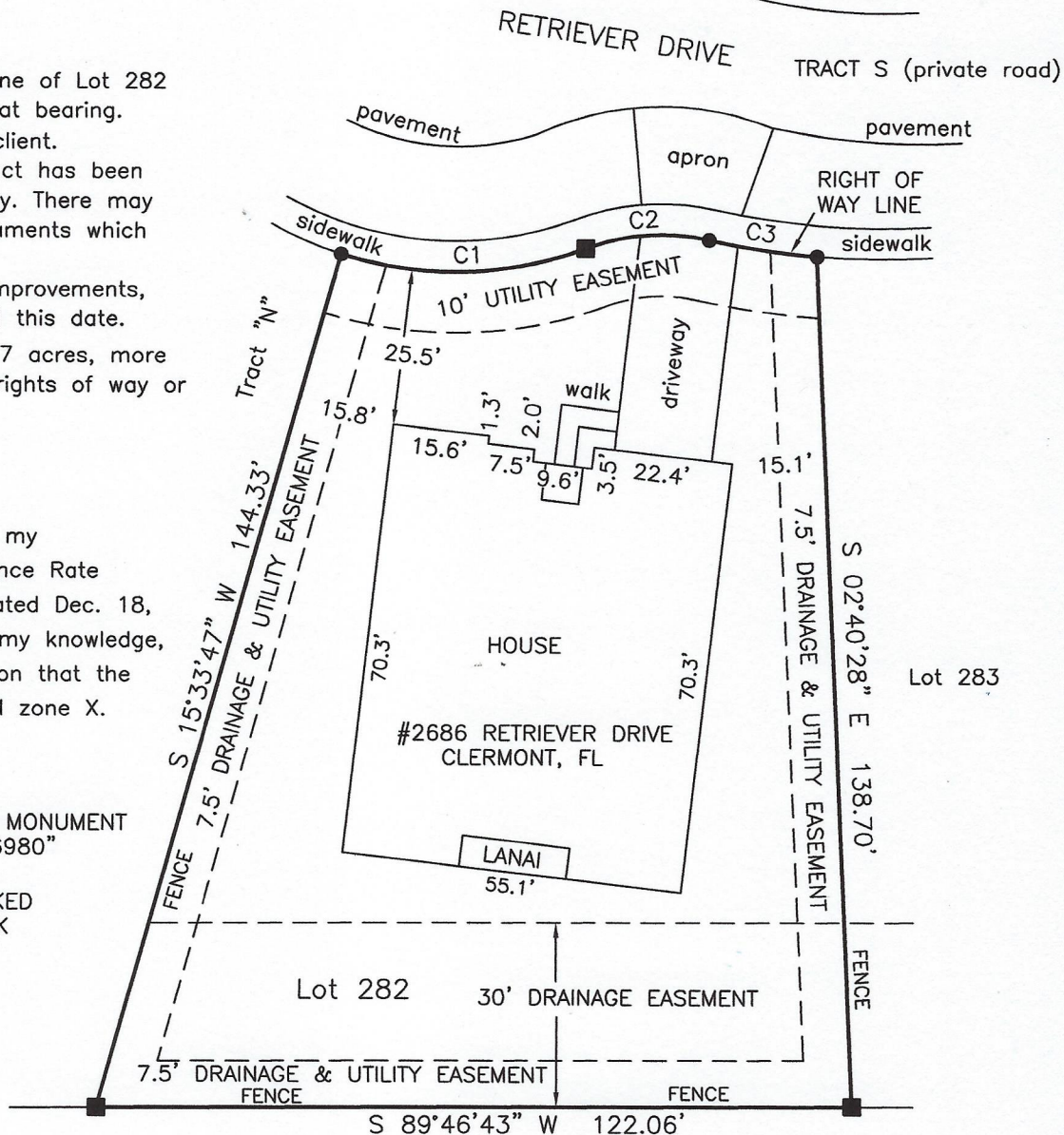
Lot 282, HUNTER'S RUN PHASE 3,
according to the plat thereof, as recorded in
Plat Book 67, Pages 86-88,
Public Records of Lake County, Florida.

Scale = 1"=30'

- Bearings based on the West line of Lot 282 as being S 15°33'47" W, per Plat bearing.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 0.317 acres, more or less, and is subject to any rights of way or easements of record.

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0590 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone X.

- DENOTES 4"x4" CONCRETE MONUMENT
& DISK MARKED "PRM LB 6980"
- DENOTES NAIL & DISK MARKED
"PRM LB 6605" IN SIDEWALK



HARTWOOD PINES PLAT BOOK 48 PAGE 85

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	40.29'	39.53'	N 88°25'04" E	38°28'12"
C2	35.00'	20.25'	19.96'	N 85°45'13" E	33°08'30"
C3	130.00'	17.64'	17.63'	S 81°33'50" E	7°46'36"

JEFFREY P. RHODEN PSM #5322

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

FIELD DATE: 01/28/2022

Prepared for:

04041.102

ALLEN & RACHAEL NORRIS

Rhoden Land Surveying, Inc.

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Easement Approval		
Requested Action		
Recommend approval.		
Staff Report		
The Fire Department is recommending approval of the above action. At the request of the Kings Ridge subdivision, the Fire Department explored options to rebuild Fire Station 2 at the current Hartwood Marsh location. The Fire Department met with architects and engineers to review options due to constraints of the size of the parcel and it was determined that stormwater would need to be collected in an underground system or moved off-site in order to build the station to the required capacity and capability. Due to costs associated with an underground system, the Fire Department approached the Kings Ridge Master HOA to inquire about the option to use one of the stormwater ponds in the community, which they agreed to if approved by the St John's Water Management District. Engineers conducted a study for adding the fire station stormwater to the retention pond located on the north side of Hartwood Marsh Road and immediately south of the cul-de-sac on Edmonton Court (approximately 850 feet east of the centerline of Danbury Mill Blvd and 1600 feet west of the centerline of Hancock Road). The study determined that the retention pond is currently at 72.1% of the maximum capacity and the fire station runoff would take up an additional 6.3% capacity in the pond, leaving ample room for any future expansion in the King's Ridge community. The Kings Ridge Master HOA has approved and signed the stormwater easement and approval by City Council will permit the Fire Department to maximize space on the parcel and proceed with construction of the new fire station as planned.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Stormwater Pond and Drainage Easement	Stormwater Pond and Drainage Easement.pdf	

This Instrument Prepared By:
de Beaubien Simmons Knight
Mantzaris & Neal LLP
Daniel Mantzaris, Esq.

Return to:
Tracy Howe, City Clerk
685 W. Montrose Street
Clermont, FL 34711

STORMWATER POND AND DRAINAGE EASEMENT

This Stormwater Pond and Drainage Easement ("Agreement") is made as of the ____ day of _____, 2022 among KINGS RIDGE COMMUNITY ASSOCIATION, INC., whose address is 6972 Lake Gloria Blvd, Orlando FL 32809, Clermont, FL ("Grantor") and THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 1300 Ninth Street, St. Cloud, FL 34769 ("Grantee").

WITNESSETH:

WHEREAS, Grantee is in the process of constructing a fire station on Grantee's property located near or adjacent to the Kings Ridge development;

WHEREAS, the location of the fire station will serve the public health, safety and welfare of the residents of Kings Ridge as well as the surrounding areas;

WHEREAS, Grantor desires to facilitate the construction of the fire station by Grantee by granting to Grantee the right to access and utilize Grantor's stormwater retention pond as described herein; and

WHEREAS, Grantor is the fee simple owner of the real property located in Lake County, Florida, upon which the subject retention pond exists and is the current permittee and responsible entity for the retention pond pursuant to SJRWMD Permit No.: 40-069-0196M2-ERP, now numbered as Permit No.: ERP 26490-3.

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), paid by Grantee to Grantor, and the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the receipt and adequacy which are hereby acknowledged, Grantors and Grantee hereby agree as follows:

The recitals above are hereby incorporated herein and made a part hereof by reference.

Grantor is the owner and responsible entity for the stormwater retention system (the "Retention Pond") and existing on Grantor's property more particular described as:

Kings Ridge Pond 3-D, permitted under SJRWMD Permit No.: 40-069-0196M2-ERP, now

numbered as Permit No.: ERP 26490-3 for the system located on the real property described as:

Parcel No.: 04-23-26-1950-00A-00000

Clermont, Sutherland at Kings Ridge Tract A, Plat Book 40, Pages 17-18, OR Book 2521
Page 786, of the Official Records of Lake County, Florida.

Alt Key: No.: 3793468

Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive easement appurtenant to the Grantee Property, over, under and across the Grantor Property for the passage of storm water and surface water runoff from the Grantee Property to the existing retention pond located on the Grantor Property ("Retention Pond"), together with the right of inflow into an outflow out of the Retention Pond ("Easement"). The Easement includes such stormwater passage and discharge as may be required of the date hereof and includes, but is limited to, such stormwater passage and discharge as may be required by Grantee's construction of a fire station on Grantee's property. The Retention Pond shall continue to be maintained by Grantors at Grantors' expense and any modifications of the Retention Pond or stormwater system associated therewith shall be reasonably approved by Grantor. Grantor shall not reduce the capacity of the Retention Pond to accept the stormwater discharge from the Grantee Property without the prior written consent of Grantee. For as long as this Easement is in effect and in the event that the Retention Pond capacity becomes insufficient to accept stormwater due to the discharge from Grantee's property, the parties agree that they will work together to address the any stormwater capacity deficiency in the Retention Pond.

In the event that the Retention Pond is not of sufficient size to accommodate additional discharge that may be created by Grantee's construction of a fire station, Grantor expressly agrees that Grantee shall have the right to modify the Retention Pond, provided that Grantee provides Grantor a minimum of ten (10) days written notice of any modification and the required modification shall not adversely affect Grantor's Property or any permits related to the pond as of the date of this agreement. Grantee shall obtain all permits required from all necessary jurisdictions prior to construction. All costs of permitting, approval, and modification and construction of the Retention Pond for Grantee's purposes shall be at Grantee's expense.

At all times material hereto, the Grantee shall maintain general liability insurance coverage providing coverage for any negligence of Grantee, its employees, officer, and agents. Nothing herein, however, shall be deemed or act as a waiver of any sovereign immunity that Grantee may enjoy as a matter of law.

All rights, title and privileges to the easement herein granted shall run with the land and shall be binding upon Grantors and all persons claiming by, through or under Grantors and inure to the benefit of the Grantee and its successors and assigns. Grantors hereby fully warrant the title to

{Remainder of Page Intentionally Left Blank}

the Easement and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

Signed, sealed and delivered in our presence:

KINGS RDIGE COMMUNITY
ASSOCIATION, INC

[Signature]
Witness' Signature

[Signature]
Douglas Melzard, President

Josmin Correa
Witness Printed Name

[Signature]
Witness' Signature

Flori Dalma Barahona
Witness Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of April, 2022 by Douglas Melzard as President of Kings Ridge Community Association, Inc., a Florida Not-For Profit Corporation, on behalf of the Association. He/she is personally known to me or has produced _____ as identification.

[Notary Seal] #1H 053206

My Commission Expires: _____

[Signature]
Notary Public
Brenda D. Garvin
Name typed, printed or stamped

Signed, sealed and delivered in our presence:

Witness' Signature

THE CITY OF CLERMONT
A Florida municipal corporation

Witness Printed Name

By: _____
Tim Murry, Mayor

Witness' Signature

Witness Printed Name

{Notary Signature on Next Page}

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by _____ as President of Kings Ridge Homeowners Association, Inc., a Florida Not-For Profit Corporation, on behalf of the Association. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, May 10, 2022	
Agenda Item Name	
Piggyback Contract and Budget Amendment	
Requested Action	
Recommend to approve a piggyback contract number ITB 2019-01 with the City of Apopka with Ace Surfaces North America Inc. to build pickleball courts. Recommend to approve task order #1 and budget amendment from Recreation Impact Fees to build six (6) new pickleball courts at the Arts and Recreation Center in the amount of \$87,666.	
Staff Report	
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. At the request of the Parks and Recreation Department, the Procurement Services Department sought a contract from the City of Apopka Contract Number ITB 2019-01 titled Tennis and Basketball Court Replacement, to add pickleball courts. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2204-002 to notify local vendors of the City's intent to utilize another governmental agency's contract. 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 City of Apopka contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 3-year agreement with two (2) one (1) year renewals. Based on this, staff recommends that Council approve the piggyback of the City of Apopka Contract Number 2019-01. This contract will allow the addition of the pickleball courts through a competitive bid contract. The estimated annual usage of this contract is \$50,000. Staff is requesting approval of a budget amendment in the amount of \$87,666 to build six (6) pickleball courts at the Arts and Creation Center. The proposed location is at the South East corner of the Arts and Recreation Center property (see attached map). 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 usage does not represent the budgeted amount by a department.	
Additional Analysis	
Fiscal Impact Summary	
The funding of this project for new pickleball courts is not in the current FY budget and will need a budget amendment in the amount of \$87,666 from Recreation Impact Fees. A formal resolution to adopt the budget amendment will be completed at a future date,	

Future funding will be determined on a project by project basis and funded by the respective department.
 Department: Parks and Recreation
 Department Account Code for this project is: 14572-66301

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	RFI 2204-002	RFI 2204-002.pdf
2.	Tabulation	Tabulation.pdf
3.	City of Apopka Contract 2019-01	City of Apopka Contract 2019-01 Tennis and Basketball Court Replacement.pdf
4.	ACE Surfaces Quote	ACE Surfaces Quote.pdf
5.	Proposed Location of Pickleball Courts	Proposed Location of Pickleball Courts.pdf



REQUEST FOR INFORMATION

Intent to Utilize City of Apopka Contract for Pickleball Courts

CONTACT INFORMATION:	RFI No. 2204-002	ISSUED DATE: April 8, 2022
Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 15, 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 seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Parks and Recreation

(b) Company Information: Ace Surfaces North America, Inc.

(c) Contract Number and Title: TB 2019-01 Tennis and Basketball Court Replacement

(d) Length of Contract: Three (3) year term with two (2) additional one (1) year term

(e) Product or Service Provided: Pickleball Courts

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.

Ace Surfaces
North America Inc.

All Pro Surfaces

Sport Surfaces LLC

Basket Ball Courts

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	MOBILIZATION	1	LS	\$831.25	\$665.00	\$1,500.00
2	GRADING	1	SY	\$5.34	\$4.27	\$2.50
3	INSTALL 6" LIME ROCK BASE	1	SY	\$7.69	\$6.15	\$18.50
4	ASPHALT PAVING	1	SY	\$18.33	\$14.66	\$25.47
5	ACRYLIC SURFACE	1	SY	\$6.00	\$7.06	\$4.32
6	COLOR/TOPCOAT	1	SY	\$6.00	\$7.06	\$3.24
7	2" COURT LINES/STRIPING	1	LS	\$900.00	\$900.00	\$1,200.00
TOTAL				\$1,774.61	\$1,604.20	\$2,754.03

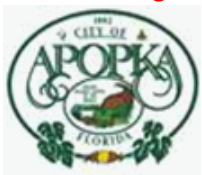
Tennis Courts

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	MOBILIZATION	1	LS	\$831.25	\$665.00	\$1,500.00
2	GRADING	1	SY	\$5.34	\$4.27	\$2.50
3	INSTALL 6" LIME ROCK BASE	1	SY	\$7.69	\$6.15	\$18.50
4	ASPHALT PAVING	1	SY	\$18.33	\$14.66	\$25.47
5	ACRYLIC SURFACE	1	SY	\$6.00	\$3.24	\$4.32
6	COLOR/TOPCOAT	1	SY	\$6.00	\$3.24	\$3.24
7	2" COURT LINES/STRIPING	1	LS	\$900.00	\$900.00	\$900.00
TOTAL				\$1,774.61	\$1,596.56	\$2,454.03

02/13/19

A tabulation of the unit pricing is listed above for the three vendors that have submitted a bid. The information has been provided in this format to easily compare and simplify the bids submitted. At the completion of staff review an "Intent to Award" letter will be posted that includes a staff analysis of bid pricing. Please contact the "purchase@apopka.net" email address with any questions.

Thank you,
City of Apopka
Purchasing Department



02/14/19

As indicated in the bid tabulation posting above, attached is further data concerning the bid pricing submitted. The costs listed are samples of each park and the Square Yardage that was supplied in the bid documents. The only court that is being awarded directly for replacement is the Alonzo Williams Park basketball court. All other courts will be determined at a later date based on the selected vendor and unit pricing submitted. Please contact the "purchase@apopka.net" email address with any further questions.

Ace Surfaces			
North America Inc.	All Pro Surfaces	Sport Surfaces LLC	

Basket Ball Courts			
Alonzo Williams Park - 1 Double Court	\$53,806.61	\$48,644.20	\$67,590.03
NW Recreation Complex - 3 Courts	\$104,733.49	\$94,857.80	\$131,206.02
Tennis Courts			
NW Recreation Complex - 4 Courts	\$143,183.25	\$105,257.00	\$177,996.00

Ace Surfaces North America Inc.

BASKETBALL COURTS

					Alonzo Williams Park		NW Recreation Complex		All BB Courts
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SY	Total	SY	Total	Total
1	MOBILIZATION	1	LS	\$831.25	1	\$831.25	1	\$831.25	\$1,662.50
2	GRADING	1	SY	\$5.34	1201	\$6,413.34	2334	\$12,463.56	\$18,876.90
3	INSTALL 6" LIME ROCK BASE	1	SY	\$7.69	1201	\$9,235.69	2334	\$17,948.46	\$27,184.15
4	ASPHALT PAVING	1	SY	\$18.33	1201	\$22,014.33	2334	\$42,782.22	\$64,796.55
5	ACRYLIC SURFACE	1	SY	\$6.00	1201	\$7,206.00	2334	\$14,004.00	\$21,210.00
6	COLOR/TOPCOAT	1	SY	\$6.00	1201	\$7,206.00	2334	\$14,004.00	\$21,210.00
7	2" COURT LINES/STRIPING	1	LS	\$900.00	1	\$900.00	3	\$2,700.00	\$3,600.00
TOTALS				\$1,774.61	\$53,806.61		\$104,733.49		\$158,540.10

TENNIS COURTS

					NW Recreation Complex	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SY	TOTAL
1	MOBILIZATION	1	LS	\$831.25	1	\$831.25
2	GRADING	1	SY	\$5.34	3200	\$17,088.00
3	INSTALL 6" LIME ROCK BASE	1	SY	\$7.69	3200	\$24,608.00
4	ASPHALT PAVING	1	SY	\$18.33	3200	\$58,656.00
5	ACRYLIC SURFACE	1	SY	\$6.00	3200	\$19,200.00
6	COLOR/TOPCOAT	1	SY	\$6.00	3200	\$19,200.00
7	2" COURT LINES/STRIPING	1	LS	\$900.00	4	\$3,600.00
TOTAL				\$1,774.61	\$143,183.25	

All Pro Surfaces

BASKETBALL COURTS

BASKETBALL COURTS					Alonzo Williams Park		NW Recreation Complex		All BB Courts
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SY	Total	SY	Total	Total
1	MOBILIZATION	1	LS	\$665.00	1	\$665.00	1	\$665.00	\$1,330.00
2	GRADING	1	SY	\$4.27	1201	\$5,128.27	2334	\$9,966.18	\$15,094.45
3	INSTALL 6" LIME ROCK BASE	1	SY	\$6.15	1201	\$7,386.15	2334	\$14,354.10	\$21,740.25
4	ASPHALT PAVING	1	SY	\$14.66	1201	\$17,606.66	2334	\$34,216.44	\$51,823.10
5	ACRYLIC SURFACE	1	SY	\$7.06	1201	\$8,479.06	2334	\$16,478.04	\$24,957.10
6	COLOR/TOPCOAT	1	SY	\$7.06	1201	\$8,479.06	2334	\$16,478.04	\$24,957.10
7	2" COURT LINES/STRIPING	1	LS	\$900.00	1	\$900.00	3	\$2,700.00	\$3,600.00
TOTALS				\$1,604.20	\$48,644.20		\$94,857.80		\$143,502.00

TENNIS COURTS

TENNIS COURTS					NW Recreation Complex	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SY	TOTAL
1	MOBILIZATION	1	LS	\$665.00	1	\$665.00
2	GRADING	1	SY	\$4.27	3200	\$13,664.00
3	INSTALL 6" LIME ROCK BASE	1	SY	\$6.15	3200	\$19,680.00
4	ASPHALT PAVING	1	SY	\$14.66	3200	\$46,912.00
5	ACRYLIC SURFACE	1	SY	\$3.24	3200	\$10,368.00
6	COLOR/TOPCOAT	1	SY	\$3.24	3200	\$10,368.00
7	2" COURT LINES/STRIPING	1	LS	\$900.00	4	\$3,600.00
TOTAL				\$1,596.56	\$105,257.00	

Sport Surfaces LLC

BASKETBALL COURTS

					Alonzo Williams Park		NW Recreation Complex		All BB Courts
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SY	Total	SY	Total	Total
1	MOBILIZATION	1	LS	\$1,500.00	1	\$1,500.00	1	\$1,500.00	\$3,000.00
2	GRADING	1	SY	\$2.50	1201	\$3,002.50	2334	\$5,835.00	\$8,837.50
3	INSTALL 6" LIME ROCK BASE	1	SY	\$18.50	1201	\$22,218.50	2334	\$43,179.00	\$65,397.50
4	ASPHALT PAVING	1	SY	\$25.47	1201	\$30,589.47	2334	\$59,446.98	\$90,036.45
5	ACRYLIC SURFACE	1	SY	\$4.32	1201	\$5,188.32	2334	\$10,082.88	\$15,271.20
6	COLOR/TOPCOAT	1	SY	\$3.24	1201	\$3,891.24	2334	\$7,562.16	\$11,453.40
7	2" COURT LINES/STRIPING	1	LS	\$1,200.00	1	\$1,200.00	3	\$3,600.00	\$4,800.00
TOTALS				\$2,754.03	\$67,590.03		\$131,206.02		\$198,796.05

TENNIS COURTS

					NW Recreation Complex	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	SY	TOTAL
1	MOBILIZATION	1	LS	\$1,500.00	1	\$1,500.00
2	GRADING	1	SY	\$2.50	3200	\$8,000.00
3	INSTALL 6" LIME ROCK BASE	1	SY	\$18.50	3200	\$59,200.00
4	ASPHALT PAVING	1	SY	\$25.47	3200	\$81,504.00
5	ACRYLIC SURFACE	1	SY	\$4.32	3200	\$13,824.00
6	COLOR/TOPCOAT	1	SY	\$3.24	3200	\$10,368.00
7	2" COURT LINES/STRIPING	1	LS	\$900.00	4	\$3,600.00
TOTAL				\$2,454.03	\$177,996.00	

CITY OF APOPKA

Agreement

ITB # 2019-01

Project: Tennis and Basketball Court Replacement

THIS AGREEMENT ("Agreement") is made and entered this 5 day of March, 2019 between City of Apopka, a Florida municipal corporation ("CITY") and Ace Surfaces located at 251 Altamonte Commerce ("CONTRACTOR") (CITY and CONTRACTOR may be collectively referred to as the "parties" herein).

WITNESSETH:

WHEREAS, CITY desires to obtain the services of CONTRACTOR concerning certain services specified in this Agreement (referred to hereinafter as the "Project"); and

WHEREAS CONTRACTOR has submitted a proposal for the provision of those services; and

WHEREAS CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITIES

- 1.1 The services performed by CONTRACTOR are generally described as professional contracting services for tennis and basketball court replacement and more fully described in the Scope of Scope of Services attached as Exhibit A and in the Invitation to Bid (ITB # 2019-01) incorporated herein by reference and made a part of this Agreement.
 - 1.1.1 **It is expressly understood that no work/purchase will begin until a signed Purchase Order is issued to CONTRACTOR.**
 - 1.1.2 Upon execution of this Agreement and issuance of a signed Purchase Order, CONTRACTOR agrees to promptly provide the services required thereby, in accordance with the terms of this Agreement.
- 1.2 CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Apopka and in Orange County, Florida, including, but not limited to, all licenses required by representative

state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement. When services to be provided hereunder require a license, certificate of authorization or other form of legal entitlement under the Florida Statutes, CONTRACTOR agrees it shall employ or retain only qualified personnel to provide such services.

- 1.3 CONTRACTOR has represented to CITY that it has the expertise in the type of professional services that will be required for the Project. CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction of the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, CONTRACTOR shall notify CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- 1.4 CONTRACTOR will insure that the performance of the services herein, by its employees, agents and any of its subcontractors and that all material, equipment, etc. will be in full compliance with the Occupational Safety and Health Act ("OSHA"). If any material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by CONTRACTOR.
- 1.5 CONTRACTOR agrees not to employ or offer to employ any Elected Official or City Managerial Employee of CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 1 year after termination of all provisions of this Agreement. For purposes of this paragraph, the term, "Elected Official" shall mean any member of the City Council. For purposes of this paragraph, the term, "City Managerial Employee" shall mean the City Administrator, the City Clerk, the City Attorney, and any City department head or director. If CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to CITY in an amount equal to any and all compensation which is received by the former Elected Official or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from CITY, whichever is greater.
- 1.6 CONTRACTOR must keep and maintain all public records, as defined by Chapter 119, Florida Statutes, created in furtherance of this Agreement. On request from CITY's custodian of public records, CONTRACTOR shall provide a copy of any public records in its possession or allow such 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, and other applicable laws. CONTRACTOR shall ensure that public records that are exempt, or confidential and exempt from disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term, and if CONTRACTOR does not transfer the records to CITY, following completion of the contract. Upon completion of the Contract, CONTRACTOR may transfer all public records to CITY at no cost to CONTRACTOR. CONTRACTOR shall then destroy any duplicate exempt or confidential public records. If CONTRACTOR retains

any public records following completion of the contract, Contractor must meet all applicable requirements for retaining public records.

- 1.7 CONTRACTOR shall fully warrant all material furnished hereunder against defect in materials and/or workmanship for a period of five (5) years from date of delivery/acceptance by CITY. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to CITY, immediately upon written notice from CITY. All warranty provisions of the *Uniform Commercial Code* shall additionally apply.

ARTICLE TWO CITY's RESPONSIBILITIES

- 2.1 CITY shall designate in writing a project coordinator to as CITY's representative with respect to the services to be rendered under this Agreement ("Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any oral or written orders of instructions to CONTRACTOR that would have the effect or be interpreted to have the effect, of modifying or changing in any manner whatever the following:

- (a) The scope of services to be provided and performed by CONTRACTOR;
- (b) The time CONTRACTOR is obligated to commence and complete all such services; and
- (c) The amount of compensation the CITY is obligated or committed to pay CONTRACTOR.

Any such modification or change of (a) through (c) shall only be made by submitting in writing a request and upon the authorization of the CITY's City Administrator as authorized by the City Council in the enabling statute or in CITY's procurement policies.

- 2.2 The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for CONTRACTOR to enter the PROJECT site to perform the services to be provided by CONTRACTOR under this Agreement; and
- (c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

- 2.3 CONTRACTOR acknowledges that access to the Project site, to be arranged by CITY for CONTRACTOR, may be provided during times that are not the normal business hours of CONTRACTOR.

ARTICLE THREE TIME

- 3.1 TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF THIS AGREEMENT. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement, issuance by CITY of a signed Purchase Order and upon a written Notice to Proceed from CITY for all or any designated portion of the Project and be for a three (3) year period. The time of performance will be extended only upon the mutually signed agreement by the parties to extend the contract term.
- 3.2 Should CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify CITY in writing within 5 business days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.
- 3.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which CITY may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from CITY. CONTRACTOR's sole remedy against CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.
- 3.4 Should CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to CITY hereunder, CITY at its sole discretion and option may withhold any and all payments due and owing to CONTRACTOR until such time as CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to CITY's satisfaction that CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

- 4.1 Compensation to the CONTRACTOR by CITY for all services shall not exceed the unit pricing established in the bid submittal as established in Exhibit A. Payments shall be processed in the manner set forth in the bid document and in Exhibit A to be incorporated herein by reference.
- 4.2 Payment for invoices received by CITY will be accomplished via purchase order system by submission of invoice, at time of delivery, with Release Order Number and Delivery Date reference thereon to:

CITY OF APOPKA
ATTN: RHONDA CLINE
NW RECREATION COMPLEX
3710 JASON DWELLEY PKWY
APOPKA, FL 32712

Retainage will be held as set by Florida Statute 255.78 in the amount of 10 percent of the payment until 50 percent completion of such services. An AIA form listing will be set at the preconstruction meeting regarding payment milestones. Payment Terms: Vendors are advised to familiarize themselves with the Florida Prompt Payment Statutes, codified at Secs. 218.70 – 218.80 Florida Statutes and and more particularly Sec. 218.735 – **Timely payment for construction services which allows for payment to be made up to but no more than 25 days from the receipt of a proper invoice. Staff will make a full effort to process invoicing before this time allotment however city staff does have up until this time to provide payments.**

**ARTICLE FIVE
INDEMNIFICATION**

- 5.1 CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR its officers, agents or employees in performance or non-performance of its obligations under this Agreement. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of such indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required within this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify CITY as set forth in this paragraph. Nothing herein shall be construed to extend the CITY's liability beyond that provided in section 768.28, Florida Statutes.

**ARTICLE SIX
INSURANCE**

- 6.1 CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the type and in the amounts set forth in Exhibit B, General Insurance Requirements, incorporated herein by reference.

**ARTICLE SEVEN
INDEPENDENT CONTRACTOR**

- 7.1 CONTRACTOR is an independent contractor and this Agreement does not create a joint venture, partnership, affiliation, association or employment relationship with CITY. CONTRACTOR agrees not to hold itself out as a joint venturer, partner, affiliate, associate, or employee of CITY. CONTRACTOR agrees that it is solely responsible for any tax, both state or federal, that may be due on compensation received under this Agreement, and for payment of any other taxes, fees, or charges that may accrue to and be payable by it because of the services performed under this Agreement.
- 7.2 The services to be performed hereunder shall be performed by CONTRACTOR's own staff, unless otherwise authorized in writing by CITY. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE EIGHT DOCUMENTS INCORPORATED IN AGREEMENT

- 8.1 The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Invitation to Bid
- Bid Form
- Respondents Certification
- Bid Bond if applicable
- Agreement Form
- Performance and Payment Bond if applicable
- Bid Protest Procedures
- Insurance Requirements/ Hold Harmless Agreement
- Certificate of Insurance – Worker's Compensation
- Certificate of Insurance – General Liability
- Drug Free Workplace Certification
- Specifications
- Public Entity Crimes – Sworn Statement
- Notice of Award Form
- Notice to Proceed Form
- Change Order Form
- Application for Payment Form
- Certificate of Substantial Completion Form
- Release and Affidavit
- Contractor Request for Information Form

ARTICLE NINE WAIVER OF CLAIMS

- 9.1 CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims by it against CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by CITY shall be deemed a waiver of any of CITY's rights against CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

- 10.1 CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed; or (b) failure to properly and timely perform the services to be provided hereunder or as directed by CITY; or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of CONTRACTOR's principals, officers, or directors; or (d) failure to obey laws, ordinances, regulations or other codes of conduct; or (e) failure to perform or abide by the terms or spirit of this Agreement; or (f) for any other just cause. CITY may so terminate this Agreement, in whole or in part, by giving CONTRACTOR at least 3 calendar days' written notice.
- 10.2 If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that CITY otherwise was not entitled to the remedy against CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination for in paragraph 10.3 below and CONTRACTOR's remedies against CITY shall be the same as limited to those afforded the CONTRACTOR under paragraph 10.3 below.
- 10.3 CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days' notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

- 11.1 CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such

interest shall be employed to perform those services.

ARTICLE TWELVE NON-DISCRIMINATION

- 11.1 CONTRACTOR is prohibited from discriminating against any employee, applicant or client because of race, religion, color, disability, national origin, gender or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection. EEO STATEMENT: The City of Apopka is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

ARTICLE THIRTEEN ASSIGNMENT

- 12.1 CONTRACTOR may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by CITY, at CITY's sole discretion. No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

ARTICLE FOURTEEN MODIFICATION

- 14.1 No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to bound by it.

ARTICLE FIFTEEN NOTICES AND ADDRESSES OF RECORD

- 13.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:	City of Apopka
	Recreation Department
	NW Recreation Complex
	3710 Jason Dwelley Pkwy
	Apopka FL 32712

Phone (407) 703-1346
Fax (407) 703-1740

CONTRACTOR: Ace Surfaces North America Inc.
251 Altamonte Commerce Blvd. Ste: 1406
Altamonte Springs, FL 32714

ARTICLE SIXTEEN MISCELLANEOUS

- 16.1 CONTRACTOR, in representing CITY, shall promote the best interest of the CITY and assume towards CITY a duty of the highest trust, confidence and fair dealing.
- 16.2 No modification, waiver, suspension or termination of the Agreement or any of the terms thereof shall impair the rights or liabilities of either party.
- 16.3 This Agreement is not assignable, in whole or in part, by CONTRACTOR without prior written consent of CITY.
- 16.4 Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 16.5 The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts or Attachments.
- 16.6 This Agreement and those documents incorporated into it, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the manner set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- 16.7 Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

ARTICLE SEVENTEEN GOVERNING LAW AND VENUE

- 17.1 This Agreement shall be governed by the laws in the State of Florida. The *Uniform Commercial Code* (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between CONTRACTOR and CITY for any terms and conditions not specifically stated in this Agreement. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement, in the United States District Court for the Middle District of Florida located in Orlando, Florida, or in the Circuit

and County Courts in and for Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ATTEST:



Secretary

CONTRACTOR:

Ace Surfaces, Inc

By: [Signature]

Print Name: FABIANZ FASOLD

Its: _____ President

Date: 3/5/2019

[Corporate Seal]

ATTEST:



City Clerk

CITY:

CITY OF APOPKA, FLORIDA

By: [Signature]

Print Name: Edward D. Bars II

Its: City Administrator

Date: 3-6-19

EXHIBIT A

SCOPE OF SERVICES

A. PURPOSE

To obtain bids to replace the basketball court at Alonzo Williams Park located at 515 S. Hawthorne Avenue, Apopka, FL 32703. The bid will also allow for a contract to replace courts within a period of 3 years with the option of two (2) additional one (1) year terms. The selected contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida. The City intends to enter into an agreement with the lowest qualified firm. Additional Governmental Agencies/Entities may utilize this contract upon suppliers' acceptance.

B. SCOPE

The first park court to be addressed after selection of a contractor is Alonzo Williams Park 100x105 (1,167 SY). A dedicated timeline is outlined under "Section C. Schedule" for Alonzo Williams Park. The following other parks and courts may be addressed in the future as listed below. Additional locations may be added if sizes are in comparison to those provided on the bid form document.

Alonzo Williams Park Basketball Court 100'x105' (1,167 SY):
with 5' border and 5' between the courts 94'x115' (1201 SY)

Northwest Recreation Complex:

3 basketball courts 84'x50' each (467 SY)

4 tennis courts 78'x36' for doubles (312 SY) & 78'x27' for singles (234 SY)

All 3 courts combined = 104'x202' (2,334 SY).

Tennis: 120' x 240' = 3,200 (SY)

This is for the entire surface, including space between the courts and space from the court to the fence. Doubles is part of the standard court design.

Alternates listed below will not be considered in the total bid pricing and will be optional based on project.

Basketball Courts

1. Grade substrate and install 6" lime rock base that is properly compacted following the 1% slope.
2. Install 1.5" SP-9.5 (non-recycled) asphalt. Flood entire surface checking for minor depressions or irregularities. Any puddled areas that hold water deep enough to cover a nickel or 1/8" will be repaired and covered, this includes any rough or raveled areas of asphalt. The edges of all patches will be scraped or ground smooth so that patches are not visible through finished surface.
3. It is recommended that bidder visit park(s) to calculate measurements before submitting quotes (see attachments for locations and layout).
4. Courts must cure at least 30 days or approved by staff as completely dried before applying any coatings and court must be clean and completely dry.
5. Apply 2 Coats of Acrylic Surfacers to entire court.

6. Apply 2 Coats of Color/Topcoat.
7. Court must dry for a minimum of five (5) hours prior to application of playing lines.
8. Apply 2" wide regulation court lines.

Basketball Court Alternate Pricing

1. Remove asphalt and base.
2. Remove basketball poles and goals.
3. Install Heavy Duty package basketball hoops/poles or equivalent (city will provide equipment) using manufacturer's specifications.

Tennis Courts

1. Grade substrate and install 6" lime rock base that is properly compacted following the 1% slope.
2. Install 1.5' SP-9.5 (non-recycled) asphalt. Flood entire surface checking for minor depressions or irregularities. Any puddled areas that hold water deep enough to cover a nickel or 1/8" will be repaired and covered, this includes any rough or raveled areas of asphalt. The edges of all patches will be scraped or ground smooth so that patches are not visible through finished surface.
3. It is recommended that bidder visit park(s) to calculate measurements before submitting quotes (see attachments for locations and layout).
4. Courts must cure at least 30 days or approved by staff as completely dried before applying any coatings and court must be clean and completely dry.
5. Apply 2 Coats of Acrylic Surfer to entire court.
6. Apply 2 Coats of Color/Topcoat.
7. Court must dry for a minimum of five (5) hours prior to application of playing lines.
8. Apply 2" wide regulation court lines.

Tennis Court Alternate Pricing

1. Remove fencing and windscreen around court area.
2. Remove and dispose of existing tennis net posts.
3. Remove existing center strap ground anchors.
4. Remove asphalt and base.
5. Install tennis net posts (city will provide equipment) using manufacturer's specifications.
6. Replace center strap ground anchors with pipe type center strap anchor made from galvanized steel with pin in the top center.
7. Install new net and new center strap for each court.
8. Reinstall tennis court fencing and windscreen.

The project consists of furnishing all transportation, materials, equipment, labor, services and supplies necessary to construct the above described improvements. Before submitting a Bid, each Bidder must examine the Documents thoroughly, visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and study and carefully correlate Bidder's observations with the Documents.

C. SCHEDULE

Alonzo Williams Park & Future Courts:

Completion of Construction: 45 days

Final Completion with Top/Coat & Paint: +15 days

Total Project Time: 60 days

Alonzo Williams Park Basketball Court

Bid Deadline: 02/06/19

City Council Contract Award: 02/20/19

Contract/Insurance Execution: By or Before 03/01/19

Pre-construction Meeting: By or before 03/01/19

Start Date: As soon as contract is executed or by 03/04/19

Completion Date: Mid-April

SPECIAL PROVISIONS

Standard Specifications

The project shall be constructed in accordance with these specifications and all applicable standards required to obtain any required permits, FDEP or environmental regulations and all applicable City of Apopka Construction Design Standards.

Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to designated staff or Engineer until after the "effective date of the Agreement". The procedure for submittal of any substitute or alternate application by a Contractor is by submitting a request before the RFI deadline to Purchase@apopka.net.

Cooperation with Others

- a. The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- b. Contractor shall schedule his work in such a manner as to maintain access for homes & businesses.

Method of Measurement

All measurement for payment will be based on the completed work performed in strict accordance with the drawings and/or specifications. All work completed under this contract shall be measured by the Contractor or his representatives in the presence of the Engineer or his representative.

Notification to and Coordination with Utility Companies

The excavators shall comply with FL 77-153 regarding notification of existing gas and oil pipeline company owners. During the period of this contract, it shall be the Contractor's responsibility to coordinate all utility adjustments necessary for the completion of the project.

Subsurface Investigations

The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature of the work, the conformation of the ground, the character and quality of the nature of the groundwater conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all

costs pertaining to the work.

Clean-Up

Upon completion of construction of all facilities, the entire construction area shall be cleaned up and all trash, debris and excess material must be hauled away and disposed of to the satisfaction of the City.

Permits, Licenses & Notices

The Contractor shall procure all permits and licenses required by Contract Documents. The Contractor shall give all notice necessary and incidental to the due and lawful prosecution of the work.

Use of Public Roads & Streets

The use of public roads and streets shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or excavated material spilled from trucks shall be removed by the Contractor and the street cleaned to the satisfaction of the Owner. Contractor shall be responsible for any and all damage to existing facilities whether caused by themselves or their subcontractor. It is highly recommended that Contractor notify all subcontractors of this liability in an effort to prevent or minimize damage.

Care of Trees, Shrubs & Grass

The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. Where maintained shrubbery or grassed strips must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition, all destroyed or damaged shrubbery or grass. Tree limbs which interfere with equipment operation and are approved for pruning, shall be neatly trimmed.

Damage to Existing Structures & Utilities

The Contractor shall be responsible for and make good all damage to pavement beyond the limits of this contract, buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipe, gas lines, or other structures which may be encountered whether or not shown on the Drawings.

Use of Explosives

No blasting shall be done except upon approval by the City and the governmental agency or political subdivision having jurisdiction. When the use of explosives is approved by the City as necessary for the execution of the work, the Contractor shall use the utmost care so as not to endanger life or property, and assume responsibility for any such damage resulting from his blasting operations, and whenever explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in the care of competent watchmen. All permits required for the use of explosives shall be obtained by the Contractor at his expense. All requirements of the governmental agency issuing permits shall be observed.

Weekly Progress Schedule

Weekly progress schedule shall include the necessary manpower and equipment required to maintain the projected progress schedule. Should the Contractor fail to maintain the progress schedule he has provided to the City and is unable to recover prior to the next pay requisition, the

City may elect to withhold a portion of or all 7of the following payments until such time that the Contractor has recovered his loss time. The City may request the Contractor to submit a revised schedule with evidence, by means of additional manpower and equipment, displaying his intentions to make up for the loss of time. If the City agrees and believes that the Contractor will recover, the City may elect to continue with payments.

Storing of Equipment & Material

The Contractor shall discuss and obtain approval from the City for any area outside the limits of construction that may be impacted by his work. This shall include any areas necessary for the staging, storing and delivery of equipment and material. In addition, the Contractor shall discuss and obtain approval from the City for the selection of the best delivery routes to the construction site.

Existing Underground Utilities

Contractor shall take the necessary steps to explore or otherwise verify and confirm location of underground pipes utilities & structures for any necessary areas outlined in the project before excavation.

EXHIBIT B

GENERAL INSURANCE REQUIREMENTS

CONTRACTOR shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations be by the CONTRACTOR, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

CONTRACTOR shall require, and shall be responsible for assuring throughout the time that the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

CONTRACTOR shall obtain, have and maintain during the entire period of the Agreement insurance policies which contain the following information and provisions:

- A. The name and type of policy and coverages provided;
- B. The amount or limit applicable to each coverage provided;
- C. The date of expiration of coverage;
- D. The designation of the City of Apopka, Florida and Engineer as additional insureds and certificate holders. (This requirement shall not apply to the Worker's Compensation Insurance.);
- E. The following clause must appear on the Certificate of Insurance:
"Cancellation - should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the described policies."

Each Certificate of Insurance shall be accompanied by documentation that is acceptable to CITY establishing that the insurance agent and/or agency issuing the certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, CONTRACTOR shall furnish to CITY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONTRACTOR to provide CITY with

such renewal certificate(s) shall be considered justification for CITY to terminate the Agreement.

If CITY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with the requirements of the Agreement on the basis of its not complying with the Agreement, CITY shall notify Contractor in writing. CONTRACTOR shall provide to CITY such additional information with respect to its insurance as may be requested.

CONTRACTOR shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

INSURANCE SCHEDULE

1a. Workers Compensation	Statutory
1b. Employers Liability	\$1,000,000 Each Accident
	\$1,000,000 Per Person - Disease
	\$1,000,000 Aggregate - Disease
2. General Liability	\$1,000,000 Each Occurrence
	\$100,000 Damage to Rented Premises
	\$1,000,000 Personal Injury and Advertising
	\$2,000,000 General Aggregate
	\$1,000,000 Products/Completed Operations
	Aggregate
	\$10,000 Medical Payments
3. Business Automobile Liability	\$1,000,000 Combined Single Limit

Pollution Liability Insurance. Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this . Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for three (3) years after completion of contract or "tail" coverage must be purchased. Coverage should include and be for the least minimum limits listed below:

1. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
2. Defense including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3. Cost of Cleanup/Remediation.

<u>Limits</u>	
Per Claim or Occurrence:	\$2,000,000
General Aggregate:	\$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

Form of Coverage:

Industry Standard:

General Liability: Insurance Services Office form CG0001 (12/04) or equivalent

Business Auto: Insurance Services Office form CA0001 (03/06) or equivalent

Special Provisions:

1. All tools and equipment owned by the CONTRACTOR or any of its subcontractor are the responsibility of the owner of the equipment. City of Apopka is held harmless for loss of any kind.
2. Additional Insured: City of Apopka, it's employees, agents and any representatives shall be named as additional insured on the General Liability (including Products & Completed Operations) and Auto Policies.
3. Waiver of Subrogation: Workers Compensation and General Liability policies shall contain a Waiver of Subrogation in favor of and naming: City of Apopka, it's employees, agents, and any representatives.
4. General Liability policy will include "Per Project Aggregate" endorsement.



251 Altamonte Commerce Blvd, Unit 1406
Altamonte Springs, FL 32714
407-865-6279 – Fax 407-865-6289
www.ace-surfaces.com
info@ace-surfaces.com

SUBMITTED TO: City of Clermont
ATTENTION: Brian Forman
CONTACT INFO: brforman@clermontfl.org
PROJECT ADDRESS: 3700 S Highway 27
DATE: Friday, April 22, 2022

Terms of Proposal

1. *This is offered for acceptance within (30) days from date shown above, after which date it will be subject to reconfirmation or requotation. When duly executed by you and delivered to us it shall constitute a legal contract binding both parties, subject only to your credit approval by ACE Surfaces NA, Inc.*
2. *The work covered by this proposal shall be only that specifically outlined herein and to provide a price for the work in accordance with plans and specifications as furnished. Any change in the work or work not covered in this proposal will be considered as extra work and will be subject to further negotiation. Where there is a variance between the plans and specifications and this proposal, the prices quoted will be only for the work as outlined in the scope of this proposal. Local, city, or county licenses (if required) are not included in this quote. The Owner shall obtain required permits and will conform all plans and specs with all governmental requirements.*
3. *ACE Surfaces NA, Inc. shall not be responsible for delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, inclement weather conditions, or other contingencies beyond our control.*
4. *Unobstructed vehicular access is guaranteed by owner until completion of work. Owner to provide storage area for materials, electricity, dumpster and potable water supply within 100' of court(s).*
5. *ACE Surfaces NA, Inc. is not obligated to continue work until terms of payment are fully met. Owner is solely responsible for all delays as per terms of contract.*
6. *Unless specifically included in the contract price, the cost of any surety bonds or permits will be added to the contract price.*
7. *ANY CONTRACT OR PURCHASE ORDER DIRECTED TO ACE SURFACES as a result of or based upon this proposal MUST include reference to this proposal to become acceptable to ACE Surfaces NA, Inc.*
8. *Any payments not received as per contract shall bear interest at the rate of 1 1/2% per month, and you also agree to pay ACE Surfaces NA, Inc. cost and expense of collection including reasonable attorney's fees whether or not a suit is filed.*
9. *ACE Surfaces NA, Inc. is an equal opportunity employer in accordance with 41 CFR-4.3(A).60-250.4(M), and 60-741.4(F).*

The following is Ace Surfaces' proposal to build 6 Pickleball Courts

SCOPE OF WORK:

Level area using existing fill to create level slope
Remove 6" of subgrade from court location
Install 6" blended rock base
Install 4" of hot mix asphalt in 2 lifts
Install Pickleball Net Post Footers
Install Laykold Masters Color Surfacing System
Install Game Lines
Install Pickleball Net Posts and Nets



251 Altamonte Commerce Blvd, Unit 1406
Altamonte Springs, FL 32714
407-865-6279 – Fax 407-865-6289
www.ace-surfaces.com
info@ace-surfaces.com

COLOR: Colors TBD

WATER, POWER, DUMPSTER:

Dumpster Supplied by Ace, Power by Ace
Water by Parks

PERMIT FOR SURFACING:

Supplied by owner

LEAD TIME:

Up to 12 weeks lead time

Warranty:

1 Year Warranty on resurfacing
1 Year Warranty on asphalt and base work

Special Notes:

COURT PROPOSAL

We hereby propose to provide materials and labor complete in accordance
with the above specifications for the sum of:

Item	Cost	
Mill and Pave Asphalt	\$	58,266.00
Pickleball Footers, Nets and Posts	\$	7,800.00
Laykold Surfacing (2 standard colors)	\$	21,600.00

Sub Total	\$	87,666.00
Sales Tax	\$	-
Total	\$	87,666.00



251 Altamonte Commerce Blvd, Unit 1406
Altamonte Springs, FL 32714
407-865-6279 – Fax 407-865-6289
www.ace-surfaces.com
info@ace-surfaces.com

Terms of payment

50% due with acceptance of proposal,
Remaining 50% due upon completion and acceptance of work.
A 1.5% late payment
fee per month will apply to all unpaid balances after 30 days from date of invoice.

Acceptance of Proposal

The above cost, specifications and conditions are satisfactory and are hereby accepted. Ace Surfaces is authorized to perform the work as specified. To indicate acceptance please return one signed copy of the contract at the address above or by email to info@ace-surfaces.com

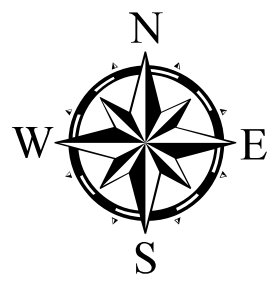
Accepted by: _____

Signed: _____

Date: _____

Offered by: Franz Fasold
President, Ace Surfaces Inc

Signed: 



ARC Proposed Pickleball Courts





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Piggyback Volusia County Contract		
Requested Action		
Recommend to approve a piggyback to Volusia County contract number MA# 32454 with Advanced Environmental Labs to provide laboratory analysis and sampling of water.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract with Volusia County, Contract Number MA# 32454 titled Laboratory Analysis and Sampling, to provide analysis and sampling of water. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2204-006 to notify local vendors of the City's intent to utilize another governmental agency's contract. 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 Volusia County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 1-year agreement with two (2) one (1) year renewal terms. Based on this, staff recommends that Council approve the piggyback of the Volusia County Contract Number MA# 32454. This contract will allow analysis and sampling of water through a competitive bid contract. The estimated annual usage of this contract is \$135,000. 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 usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective departments. There are adequate funds in the current FY budget for these services. Department: Water - 41533-53150 and Sewer - 42535-53150		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2204-006	RFI 2204-006.pdf	
2. Tabulation	Tabulation.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Volusia County Contract for Laboratory Analysis and Sampling

CONTACT INFORMATION:	RFI No. 2204-006	ISSUED DATE: April 18, 2022
Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermtontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 25, 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 seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: Advanced Environmental Labs

(c) Contract Number and Title: MA# 32454 Laboratory Analysis and Sampling

(d) Length of Contract: February 4, 2020 to February 3, 2023 with two (2) one (1) year renewals.

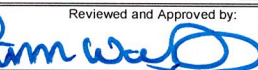
(e) Product or Service Provided: Laboratory Analysis and Sampling

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.



COUNTY OF VOLUSIA, FL RECOMMENDATION OF AWARD				ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.			
BID NUMBER: 20-B-15LL							
BID TITLE: Laboratory Analysis & Sampling							
OPENING DATE/TIME: 12/10/19 - 3:00 pm							
Company Name:		Advanced Environmental Laboratories, Inc		Flowers Chemical Laboratories, Inc.		Pace Analytical Services LLC	
UTILITIES DIVISION							
DRINKING WATER:	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Nitrate	20	\$ 6.00	\$ 120.00	\$ 5.00	\$ 100.00	\$ 6.50	\$ 130.00
Nitrite	20	\$ 6.00	\$ 120.00	\$ 5.00	\$ 100.00	\$ 6.50	\$ 130.00
Lead	400	\$ 4.00	\$ 1,600.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00
Copper	400	\$ 4.00	\$ 1,600.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00
Total coliform	475	\$ 7.00	\$ 3,325.00	\$ 8.00	\$ 3,800.00	\$ 10.00	\$ 4,750.00
RADIOLOGICAL	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Gross Alpa (including Uranium)	10	\$ 20.00	\$ 200.00	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00
Radium 228	10	\$ 45.00	\$ 450.00	\$ 58.00	\$ 580.00	\$ 58.00	\$ 580.00
Radium 226	10	\$ 55.00	\$ 550.00	\$ 58.00	\$ 580.00	\$ 58.00	\$ 580.00
SECONDARY	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Chloride	160	\$ 6.00	\$ 960.00	\$ 5.00	\$ 800.00	\$ 6.50	\$ 1,040.00
Sulfate	45	\$ 6.00	\$ 270.00	\$ 5.00	\$ 225.00	\$ 6.50	\$ 292.50
pH	200	\$ 3.00	\$ 600.00	\$ 3.00	\$ 600.00	\$ 4.00	\$ 800.00
UNREGULATED CONTAMINANTS LIST I	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Unregulated Contaminants LIST I	2		\$ -	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00
	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
TSS	1260	\$ 6.00	\$ 7,560.00	\$ 7.00	\$ 8,820.00	\$ 8.00	\$ 10,080.00
CBOD 5	400	\$ 12.50	\$ 5,000.00	\$ 12.00	\$ 4,800.00	\$ 15.00	\$ 6,000.00
Fecal Coliform	1145	\$ 8.00	\$ 9,160.00	\$ 7.00	\$ 8,015.00	\$ 10.00	\$ 11,450.00
Nitrate	200	\$ 6.00	\$ 1,200.00	\$ 5.80	\$ 1,160.00	\$ 6.50	\$ 1,300.00
TDS	188	\$ 7.00	\$ 1,316.00	\$ 7.00	\$ 1,316.00	\$ 8.00	\$ 1,504.00
Chloride	200	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00	\$ 6.50	\$ 1,300.00
Sodium	84	\$ 6.00	\$ 504.00	\$ 5.00	\$ 420.00	\$ 5.00	\$ 420.00
Sulfate	84	\$ 6.00	\$ 504.00	\$ 5.00	\$ 420.00	\$ 6.50	\$ 546.00
Turbidity	200	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 4.00	\$ 800.00
OTHER CONTAMINANTS	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Trihalomethane Analysis	31	\$ 30.00	\$ 930.00	\$ 28.00	\$ 868.00	\$ 28.00	\$ 868.00
Total Haloacetic Acids	31	\$ 55.00	\$ 1,705.00	\$ 58.00	\$ 1,798.00	\$ 63.00	\$ 1,953.00
Calcium	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Magnesium	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Potassium	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Total Iron	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Total Hardness	15	\$ 10.00	\$ 150.00	\$ 5.80	\$ 87.00	\$ 10.00	\$ 150.00
Specific Conductance	18	\$ 5.00	\$ 90.00	\$ 5.00	\$ 90.00	\$ 6.00	\$ 108.00
pH	15	\$ 3.00	\$ 45.00	\$ 5.00	\$ 75.00	\$ 4.00	\$ 60.00
Boron	4	\$ 6.00	\$ 24.00	\$ 5.00	\$ 20.00	\$ 5.00	\$ 20.00
Total Nitrogen	20	\$ 25.00	\$ 500.00	\$ 25.00	\$ 500.00	\$ 24.00	\$ 480.00
Orthophosphate, as P	4	\$ 10.00	\$ 40.00	\$ 7.00	\$ 28.00	\$ 7.00	\$ 28.00
Estimated Total for Utilities Division			\$ 41,083.00		\$42,602.00		\$50,919.50
SOLID WASTE DIVISION							
Organics	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Ethane/Ethene	24	\$ 115.00	\$ 2,760.00	\$ 85.00	\$ 2,040.00	\$ 80.00	\$ 1,920.00
2- Butanone	2	\$ 45.00	\$ 90.00	\$ 45.00	\$ 90.00	\$ 45.00	\$ 90.00
Ethylene Dibromide (GCS EDB)	156	\$ 35.00	\$ 5,460.00	\$ 25.00	\$ 3,900.00	\$ 28.00	\$ 4,368.00
Total Recovery Hydrocarbon/FLPRO	6	\$ 40.00	\$ 240.00	\$ 45.00	\$ 270.00	\$ 60.00	\$ 360.00
Nutrients	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Ammonia Nitrogen	210	\$ 15.00	\$ 3,150.00	\$ 8.00	\$ 1,680.00	\$ 12.00	\$ 2,520.00
Nitrate Nitrogen (IC Anions)	262	\$ 6.00	\$ 1,572.00	\$ 5.80	\$ 1,519.60	\$ 6.50	\$ 1,703.00
Nitrogen, Total	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 24.00	\$ 2,400.00
Mircobiological	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Fecal Coliform	15	\$ 8.00	\$ 120.00	\$ 7.00	\$ 105.00	\$ 10.00	\$ 150.00
Total Coliform	15	\$ 7.00	\$ 105.00	\$ 7.00	\$ 105.00	\$ 10.00	\$ 150.00
Residue/Solids	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Total Dissolved Solids	230	\$ 7.00	\$ 1,610.00	\$ 7.00	\$ 1,610.00	\$ 8.00	\$ 1,840.00
Total Suspended Solids	30	\$ 7.00	\$ 210.00	\$ 7.00	\$ 210.00	\$ 8.00	\$ 240.00
Field Test	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Total Well Depth	305	\$ 1.00	\$ 305.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Specific Conductance	305	\$ 5.00	\$ 1,525.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Turbidity	305	\$ 5.00	\$ 1,525.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Miscellaneous	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Chloride (IC Anions)	230	\$ 6.00	\$ 1,380.00	\$ 5.00	\$ 1,150.00	\$ 6.50	\$ 1,495.00
Color	305	\$ 12.00	\$ 3,660.00	\$ 5.50	\$ 1,677.50	\$ 5.00	\$ 1,525.00
pH	305	\$ 3.00	\$ 915.00	\$ 5.00	\$ 1,525.00	\$ 4.00	\$ 1,220.00
Metals	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Iron	30	\$ 6.00	\$ 180.00	\$ 5.00	\$ 150.00	\$ 5.00	\$ 150.00
Mercury	210	\$ 12.00	\$ 2,520.00	\$ 10.00	\$ 2,100.00	\$ 12.00	\$ 2,520.00
Sodium	226	\$ 6.00	\$ 1,356.00	\$ 5.00	\$ 1,130.00	\$ 5.00	\$ 1,130.00
Orangic & Demands	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Biochemical Oxygen Demand	14	\$ 15.00	\$ 210.00	\$ 13.00	\$ 182.00	\$ 15.00	\$ 210.00
Chemical Oxygen Demand	14	\$ 15.00	\$ 210.00	\$ 13.00	\$ 182.00	\$ 12.00	\$ 168.00
Total Organic Carbon	32	\$ 20.00	\$ 640.00	\$ 13.00	\$ 416.00	\$ 15.00	\$ 480.00
Toxicity Characteristic Leaching Procedure (TCLP)	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
SPLP Extraction	2	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 35.00	\$ 70.00
Miscellaneous	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
40 CFR Part 258 Appendix I	210	\$ 130.00	\$ 27,300.00	\$ 140.00	\$29,400.00	\$ 145.00	\$30,450.00
Field Parameters	305	\$ 5.00	\$ 1,525.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Estimated Total for Solid Waste			\$ 61,118.00		\$54,432.10		\$55,159.00
Opened by: Lacey Lassiter & Kathy Williams Tabulation by: Lacey Lassiter, Procurement Analyst Recommendation of Award: Advanced Environmental Laboratories, Inc.; Flowers Chemical Laboratories, Inc.; Pace Analytical Services County Council Meeting Date: 2/4/2020 Posted: 1/10/2020				Reviewed and Approved by:  Pam Wilsky, CPPB, CPPO Interim Director of Purchasing and Contracts			



Master Agreement

NO. 780 32454 - 4

TERM: 2020-02-04 to 2023-02-03

Page 1 of 2

Date Issued: 11/05/2021

Vendor contact: Name: BJ Israel Phone: 407-937-1594 E-mail: accounting@aellab.com		County contact: Name: DEVAN NORTH Phone: 386-943-7027 E-mail: dnorth@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: ADVANCED ENVIRONMENTAL LABS 6681 SOUTHPOINT PARKWAY JACKSONVILLE, FL 32216		Vendor No. 09061900170	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 20-B-15LL Award Date: 2020-02-04 Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Lab Analysis and Sampling			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
2	96148	EA	Lab analysis and sampling, per attached price list.	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

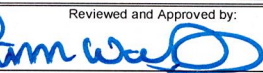
Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



COUNTY OF VOLUSIA, FL RECOMMENDATION OF AWARD				ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.			
BID NUMBER: 20-B-15LL							
BID TITLE: Laboratory Analysis & Sampling							
OPENING DATE/TIME: 12/10/19 - 3:00 pm							
Company Name:		Advanced Environmental Laboratories, Inc.		Flowers Chemical Laboratories, Inc.		Pace Analytical Services LLC	
UTILITIES DIVISION							
DRINKING WATER:	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Nitrate	20	\$ 6.00	\$ 120.00	\$ 5.00	\$ 100.00	\$ 6.50	\$ 130.00
Nitrite	20	\$ 6.00	\$ 120.00	\$ 5.00	\$ 100.00	\$ 6.50	\$ 130.00
Lead	400	\$ 4.00	\$ 1,600.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00
Copper	400	\$ 4.00	\$ 1,600.00	\$ 5.00	\$ 2,000.00	\$ 5.00	\$ 2,000.00
Total coliform	475	\$ 7.00	\$ 3,325.00	\$ 8.00	\$ 3,800.00	\$ 10.00	\$ 4,750.00
RADIOLOGICAL	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Gross Alpa (including Uranium)	10	\$ 20.00	\$ 200.00	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00
Radium 228	10	\$ 45.00	\$ 450.00	\$ 58.00	\$ 580.00	\$ 58.00	\$ 580.00
Radium 226	10	\$ 55.00	\$ 550.00	\$ 58.00	\$ 580.00	\$ 58.00	\$ 580.00
SECONDARY	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Chloride	160	\$ 6.00	\$ 960.00	\$ 5.00	\$ 800.00	\$ 6.50	\$ 1,040.00
Sulfate	45	\$ 6.00	\$ 270.00	\$ 5.00	\$ 225.00	\$ 6.50	\$ 292.50
pH	200	\$ 3.00	\$ 600.00	\$ 3.00	\$ 600.00	\$ 4.00	\$ 800.00
UNREGULATED CONTAMINANTS LIST I	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Unregulated Contaminants LIST I	2		\$ -	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00
	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
TSS	1260	\$ 6.00	\$ 7,560.00	\$ 7.00	\$ 8,820.00	\$ 8.00	\$ 10,080.00
CBOD 5	400	\$ 12.50	\$ 5,000.00	\$ 12.00	\$ 4,800.00	\$ 15.00	\$ 6,000.00
Fecal Coliform	1145	\$ 8.00	\$ 9,160.00	\$ 7.00	\$ 8,015.00	\$ 10.00	\$ 11,450.00
Nitrate	200	\$ 6.00	\$ 1,200.00	\$ 5.80	\$ 1,160.00	\$ 6.50	\$ 1,300.00
TDS	188	\$ 7.00	\$ 1,316.00	\$ 7.00	\$ 1,316.00	\$ 8.00	\$ 1,504.00
Chloride	200	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00	\$ 6.50	\$ 1,300.00
Sodium	84	\$ 6.00	\$ 504.00	\$ 5.00	\$ 420.00	\$ 5.00	\$ 420.00
Sulfate	84	\$ 6.00	\$ 504.00	\$ 5.00	\$ 420.00	\$ 6.50	\$ 546.00
Turbidity	200	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 4.00	\$ 800.00
OTHER CONTAMINANTS	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Trihalomethane Analysis	31	\$ 30.00	\$ 930.00	\$ 28.00	\$ 868.00	\$ 28.00	\$ 868.00
Total Haloacetic Acids	31	\$ 55.00	\$ 1,705.00	\$ 58.00	\$ 1,798.00	\$ 63.00	\$ 1,953.00
Calcium	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Magnesium	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Potassium	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Total Iron	15	\$ 6.00	\$ 90.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
Total Hardness	15	\$ 10.00	\$ 150.00	\$ 5.80	\$ 87.00	\$ 10.00	\$ 150.00
Specific Conductance	18	\$ 5.00	\$ 90.00	\$ 5.00	\$ 90.00	\$ 6.00	\$ 108.00
pH	15	\$ 3.00	\$ 45.00	\$ 5.00	\$ 75.00	\$ 4.00	\$ 60.00
Boron	4	\$ 6.00	\$ 24.00	\$ 5.00	\$ 20.00	\$ 5.00	\$ 20.00
Total Nitrogen	20	\$ 25.00	\$ 500.00	\$ 25.00	\$ 500.00	\$ 24.00	\$ 480.00
Orthophosphate, as P	4	\$ 10.00	\$ 40.00	\$ 7.00	\$ 28.00	\$ 7.00	\$ 28.00
Estimated Total for Utilities Division			\$ 41,083.00		\$42,602.00		\$50,919.50
SOLID WASTE DIVISION							
Organics	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Ethane/Ethene	24	\$ 115.00	\$ 2,760.00	\$ 85.00	\$ 2,040.00	\$ 80.00	\$ 1,920.00
2- Butanone	2	\$ 45.00	\$ 90.00	\$ 45.00	\$ 90.00	\$ 45.00	\$ 90.00
Ethylene Dibromide (GCS EDB)	156	\$ 35.00	\$ 5,460.00	\$ 25.00	\$ 3,900.00	\$ 28.00	\$ 4,368.00
Total Recovery Hydrocarbon/FLPRO	6	\$ 40.00	\$ 240.00	\$ 45.00	\$ 270.00	\$ 60.00	\$ 360.00
Nutrients	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Ammonia Nitrogen	210	\$ 15.00	\$ 3,150.00	\$ 8.00	\$ 1,680.00	\$ 12.00	\$ 2,520.00
Nitrate Nitrogen (IC Anions)	262	\$ 6.00	\$ 1,572.00	\$ 5.80	\$ 1,519.60	\$ 6.50	\$ 1,703.00
Nitrogen, Total	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 24.00	\$ 2,400.00
Mircobiological	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Fecal Coliform	15	\$ 8.00	\$ 120.00	\$ 7.00	\$ 105.00	\$ 10.00	\$ 150.00
Total Coliform	15	\$ 7.00	\$ 105.00	\$ 7.00	\$ 105.00	\$ 10.00	\$ 150.00
Residue/Solids	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Total Dissolved Solids	230	\$ 7.00	\$ 1,610.00	\$ 7.00	\$ 1,610.00	\$ 8.00	\$ 1,840.00
Total Suspended Solids	30	\$ 7.00	\$ 210.00	\$ 7.00	\$ 210.00	\$ 8.00	\$ 240.00
Field Test	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Total Well Depth	305	\$ 1.00	\$ 305.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Specific Conductance	305	\$ 5.00	\$ 1,525.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Turbidity	305	\$ 5.00	\$ 1,525.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Miscellaneous	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Chloride (IC Anions)	230	\$ 6.00	\$ 1,380.00	\$ 5.00	\$ 1,150.00	\$ 6.50	\$ 1,495.00
Color	305	\$ 12.00	\$ 3,660.00	\$ 5.50	\$ 1,677.50	\$ 5.00	\$ 1,525.00
pH	305	\$ 3.00	\$ 915.00	\$ 5.00	\$ 1,525.00	\$ 4.00	\$ 1,220.00
Metals	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Iron	30	\$ 6.00	\$ 180.00	\$ 5.00	\$ 150.00	\$ 5.00	\$ 150.00
Mercury	210	\$ 12.00	\$ 2,520.00	\$ 10.00	\$ 2,100.00	\$ 12.00	\$ 2,520.00
Sodium	226	\$ 6.00	\$ 1,356.00	\$ 5.00	\$ 1,130.00	\$ 5.00	\$ 1,130.00
Orangic & Demands	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
Biochemical Oxygen Demand	14	\$ 15.00	\$ 210.00	\$ 13.00	\$ 182.00	\$ 15.00	\$ 210.00
Chemical Oxygen Demand	14	\$ 15.00	\$ 210.00	\$ 13.00	\$ 182.00	\$ 12.00	\$ 168.00
Total Organic Carbon	32	\$ 20.00	\$ 640.00	\$ 13.00	\$ 416.00	\$ 15.00	\$ 480.00
Toxicity Characteristic Leaching Procedure (TCLP)	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
SPLP Extraction	2	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 35.00	\$ 70.00
Miscellaneous	Estimated Number of Tests Per Year	Price Per Test	Total Cost	Price Per Test	Total Cost	Price Per Test	Total Cost
40 CFR Part 258 Appendix I	210	\$ 130.00	\$ 27,300.00	\$ 140.00	\$29,400.00	\$ 145.00	\$30,450.00
Field Parameters	305	\$ 5.00	\$ 1,525.00	\$ 2.00	\$ 610.00	\$ -	\$ -
Estimated Total for Solid Waste			\$ 61,118.00		\$54,432.10		\$55,159.00
Opened by: Lacey Lassiter & Kathy Williams Tabulation by: Lacey Lassiter, Procurement Analyst Recommendation of Award: Advanced Environmental Laboratories, Inc.; Flowers Chemical Laboratories, Inc.; Pace Analytical Services County Council Meeting Date: 2/4/2020 Posted: 1/10/2020				Reviewed and Approved by:  Pam Wilsky, CPPB, CPPO Interim Director of Purchasing and Contracts			

SUBMIT TO:

**COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608**

AN EQUAL OPPORTUNITY EMPLOYER



INVITATION TO BID

www.volusia.org/purchasing

CONTACT PERSON:

Lacey Lassiter..... 386-822-5772
Email:..... LLassiter@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH:..... 386-423-3300

TITLE:

Laboratory Analysis and Sampling

NUMBER:

20-B-15LL

SUBMITTAL DEADLINE:

**Tuesday, December 10,
2019,
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:

A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 11:30 a.m., EST, Monday, November 18, 2019

*SUBMITTALS RECEIVED AFTER
ABOVE DATE AND TIME WILL NOT
BE CONSIDERED*

FIRM'S NAME:**MAILING ADDRESS:****CITY – STATE – ZIP:****E-MAIL ADDRESS:****PHONE NUMBER:****FAX NUMBER:**

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x

Authorized Signature

Date

Printed Name

Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

TABLE OF CONTENTS

1.0	SCOPE OF WORK.....	3
1.1	Overview	3
1.2	Contractor Qualifications	4
1.3	Sample Collection and Analysis	5
1.4	Solid Waste Division Semi Annual Groundwater Parameters	6
1.5	Laboratory Analyses and Sampling for Volusia County Utilities Operations ...	7
1.6	Exhibits.....	9
1.7	Attachments	9
2.0	SPECIAL CONDITIONS	9
2.1	Bid Closing Date	9
2.2	Proposed Schedule.....	10
2.3	Point of Contact.....	10
2.4	Questions, Exceptions, and Addenda	10
2.5	Delivery of Bids	11
2.6	Pre-bid Conference	11
2.7	Bid Submittal Form.....	12
2.8	Definition of Responsive and Responsible for this Bid	12
2.9	Local Preference Availability	13
2.10	Payment Terms.....	13
2.11	Award Term.....	13
2.12	Price Redeterminations	13
2.13	Termination	16
2.14	Damages.....	17
3.0	DEFINITIONS.....	17
4.0	SUBMITTAL REQUIREMENTS (<i>Submit in the following order</i>)	18
5.0	BID SUBMITTAL FORM.....	21
6.0	REFERENCES	23
7.0	CONFLICT OF INTEREST FORM	24
8.0	DRUG-FREE WORK PLACE	25
9.0	CERTIFICATION REGARDING DEBARMENT	26
10.0	CERTIFICATION REGARDING DEBARMENT (SUB)	27
11.0	CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS	28
12.0	CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS	29
13.0	NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION	30
14.0	PROOF OF EXEMPTION.....	31
15.0	CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	32
16.0	HOLD HARMLESS AGREEMENT	33

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish
Laboratory Analysis and Sampling for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The County of Volusia is soliciting bids for the provision of field sampling and laboratory analysis for the Solid Waste Division and the Utilities Division, as required by the State of Florida.

1.1 Overview

- A. Requested sample tests shall include, but not be limited to, ground water, surface water, landfill leachate, industrial wastewater, industrial sludge, soils, sediments, drinking water and domestic wastewater.
- B. Bidders shall submit prices for field sampling and laboratory analysis for both Solid Waste and Utilities. Site locations and the number of locations to be sampled are included in Sections 1.4 and 1.5.
- C. The Contractor shall waive sampling fees for tests and test results that are not completed within the specified timeframe or if re-sampling is required due to vendor error.
- D. The Contractor providing courier transportation of samples shall comply with the designated sample hold for the requested analysis.
- E. The Contractor shall coordinate and schedule all sampling, collection and analysis with the County Project Manager for each site.
- F. Sample quantities listed elsewhere in this ITB are estimates only and in no way guarantee future expenditures by the County of Volusia.
- G. The Contractor shall have the capability to provide sample collection and limited analysis seven (7) days a week on an emergency basis.
- H. The Contractor shall not bill the County an hourly rate for any travel time. Billing shall begin when the vendor arrives at a County site and shall end when a vendor leaves a County site.
- I. Any subcontractors used in the performance of this contract shall meet all of the requirements of this ITB and shall be preapproved by the County Project Manager at least 30 days prior to scheduled service.
- J. The Contractor shall provide courier services for sample pickup at the Volusia County Utilities and Solid Waste sites listed below.

Site #1 Southwest Regional Wasterwater Reclamation Facility
800 DeBary Plantation Boulevard DeBary, Florida

Site #2 Deltona North Water Wasterwater Reclamation Facility

290 Wolf Pack Run Deltona, Florida

Site #3	Southeast Water Reclamation Facility 325 Beacon Light Road Oak Hill, Florida
Site #4	Halifax Plantation Water Treatment Facility 3401 Utility Drive, Ormond Beach, Florida
Site #5	Tomoka Landfill 1990 Tomoka Farms Road, Daytona Beach, Florida
Site #6	West Volusia Transfer Station 3151 E. State Road 44, DeLand, Florida
Site #7	Glen Abby Water Treatment Facility 880 Signature Drive, Orange City, Florida

1.2 Contractor Qualifications

- A. The Contractor shall be certified by the State of Florida's Department of Health to perform all certification-required laboratory tests to include but not limited to metals, nutrients demands, organic extractables, general parameters I & II, microbiology, pesticides/herbicides/PCBs, purgeable organics, EPA 40 CFR Part 258 Appendix I & II, and basis environmental laboratory. The Contractor must be able to perform 90% of the chemical analysis and 100% of the bacteriological analysis on site. No subcontracting of any short holding time analysis (all samples with ≤ 48 hour hold times), excluding asbestos, will be permitted under this contract. The County Project Manager may allow for some special circumstances, which must be approved prior.
- B. The Contractor shall be certified, licensed, and meet all state and local government requirements to provide all the requested services and tests specified within the context of this bid. The Contractor shall have current National Environmental Laboratory Accreditation Program (NELAP) certification.
- C. The Contractor shall possess the capacity and capability to perform emergency sampling within one (1) hour from request by the County Project Manager or the County's consultant. Any subcontracting must be approved prior.
- D. The Contractor shall have achieved an overall acceptable score averaging at least 90% on the last two years Performance Evaluation (PE) study. **Vendor must also have achieved a "Satisfactory" rating for FDEP's Performance Audit Inspection in accordance with F.A.C. Rule 62-160.650, Quality Assurance Chapter.** Any successful participation in official proficiency evaluation programs or inter-laboratory studies will also be considered (i.e. EPA-ICR, USGS, other State Certifications, DMR, etc). Submittal of proficiency results shall be required.
- E. The Contractor shall be capable of performing bacteriological testing within sufficient time of sample pick-up to ensure analysis are performed within specified sample hold times. Cost of re-sampling and re-testing for any missed holding times shall be at the Contractor's expense.

- F. The Contractor shall possess the technical expertise to conduct certified lab studies and support/represent the County in legal and/or regulatory proceedings regarding technical issues for landfills, water & wastewater treatment facilities, at the County's request at an hourly rate for legal proceedings (this is for vendor laboratory representation if it becomes legal issue).
- G. The Contractor shall have a minimum of five years experience performing sampling and testing services for landfills and for water and wastewater treatment facilities. The Contractor's Project Manager assigned to this contract shall have a minimal of two years experience in laboratory project management. A resume of the Contractor's Project Manager shall be provided to verify this work experience.
- H. The Contractor must employ a full time Quality Control Officer to ensure all NELAP requirements are being met.
- I. The Contractor shall provide copies of the most recent NELAP and State inspections of any facility intended to be utilized for the services outlined in this ITB. The findings of these inspections will be evaluated as a part of this ITB selection process, i.e. the number of findings, severity of findings, and repeat findings.
- J. The Contractor shall demonstrate the ability to perform the services outlined in the ITB by providing three (3) references each for Solid Waste and Water Utilities. Laboratories found to be non-compliant with Volusia County's agreements in the past ten (10) years will not be considered for this ITB.
- K. For sampling performed for the Volusia County Solid Waste Division, the Contractor shall have the latest FDEP-approved data management system, ADaPT, as it pertains to the Solid Waste permit and Waste Clean Up requirements. Total well depth, groundwater levels, copies of the Chain of Custody (COC), Field Sampling Logs, and Field Calibration Logs shall all be provided along with all the analytical results.
- L. The Contractor shall have a web base data handling/reporting system which will allow the County to access analytical reports on an as-needed basis. Said web based system shall provide for multiple users.

1.3 Sample Collection and Analysis

The following specifications shall apply to the Solid Waste Division, but may also apply to the Utilities Division.

- A. The Contractor shall be responsible for field collection of the samples and providing all necessary equipment including pumps, monitoring equipment, sample bottles/kits, and personal protective equipment. Said equipment shall be properly maintained, serviced, and calibrated, as required by governing authorities. When field sampling is done by County personnel, the Contractor shall be responsible for providing sample bottles/kits, including coolers, within 24 hours.
- B. The Contractor shall be capable of performing field testing sampling collection and preservation in accordance with the following:

- Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) for Field Activities 001/01 including labeling of sample containers and completing the COC, Field Sampling Logs, and Field Calibration Logs.
 - Chapter 62-160 Florida Administrative Code (FAC).
 - Approved methods as published by FDEP or Standard Methods, ASTM, or EPA Methods.
- C. The Contractor's Detection Limits shall meet groundwater classification GII Class IIIF surface water standards (62-302.530).
- D. All reporting shall be completed within twenty-one (21) days after collection event in accordance with all State deadlines.
- a. A twenty percent (20%) reduction in fees shall be given for late submission of reports, plus an extra thirty (30) days will be added to payment terms.
 - b. Reports returned to the Contractor due to error(s) or discrepancies by the Contractor shall be assessed an additional ten percent (10%) reduction in fees.
- E. No minimum charges shall be expressed to, or accepted by, the County.
- F. The Contractor shall perform all testing and services in a professional manner and at the date and time specified by the County Project Manager.
- G. The Contractor's personnel shall work closely with County Project Managers and field personnel at all times during time of agreement.
- H. The Contractor shall be responsible for notifying FDEP fourteen (14) days prior to sampling events when required by County permit.
- I. Collection of groundwater and surface water elevation data must be collected within one-day period and measured to the nearest 0.01 foot then converted to NGVD.

1.4 Solid Waste Division Semi Annual Groundwater Parameters

The following is the **estimated** minimum number of field sampling requirements needed by the Volusia County Solid Waste Division at this time. Frequency, number of sample locations, and number of events are subject to change according to regulation and permit requirements.

Event	Number of Wells/Sites	Time of Year
Tomoka Semi-Annual Groundwater	54	May & November
Tomoka Semi-Annual Surface Water	7	May & November

Tomoka B5/B37 and B5 Remediation	34	March & September
Tomoka NPDES Sampling *	2	Monthly on an as needed basis
Plymouth Semi-Annual	24	June & December
Leachate Pretreatment Plant Effluent	1	Monthly, quarterly, and semi-annual
Sprayfield	9	Semi-annual

*respond within two business days of request.

Each event shall require the normal field parameters such as total well depth, water elevation, temperature, dissolved oxygen, pH, specific conductance, and turbidity plus permit required parameters along with required analytical. Specific analytical parameters for each event will be provided once bid is awarded.

1.5 Laboratory Analyses and Sampling for Volusia County Utilities Operations

Volusia County Water Resources and Utilities requests pricing to perform sampling/testing of forty-six ground water monitoring wells. The ground water table below identifies the sampling events and **estimated** number of parameters required for testing.

Location/Event	Number of Wells/Sites	Time of Year
Deltona North WWTP/Groundwater	7 wells	Quarterly
Southwest Regional WWTP/Groundwater	21 wells	Quarterly
Southeast Regional WWTP/Groundwater	6 wells	Quarterly
Halifax Plantation WWTP/Groundwater	4 wells	Quarterly
Hope of Seville WWTP/Groundwater	1 well	Bi-Annual
Spruce Creek WTP/Groundwater	5 wells	Quarterly

Ground Water Parameters	Number of Events per year
Nitrate	160
TDS	180
Chloride	200
Fecal Coliform	180
pH	200
Sodium	120
Sulfate	84
Turbidity	200
Fluoride	20
Manganese	20
Nitrite	28

Bis(2-ethylhexyl)phlate (BEPH)	28
--------------------------------	----

Volusia County Water Resources and Utilities will provide sample collection for parameters identified in the wastewater, drinking water and ground water tables below.

The **estimated** annual wastewater testing requirements are listed in the table below.

WASTEWATER:	Number of Events per year
CBOD 5	400
Fecal Coliform, MF	1145
Nitrate	200
TKN: Kjeldahl N, Total	1
Sludge analysis, 503.18	4
TSS	1260
TRPH	12
Giardia and Cryptosporidium	4 (in a five year period)
Primary & Secondary Potable Water Chemical Analysis (Reuse Requirement)	5 (in a five year period)

The **estimated** triennial drinking water testing requirements are listed in the table below.

DRINKING WATER:	Number of Events/3-year cycle
Unregulated Group List One	4
Asbestos	11
Inorganic Analysis	10
Lead & Copper	1,220
Nitrate	50
Nitrite	50
DRINKING WATER (cont):	Number of Events/3-year cycle
Ortho-phosphates	10
Pesticides and PCB's	10
Radiochemical Analysis: Gross Alpha including Uranium	10
Radiochemical Analysis: Radium 228 + Radium 226	10
Secondary Chemical Analysis	10
Total Coliform	4,300
Trihalomethane Analysis	93
Total Haloacetic Acids Analysis	93
Volatile Organic Analysis	10
Chloride	160
Sulfate	45
Calcium	45

Magnesium	45
Sodium	45
Potassium	45
Total Iron	45
Total Hardness	45
TDS	160
Specific Conductance	57
pH	45
Total Alkalinity	38
Turbidity	11
Ammonia	60
Total Nitrogen	60
Fluoride	60
Manganese	12
Boron	12
Total Sulfide	24
Total Organics	45
Dioxin	12

Other sampling and laboratory work shall be on an as needed basis to satisfy National Pollutant Discharge Eliminations System (NPDES) Permit and other regulatory requirements.

1.6 Exhibits

A. Exhibit I General Conditions

B. Exhibit II Insurance

1.7 Attachments

A. Attachment A – Pricing

B. Attachment B – Pricing – All Tests – not used for comparison purposes

C. Attachment C – Lab 2019 – List of test for informational use only

2.0 SPECIAL CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m.,

EST, on Tuesday, December 10, 2019. Bids received after this time will not be considered.

2.2 Proposed Schedule

11/4/2019 Invitation to Bid Available
11/18/2019 Pre-bid Conference
11/27/2019 Last Day to Receive Written Questions
12/10/2019 Bid Closing Date

2.3 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Lacey Lassiter, Procurement Analyst
Telephone: 386-822-5772
Fax: 386-736-5972
E-mail: LLassiter@volusia.org

2.4 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.5 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **“Bid #20-B-15LL, Laboratory Analysis and Sampling”**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.6 Pre-bid Conference

- A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 11:30 a.m., EST, Monday, November 18, 2019. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

2.7 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
 - **One (1)** hard copy(ies) marked "COPY"
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
1. Total Cost (Per Attachment A);
 2. Delivery;
 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 4. All technical specifications associated with this Bid;
 5. Resume of Project Manager
 6. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
 7. Inspection reports from different governing bodies as specified in section 1.2D.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.9 Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.10 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.11 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.12 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages and fuel. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages and fuel. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Professional and related occupations under the heading Private Industry workers. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.
- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor’s employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers’ Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.
1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers’ Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

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

E. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

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

Current applicable PPI	=		\$200.50
Base index PPI	=		- \$179.20
PPI increase dollars	=		\$21.30

PPI increase percentage ($\$21.30 \div \$179.20 = .1189$).....11.9%

Unit cost of the service is.....	\$100.00
30% of \$100.00 is directly attributed to the redetermination category....	\$30.00
$\$30.00 \times 11.9\%$	= \$3.57
New unit price for the product/service is ($\$100 + \3.57)	\$103.57

F. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.13 Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
 - 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 - 2. Inform County of the extent to which performance is completed;
 - 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County; and,
 - 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section 2.10 - Payment Terms and this Section 2.13 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.13- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.

- G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.14 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

Turnkey Solution: A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

4.0 SUBMITTAL REQUIREMENTS (*Submit in the following order*)

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ☐ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- ☐ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.7)

- ☐ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.

- ☐ **Completed Bid Submittal Form** (use attached form Section 5.0).

- ☐ **References** - List at least three (3) recent references where the proposed services has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

- ☐ **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

- ☐ **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ☐ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

- ☐ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- ☐ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.
- ☐ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- ☐ **Drug-Free Work Place form** (use attached form Section 8.0).
- ☐ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).
- ☐ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).
- ☐ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)
- ☐ Copy of Current NELAP Certification
- ☐ Last two years of Performance Evaluations studies showing 90% average as per section 1.2D
- ☐ FDEP Performance Audit Inspections showing "Satisfactory"
- ☐ Resume of Project Manager as per section 1.2G
- ☐ State and NELAP inspections as per section 1.2I

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

5.0 BID SUBMITTAL FORM

_____, 20xx

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
_____ has carefully examined the specifications to furnish Laboratory
Analysis **and Sampling**, for which Bid Submittals were advertised to be received **no later than**
3:00 p.m., EST, on Tuesday, December 10, 2019, and further declares that the firm will furnish
the Laboratory Analysis **and Sampling** according to specifications.

Complete Attachment A and B
(Open Attachment A and B from website, perform "file save as" and save spreadsheet to
your computer. Fill in pricing, preferably electronically.)

Include Attachment, in excel format, on CD/USB drive with the rest of your submittal documents.

The County reserves the right to negotiate with the awarded vendor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ **Yes** ☐ **No** **Total number employees** _____

The following information is required in order to be granted a price redetermination.

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

Which does the firm use: ☐ **Diesel fuel** or ☐ **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly**
attributed to the cost of wages? _____%

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ **YES** ☐ **NO**

Do you offer a discount for electronic funds transfer (EFT)? ☐ **YES, _____ %** ☐ **NO**

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and
to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-15LL, "**Laboratory Analysis and Sampling**", including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the
(title) _____ and the duly authorized representative of
the firm of *(Firm Name)* _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR**

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS**

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster, Agent,
or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____

(Authorized Signature)

Title: _____

Date: _____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)

Employee 1: _____ (print name) _____ (signature)

Employee 2: _____ (print name) _____ (signature)

Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)



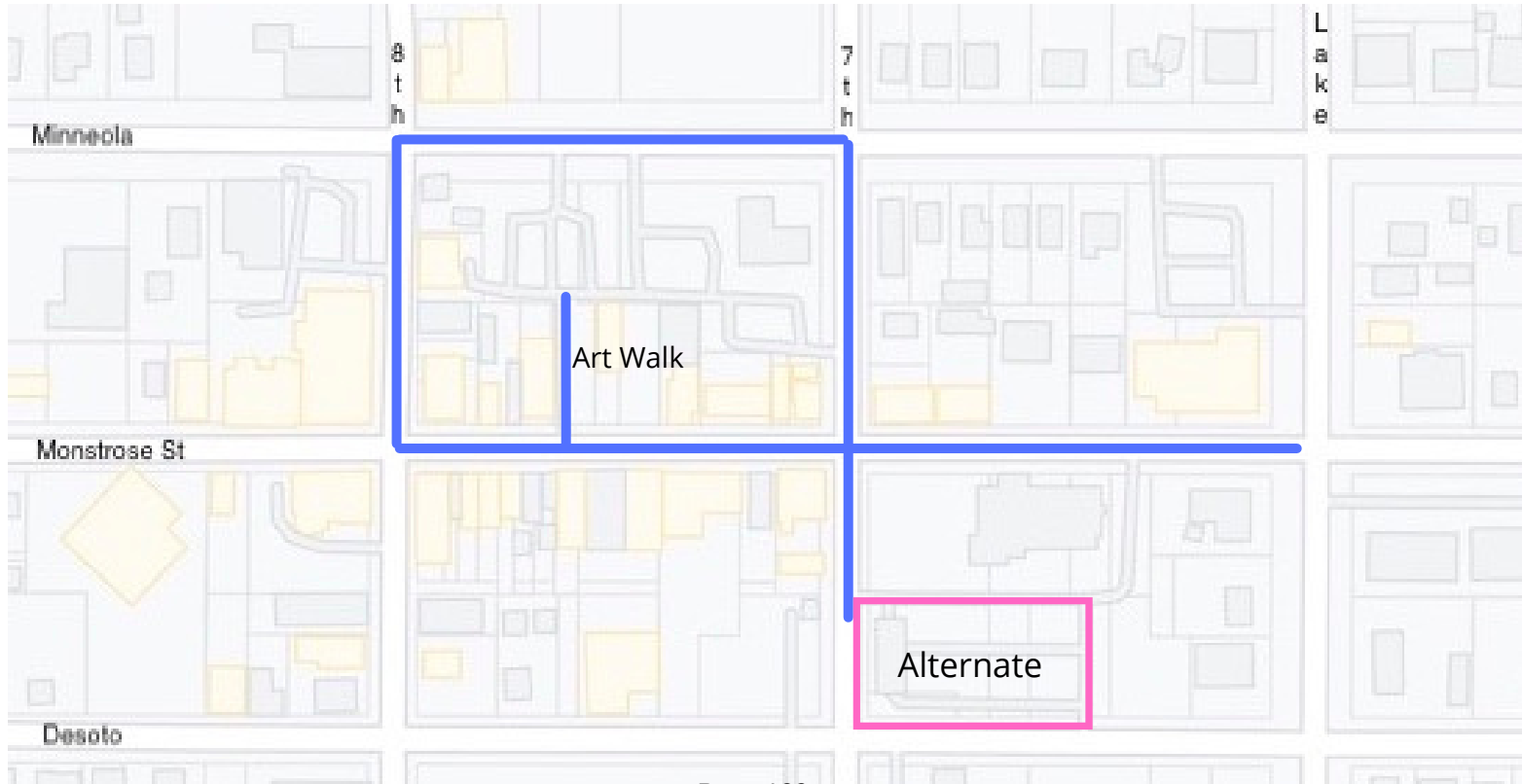
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Event and Road Closure Request <i>Mega Food Truck</i>		
Requested Action		
Recommend to approve the Mega Food Truck Rally to be held in Downtown Clermont along with road closures June 25, 2022, from 1:00 PM to 11:00 PM.		
Staff Report		
The Main Street Clermont organization is requesting to host the Mega Food Truck Event in Downtown Clermont on Saturday, June 25, 2022, from 4:00 PM to 9:00 PM. The organization is requesting to close off roads starting at 1:00 PM until 11:00 PM. They are requesting a large footprint in order to accommodate for changes due to the construction of Streetscape Phase 3: -Montrose Street between Lake Avenue and 8th Street -7th Street between Montrose Street and Minneola Avenue -8th Street between Montrose Street and Minneola Avenue -Minneola Avenue between 7th Street and 8th Street -Use of City Hall Parking Lot and Park -Use of the Art Walk Main Street has agreed to update staff and Council on the exact footprint of the event as it gets closer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Mega Food Truck Map 2022	Mega Food Truck Map 2022.pdf	

Mega Food Truck June 25, 2022 4pm-9pm





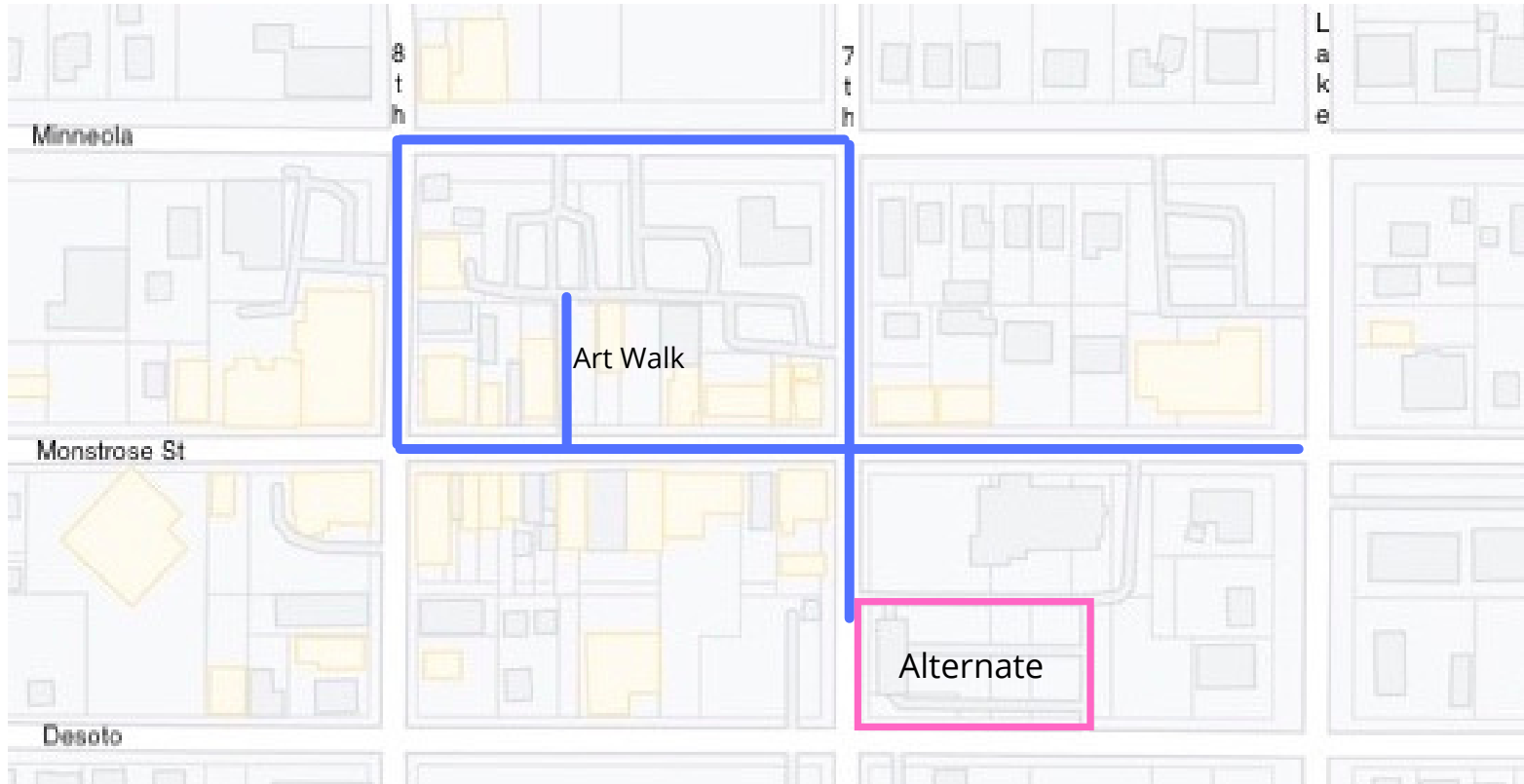
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Events and Road Closure Request <i>Harvest Festival</i>		
Requested Action		
Recommend to approve the Harvest Festival event with road closures on October 8, 2022, from 10:00 AM to 4:00 PM.		
Staff Report		
The Main Street Clermont organization is requesting to host the Harvest Festival event in Downtown Clermont on Saturday, October 8, 2022, from 10:00 AM to 4:00 PM. The organization is requesting to close off roads starting at 7:00 AM until 6:00 PM. They are requesting a large footprint in order to accommodate for changes due to the construction of Streetscape Phase 3: -Montrose Street between Lake Avenue and 8th Street -7th Street between Montrose Street and Minneola Avenue -8th Street between Montrose Street and Minneola Avenue -Minneola Avenue between 7th Street and 8th Street -Use of City Hall Parking Lot and Park -Use of the Art Walk Main Street has agreed to update staff and Council on the exact footprint of the event as it gets closer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Harvest Festival Map	Harvest Festival Map.pdf	

Harvest Festival October 8, 2022 10pm-4pm





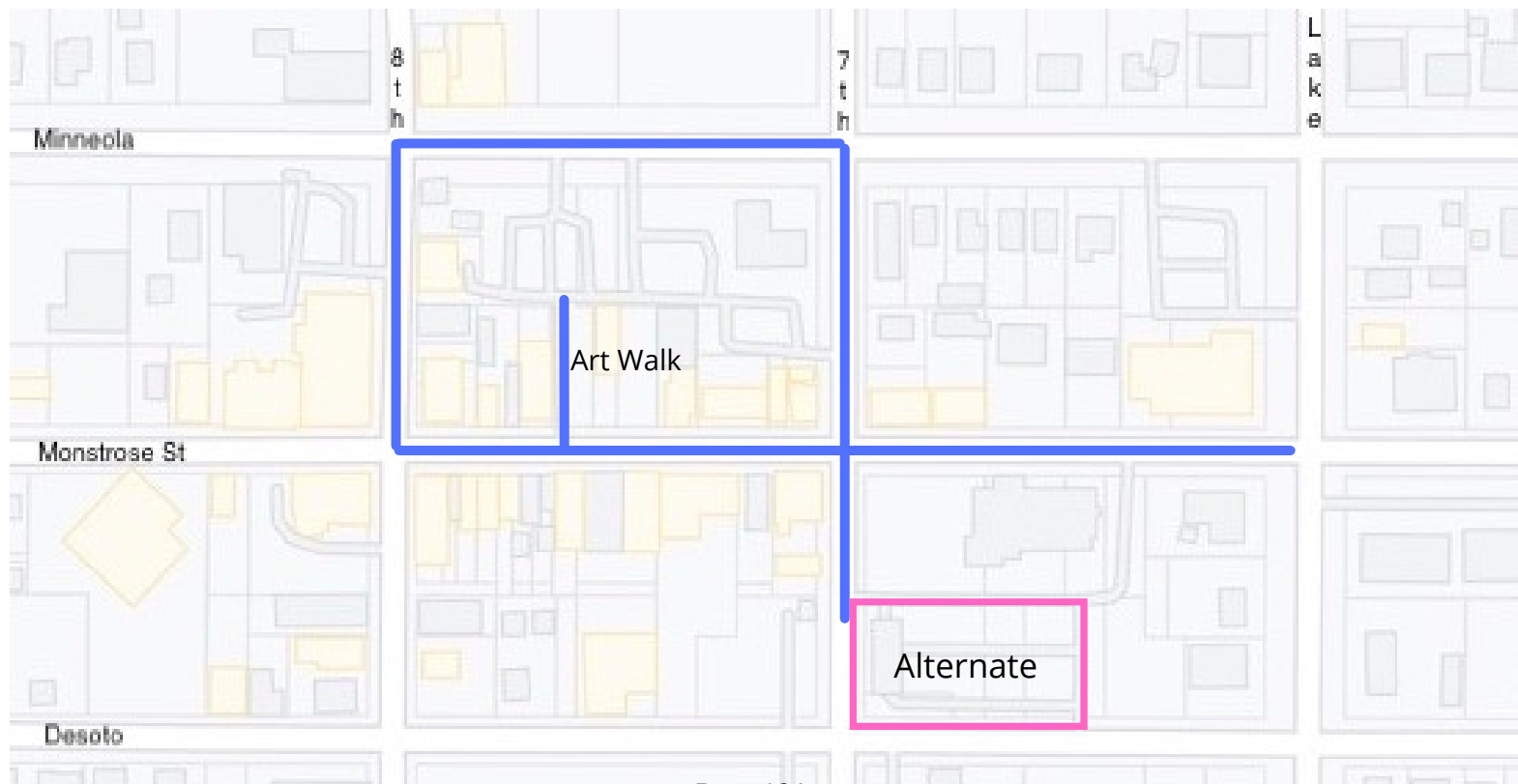
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Event and Road Closure Request <i>Candy Cane Lane</i>		
Requested Action		
Recommend to approve the Candy Cane Lane event with road closures on November 12, 2022, from 7:00 AM to 6:00 PM.		
Staff Report		
The Main Street Clermont organization is requesting to host the Candy Cane Lane event in Downtown Clermont on Saturday, November 12, 2022, from 10:00 AM to 4:00 PM. The organization is requesting to close off roads starting at 7:00 AM until 6:00 PM. They are requesting a large footprint in order to accommodate for changes due to the construction of Streetscape Phase 3: -Montrose Street between Lake Avenue and 8th Street -7th Street between Montrose Street and Minneola Avenue -8th Street between Montrose Street and Minneola Avenue -Minneola Avenue between 7th Street and 8th Street -Use of City Hall Parking Lot and Park -Use of the Art Walk Main Street has agreed to update staff and Council on the exact footprint of the event as it gets closer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Candy Cane Lane Map	Candy Cane Lane Map.pdf	

Candy Cane Lane November 12, 2022 10pm-4pm





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, May 10, 2022	
Agenda Item Name	
Ordinance No. 2022-014 <i>Final</i> <i>Cityside Townhomes</i>	
Requested Action	
Recommend approval of Ordinance No. 2022-014.	
Staff Report	
The applicant, Cecelia Bonifay of Akerman, is requesting a rezoning to a Planned Unit Development (PUD) to construct sixty-eight (68) single-family attached townhomes on an 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 that 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 of specific conditions. The applicant has provided an updated conceptual site plan, prepared by Stringfellow Planning & Design, dated April 14, 2022. The updated conceptual site plan clarifies the alleyway and driveway separation distances of the alley loaded townhomes. 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, 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-stories 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 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 and the traffic study review by the City's consultant indicated that the project would have minimal impact on the intersections and roadways within the study area. 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. The Planning and Zoning Commission did not provide a recommendation since a motion to deny was made and the final vote was 3-3.

At the Planning and Zoning Commission meeting, concerns regarding traffic, specifically at the intersection of Bloxam and Almond, and fire access via the alleyway were discussed. The City received comments on April 8, 2022 from our traffic engineer that the project is expected to have minimal impact on the intersections and roadways within the study area, which includes the Bloxam and Almond intersections. The City's Fire Marshall reviewed the conceptual plan and indicated that fire access would not be done through the proposed alleyway and would be on the roads in front of the townhomes.

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 (04.20.2022)	Ord 2022-014 Cityside Townhomes REZ (04.20.2022).pdf
2.	Cityside Maps	Cityside Maps.pdf
3.	CitysidePUD.04.14.2022 Updated	CitysidePUD.04.14.2022 Updated.pdf
4.	Staff Analysis Cityside V2	Staff Analysis Cityside V2.pdf
5.	TIA Cityside Summary	TIA Cityside Summary.pdf
6.	US 27 Townhomes TIA Review Memo_Second Submittal	US 27 Townhomes TIA Review Memo_Second Submittal.pdf
7.	GarageSchematic	GarageSchematic.pdf
8.	Cover letter for Rezoning Application	Cover letter for Rezoning Application.PDF
9.	Rezoning-Application-2020	Rezoning-Application-2020.PDF
10.	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 04-14-2022. 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. 2022-014

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 10th 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

EXHIBIT B
Elevations:

CONCEPTUAL TOWNHOME ELEVATION



STRINGFELLOW
PLANNING & DESIGN

April 14, 2022

CLERMONT, FLORIDA | Cityside Townhomes

P | 05

CONCEPTUAL TOWNHOME ELEVATION



STRINGFELLOW
PLANNING & DESIGN

April 14, 2022

CLERMONT, FLORIDA | Cityside Townhomes

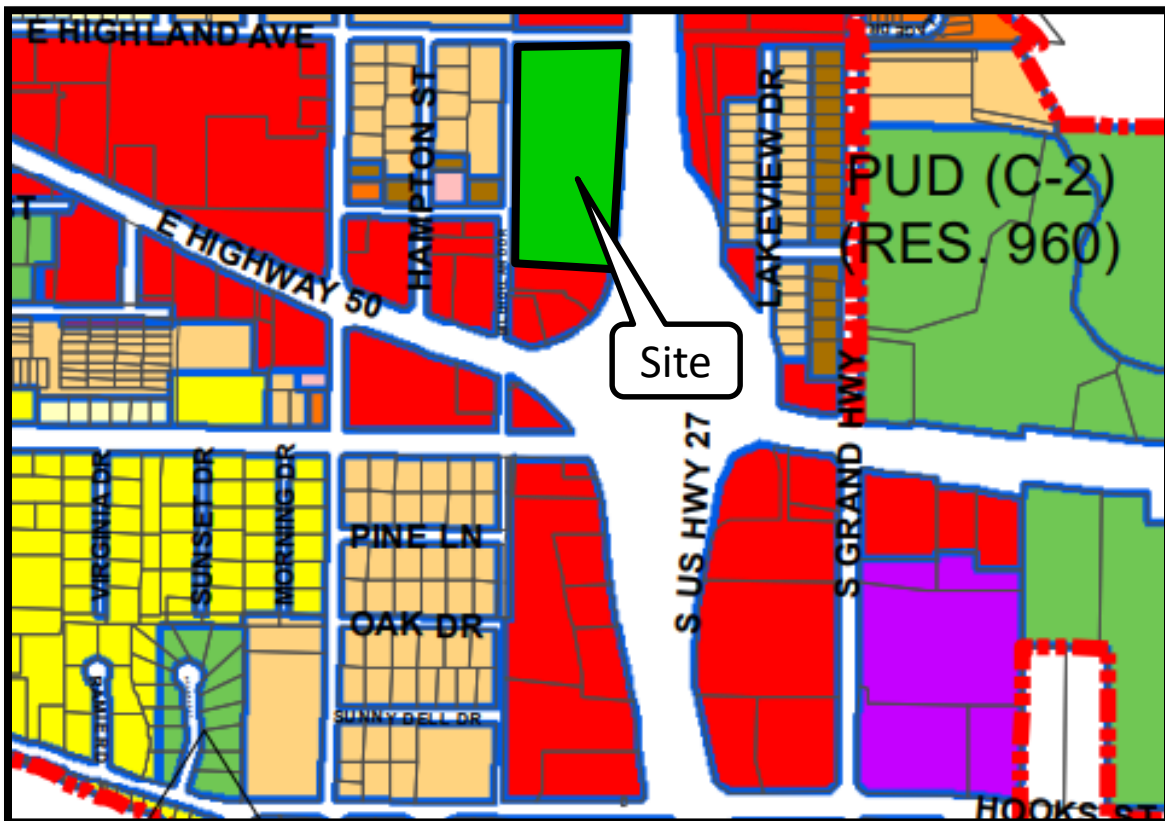
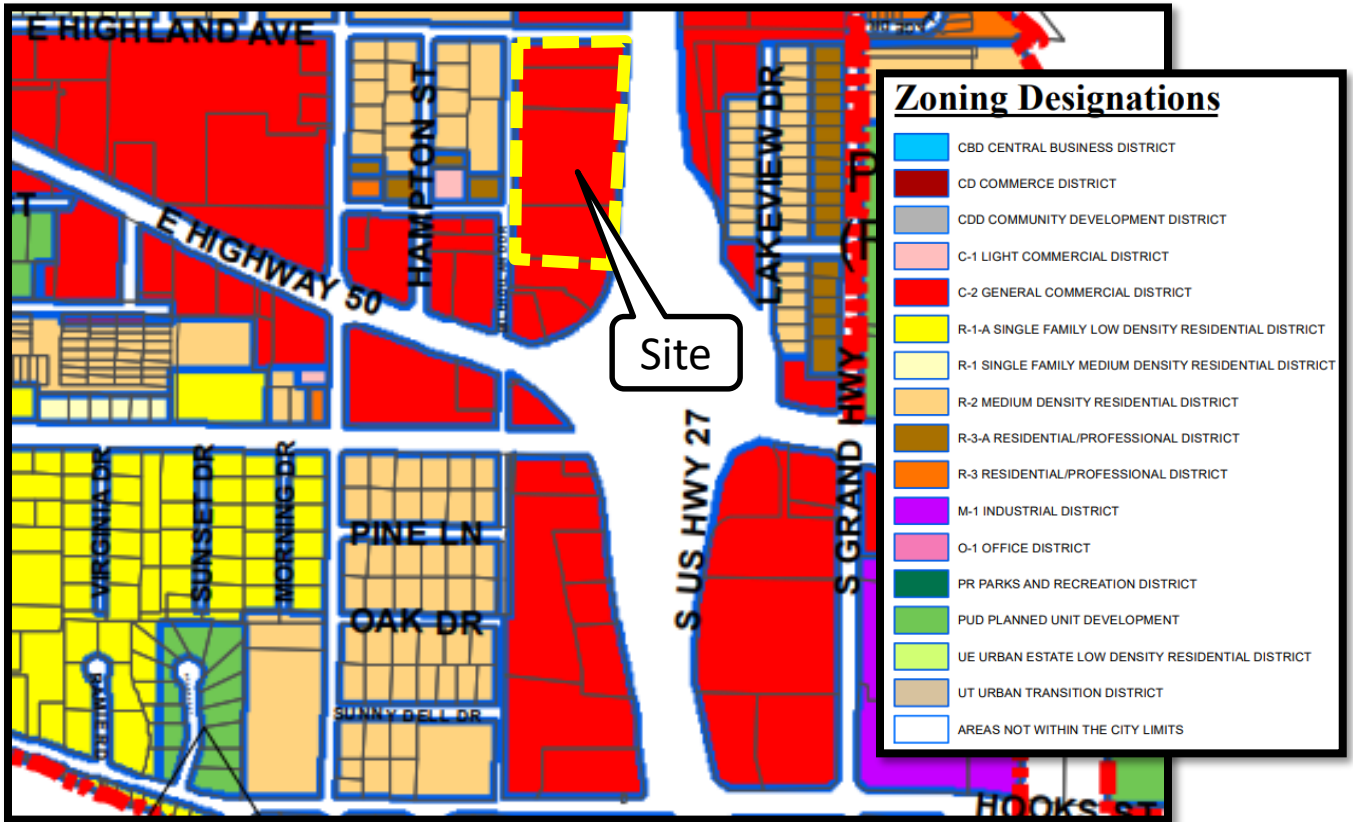
P | 07

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.

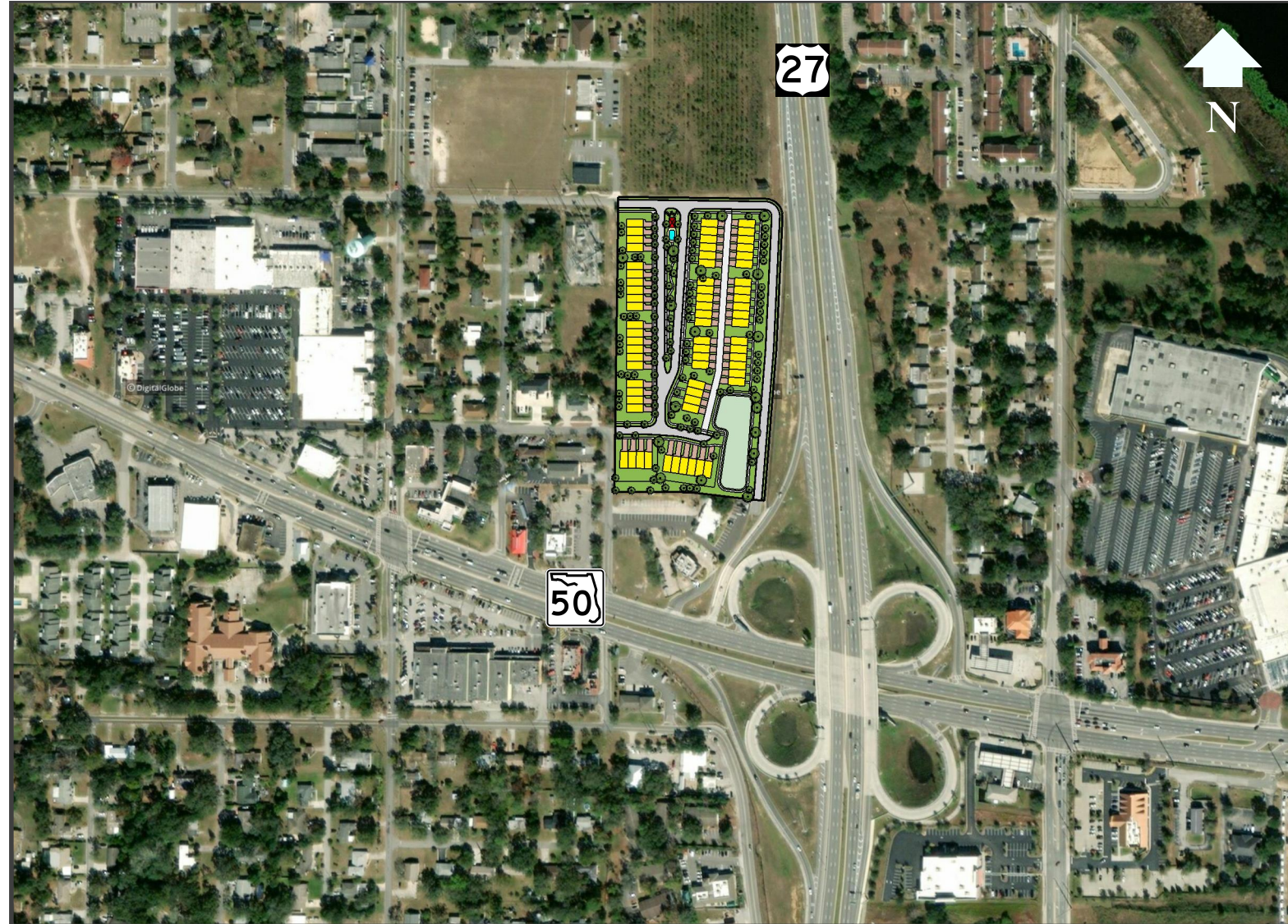
Proposed Phasing: One phase, not applicable.

Acreage & Density:

Net Acreage: +/- 8.45 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 2400 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.

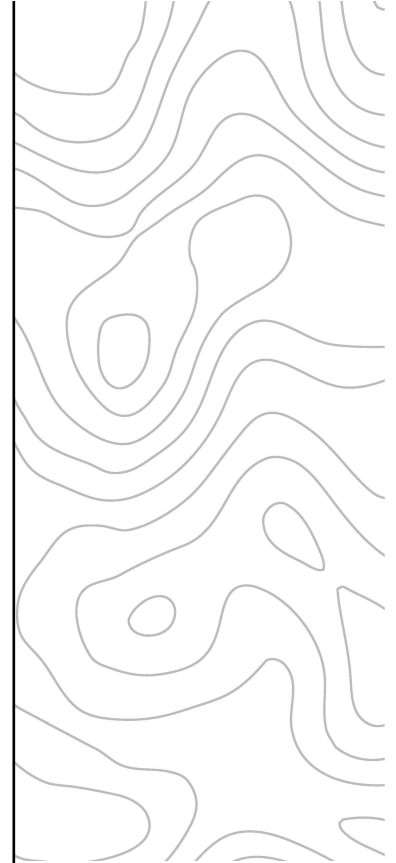


Situated south of Highland Avenue and the end of Almond Avenue, the Cityside Townhomes project is an infill residential development proposing 68 townhome units on +/- 8.05 Acres. Current future land use allows up to 12 DU/AC or 96 units. When assessing the compatibility of infill residential development, 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

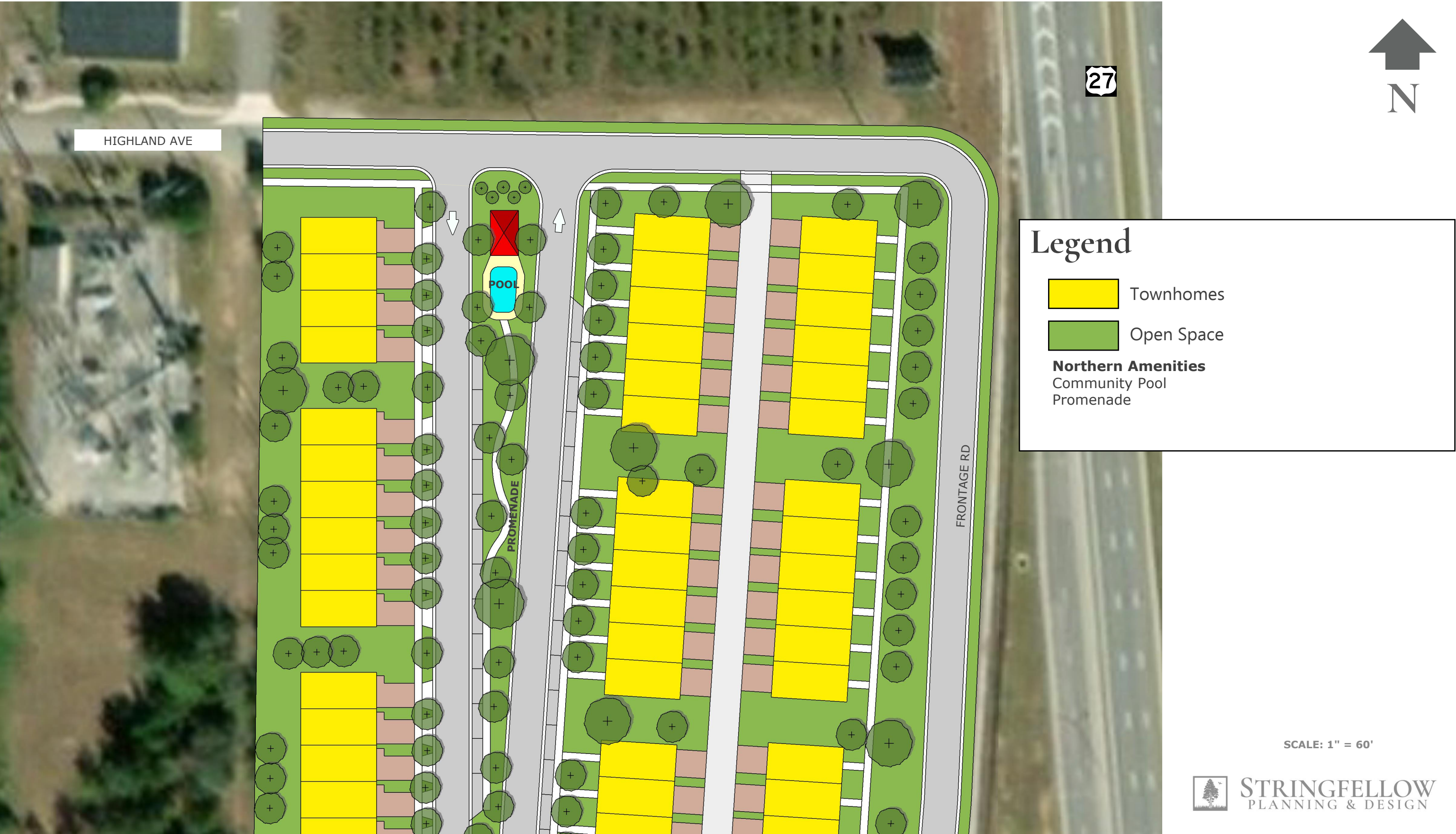


STRINGFELLOW
PLANNING & DESIGN

CITYSIDE TOWNHOMES



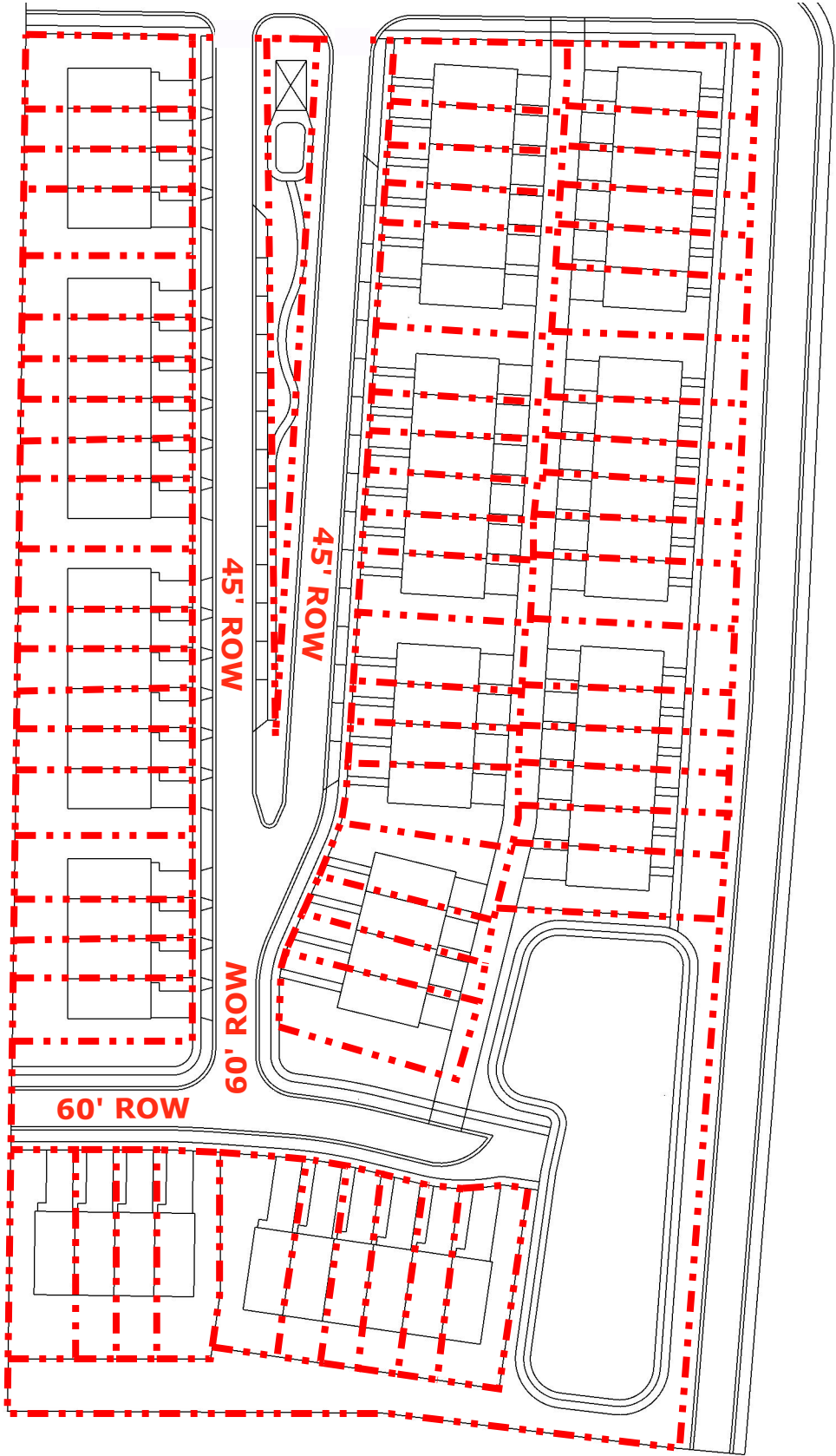
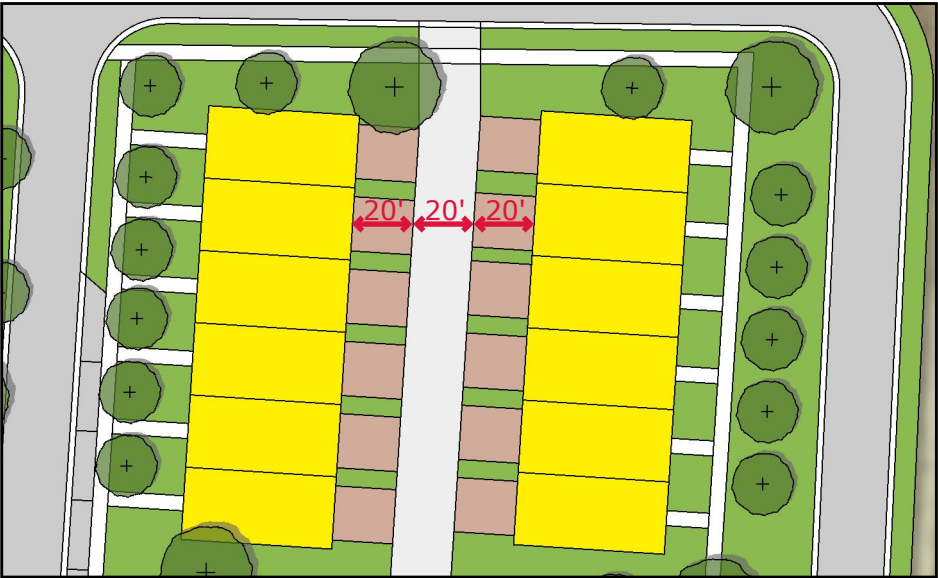
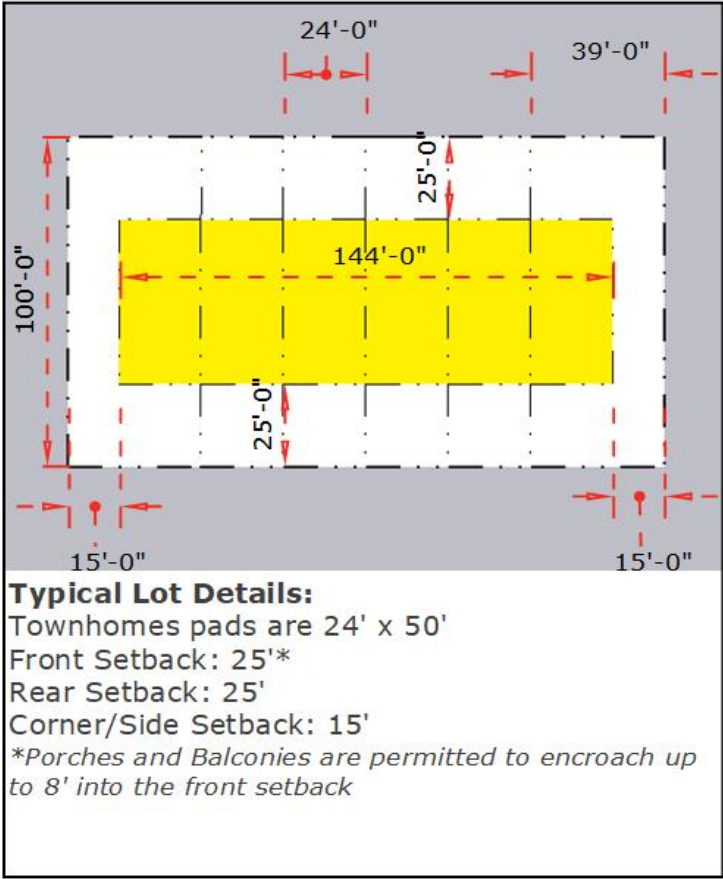
CITYSIDE TOWNHOMES NORTH



CITYSIDE TOWNHOMES SOUTH



CITYSIDE TOWNHOMES DIMENSIONS



 Conceptual Lot Lines



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.

TOWNHOMES – HIGHWAY 27

Project № 21219, v1.1

March 2022

**TRAFFIC IMPACT ANALYSIS
CITY OF CLERMONT
FLORIDA**

Prepared by:



Traffic & Mobility Consultants

3101 Maguire Boulevard, Suite 265

Orlando, Florida 32803

www.trafficmobility.com

(407) 531-5332

Prepared for:

Clermont Gateway Investments LLC

1312 Bowman Street

Clermont, Florida 34711

EXECUTIVE SUMMARY

Project Information

Name: Townhomes - Highway 27
Location: South of Highland Avenue Drive and west of Highway 27
Jurisdiction: Clermont, Florida
Description: 68 Townhomes

Findings

Trip Generation: 468 Daily Trips / 30 AM Peak Hour / 37 PM Peak Hour
Access Plan: One (1) full access driveway on Almond Street and two (2) full access driveways on Highland Avenue
Roadway Capacity: The study roadway segments operate with an adequate LOS under the existing and projected conditions.
Intersection Capacity: All study intersections are projected to operate at overall acceptable LOS under existing and projected conditions.

MEMORANDUM

Date: April 8, 2022

Project #: 24449.14

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP

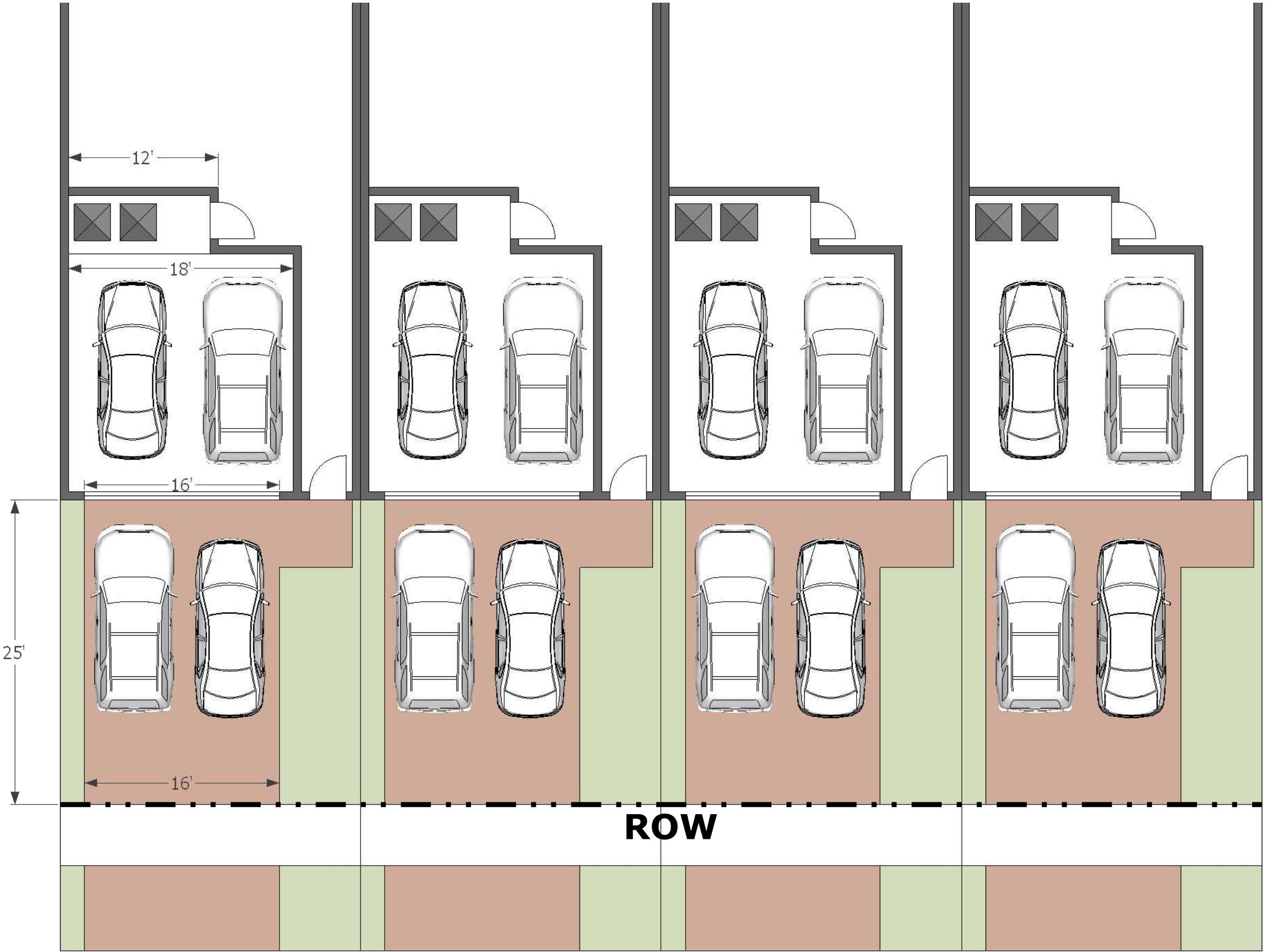
Project: US 27 Townhomes

Subject: Traffic Impact Study Second Submittal - Review

This memorandum has been prepared to document the review of the second submittal of the US 27 Townhomes Traffic Impact Analysis. The TIA was completed by TMC and is dated March 2022. The project proposes to build a townhome development with 68 housing units in Clermont, FL. The project is to be completed by 2023.

Based on the revised analysis, we are in agreement with the analysis and results. The project is expected to have minimal impact on the intersections and roadways in the study area and the volumes are low enough to not require turn lanes.

Garage Sample Schematic with 96 Gallon Receptacles





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,

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, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-018 <i>Final Wellness Ridge</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-018.		
Staff Report		
The City received a petition to establish a Community Development District (CDD) from Lennar Homes, LLC, on April 9, 2022. The property is located within the City of Clermont and consists of approximately 574 acres of land for the residential portion. The project, South Lake Crossings, received Council approval for annexation, comprehensive plan amendment and a PUD rezoning on November 19, 2019. The project will consist of up to 1,850 residential dwelling units. Lennar is moving forward with getting the infrastructure in place to support the development, such as water, sewer, roads, stormwater, and roadway lighting.  In order to assist with these costs, the developer is seeking a Community Development District designation over the project area. The developer has proposed to establish the Wellness Ridge Community Development District to plan, finance, acquire, construct, operate and maintain infrastructure, community facilities, and road operation and maintenance, which may be authorized by such districts under Florida law including but not limited to Chapter 190, Florida Statutes. Staff recommends approval of Ordinance No. 2022-018.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-018 - Establish CDD (03.25.22)	Ord 2022-018 - Establish CDD (03.25.22).pdf	
2. Petition to Establish (v11) (04.19.22) .pdf - REVISED	Petition to Establish (v11) (04.19.22) .pdf - REVISED .pdf	
3. Revised Legal Ad Proof Wellness Ridge 4-4-2022	Revised Legal Ad Proof Wellness Ridge 4-4-2022.PDF	
4. Proof (04.12.22 Run 1 of 4)	Proof (04.12.22 Run 1 of 4) .pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS WELLNESS RIDGE AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES (2001 AND HEREAFTER); ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Clermont, Florida received on March 9, 2022 a petition (the “Petition”) for Establishment of a Community Development District of less than 2,500 acres located entirely within the municipal boundaries of the City of Clermont, hereinafter the “District”, as provided pursuant to Chapter 190, Florida Statutes, from Lennar Homes, LLC (the “Petitioner”); and

WHEREAS, it has been determined that the Petition contains the requisite information as mandated by Section 190.005(2), Florida Statutes, and Section 190.005(1)(a), Florida Statutes; and

WHEREAS, the Petitioner has obtained the written consent to the establishment of the District by the owners of 100% of the real property described in Exhibit A, attached hereto and collectively referred to as Wellness Ridge Community Development District; and

WHEREAS, the decision of the City Council to establish the District is a quasi-legislative decision authorized by Chapter 190, Florida Statutes, and the City of Clermont’s home rule authority and Article VIII of the Florida Constitution; and

WHEREAS, the City of Clermont has reviewed factors as required by Chapter 190, Florida Statutes, and will consider such factors prior to the final adoption of the subject ordinance, and upon such review has determined that the establishment of the District is in the best interest of the City of Clermont, for the orderly growth of the City of Clermont in an efficient manner for their existing and future health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont in lawful session assembled, as follows:



CITY OF CLERMONT
ORDINANCE NO. 2022-018

SECTION 1. Findings of Fact and Considerations

The City of Clermont has reviewed the petition, and the representations, information, statements and evidence presented at the public hearing by Petitioner or on Petitioner's behalf and makes the following Findings of Fact:

- a. The statements contained within the Petition are true and correct.
- b. The Petition for and establishment of the District is not inconsistent with the State Comprehensive Plan or City's comprehensive plan.
- c. The area of land within the District is of sufficient size, sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community.
- d. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.
- e. The community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities.
- f. The area to be served by the District is amenable to separate independent special-district government.

SECTION 2. Establishment of District

Based on the above findings and consideration, the City Council of the City of Clermont does hereby grant the Petition and there is hereby established the District for all purposes consistent with, and as authorized by Chapter 190, Florida Statutes, and all other applicable laws. The City does further hereby acknowledge the uniform district charter set forth in Chapter 190, Florida Statutes.

SECTION 3. Establishment of District Boundary

The external boundary for the District shall include and incorporate all property as more particularly described in Exhibit A, attached hereto and incorporated herein, all such property (574.01 acres more or less) being located entirely within the municipal boundaries of the City of Clermont. No real property within the external boundaries of the District is to be excluded.

SECTION 4. Appointment of Initial Board of Supervisors

The City Council of the City of Clermont does hereby appoint the following individuals as the initial Board of Supervisors to serve for a period not to exceed ninety (90) days after the creation of the District upon which a new Board of Supervisors will be elected as provided by law. The initial Board of Supervisors shall be:



CITY OF CLERMONT
ORDINANCE NO. 2022-018

- a. Lane Register
- b. Rob Bonin
- c. Amara Walker
- d. Adam Morgan
- e. Brent Kewley

SECTION 5. Charter; Powers

The District shall be governed by the provisions of Chapter 190, Florida Statutes, as amended. The District shall have, and the District Board of Supervisors may exercise, all powers and functions granted pursuant to Sections 190.011 and 190.012(1), Florida Statutes, as amended from time to time, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies and special districts having authority with respect to any area included in the District. In addition, the City Council of the City of Clermont hereby consents to the District's Board of Supervisors exercise of all other special powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic infrastructure within, and outside of, the boundaries of the District as described under and authorized by Section 190.012(2), Florida Statutes.

SECTION 6. City Comprehensive Plan and Land Development Code

The District shall be governed by the development and construction standards of the City of Clermont Comprehensive Plan and the City of Clermont Land Development Code on its construction as if it were a developer.

SECTION 7. Severability and Repeal

All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 8. Effective Date

This Ordinance shall be published as provided by law and shall become law and shall take effect on the date of its Second Reading and Final Passage.

SECTION 9. Recording

A certified copy of the ordinance may be filed with the Clerk of the Circuit Court of Lake County, Florida, and duly recorded among the Public Records of Lake County, Florida at the Petitioner's expense.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th 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

Exhibit A

LEGAL DESCRIPTION: OVERALL PROPERTY

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 3909.85 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West continuing along the aforesaid West right of way line of Five Mile Road for a distance of 2681.30 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence departing said West right of way line run North 89°12'03" West along said South line for a distance of 2612.50 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2587.54 feet to a point 60.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 60.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 250.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non-tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°51'21" West, and a chord distance of 798.16 feet; thence run Northwesterly through a central angle of 27°37'14" along the arc of said curve for a distance of 805.94 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°51'50" West, and a chord distance of 35.03 feet; thence run Southwesterly through a central angle of 88°56'24" along the arc of said curve for a distance of 38.81 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run North 00°23'38" East along said parallel line for a distance of 143.33 feet to a point on the South

line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22 for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a nan tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non-tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.

Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple) :

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple):

The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

Parcel 130 (fee simple):

The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 25,003,704 square feet or 574.01 acres, more or less.

IN RE: AN ORDINANCE PURSUANT TO)
SECTION 190.005(2), FLORIDA STATUTES,)
TO ESTABLISH THE WELLNESS RIDGE)
COMMUNITY DEVELOPMENT DISTRICT)

<u>Name</u>	<u>Address</u>
Lane Register	6675 Westwood Boulevard, Suite 500 Orlando, Florida 32751
Rob Bonin	6675 Westwood Boulevard, Suite 500 Orlando, Florida 32751
Amara Walker	6675 Westwood Boulevard, Suite 500 Orlando, Florida 32751
Adam Morgan	6675 Westwood Boulevard, Suite 500 Orlando, Florida 32751
Brent Kewley	6675 Westwood Boulevard, Suite 500 Orlando, Florida 32751

5. Name. The name of the proposed District will be "WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT."

6. Water and Sewer Interceptors. The locations of existing major trunk water mains, storm sewer interceptors, basins and/or outfalls, wastewater force mains, and reclaimed water main improvements within or outside the boundaries of the proposed District, that are anticipated to provide service to the property within the District are shown within **Exhibit 4** attached hereto.

7. District Facilities and Services. Based upon currently available data, the proposed timetable for the construction of the District services and the estimated cost of constructing the proposed services, based on available data, is shown on **Exhibit 5** attached hereto. This is a good faith estimate but is not binding on the Petitioner and the District and is subject to change.

8. Land Uses: Other than the parcels for which construction has begun pursuant to City approvals (as noted below), the land within the proposed District is presently vacant. The real property comprising the District has received approval of its Preliminary Plan, dated March 9, 2021. The approvals provide for single family dwelling units. The current development plan for the proposed lands within the District includes approximately 1850 residential units. The authorized uses for the land included within the District are consistent with the City's Comprehensive Land Use Plan (the "City Comprehensive Plan"). In accordance with Policy 2.2.4 of the City Comprehensive Plan, all single family dwelling units will be equipped with a solar system roof feature. The Preliminary Plan, as approved by the City designates the lands within the proposed District for (i) residential use; (ii) public and private recreational uses which may include, without limitation, a clubhouse, general amenity center(s), swimming pool(s) and appurtenant facilities, sports fields/courts, community centers, multi-purpose trails and park spaces; (iii) conservation areas; and (iv) typical accessory uses related to each of these listed primary uses. The proposed future general distribution, location and extent of public and private uses within the District, which are subject to change but shall at all times remain in compliance with all applicable statutes, ordinances, approval, agreements, orders and regulations, are shown on **Exhibit 6**, attached hereto.

9. Statement of Estimated Regulatory Costs. A Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, *Florida Statutes*, is attached hereto as **Exhibit 7** and incorporated herein.

10. Powers Requested. The District is seeking and hereby requests the right to exercise all general powers provided for in Section 190.011, *Florida Statutes*, all special powers provided for in Section 190.012(1), *Florida Statutes*, and those certain special powers consented by the City which include Sections 190.012(2) (a) and (d), *Florida Statutes*, as well as Section 190.012(2) (f), *Florida Statutes*, to the extent required by the City.

11. Justification Statement. The property within the District is amenable to operating as an independent special district for the following reasons:

- a. All statements contained in this Petition are true and correct.
- b. The establishment of the District is not inconsistent with any applicable element or portions of the effective City Comprehensive Plan, as amended, or any applicable elements of the state comprehensive plan.
- c. The area of land within the District is part of a unified plan of development for which a development plan has been approved by the City as part of the Preliminary Plan. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.
- d. The community development services and facilities of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.
- e. The proposed District is the best alternative available for delivering community development services to the area to be served because the District provides governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and provides a responsible perpetual public entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure within and without the lands of the proposed District.

WHEREFORE, Petitioner respectfully requests the Council for the City of Clermont, Florida to:

1. Direct that a local public hearing be held, as required by Section 190.005(2)(b), *Florida Statutes*, to consider the establishment of the Wellness Ridge Community Development District.
2. Adopt an ordinance pursuant to Chapter 190, *Florida Statutes*, granting this Petition and establishing the Wellness Ridge Community Development District.

3. Consent to the District's exercise of the statutory powers requested herein, as those powers are set forth in Chapter 190, *Florida Statutes*: all general powers provided for in Section 190.011, *Florida Statutes*, all special powers provided for in Section 190.012(1), *Florida Statutes* and those certain special powers consented by the City which include Sections 190.012(2)(a) and (d), *Florida Statutes*, as well as Section 190.012(2)(f), *Florida Statutes*, to the extent required by the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
PETITION TO ESTABLISH THE
WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

Respectfully submitted this 9TH day of SEPTEMBER, 2021.

PETITIONER:

LENNAR HOMES, LLC

By: 
Name: MARK McDONALD
Title: AUTHORIZED AGENT

**COUNSEL FOR
PETITIONER:**

**LATHAM, LUNA, EDEN &
BEAUDINE, LLP**

By: 
Jan Albanese Carpenter, Esq.
Florida Bar No. 767158
Kristen E. Trucco, Esq.
Florida Bar No. 124545
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Telephone: 407-581-5800
jcarpenter@latham luna.com
ktrucco@latham luna.com

EXHIBIT 1

**GENERAL LOCATION OF THE PROPOSED
WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

[*ATTACHED*]



0 3000 6000



Location Map
Wellness Way CDD
City of Clermont, Florida

Exhibit 1

February 23, 2021

EXHIBIT 2

**METES AND BOUNDS LEGAL DESCRIPTION OF THE
WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

[*ATTACHED*]

LEGAL DESCRIPTION: OVERALL PROPERTY

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 3909.85 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West continuing along the aforesaid West right of way line of Five Mile Road for a distance of 2681.30 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence departing said West right of way line run North 89°12'03" West along said South line for a distance of 2612.50 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2587.54 feet to a point 60.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 60.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 250.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°51'21" West, and a chord distance of 798.16 feet; thence run Northwesterly through a central angle of 27°37'14" along the arc of said curve for a distance of 805.94 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°51'50" West, and a chord distance of 35.03 feet; thence run Southwesterly through a central angle of 88°56'24" along the arc of said curve for a distance of 38.81 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run North 00°23'38" East along said parallel line for a distance of 143.33 feet to a point on the South line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22 for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a

(Cont.)

curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a non tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.
Less and except therefrom:

Those parcels described in Official Records Book 849, Page 2162:

Parcel 122 (fee simple) :

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 2832.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 845, Page 567:

Parcel 129 (fee simple) :

The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Also less from said Section 22, that parcel described in Official Records Book 851, Page 1455:

Parcel 130 (fee simple):

The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, all in the Public Records of Lake County, Florida.

Containing 25,003,704 square feet or 574.01 acres, more or less.

COMPOSITE EXHIBIT 3

**WRITTEN CONSENT OF THE OWNERS OF ALL OF THE
REAL PROPERTY WITHIN THE
WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

[ATTACHED]

CONSENT TO THE PETITION TO ESTABLISH THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, LSMA WELLNESS, LLC, a Delaware limited liability company (“LSMA”), is the fee simple owner of certain real property located in the City of Clermont, Florida, as more fully described in EXHIBIT “A,” attached hereto and made a part hereof (the “Property”).

Lennar Homes, LLC, a Florida limited liability company (the “Petitioner”), as Petitioner under that certain Petition to Establish the Wellness Ridge Community Development District (the “Petition”), intends to submit the Petition to create the Wellness Ridge Community Development District (the “District”) in accordance with the provisions of Chapter 190, *Florida Statutes*.

LSMA is the fee simple owner of lands which are intended to constitute the District, as described above, and LSMA understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include with the Petition the written consent to the establishment of the District of one hundred percent (100%) of the owner(s) of the lands to be included within the District.

As evidenced by its execution of this document, LSMA hereby consents to the inclusion of the Property in the District, and further agrees to execute any other documentation necessary or convenient to evidence this consent.

LSMA hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned’s successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on Following Page]

**SIGNATURE PAGE FOR THE CONSENT TO THE PETITION TO ESTABLISH
THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

Executed this 9 day of September, 2021.

LSMA WELLNESS, LLC, a Delaware limited liability company

By: [Signature]
Name: Michael Moser
Title: Authorized Signatory

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of September, 2021 by Michael Moser, as Authorized Signatory of **LSMA WELLNESS, LLC**, a Delaware limited liability company, on behalf of said entity. Said person is ☒ personally known to me or ☐ has produced a valid driver's license as identification.

[Signature]
Notary Public; State of Florida
Print Name: Lori E. Joyce
My Commission Expires: 7/19/23
My Commission No.: 6635251

(AFFIX SEAL)



EXHIBIT “A”

[See attached.]

**This document prepared by and
After recording return to:**

Daniel T. O'Keefe, Esquire
SHUTTS & BOWEN LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Tax Parcel I.D. Nos.:
22-23-26-000100000900
22-23-26-000300000300
22-23-26-000300000400
22-23-26-000400000600
22-23-26-000200001000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 16th day of August, 2021, by **SOUTH LAKE CROSSINGS I, LLC**, a Florida limited liability company, and **SOUTH LAKE CROSSINGS III, LLC**, a Florida limited liability company, whose address is 527 Main Street, Windermere, Florida 34786 (hereinafter referred to collectively as the "Grantor"), to **LSMA WELLNESS, LLC**, a Delaware limited liability company, whose address is 6310 Capital Drive, Suite 130 Lakewood Ranch, FL 34202 (hereinafter referred to as the "Grantee").

(Whenever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, all that certain land situate in Lake County, Florida, more particularly described in **Exhibit "A"** attached hereto (the "Property"), together with all benefits, rights, privileges, easements, tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property.

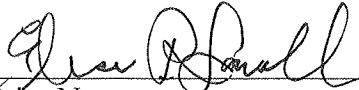
TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor fully warrants title to the Property and will defend the Property against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that the Property is free of all encumbrances, subject to taxes for the year of this instrument and thereafter, zoning and other use restrictions, conditions, or requirements now or hereafter imposed by governmental authorities, and without re-imposing same, those matters appearing on **Exhibit "B"** attached hereto and by this reference made a part hereof.

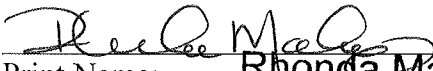
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of two (2) witnesses:

SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company


Print Name: ELESA R. SOWELL

By: 
Thomas J. Karr, Jr., Manager


Print Name: Rhonda Malarly

Signed, sealed and delivered in the presence of two (2) witnesses:

SOUTH LAKE CROSSINGS III, LLC, a Florida limited liability company

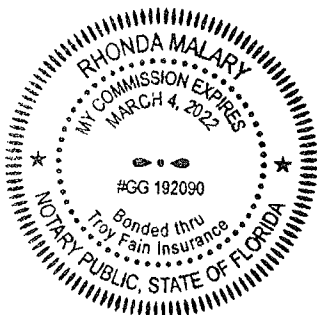

Print Name: ELESA R. SOWELL

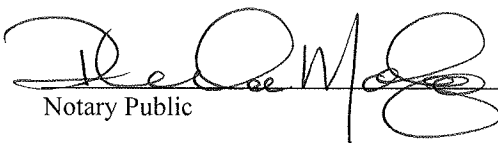
By: 
Thomas J. Karr, Jr., Manager


Print Name: Rhonda Malarly

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on August 13, 2021, by Thomas J. Karr, Jr., as Manager of South Lake Crossings I, LLC, a Florida limited liability company, and as Manager of South Lake Crossings III, LLC, a Florida limited liability company, on behalf of the companies. He ☒ is personally known to me or ☐ has produced a valid Florida Driver's License as identification.




Notary Public

Rhonda Malarly
Type or print name of Notary

GG 192090 3/4/22
Serial Number and Commission Expiration Date

EXHIBIT "A"
LEGAL DESCRIPTION

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 2935.42 feet; thence departing said North line run South 01°10'37" West for a distance of 72.34 feet to the point on curvature of a curve, concave Easterly having a radius of 430.00 feet, with a chord bearing of South 08°31'05" East and a chord distance of 144.83 feet; thence run Southerly through a central angle of 19°23'25" along the arc of said curve for a distance of 145.52 feet to a point on a non tangent line; thence run South 51°58'40" West for a distance of 88.74 feet; thence run South 48°03'28" West for a distance of 55.59 feet; thence run South 45°02'17" West for a distance of 55.59 feet; thence run South 42°01'07" West for a distance of 55.59 feet; thence run South 39°00'05" West for a distance of 55.51 feet; thence run South 35°59'09" West for a distance of 55.53 feet; thence run South 32°49'09" West for a distance of 61.08 feet; thence run South 30°29'27" West for a distance of 24.66 feet; thence run South 28°15'59" West for a distance of 57.25 feet; thence run South 25°12'07" West for a distance of 55.59 feet; thence run South 22°10'57" West for a distance of 55.59 feet; thence run South 19°09'55" West for a distance of 55.51 feet; thence run South 16°08'59" West for a distance of 55.53 feet; thence run South 12°28'30" West for a distance of 79.77 feet to a point on a non tangent curve, concave Southerly having a radius of 1105.00 feet, with a chord bearing of South 89°53'19" West and a chord distance of 44.76 feet; thence run Easterly through a central angle of 02°19'15" along the arc of said curve for a distance of 44.76 feet to a point on a non tangent line; thence run South 01°55'12" East for a distance of 195.02 feet to a point on a non tangent curve, concave Southwesterly having a radius of 910.00 feet, with a chord bearing of South 57°00'13" East and a chord distance of 1021.13 feet; thence run Southeasterly through a central angle of 68°15'31" along the arc of said curve for a distance of 1084.12 feet to a point of reverse curvature of a curve, concave Northeasterly having a radius of 1830.00 feet, with a chord bearing of South 32°11'36" East and a chord distance of 592.66 feet; thence run Southeasterly through a central angle of 18°38'16" along the arc of said curve for a distance of 595.28 feet to a point of reverse curvature of a curve, concave Southwesterly having a radius of 570.00 feet, with a chord bearing of South 20°31'44" East and a chord distance of 408.23 feet; thence run Southeasterly through a central angle of 41°58'00" along the arc of said curve for a distance of 417.50 feet to a point on a non tangent line; thence run South 00°27'16" West for a distance of 160.92 feet; thence run South 89°32'44" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 21.03 feet, with a chord bearing of South 45°30'45" East and a chord distance of 35.95 feet; thence run Southeasterly through a central angle of 117°29'05" along the arc of said curve for a distance of 43.11 feet to a point on a non tangent line; thence run South 02°04'51" West for a distance of 60.12 feet to a point on a non tangent curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°27'57" West and a chord distance of 34.74 feet; thence run Southwesterly through a central angle of 88°01'23" along the arc of said curve for a distance of

38.41 feet to a point of tangency; thence run South 00°27'16" West for a distance of 5.02 feet; thence run North 89°32'44" West for a distance of 60.00 feet to a point on a non tangent curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 46°10'19" West and a chord distance of 36.34 feet; thence run Northwesterly through a central angle of 93°15'11" along the arc of said curve for a distance of 40.69 feet to a point of compound curvature of a curve, concave Southerly having a radius of 4970.00 feet, with a chord bearing of South 86°42'31" West and a chord distance of 85.52 feet; thence run Westerly through a central angle of 00°59'09" along the arc of said curve for a distance of 85.52 feet to a point on a non tangent curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of South 09°54'50" West and a chord distance of 7.56 feet; thence run Southerly through a central angle of 18°55'08" along the arc of said curve for a distance of 7.59 feet to a point of tangency; thence run South 00°27'16" West for a distance of 33.41 feet to a point of curvature of a curve, concave Westerly having a radius of 1057.00 feet, with a chord bearing of South 06°24'24" West and a chord distance of 219.22 feet; thence run Southerly through a central angle of 11°54'17" along the arc of said curve for a distance of 219.62 feet to a point of tangency; thence run South 12°21'33" West for a distance of 496.83 feet; concave Easterly having a radius of 1343.00 feet, with a chord bearing of South 08°15'16" West and a chord distance of 192.26 feet; thence run Southerly through a central angle of 08°12'33" along the arc of said curve for a distance of 192.42 feet to a point of compound curvature of a curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of South 08°31'58" East and a chord distance of 10.10 feet; thence run Southerly through a central angle of 25°21'56" along the arc of said curve for a distance of 10.18 feet to a point on a non tangent curve, concave Northerly having a radius of 2170.00 feet, with a chord bearing of South 88°43'22" East and a chord distance of 62.32 feet; thence run Easterly through a central angle of 01°38'44" along the arc of said curve for a distance of 62.32 feet to a point of tangency; thence run South 89°32'44" East for a distance of 25.37 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 47°45'19" East and a chord distance of 33.91 feet; thence run Northeasterly through a central angle of 85°23'53" along the arc of said curve for a distance of 37.26 feet to a point of compound curvature of a curve, concave Westerly having a radius of 1230.00 feet, with a chord bearing of North 05°16'41" East and a chord distance of 9.51 feet; thence run Northerly through a central angle of 00°26'36" along the arc of said curve for a distance of 9.51 feet to a point on a non tangent line; thence run South 84°30'02" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 42°01'23" East and a chord distance of 36.88 feet; thence run Southeasterly through a central angle of 95°02'42" along the arc of said curve for a distance of 41.47 feet to a point on a non tangent line; thence run South 00°27'16" West for a distance of 60.00 feet; thence run North 89°32'44" West for a distance of 4.44 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 45°27'16" West and a chord distance of 35.36 feet; thence run Southwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 00°27'16" West for a distance of 85.00 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 44°32'44" East and a chord distance of 35.36 feet; thence run Southeasterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet; to a point of tangency; thence run South 89°32'44" East for a distance of 1446.45 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public

Records of Lake County, Florida; thence run South 00°27'16" West along said West right of way line for a distance of 120.00 feet; thence departing said West right of way line run North 89°32'44" West for a distance of 1638.10 feet to the point of curvature of a curve, concave Northerly having a radius of 2200.00 feet, with a chord bearing of North 84°48'10" West and a chord distance of 363.81 feet; thence run Westerly through a central angle of 09°29'09" along the arc of said curve for a distance of 364.23 feet to a point on a non tangent line; thence run South 09°56'25" West for a distance of 87.26 feet; thence run South 25°12'49" West for a distance of 73.34 feet; thence run South 25°12'49" West for a distance of 275.14 feet; thence run South 25°35'31" West for a distance of 56.27 feet; thence run South 18°58'47" West for a distance of 56.27 feet; thence run South 18°07'12" West for a distance of 56.19 feet; thence run South 14°17'47" West for a distance of 56.19 feet; thence run South 10°35'59" West for a distance of 56.18 feet; thence run South 07°32'24" West for a distance of 56.17 feet; thence run South 04°16'15" West for a distance of 74.88 feet to a point on a non tangent curve, concave Southeasterly having a radius of 85.00 feet, with a chord bearing of South 50°31'08" West and a chord distance of 63.94 feet; thence run Southwesterly through a central angle of 44°11'21" along the arc of said curve for a distance of 65.56 feet to a point on a non tangent line; thence run North 89°32'44" West for a distance of 139.12 feet; thence run South 00°47'57" West for a distance of 393.58 feet to a point on the North line of Parcel 122 as recorded in Official Records Book 849, Page 2162 of the Public Records of Lake County, Florida; thence run the following three courses along the perimeter line of said Parcel 122: North 89°12'03" West for a distance of 17.48 feet; thence run South 00°23'38" West for a distance of 50.00 feet; thence run South 89°12'03" East for a distance of 17.13 feet; thence departing said perimeter line, run South 00°47'57" West for a distance of 30.00 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence run North 89°12'03" West along said South line for a distance of 166.38 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2584.54 feet to a point 63.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 63.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 247.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°48'13" West, and a chord distance of 795.20 feet; thence run Northwesterly through a central angle of 27°30'58" along the arc of said curve for a distance of 802.89 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°54'58" West, and a chord distance of 35.06 feet; thence run Southwesterly through a central angle of 89°02'40" along the arc of said curve for a distance of 38.85 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run

North 00°23'38" East along said parallel line for a distance of 143.26 feet to a point on the South line of the Northwest Quarter of said Section 22; thence run North 89°12'24" West along said South line for a distance of 3.00 feet to a point on a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along said parallel line for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a non tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.

Less and except therefrom:

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Together with the beneficial easements contained in that certain Declaration of Easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 997, and that certain declaration of easement and agreement regarding road and utility improvements dated May 25, 2006 and which is recorded on June 2, 2006 in Official Records Book 3175, Page 1023, all in the Public Records of Lake County, Florida.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Pipeline Easement in favor of Orange County, Florida, recorded August 8, 1984 in Book 815, Page 220.
3. Pipeline Easement in favor of Orange County, Florida, recorded August 8, 1984 in Book 815, Page 222.
4. Utility Easement in favor of Orange County, Florida recorded August 27, 1985 in Book 849, Page 2156; as subordinated by Subordination of Encumbrance to Property Rights to Orange County, Florida recorded August 27, 1985 in Book 849, Page 2162.
5. Utility Easement in favor of Orange County recorded September 13, 1985 in Book 851, Page 1456.
6. Terms and conditions of that certain Settlement Agreement by and between Cemex Construction Materials Florida, LLC, Lake Louisa, LLC, Lake County, Florida a political subdivision of the State of Florida; South Lake Crossings I, LLC, a Florida limited liability company; South Lake Crossings II, LLC, a Florida limited liability company; South Lake Crossings III, LLC, a Florida limited liability company; South Lake Crossings IV, LLC, a Florida limited liability company; Catherine E. Ross Groves, Inc., a Florida corporation; Clonts Groves, Inc., a Florida corporation and Cra-Mar Groves, Inc., a Florida corporation recorded November 22, 2017 in Book 5030, Page 1620.
7. Terms and conditions of MCUP Application; Lake County "Planning Horizon 2030" Comprehensive Plan; Development Agreement and Impact Fee Credits Agreement as evidenced by that certain Settlement Agreement by and between Cemex Construction Materials Florida, LLC, Lake Louisa, LLC, Lake County, Florida a political subdivision of the State of Florida; South Lake Crossings I, LLC, a Florida limited liability company; South Lake Crossings II, LLC, a Florida limited liability company; South Lake Crossings III, LLC, a Florida limited liability company; South Lake Crossings IV, LLC, a Florida limited liability company; Catherine E. Ross Groves, Inc., a Florida corporation; Clonts Groves, Inc., a Florida corporation and Cra-Mar Groves, Inc., a Florida corporation recorded November 22, 2017 in Book 5030, Page 1620.
8. Unrecorded Cattle Grazing Lease dated effective March 1, 2013, by and between Kenneth Walker Land Management, Inc., a Florida corporation, and South Lake Crossings I, LLC, a Florida limited liability company, South Lake Crossings II, LLC, a Florida limited liability company, and South Lake Crossings III, LLC, a Florida limited liability company, as amended, as partially assigned to LSMA Wellness, LLC, a Delaware limited liability company, pursuant to Partial Assignment of Lease Agreement dated August 16, 2021.

9. Ordinance No. 2019-04 by the City Council of the City of Clermont recorded February 3, 2020 in Book 5415, Page 1845.
10. Ordinance No. 2019-04 by the City Council of the City of Clermont recorded February 3, 2020 in Book 5416, Page 2325.
11. Unrecorded Roadway Improvement Agreement for Wellness Way and Hancock Road Extension dated March 23, 2021 between and among Lake County, Florida, a political subdivision of the State of Florida, and South Lake Crossings I, LLC, a Florida limited liability company, South Lake Crossings II, LLC, a Florida limited liability company, South Lake Crossings III, LLC, a Florida limited liability company, and South Lake Crossings IV, LLC, a Florida limited liability company.
12. Unrecorded Utility Impact Fee Credit Agreement dated July 21, 2021 between and among City of Clermont, Florida, a political subdivision of the State of Florida, and South Lake Crossings I, LLC, a Florida limited liability company, and South Lake Crossings III, LLC, a Florida limited liability company.
13. Unrecorded Perpetual Grading and Drainage Easement in favor of Lake County, Florida, a political subdivision of the State of Florida.

**CONSENT TO THE PETITION TO ESTABLISH THE
WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

THE UNDERSIGNED, SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company (“South Lake”), is the fee simple owner of certain real property located in the City of Clermont, Florida, as more fully described in EXHIBIT “A.” attached hereto and made a part hereof (the “Property”).

Lennar Homes, LLC, a Florida limited liability company (the “Petitioner”), as Petitioner under that certain Petition to Establish the Wellness Ridge Community Development District (the “Petition”), intends to submit the Petition to create the Wellness Ridge Community Development District (the “District”) in accordance with the provisions of Chapter 190, *Florida Statutes*.

South Lake is the fee simple owner of the lands which are intended to constitute the District, as described above, and South Lake understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include with the Petition the written consent to the establishment of the District of one hundred percent (100%) of the owner(s) of the lands to be included within the District.

As evidenced by its execution of this document, South Lake hereby consents to the inclusion of the Property in the District, and further agrees to execute any other documentation necessary or convenient to evidence this consent.

South Lake hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned’s successors-in-title and assigns and shall remain in full force and effect for two (2) years from the date hereof.

[Signature on Following Page]

**SIGNATURE PAGE FOR THE CONSENT TO THE PETITION TO ESTABLISH
THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**

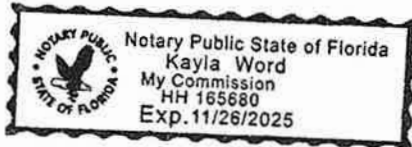
Executed this 18 day of January, ~~2021~~ ^{kw}
2022

SOUTH LAKE CROSSINGS I, LLC,
a Florida limited liability company

By: 
Name: Thomas J. Karr, Jr.
Title: Managing Partner

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 18 day of January, ~~2021~~ ^{kw}
2022 by Thomas J. Karr Jr., as Managing Partner of **SOUTH LAKE**
CROSSING I, LLC, a Florida limited liability company, on behalf of said entity. Said person is
☒ personally known to me or ☐ has produced a valid driver's license as identification.



(AFFIX SEAL)


Notary Public, State of Florida
Print Name: Kayla Word
My Commission Expires: _____
My Commission No.: _____

EXHIBIT “A”

Legal Description

[See attached.]

PHASE 2, NORTH PARCEL

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 2995.44 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 974.43 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West continuing along the aforesaid West right of way line of Five Mile Road for a distance of 1261.38 feet to a point herein after known as POINT A for the purposes of this description; thence departing said West right of way line run North 89°32'44" West for a distance of 1446.45 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 44°32'44" West and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 00°27'16" East for a distance of 85.00 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 45°27'16" East and a chord distance of 35.36 feet; thence run Northeasterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 89°32'44" East for a distance of 4.44 feet; thence run North 00°27'16" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 42°01'23" West and a chord distance of 36.88 feet; thence run Northwesterly through a central angle of 95°02'42" along the arc of said curve for a distance of 41.47 feet to a point on a non tangent line; thence run North 84°30'02" West for a distance of 60.00 feet to a point on a non tangent curve, concave Westerly having a radius of 1230.00 feet, with a chord bearing of South 05°16'41" West and a chord distance of 9.51 feet; thence run Southerly through a central angle of 00°26'36" along the arc of said curve for a distance of 9.51 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of South 47°45'19" West and a chord distance of 33.91 feet; thence run Southwesterly through a central angle of 85°23'53" along the arc of said curve for a distance of 37.26 feet to a point of tangency; thence run North 89°32'44" West for a distance of 25.37 feet to the point of curvature of a curve, concave Southerly having a radius of 2170.00 feet, with a chord bearing of North 88°43'22" West and a chord distance of 62.32 feet; thence run Westerly through a central angle of 01°38'44" along the arc of said curve for a distance of 62.32 feet to a point on a non

PHASE 2, NORTH PARCEL

tangent curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of North 08°31'58" West and a chord distance of 10.10 feet; thence run Northerly through a central angle of 25°21'56" along the arc of said curve for a distance of 10.18 feet to a point of compound curvature of a curve, concave Easterly having a radius of 1343.00 feet, with a chord bearing of North 08°15'16" East and a chord distance of 192.26 feet; thence run Northerly through a central angle of 08°12'33" along the arc of said curve for a distance of 192.42 feet to a point of tangency; thence run North 12°21'33" East for a distance of 496.83 feet to a point of curvature of a curve, concave Westerly having a radius of 1057.00 feet, with a chord bearing of North 06°24'24" East and a chord distance of 219.22 feet; thence run Northerly through a central angle of 11°54'17" along the arc of said curve for a distance of 219.62 feet to a point of tangency; thence run North 00°27'16" East for a distance of 33.41 feet to a point of curvature of a curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of North 09°54'50" East and a chord distance of 7.56 feet; thence run Northerly through a central angle of 18°55'08" along the arc of said curve for a distance of 7.59 feet to a point on a non tangent curve, concave Southerly having a radius of 4970.00 feet, with a chord bearing of North 86°42'31" East and a chord distance of 85.52 feet; thence run Easterly through a central angle of 00°59'09" along the arc of said curve for a distance of 85.52 feet to a point of compound curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of South 46°10'19" East and a chord distance of 36.34 feet; thence run Southeasterly through a central angle of 93°15'11" along the arc of said curve for a distance of 40.69 feet to a point on a non tangent line; thence run South 89°32'44" East for a distance of 60.00 feet; thence run North 00°27'16" East for a distance of 5.02 feet to a point of curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 44°27'57" East and a chord distance of 34.74 feet; thence run Northeasterly through a central angle of 88°01'23" along the arc of said curve for a distance of 38.41 feet to a point on a non tangent line; thence run North 02°04'51" East for a distance of 60.12 feet to a point on a non tangent curve, concave Northeasterly having a radius of 21.03 feet, with a chord bearing of North 45°30'45" West and a chord distance of 35.95 feet; thence run Northwesterly through a central angle of 117°29'05" along the arc of said curve for a distance of 43.11 feet to a point on a non tangent line; thence run North 89°32'44" West for a distance of 60.00 feet; thence run North 00°27'16" East for a distance of 160.92 feet to a point of curvature of a curve, concave Southwesterly having a radius of 570.00 feet, with a chord bearing of North 20°31'44" West and a chord distance of 408.23 feet; thence run Northwesterly through a central angle of 41°58'00" along the arc of said curve for a distance of 417.50 feet to a point of reverse curvature of a curve, concave Northeasterly having a radius of 1830.00 feet, with a chord bearing of North 32°11'36" West and a chord distance of 592.66 feet; thence run Northwesterly through a central angle of 18°38'16" along the arc of said curve for a distance of 595.28 feet to a point of reverse curvature of a curve, concave Southwesterly having a radius of 910.00 feet, with a chord bearing of North 57°00'13" West and a chord distance of 1021.13 feet; thence run Northwesterly through a central angle of 68°15'31" along the arc of said curve for a distance of 1084.12 feet to a point on a non tangent line; thence run North 01°55'12" West for a distance of 195.02 feet to a point on a non tangent curve, concave Southerly having a radius of 1105.00 feet, with a chord bearing of North 89°53'19" East and a chord distance of 44.76 feet; thence run Easterly through a central angle of 02°19'15" along the arc of said curve for a distance of 44.76 feet to a point on a non tangent line; thence run North 12°28'30" East for a distance of 79.77 feet; thence run North 16°08'59" East for a distance of 55.53 feet; thence run North 19°09'55" East for a distance of 55.51 feet; thence run North 22°10'57" East for a distance of 55.59 feet; thence run North 25°12'07"

PHASE 2, NORTH PARCEL

East for a distance of 55.59 feet; thence run North 28°15'59" East for a distance of 57.25 feet; thence run North 30°29'27" East for a distance of 24.66 feet; thence run North 32°49'09" East for a distance of 61.08 feet; thence run North 35°59'09" East for a distance of 55.53 feet; thence run North 39°00'05" East for a distance of 55.51 feet; thence run North 42°01'07" East for a distance of 55.59 feet; thence run North 45°02'17" East for a distance of 55.59 feet; thence run North 48°03'28" East for a distance of 55.59 feet; thence run North 51°58'40" East for a distance of 88.74 feet to a point on a non tangent curve, concave Easterly having a radius of 430.00 feet, with a chord bearing of North 08°31'05" West and a chord distance of 144.83 feet; thence run Northerly through a central angle of 19°23'25" along the arc of said curve for a distance of 145.52 feet to a point of tangency; thence run North 01°10'37" East for a distance of 72.34 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM: that parcel described in Official Records Book 851, Page 1455: Parcel 130 (fee simple): The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

PHASE 2, SOUTH PARCEL

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the aforementioned POINT A; thence run South 00°27'16" West along the aforesaid West right of way line of Five Mile Road for a distance of 120.00 feet to the POINT OF BEGINNING; thence continue South 00°27'16" West along said West right of way line for a distance of 1299.92 feet to a point on the South line of the Southeast Quarter of aforesaid Section 22; thence departing the aforesaid West right of way line run North 89°12'03" West along the South line of said Section 22 for a distance of 2446.12 feet; thence departing said South line run North 00°47'57" East for a distance of 30.00 feet to a point on the perimeter of Parcel 122 as recorded in Official Records Book 845, Page 567 of the Public Records of Lake County, Florida; thence run the following three courses along said perimeter: South 89°12'03" East for a distance of 17.85 feet; thence run North 00°25'00" East for a distance of 50.00 feet; thence run North 89°12'03" West for a distance of 17.52 feet; thence departing the perimeter of said Parcel 122 run North 00°47'57" East for a distance of 393.58 feet; thence run South 89°32'44" East for a distance of 139.12 feet to a point on a non tangent curve, concave Southeasterly having a radius of 85.00 feet, with a chord bearing of North 50°31'08" East and a chord distance of 63.94 feet; thence run Northeasterly through a central angle of 44°11'21" along the arc of said curve for a distance of 65.56 feet to a point on a non tangent line; thence run North 04°16'15" East for a distance of 74.88 feet; thence run North 07°32'24" East for a distance of 56.17 feet; thence run North 10°35'59" East for a distance of 56.18 feet; thence run North 14°17'47" East for a distance of 56.19 feet; thence run North 18°07'12" East for a distance of 56.19 feet; thence run North 18°58'47" East for a distance of 56.27 feet; thence run North 25°35'31" East for a distance of 56.27 feet; thence run North 25°12'49" East for a distance of 275.14 feet; thence run North 25°12'49" East for a distance of 73.34 feet; thence run North 09°56'25" East for a distance of 87.26 feet to a point on a non tangent curve, concave Northerly having a radius of 2200.00 feet, with a chord bearing of South 84°48'10" East and a chord distance of 363.81 feet; thence run Easterly through a central angle of 09°29'09" along the arc of said curve for a distance of 364.23 feet to a point of tangency; thence run South 89°32'44" East for a distance of 1638.10 feet to the POINT OF BEGINNING.

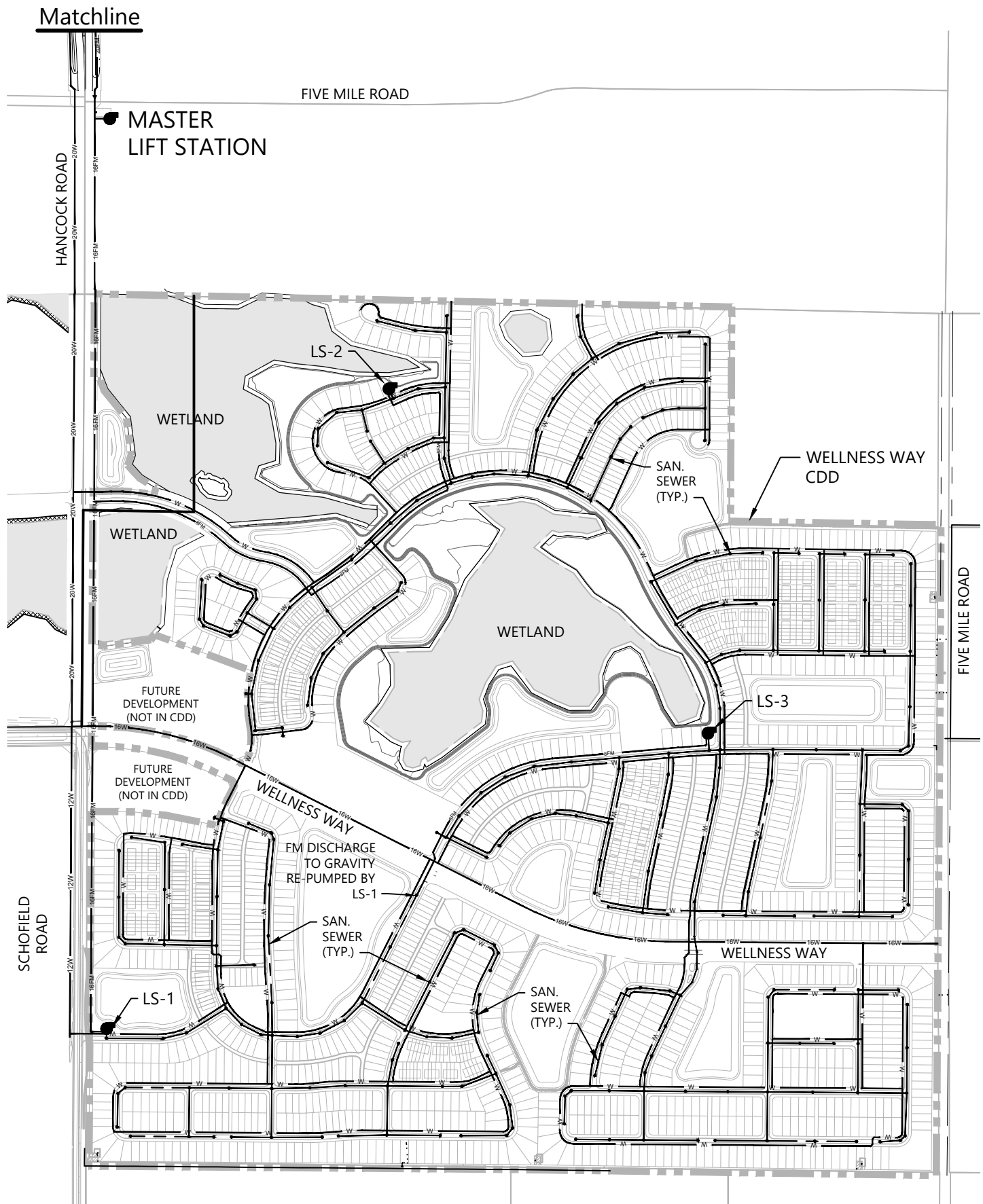
Less and except therefrom: Those parcels described in Official Records Book 845, Page 567: Parcel 129 (fee simple) : The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 8,539,940 square feet or 196.05 acres, more or less

EXHIBIT 4

**MAP OF THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
SHOWING ANY CURRENT MAJOR TRUNK WATER MAINS, SEWER
INTERCEPTORS AND/OR OUTFALLS**

[*ATTACHED*]



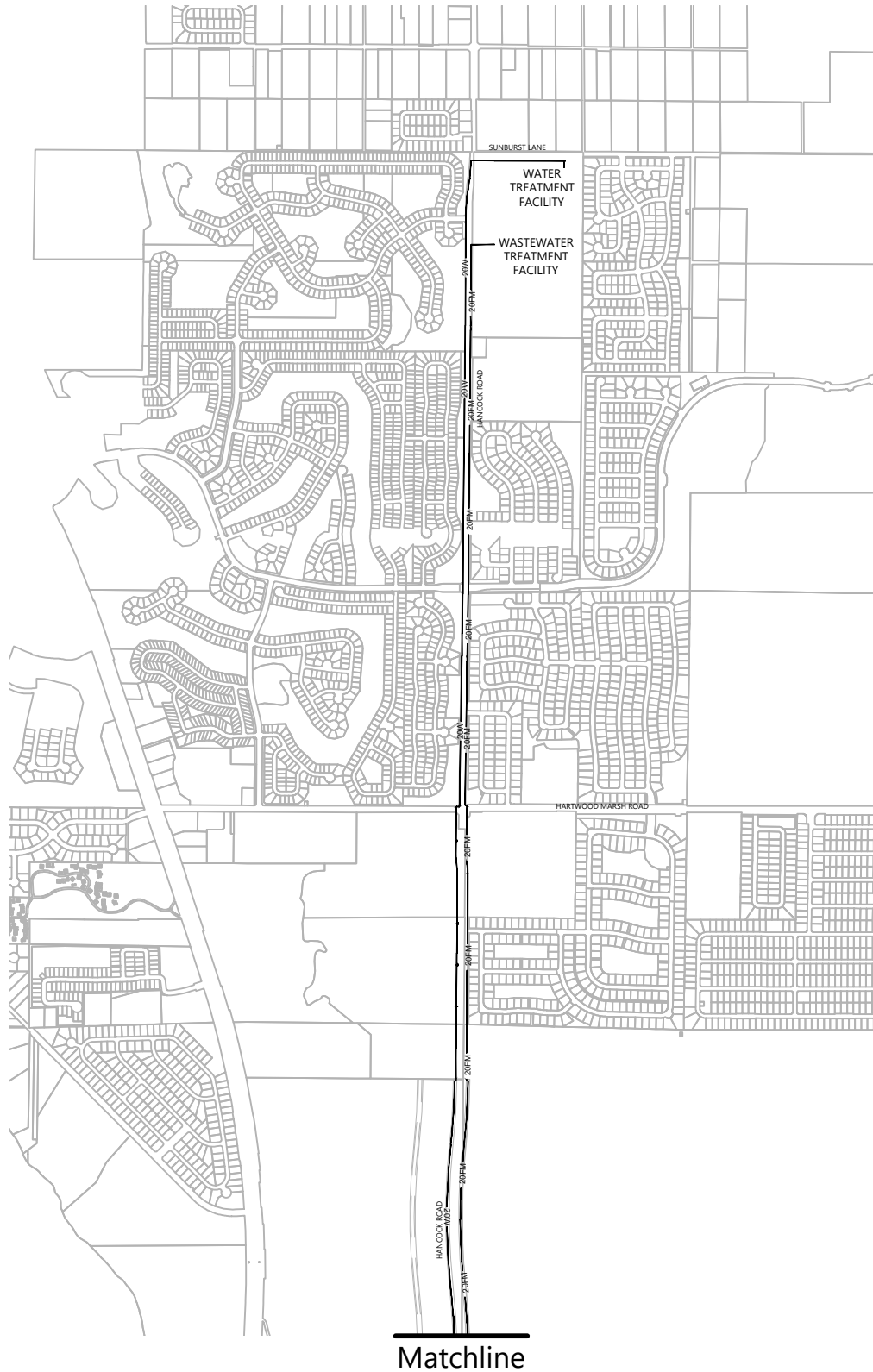
0 400 800



Utility Location Map
Wellness Way CDD
City of Clermont, Florida

Exhibit 4

June 8, 2021



Utility Location Map
Wellness Way CDD
City of Clermont, Florida

Exhibit 4

February 23, 2021



0 1000 2000

EXHIBIT 5

**PROPOSED TIMETABLE AND COSTS FOR CONSTRUCTION
OF DISTRICT FACILITIES AND SERVICES**

Phase/Activity	Time Frame
Phase 1 Commence Construction	3 rd Quarter 2021
Phase 1 Complete Construction	4 th Quarter 2024
Phase 2 Construction	4 th Quarter 2023
Phase 2 Complete Construction	4 nd Quarter 2026

Improvement	Estimated Cost	Financing Entity	Operations Entity
Master Development			
Stormwater Improvements	\$ 9,800,000.00	CDD	CDD and City**
Roadways	\$ 20,600,000.00	CDD	CDD and City***
Water, Sewer & Wastewater Utilities	\$ 17,700,000.00	CDD	City
Lift Station (3 total)	\$ 2,000,000.00	CDD	City
Hardscape, Landscape & Irrigation	\$ 8,700,000.00	CDD	CDD
Traffic Signals (2 total)	\$ 1,200,000.00	CDD	County
Conservation Areas	\$ 1,000,000.00	CDD	CDD
Offsite Utility*	\$ 3,100,000.00	CDD	City
Undergrounding of Electric	\$ 3,300,000.00	CDD	CDD
subtotal	\$ 67,400,000.00		
Other			
Soft Costs (10%)	\$ 6,740,000.00	N/A	N/A
Contingency (15%)	\$ 10,110,000.00	N/A	N/A
TOTAL	\$ 84,250,000.00		

* Portion of Off-Site Utilities are Reimbursable through City of Clermont

**Gutters and closed system will be maintained by the City of Clermont. Stormwater ponds will be maintained by the CDD.

***Future Interlocal Agreement between the City of Clermont and the CDD will assign.

Assumptions: 30% of earthworks budget assumed to be for ponds

EXHIBIT 6

**FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT
OF PUBLIC AND PRIVATE USES WITHIN THE DISTRICT**

[*ATTACHED*]

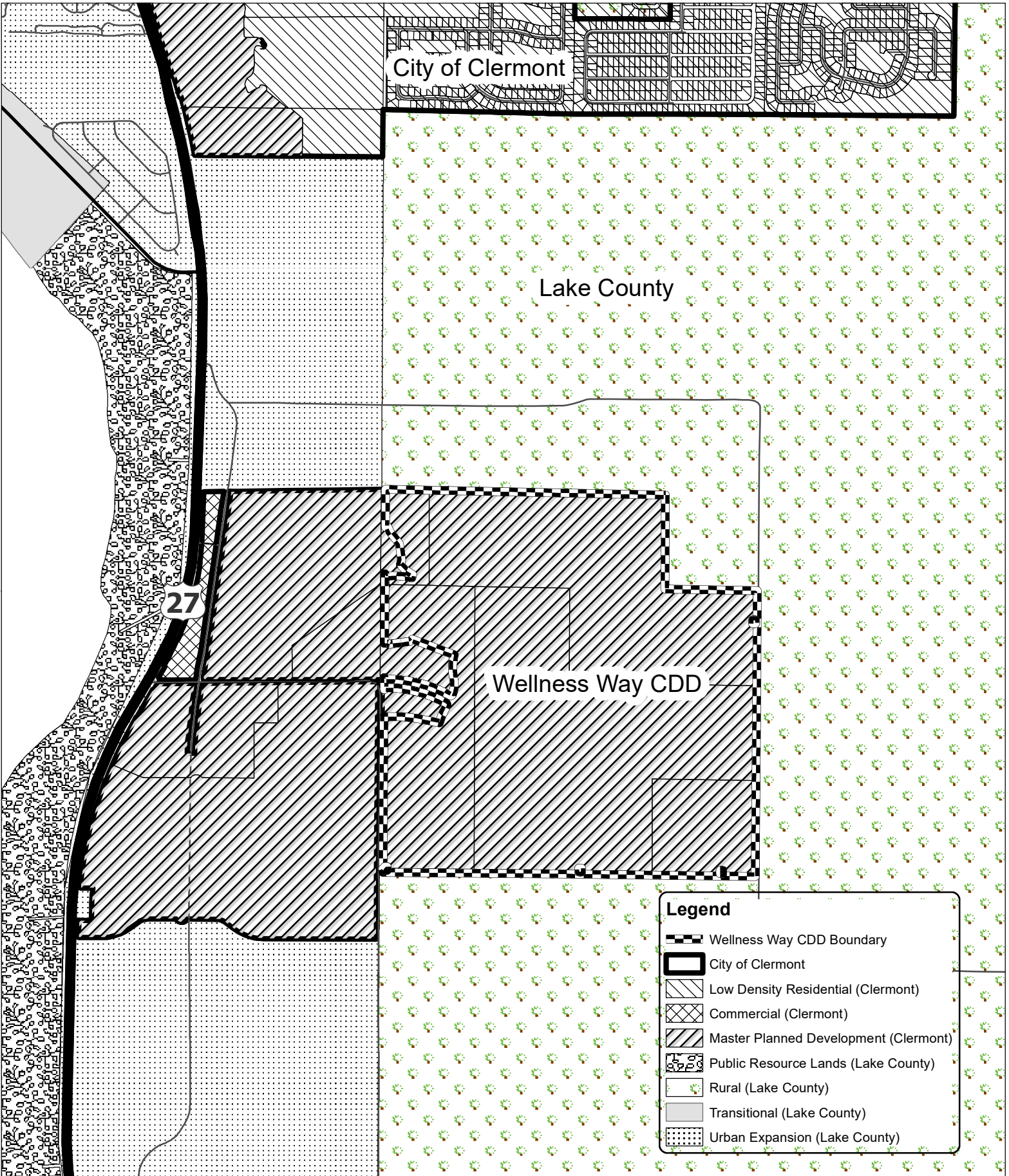


EXHIBIT 7

STATEMENT OF ESTIMATED REGULATORY COSTS

[ATTACHED]

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Wellness Ridge Community Development District** (the “District”). The proposed District comprises approximately 574 acres of land located within the City of Clermont, Florida (hereafter “City”). The project is planned for approximately 1,850 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Wellness Ridge Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 574 acres.

The Development plan for the proposed lands within the District includes approximately 1,850 residential units. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Wellness Ridge. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector

investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small cities defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

¹ For the purposes of this SERC, the term “agency” means the City of Clermont and the term “rule” means the ordinance(s) which Clermont will enact in connection with the creation of the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Wellness Ridge Community Development District is a community designed for approximately 1,850 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of Clermont

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District

operates independently from the City, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the roadways, master stormwater system, potable water system, wastewater system, reclaimed water system, electrical undergrounding, landscape, hardscape & irrigation, conservation areas, traffic signalization and offsite utility improvements may be financed by the District.

Table 1.
Wellness Ridge CDD Proposed Facilities and Services

District Infrastructure	Construction	Ownership	Capital Financing	Operations & Maintenance
Roadways	District	District and City*	District Bonds	District and City*
Master Stormwater System	District	District and City**	District Bonds	District and City**
Water, Wastewater & Reclaimed Water Systems	District	City	District Bonds	City
Electrical Undergrounding	District	District	District Bonds	District
Landscape, Hardscape, & Irrigation	District	District	District Bonds	District
Conservation Areas	District	District	District Bonds	District
Traffic Signalization	District	County	District Bonds	County
Offsite Utility Improvements	District	City	District Bonds	City

Key: City = Clermont; County = Lake and District = Wellness Ridge CDD

*Future Interlocal Agreement between the City and the CDD will assign.

**Gutters and closed system will be maintained by the City. Stormwater ponds will be maintained by the CDD.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$84,250,000. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District’s capital improvement program.

Table 2. Cost Estimate for District Facilities

Infrastructure	Total Budget Estimate
Roadways	\$20,600,000
Master Stormwater System	9,800,000
Water, Wastewater & Reclaimed Water Systems	19,700,000
Electrical Undergrounding	3,300,000
Landscape, Hardscape, & Irrigation	8,700,000
Conservation Areas	1,000,000
Traffic Signalization	1,200,000
Offsite Utility Improvements	3,100,000
Professional Fees and Permitting	6,740,000
Contingency	10,110,000
TOTAL	\$84,250,000

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the

District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Clermont has an estimated population greater than 10,000 according to the most recent federal U.S. Census (2010). Therefore, the City is not defined as a "small" City according to Section 120.52(18), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:

Governmental Management Services - Central Florida, LLC

March 22, 2022

NOTICE OF PUBLIC HEARING

City of Clermont City Council

Petition to Establish the Wellness Ridge Community Development District

DATE: MAY 10, 2022 (FINAL HEARING)
TIME: 6:30 PM
LOCATION: City Hall – Council Chambers
685 W. Montrose Street
Clermont, Florida 34711

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council for the City of Clermont, Florida (the “Council”) on **May 10, 2022(FINAL HEARING)**, at **6:30 PM**, in the **City Hall, Council Chambers, 685 W. Montrose Street, Clermont, Florida, 34711**, to consider the following proposed:

ORDINANCE NO. 2022-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS WELLNESS RIDGE AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES (2001 AND HEREAFTER); ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

The proposed Wellness Ridge Community Development District (“Wellness Ridge”) is comprised of approximately 574.01 acres, generally located between Five Mile Road and Schofield Road, as further depicted in the attached map. The Petitioner has proposed to establish Wellness Ridge to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: sanitary sewer facilities, water distribution systems, reuse water systems, stormwater systems, electrical service systems, conservation mitigation, on-site public roadway improvements, off-site public roadway improvements, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Petition. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 394-4081 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 394-4081.

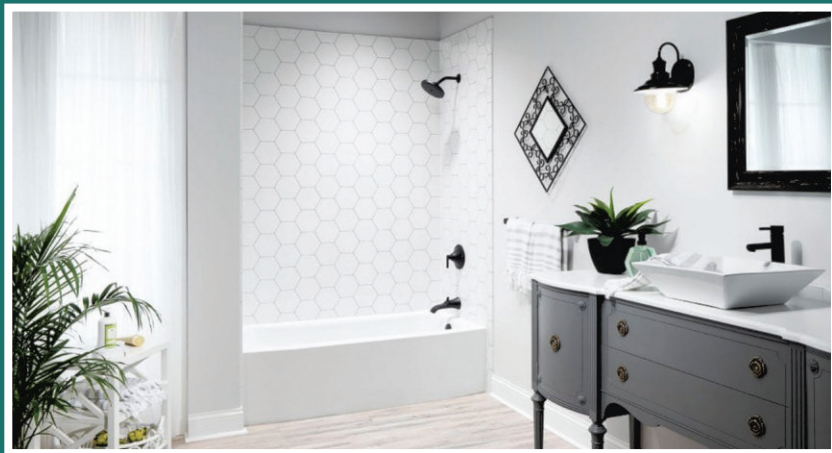
A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Clerk’s Office, 685 W. Montrose Street, Clermont, Florida, 34711.





12 MONTHS NO INTEREST AND FREE INSTALLATION*

***some restrictions may apply**



- REPLACEMENT BATHTUB
- TUB-TO-SHOWER CONVERSION
- REPLACEMENT SHOWERS
- BARRIER-FREE SHOWER BASES
- WALL SURROUND
- 100s of DESIGNS

Lifetime Warranty
FOR AS LONG AS YOU OWN YOUR HOME

**CALL NOW FOR A
FREE ESTIMATE!
407-204-9615**

**100%
FINANCING
0% INTEREST
ZERO DOWN!
Installed
in as little
as ONE DAY**

**OUT OF THIS
WORLD SERVICE.
DOWN TO
EARTH PRICE.**

*Includes product and labor, bath or shower, and wall surround. Cannot be combined with any other offer. Expires 4/30/22. **Independent financing subject to approval. See your Orlando dealer for details. Each dealership independently owned & operated. ©Bath Planet.



SP93735

NOTICE OF PUBLIC HEARING

**City of Clermont City Council
Petition to Establish the Wellness Ridge Community Development District**

DATE: MAY 10, 2022 (FINAL HEARING)
TIME: 6:30 PM
LOCATION: City Hall – Council Chambers
685 W. Montrose Street
Clermont, Florida 34711

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council for the City of Clermont, Florida (the "Council") on **May 10, 2022 (FINAL HEARING)**, at **6:30 PM**, in the **City Hall, Council Chambers, 685 W. Montrose Street, Clermont, Florida, 34711**, to consider the following proposed:

ORDINANCE NO. 2022-018

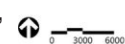
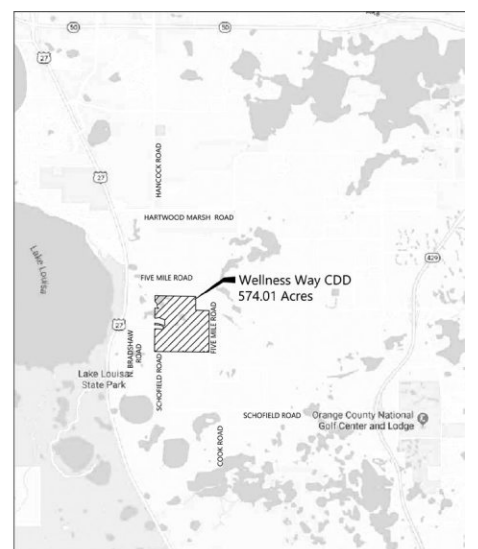
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ESTABLISHING, ON THE PROPOSED PROPERTY KNOWN AS WELLNESS RIDGE AND FURTHER DESCRIBED HEREIN, AND RECOGNIZING, THE COMMUNITY DEVELOPMENT DISTRICT, CREATED AND CHARTERED BY UNIFORM GENERAL LAW, THE UNIFORM COMMUNITY DEVELOPMENT DISTRICT ACT OF FLORIDA, CHAPTER 190, FLORIDA STATUTES (2001 AND HEREFTER); ACKNOWLEDGING THE UNIFORM DISTRICT CHARTER EXPRESSED IN SECTIONS 190.006-190.041, FLORIDA STATUTES, AND AS REFERENCED AND PROVIDED BY SECTION 190.004(4), FLORIDA STATUTES, AND CONFIRMED BY SECTION 189.4031(2), FLORIDA STATUTES; ESTABLISHING THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (ON THE PROPERTY PROPOSED IN THIS PETITION) AND DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; AND, DESIGNATING THE PROPOSED LAND AREA WITHIN WHICH THE DISTRICT MAY MANAGE AND FINANCE ITS BASIC INFRASTRUCTURE, SYSTEMS, FACILITIES, SERVICES, IMPROVEMENTS AND PROJECTS; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

The proposed Wellness Ridge Community Development District ("Wellness Ridge") is comprised of approximately 574.01 acres, generally located between Five Mile Road and Schofield Road, as further depicted in the attached map. The Petitioner has proposed to establish Wellness Ridge to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by the District under Florida law, including but not limited to: sanitary sewer facilities, water distribution systems, reuse water systems, stormwater systems, electrical service systems, conservation mitigation, on-site public roadway improvements, off-site public roadway improvements, and other infrastructure.

Any affected individual or governmental entity shall be given an opportunity at the public hearing to appear and present oral or written comments for or against the Petition. Written comments filed with the Council will be considered and will be made a matter of record at the public hearing. **Persons wishing to appeal any decision made by the Council at the above-referenced public hearing are hereby notified they may need to ensure that a verbatim record of these proceedings is made, including the testimony and any documentary evidence on which an appeal may be based.**

In accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 286.26, *Florida Statutes*, if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, such person shall, not later than two (2) business days prior to the proceedings, call (352) 394-4081 for assistance. Si usted requiere ayuda especial bajo la ley de Americanos con Incapacidades de 1990, por favor llame al (352) 394-4081.

A copy of the proposed Ordinance and Petition are open to public inspection during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Clerk's Office, 685 W. Montrose Street, Clermont, Florida, 34711.



vhb Location Map
Wellness Way CDD
City of Clermont, Florida

Hurricane Impact Windows & Doors



- Intruder Safe
- Hurricane Strong

**Windows ► Siding ► Doors
Bathrooms ► Kitchens ► Roofing**

FREE LABOR

NO CHARGE FOR INSTALLATION!

NO INTEREST

FOR 12 FULL MONTHS

OFFERS END 4/30/2022

**CALL
NOW**

FREE ESTIMATES

100% Financing

**ZERO
DOWN**

**ZERO
INTEREST**

**Morgan
Exteriors
of Orlando**
Licensed • Bonded • Insured



Lic. # CRC-1332112

**CALL:
Mon.-Sat. 8am-6pm
Sunday 9am-2pm**

(407) 204-9384

Serving All of Central Florida.

760864-1

**YOU CAN MAKE A BIG
DIFFERENCE IN AN
ORLANDO CHILD'S LIFE -
AND MAKE LIFE EASIER
FOR YOU.**



Benefiting
Make-A-Wish.

Call (407)-473-6079

♥ **With the end of the year coming
– your car donation makes a big
tax deduction for YOU!**

♥ **We take care of EVERYTHING.
You just make the call.**

♥ **Put your old car, boat or RV to
good use – by helping a CHILD!**

**Your donation matters more than ever!
We're still accepting donations nationwide.**

Car Donation Foundation d/b/a Wheels For Wishes. To learn more about our programs or financial information, call (213) 948-2000 or visit www.wheelsforwishes.org



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-003 <i>Final Capital Improvements Element</i>		
Requested Action		
Staff recommends approval of Ordinance No. 2022-003, the Capital Improvements Element.		
Staff Report		
This adoption hearing is for the Comprehensive Plan Text Amendment for the updated Capital Improvements Element. The Capital Improvements Element is being updated to reflect the changes to the Potable Water Element and to update Appendix B - the Five-year schedule of Capital Improvements. The City Council approved the transmittal of this element on February 22 and tabled the final hearing until May 10. The proposed amendment was sent to the state reviewing agencies for review. The City received 3 responses from the reviewing agencies that indicated no adverse impacts were anticipated from the adoption of this element and no recommended changes were suggested. Therefore, staff recommends approval of Ordinance 2022-003, the Capital Improvements Element.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-003 Capital Improvements (02.09.2022 V3)	Ord 2022-003 Capital Improvements (02.09.2022 V3).pdf	
2. 22-01ESR Agency Responses	22-01ESR Agency Responses.pdf	
3. CIE Element REDLINED 2.9.22	CIE Element REDLINED 2.9.22.pdf	
4. CIE Element CLEAN 2.9.22	CIE Element CLEAN 2.9.22.pdf	
5. 2022-003 CIE legal ad	2022-003 CIE legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-003

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 GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; 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.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, 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 Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

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

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Capital Improvements Element is hereby amended as shown in Exhibit A.

SECTION 2: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2022-003

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/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: PUBLICATION AND EFFECTIVE DATE

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.



CITY OF CLERMONT
ORDINANCE NO. 2022-003

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of May, 2022.

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
PLAN

CHAPTER XIII
CAPITAL IMPROVEMENTS ELEMENT

Adopted June 23, 2009

Amended Nov. 24, 2009

Amended Jan. 11, 2011

Amended Jan. 24, 2012

Amended Feb. 26, 2013

Amended May 27, 2014

Amended December 8, 2015

Amended: February 22, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER XIII
CAPITAL IMPROVEMENTS

GOAL 1: Through the use of sound fiscal policies and the adoption of a financially feasible Five-Year Schedule of Capital Improvements, the City shall ensure the timely and efficient provision of public facilities for all existing and future development.

Objective 1.1: Capital Facilities Needs. The Capital Improvements Element shall be updated annually to meet the City's existing and projected needs for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth, and to replace obsolete or worn-out facilities.

Policy 1.1.1: The implementation of the Capital Improvements Element shall be monitored annually during the City's budget process.

Policy 1.1.2: Capital improvements identified and proposed within each individual element of the comprehensive plan shall be consistent with those proposed in the Five-Year Schedule of Capital Improvements. Sources of revenue identified within the Capital Improvements Element shall provide direction in expenditures for capital improvements.

Policy 1.1.3: The City's debt service shall not exceed 20 percent of annually budgeted revenues.

Policy 1.1.4: The City shall reserve enterprise fund surpluses, unless otherwise indicated, for major capital expenditures.

Policy 1.1.5: Efforts shall be made to secure grants or private funds whenever available to implement the Capital Improvements Element.

Policy 1.1.6: The City shall continue to require collection and utilization of a proportion of impact fees under the auspices of Lake County, and to develop, adopt and implement City impact fees for the purpose of subsidizing the costs of public facility improvements.

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as **Appendix A** of this element), to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.1: The concurrency evaluation system shall measure the potential impact of any development proposal on the established minimum acceptable level of service (LOS) standards for sanitary sewer, solid waste, stormwater, potable water, parks and recreation and transportation facilities, unless the development is exempt from the review requirements of the Concurrency Management System.

Policy 1.2.2: No development permit or order shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation in the adopted Concurrency Management System.

Policy 1.2.3: The City shall require all public and private capital facilities to provide service at the LOS standards adopted in this comprehensive plan for previously vested, existing and future permitted development. These capital facilities shall be provided concurrently with the impacts of development based on the minimum requirements in the City's adopted Concurrency Management System.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be as follows:
 - “C” for US 27/SR 25, which is a strategic intermodal system (SIS)
 - “D” for SR 50
 - “D” for all minor arterials and collectors
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is 220 gallons per capita per day.
- The **LOS** standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The **LOS** standards for *Stormwater Management* facilities developed within the City areas follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board’s Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.

Policy 1.2.5: The City shall monitor the availability of public facilities and services through: 1) the maintenance of a cumulative record of the LOS allocations permitted by the approval of development orders relative to the operating LOS for the applicable public facilities and services for which LOS standards have been established; the maintenance of a record of all applicable public facility and service capacities that have been reserved as a result of approved capacity reservation; and the preparation of an annual report concerning the status of all LOS and capacities.

Objective 1.3: New Development. The City shall ensure that new developments share a proportionate share of the costs required to maintain adopted LOS standards through the assessment of impact fees or developer contributions, dedications and/or construction of capital facilities necessary to serve new development as required in other elements of this plan.

Policy 1.3.1: New development shall be responsible for installing all internal water and sewer systems, traffic circulation systems and internal recreation/open space facilities within the development. In addition, connections of internal systems to the City's designated water and sewer systems and traffic circulation network shall be the financial responsibility of the developer.

Policy 1.3.2: All development order applications shall be evaluated as to the impact of the development on capital facilities and the operation and maintenance of those facilities. The evaluation shall include, but not be limited to, the following:

- Expected capital costs, including the installation of required new facilities that are related to the development.
- Expected operation and maintenance costs associated with the new facilities required by the development.
- Anticipated revenues from the development, including impact fees, user fees and future taxes.

Policy 1.3.3: The land development regulations shall continue to require land dedication, payment-in-lieu-of-dedication or other forms of impact exaction as a requirement of land development to secure easements for utility and traffic circulation systems.

Policy 1.3.4: The City, through adoption and implementation of land development regulations, comprehensive plan goals, objectives and policies, impact fees, other impact exactions, implementation of the annual budget and five-year capital improvements schedule, shall ensure the availability of public facilities and services concurrent with the impacts of development. Development shall not be approved unless the necessary infrastructure items and services are available subsequent to plan adoption.

Policy 1.3.5: The City shall continue to participate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) in the transportation impact fee program or shall adopt and implement a schedule of City impact fees to ensure that new development provides a pro rata share of the costs required to finance public facility improvements necessitated by such development.

Policy 1.3.6: When applicable, the City may require a developer to execute a development agreement and/or develop a proposed project in phases to ensure the timely and appropriate installation of needed capital facilities to service new development. Such agreements will be executed under the City's constitutional home rule power and will follow the procedures set forth in Chapter 163.3220, Florida Statutes.

Objective 1.4: Evaluation of Capital Projects. The City's capital projects shall be evaluated to determine if they meet prioritization criteria and consistency with adopted level of service standards and/or public need.

Policy 1.4.1: The City's finance director shall prepare a Five-Year Capital Improvement Program annually along with the City's annual budget, which shall address all capital needs of the City.

Policy 1.4.2: As part of the annual budgeting process, the City Council, city manager and department directors shall participate in a capital facilities planning process to evaluate and rank projects proposed for inclusion in the Five-Year Schedule of Capital Improvements, based on the following criteria:

- Whether the project is needed to protect the public health and safety, fulfill the City's legal commitment to provide facilities and services or preserve or achieve full use of existing facilities.
- Whether the project increases efficiency or use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes infill development.

- Whether the project represents a logical extension of facilities and service from the City to the Lake County/Clermont Joint Planning Area, or is compatible with applicable plans of state agencies or that may provide public facilities within the City's jurisdiction.
- Whether the project is coordinated with major projects of other state agencies and adjacent jurisdictions.
- Whether the project implements the policies of the comprehensive plan pertaining to concurrency requirements.
- Whether the project is financially feasible.

Policy 1.4.3: Requests for capital projects shall be evaluated on their impact on the City budget and the financial feasibility of the project based on the following criteria:

- The finance director shall determine if the capital project can be funded from existing cash, future revenues or through borrowing. In addition, the finance director shall assign revenue sources to fund the project.
- The finance director shall prepare a report evaluating the funding options, the effect of the improvement on future revenues and the effect of the improvement on operation and maintenance costs.

Objective 1.5: Debt Management. The City shall adopt policies and procedures which address the management and utilization of debt for capital project financing. The City will use line-of-credit borrowing or bond anticipation notes for specific construction projects and shall issue revenue-pledged debt at the completion of construction only if current funds are not adequate to pay for construction.

Policy 1.5.1: The use of revenue bonds as a debt instrument shall be evaluated based on the following criteria:

- Debt will not be issued to finance normal repairs and maintenance.
- Debt can be issued to make renovations, updates, modernizations and rehabilitations provided that the expenditures extend the useful life of the capital asset.
- The maximum ratio of total debt service (principal and interest) to total revenue shall be that percentage deemed most beneficial to the City as determined by the City's financial advisors and its bond counsel based upon criteria set by the rating agencies and credit enhancement organizations.
- The impact of principal and interest revenue bond payments on the operation and maintenance of the affected utility and/or department will not require deferring the current maintenance of existing infrastructure.
- The impact of bond covenants and restrictions on the City's method of accounting for depreciation shall be evaluated, as well as the impact of any reserve account restrictions on the operation and maintenance of the affected utility and/or department.
- Cash restricted due to bond and grant covenants will be budgeted in accordance with the terms of the covenants.
- Capitalized repairs of existing infrastructure will be paid from funds restricted by debt covenants and current revenues. Debt will not be issued to finance capitalized repairs.

Policy 1.5.2: The use of tax revenues as a pledge for the repayment of debt shall be evaluated based on the following criteria:

- A five-year projection of revenues from all taxes shall be prepared and updated annually as a part of the City's budget process. An analysis of historic and future trends in the tax revenue stream will be a part of the projection process.
- At the time of issuance of new debt, a review shall be conducted to ensure that the maximum amount of general government debt shall not exceed 20 percent of the City's annually budgeted revenues.

Policy 1.5.3: The City may use long-term capital lease payments on lease purchases for capital projects identified within this element, provided adequate debt service requirements are provided.

Objective 1.6: Schedule of Capital Improvements. In order to maintain adopted LOS standards, the City shall coordinate land use decisions and available or projected fiscal resources to correct existing deficiencies identified in the comprehensive plan, accommodate desired future growth and replace worn out or obsolete facilities through the annual adoption of a Five-Year Schedule of Capital Improvements.

Policy 1.6.1: Capital projects included in the Five-Year Schedule of Capital Improvements shall be defined as those projects identified within the comprehensive plan that are necessary to maintain adopted LOS standards including increasing the capacity or efficiency of existing facilities and/or replacing failing facilities.

Policy 1.6.2: The City of Clermont adopts by reference the Five-Year Facilities Master Plan FY 2016-2020 as formally adopted by the Lake County School Board on September 14, 2015 and as amended, into the City's Five-Year Schedule of Capital Improvements

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B** of this element, which will be updated on an annual basis.

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.

(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]

(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:

1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and

a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or

b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]

(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)-(7) of this section.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:

a. The estimated date of commencement of actual construction and the estimated date of project completion.

b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or

3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or

4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]

5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]

6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time-frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.

(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:

1. For district-wide concurrency service areas:

a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix B

City of Clermont Five-Year Schedule of Capital Improvements, FY 2023-2027

CITY OF CLERMONT, FLORIDA FISCAL YEAR 2022						
FIVE YEAR CAPITAL PLAN						
Comprehensive Plan Element/Project	Funding Source	2023	2024	2025	2026	2027
STORMWATER MANAGEMENT						
Replacement vehicles	Stormwater Fund	-	-	-	-	119,000
Minnehaha Basin stormwater improvements	Stormwater Fund	500,000	-	-	-	-
POTABLE WATER						
Replacement vehicles-water	Water Fund	-	65,000	102,000	62,500	-
Alternative water south lake water initiative	Water Fund	100,000	100,000	100,000	100,000	100,000
East water system looping des. & const.	Water Fund	400,000	100,000	400,000	100,000	400,000
West water system improvements des. & cons	Water Fund	400,000	100,000	400,000	100,000	400,000
SANITARY SEWER						
Lift station wet well lining	Sewer Fund	60,000	60,000	50,000	50,000	-
Lift station electrical rehab	Sewer Fund	80,000	80,000	50,000	50,000	50,000
Replacement vehicles-sewer	Sewer Fund	-	-	-	73,000	119,000
Lift station pump replacement	Sewer Fund	400,000	200,000	200,000	100,000	50,000

West side gravity main lining	Sewer Fund	-	500,000	-	-	-	-
Lateral / manhole lining	Sewer Fund	100,000	100,000	-	50,000	50,000	-
Wastewater Treatment Facility expansion	Sewer Impact Fees	15,150,000	-	-	-	-	-
PARKS AND RECREATION							
Mainstage telescopic seating	Infrastructure Fund	630,000	-	-	-	-	-
4 light poles waterfront park	Infrastructure Fund	100,000	-	-	-	-	-
Hancock park soccer field 2	Infrastructure Fund	147,015	-	-	-	-	-
Pool storage building renovation	Infrastructure Fund	70,000	-	-	-	-	-
ARC 10 led lighting fixtures & poles north lot	Infrastructure Fund	50,000	-	-	-	-	-
ARC dog park	Recreation Impact Fees	350,000	-	-	-	-	-
Resod athletic fields	Infrastructure Fund	163,350	54,563	109,125	109,125	54,563	-
ARC multipurpose field	Infrastructure Fund	159,015	-	-	-	-	-
ARC aquatics upgrade	Infrastructure Fund	1,156,731	-	-	-	-	-
ARC shade structure & outdoor classroom	Recreation Impact Fees	120,000	-	-	-	-	-
ARC walking trail recreation area	Recreation Impact Fees	60,000	-	-	-	-	-
ARC replace roof	Infrastructure Fund	-	-	-	-	506,500	-
TOTALS		20,196,111	1,359,563	1,411,125	794,625	1,849,063	

April 1, 2022

The Honorable Tim Murrey
Mayor, City of Clermont
695 West Montrose Street
Clermont, Florida 34711

Dear Mayor Murrey:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 22-01ESR) received on March 4, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.
- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Powell". The signature is fluid and cursive, with the first name "Barbara" and last name "Powell" clearly distinguishable.

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure(s): Procedures for Adoption

cc: John Kruse, Planning Manager, City of Clermont
Hugh Harling, Executive Director, East Central Florida Regional Planning Council

John E. Kruse

From: Maiolo, Channing <Channing.Maiolo@dot.state.fl.us>
Sent: Friday, March 18, 2022 9:17 AM
To: John E. Kruse
Cc: 'McClendon, Tim'; Tara McCue; Garcia, Heather; Shams, Steve; Carver, Jennifer; DCPexternalagencycomments@deo.myflorida.com; donna.harris@deo.myflorida.com
Subject: City of Clermont Proposed 22-01ESR Review

March 18, 2022

Mr. John E. Kruse, AICP
Planning Manager
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

Subject: City of Clermont Proposed Comprehensive Plan Amendment 22-01ESR
Response Type: No Remarks

Dear Mr. Kruse,

FDOT has reviewed the transmitted amendment for the City of Clermont. The proposed comprehensive plan amendment is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with the supporting data and analysis, be transmitted within ten working days after the second public hearing for FDOT review. If you have any questions, please do not hesitate to contact me by email at Channing.Maiolo@dot.state.fl.us or 386-943-5457.

Sincerely,



M. Channing Maiolo
Systems Planning Coordinator

cc: Tim McClendon, Lake County
Tara McCue, ECFRPC
Heather Garcia, FDOT
Steve Shams, FDOT
Jennifer Carver, FDOT
D. Ray Eubanks, DEO
Donna Harris, DEO

John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, March 31, 2022 4:31 PM
To: John E. Kruse; dcpexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Clermont 22-01ESR Proposed

To: John Kruse, AICP, Planning Manager

Re: **Clermont 22-01ESR** – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, **the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.**

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER XIII
CAPITAL IMPROVEMENTS ELEMENT

Adopted June 23, 2009

Amended Nov. 24, 2009

Amended Jan. 11, 2011

Amended Jan. 24, 2012

Amended Feb. 26, 2013

Amended May 27, 2014

Amended December 8, 2015

Amended: May 10, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER XIII CAPITAL IMPROVEMENTS

GOAL 1: Through the use of sound fiscal policies and the adoption of a financially feasible Five-Year Schedule of Capital Improvements, the City shall ensure the timely and efficient provision of public facilities for all existing and future development.

Objective 1.1: Capital Facilities Needs. The Capital Improvements Element shall be updated annually to meet the City's existing and projected needs for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities.

Policy 1.1.1: The implementation of the Capital Improvements Element shall be monitored annually during the City's budget process.

Policy 1.1.2: Capital improvements identified and proposed within each individual element of the comprehensive plan shall be consistent with those proposed in the Five- Year Schedule of Capital Improvements. Sources of revenue identified within the Capital Improvements Element shall provide direction in expenditures for capital improvements.

Policy 1.1.3: The City's debt service shall not exceed 20 percent of annually budgeted revenues.

Policy 1.1.4: The City shall reserve enterprise fund surpluses, unless otherwise indicated, for major capital expenditures.

Policy 1.1.5: Efforts shall be made to secure grants or private funds whenever available to implement the Capital Improvements Element.

Policy 1.1.6: The City shall continue to require collection and utilization of a proportion of impact fees under the auspices of Lake County, and to develop, adopt and implement City impact fees for the purpose of subsidizing the costs of public facility improvements.

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as **Appendix A** of this element), to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.1: The concurrency evaluation system shall measure the potential impact of any development proposal on the established minimum acceptable level of service (LOS) standards for sanitary sewer, solid waste, stormwater, potable water, parks and recreation and transportation facilities, unless the development is exempt from the review requirements of the Concurrency Management System.

Policy 1.2.2: No development permit or order shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation in the adopted Concurrency Management System.

Policy 1.2.3: The City shall require all public and private capital facilities to provide service at the LOS standards adopted in this comprehensive plan for previously vested, existing and future permitted development. These capital facilities shall be provided concurrently with the impacts of development based on the minimum requirements in the City's adopted Concurrency Management System.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be as follows:
 - “C” for US 27/SR 25, which is a strategic intermodal system (SIS)
 - “D” for SR 50
 - “D” for all minor arterials and collectors
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is ~~220~~⁴⁸⁵ gallons per capita per day.
- The LOS standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The LOS standards for *Stormwater Management* facilities developed within the City are as follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board's Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.

Policy 1.2.5: The City shall monitor the availability of public facilities and services through: 1) the maintenance of a cumulative record of the LOS allocations permitted by the approval of development orders relative to the operating LOS for the applicable public facilities and services for which LOS standards have been established; the maintenance of a record of all applicable public facility and service capacities that have been reserved as a result of approved capacity reservation; and the preparation of an annual report concerning the status of all LOS and capacities.

Objective 1.3: New Development. The City shall ensure that new developments share a proportionate share of the costs required to maintain adopted LOS standards through the

assessment of impact fees or developer contributions, dedications and/or construction of capital facilities necessary to serve new development as required in other elements of this plan.

Policy 1.3.1: New development shall be responsible for installing all internal water and sewer systems, traffic circulation systems and internal recreation/open space facilities within the development. In addition, connections of internal systems to the City's designated water and sewer systems and traffic circulation network shall be the financial responsibility of the developer.

Policy 1.3.2: All development order applications shall be evaluated as to the impact of the development on capital facilities and the operation and maintenance of those facilities. The evaluation shall include, but not be limited to, the following:

- Expected capital costs, including the installation of required new facilities that are related to the development.
- Expected operation and maintenance costs associated with the new facilities required by the development.
- Anticipated revenues from the development, including impact fees, user fees and future taxes.

Policy 1.3.3: The land development regulations shall continue to require land dedication, payment-in-lieu-of-dedication or other forms of impact exaction as a requirement of land development to secure easements for utility and traffic circulation systems.

Policy 1.3.4: The City, through adoption and implementation of land development regulations, comprehensive plan goals, objectives and policies, impact fees, other impact exactions, implementation of the annual budget and five-year capital improvements schedule, shall ensure the availability of public facilities and services concurrent with the impacts of development. Development shall not be approved unless the necessary infrastructure items and services are available subsequent to plan adoption.

Policy 1.3.5: The City shall continue to participate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) in the transportation impact fee program or shall adopt and implement a schedule of City impact fees to ensure that new development provides a pro rata share of the costs required to finance public facility improvements necessitated by such development.

Policy 1.3.6: When applicable, the City may require a developer to execute a development agreement and/or develop a proposed project in phases to ensure the timely and appropriate installation of needed capital facilities to service new development. Such agreements will be executed under the City's constitutional home rule power and will follow the procedures set forth in Chapter 163.3220, Florida Statutes.

Objective 1.4: Evaluation of Capital Projects. The City's capital projects shall be evaluated to determine if they meet prioritization criteria and consistency with adopted level of service standards and/or public need.

Policy 1.4.1: The City's finance director shall prepare a Five-Year Capital Improvement Program annually along with the City's annual budget, which shall address all capital needs of the City.

Policy 1.4.2: As part of the annual budgeting process, the City Council, city manager and department directors shall participate in a capital facilities planning process to evaluate and rank projects proposed for inclusion in the Five-Year Schedule of Capital Improvements, based on the following criteria:

- Whether the project is needed to protect the public health and safety, fulfill the City's legal commitment to provide facilities and services or preserve or achieve full use of existing facilities.
- Whether the project increases efficiency or use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes infill development.
- Whether the project represents a logical extension of facilities and service from the City to the Lake County/Clermont Joint Planning Area, or is compatible with applicable plans of state agencies or that may provide public facilities within the City's jurisdiction.
- Whether the project is coordinated with major projects of other state agencies and adjacent jurisdictions.
- Whether the project implements the policies of the comprehensive plan pertaining to concurrency requirements.
- Whether the project is financially feasible.

Policy 1.4.3: Requests for capital projects shall be evaluated on their impact on the City budget and the financial feasibility of the project based on the following criteria:

- The finance director shall determine if the capital project can be funded from existing cash, future revenues or through borrowing. In addition, the finance director shall assign revenue sources to fund the project.
- The finance director shall prepare a report evaluating the funding options, the effect of the improvement on future revenues and the effect of the improvement on operation and maintenance costs.

Objective 1.5: Debt Management. The City shall adopt policies and procedures which address the management and utilization of debt for capital project financing. The City will use line-of-credit borrowing or bond anticipation notes for specific construction projects and shall issue revenue-pledged debt at the completion of construction only if current funds are not adequate to pay for construction.

Policy 1.5.1: The use of revenue bonds as a debt instrument shall be evaluated based on the following criteria:

- Debt will not be issued to finance normal repairs and maintenance.
- Debt can be issued to make renovations, updates, modernizations and rehabilitations provided that the expenditures extend the useful life of the capital asset.
- The maximum ratio of total debt service (principal and interest) to total revenue shall be that percentage deemed most beneficial to the City as determined by the City's financial advisors and its bond counsel based upon criteria set by the rating agencies and credit enhancement organizations.

- The impact of principal and interest revenue bond payments on the operation and maintenance of the affected utility and/or department will not require deferring the current maintenance of existing infrastructure.
- The impact of bond covenants and restrictions on the City's method of accounting for depreciation shall be evaluated, as well as the impact of any reserve account restrictions on the operation and maintenance of the affected utility and/or department.
- Cash restricted due to bond and grant covenants will be budgeted in accordance with the terms of the covenants.
- Capitalized repairs of existing infrastructure will be paid from funds restricted by debt covenants and current revenues. Debt will not be issued to finance capitalized repairs.

Policy 1.5.2: The use of tax revenues as a pledge for the repayment of debt shall be evaluated based on the following criteria:

- A five-year projection of revenues from all taxes shall be prepared and updated annually as a part of the City's budget process. An analysis of historic and future trends in the tax revenue stream will be a part of the projection process.
- At the time of issuance of new debt, a review shall be conducted to ensure that the maximum amount of general government debt shall not exceed 20 percent of the City's annually budgeted revenues.

Policy 1.5.3: The City may use long-term capital lease payments on lease purchases for capital projects identified within this element, provided adequate debt service requirements are provided.

Objective 1.6: Schedule of Capital Improvements. In order to maintain adopted LOS standards, the City shall coordinate land use decisions and available or projected fiscal resources to correct existing deficiencies identified in the comprehensive plan, accommodate desired future growth and replace worn out or obsolete facilities through the annual adoption of a Five-Year Schedule of Capital Improvements.

Policy 1.6.1: Capital projects included in the Five-Year Schedule of Capital Improvements shall be defined as those projects identified within the comprehensive plan that are necessary to maintain adopted LOS standards including increasing the capacity or efficiency of existing facilities and/or replacing failing facilities.

Policy 1.6.2: The City of Clermont adopts by reference the Five-Year Facilities Master Plan FY 2016-2020 as formally adopted by the Lake County School Board on September 14, 2015 and as amended, into the City's Five-Year Schedule of Capital Improvements

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B** of this element, which will be updated on an annual basis.

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.

(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]

(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:

1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and

a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or

b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]

(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)-(7) of this section.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:

a. The estimated date of commencement of actual construction and the estimated date of project completion.

b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or

3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or

4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]

5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]

6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time-frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.

(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:

1. For district-wide concurrency service areas:

a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix B

City of Clermont Five-Year Schedule of Capital Improvements, FY ~~2023-2027~~ ~~2015-2016 to 2020-2021~~ ^(amended Dec. 8, 2015 Ord. 2015-76)

CITY OF CLERMONT, FLORIDA FISCAL YEAR 2022						
FIVE YEAR CAPITAL PLAN						
Comprehensive Plan Element/Project	Funding Source	2023	2024	2025	2026	2027
STORMWATER MANAGEMENT						
Replacement vehicles	Stormwater Fund	-	-	-	-	119,000
Minnehaha Basin stormwater improvements	Stormwater Fund	500,000	-	-	-	-
POTABLE WATER						
Replacement vehicles-water	Water Fund	-	65,000	102,000	62,500	-
Alternative water south lake water initiative	Water Fund	100,000	100,000	100,000	100,000	100,000
East water system looping des. & const.	Water Fund	400,000	100,000	400,000	100,000	400,000
West water system improvements des. & cons	Water Fund	400,000	100,000	400,000	100,000	400,000
SANITARY SEWER						
Lift station wet well lining	Sewer Fund	60,000	60,000	50,000	50,000	-
Lift station electrical rehab	Sewer Fund	80,000	80,000	50,000	50,000	50,000
Replacement vehicles-sewer	Sewer Fund	-	-	-	73,000	119,000
Lift station pump replacement	Sewer Fund	400,000	200,000	200,000	100,000	50,000
West side gravity main lining	Sewer Fund	-	500,000	-	-	-
Lateral / manhole lining	Sewer Fund	100,000	100,000	-	50,000	50,000
Wastewater Treatment Facility expansion	Sewer Impact Fees	15,150,000	-	-	-	-

PARKS AND RECREATION						
Mainstage telescopic seating	Infrastructure Fund	630,000	-	-	-	-
4 light poles waterfront park	Infrastructure Fund	100,000	-	-	-	-
Hancock park soccer field 2	Infrastructure Fund	147,015	-	-	-	-
Pool storage building renovation	Infrastructure Fund	70,000	-	-	-	-
ARC 10 led lighting fixtures & poles north lot	Infrastructure Fund	50,000	-	-	-	-
ARC dog park	Recreation Impact Fees	350,000	-	-	-	-
Resod athletic fields	Infrastructure Fund	163,350	54,563	109,125	109,125	54,563
ARC multipurpose field	Infrastructure Fund	159,015	-	-	-	-
ARC aquatics upgrade	Infrastructure Fund	1,156,731	-	-	-	-
ARC shade structure & outdoor classroom	Recreation Impact Fees	120,000	-	-	-	-
ARC walking trail recreation area	Recreation Impact Fees	60,000	-	-	-	-
ARC replace roof	Infrastructure Fund	-	-	-	-	506,500
TOTALS		20,196,111	1,359,563	1,411,125	794,625	1,849,063



CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER XIII
CAPITAL IMPROVEMENTS ELEMENT

Adopted June 23, 2009

Amended Nov. 24, 2009

Amended Jan. 11, 2011

Amended Jan. 24, 2012

Amended Feb. 26, 2013

Amended May 27, 2014

Amended December 8, 2015

Amended: May 10, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER XIII CAPITAL IMPROVEMENTS

GOAL 1: Through the use of sound fiscal policies and the adoption of a financially feasible Five-Year Schedule of Capital Improvements, the City shall ensure the timely and efficient provision of public facilities for all existing and future development.

Objective 1.1: Capital Facilities Needs. The Capital Improvements Element shall be updated annually to meet the City's existing and projected needs for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities.

Policy 1.1.1: The implementation of the Capital Improvements Element shall be monitored annually during the City's budget process.

Policy 1.1.2: Capital improvements identified and proposed within each individual element of the comprehensive plan shall be consistent with those proposed in the Five- Year Schedule of Capital Improvements. Sources of revenue identified within the Capital Improvements Element shall provide direction in expenditures for capital improvements.

Policy 1.1.3: The City's debt service shall not exceed 20 percent of annually budgeted revenues.

Policy 1.1.4: The City shall reserve enterprise fund surpluses, unless otherwise indicated, for major capital expenditures.

Policy 1.1.5: Efforts shall be made to secure grants or private funds whenever available to implement the Capital Improvements Element.

Policy 1.1.6: The City shall continue to require collection and utilization of a proportion of impact fees under the auspices of Lake County, and to develop, adopt and implement City impact fees for the purpose of subsidizing the costs of public facility improvements.

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as **Appendix A** of this element), to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.1: The concurrency evaluation system shall measure the potential impact of any development proposal on the established minimum acceptable level of service (LOS) standards for sanitary sewer, solid waste, stormwater, potable water, parks and recreation and transportation facilities, unless the development is exempt from the review requirements of the Concurrency Management System.

Policy 1.2.2: No development permit or order shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation in the adopted Concurrency Management System.

Policy 1.2.3: The City shall require all public and private capital facilities to provide service at the LOS standards adopted in this comprehensive plan for previously vested, existing and future permitted development. These capital facilities shall be provided concurrently with the impacts of development based on the minimum requirements in the City's adopted Concurrency Management System.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be as follows:
 - “C” for US 27/SR 25, which is a strategic intermodal system (SIS)
 - “D” for SR 50
 - “D” for all minor arterials and collectors
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is 220 gallons per capita per day.
- The LOS standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The LOS standards for *Stormwater Management* facilities developed within the City are as follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board's Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.

Policy 1.2.5: The City shall monitor the availability of public facilities and services through: 1) the maintenance of a cumulative record of the LOS allocations permitted by the approval of development orders relative to the operating LOS for the applicable public facilities and services for which LOS standards have been established; the maintenance of a record of all applicable public facility and service capacities that have been reserved as a result of approved capacity reservation; and the preparation of an annual report concerning the status of all LOS and capacities.

Objective 1.3: New Development. The City shall ensure that new developments share a proportionate share of the costs required to maintain adopted LOS standards through the

assessment of impact fees or developer contributions, dedications and/or construction of capital facilities necessary to serve new development as required in other elements of this plan.

Policy 1.3.1: New development shall be responsible for installing all internal water and sewer systems, traffic circulation systems and internal recreation/open space facilities within the development. In addition, connections of internal systems to the City's designated water and sewer systems and traffic circulation network shall be the financial responsibility of the developer.

Policy 1.3.2: All development order applications shall be evaluated as to the impact of the development on capital facilities and the operation and maintenance of those facilities. The evaluation shall include, but not be limited to, the following:

- Expected capital costs, including the installation of required new facilities that are related to the development.
- Expected operation and maintenance costs associated with the new facilities required by the development.
- Anticipated revenues from the development, including impact fees, user fees and future taxes.

Policy 1.3.3: The land development regulations shall continue to require land dedication, payment-in-lieu-of-dedication or other forms of impact exaction as a requirement of land development to secure easements for utility and traffic circulation systems.

Policy 1.3.4: The City, through adoption and implementation of land development regulations, comprehensive plan goals, objectives and policies, impact fees, other impact exactions, implementation of the annual budget and five-year capital improvements schedule, shall ensure the availability of public facilities and services concurrent with the impacts of development. Development shall not be approved unless the necessary infrastructure items and services are available subsequent to plan adoption.

Policy 1.3.5: The City shall continue to participate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) in the transportation impact fee program or shall adopt and implement a schedule of City impact fees to ensure that new development provides a pro rata share of the costs required to finance public facility improvements necessitated by such development.

Policy 1.3.6: When applicable, the City may require a developer to execute a development agreement and/or develop a proposed project in phases to ensure the timely and appropriate installation of needed capital facilities to service new development. Such agreements will be executed under the City's constitutional home rule power and will follow the procedures set forth in Chapter 163.3220, Florida Statutes.

Objective 1.4: Evaluation of Capital Projects. The City's capital projects shall be evaluated to determine if they meet prioritization criteria and consistency with adopted level of service standards and/or public need.

Policy 1.4.1: The City's finance director shall prepare a Five-Year Capital Improvement Program annually along with the City's annual budget, which shall address all capital needs of the City.

Policy 1.4.2: As part of the annual budgeting process, the City Council, city manager and department directors shall participate in a capital facilities planning process to evaluate and rank projects proposed for inclusion in the Five-Year Schedule of Capital Improvements, based on the following criteria:

- Whether the project is needed to protect the public health and safety, fulfill the City's legal commitment to provide facilities and services or preserve or achieve full use of existing facilities.
- Whether the project increases efficiency or use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes infill development.
- Whether the project represents a logical extension of facilities and service from the City to the Lake County/Clermont Joint Planning Area, or is compatible with applicable plans of state agencies or that may provide public facilities within the City's jurisdiction.
- Whether the project is coordinated with major projects of other state agencies and adjacent jurisdictions.
- Whether the project implements the policies of the comprehensive plan pertaining to concurrency requirements.
- Whether the project is financially feasible.

Policy 1.4.3: Requests for capital projects shall be evaluated on their impact on the City budget and the financial feasibility of the project based on the following criteria:

- The finance director shall determine if the capital project can be funded from existing cash, future revenues or through borrowing. In addition, the finance director shall assign revenue sources to fund the project.
- The finance director shall prepare a report evaluating the funding options, the effect of the improvement on future revenues and the effect of the improvement on operation and maintenance costs.

Objective 1.5: Debt Management. The City shall adopt policies and procedures which address the management and utilization of debt for capital project financing. The City will use line-of-credit borrowing or bond anticipation notes for specific construction projects and shall issue revenue-pledged debt at the completion of construction only if current funds are not adequate to pay for construction.

Policy 1.5.1: The use of revenue bonds as a debt instrument shall be evaluated based on the following criteria:

- Debt will not be issued to finance normal repairs and maintenance.
- Debt can be issued to make renovations, updates, modernizations and rehabilitations provided that the expenditures extend the useful life of the capital asset.
- The maximum ratio of total debt service (principal and interest) to total revenue shall be that percentage deemed most beneficial to the City as determined by the City's financial advisors and its bond counsel based upon criteria set by the rating agencies and credit enhancement organizations.

- The impact of principal and interest revenue bond payments on the operation and maintenance of the affected utility and/or department will not require deferring the current maintenance of existing infrastructure.
- The impact of bond covenants and restrictions on the City's method of accounting for depreciation shall be evaluated, as well as the impact of any reserve account restrictions on the operation and maintenance of the affected utility and/or department.
- Cash restricted due to bond and grant covenants will be budgeted in accordance with the terms of the covenants.
- Capitalized repairs of existing infrastructure will be paid from funds restricted by debt covenants and current revenues. Debt will not be issued to finance capitalized repairs.

Policy 1.5.2: The use of tax revenues as a pledge for the repayment of debt shall be evaluated based on the following criteria:

- A five-year projection of revenues from all taxes shall be prepared and updated annually as a part of the City's budget process. An analysis of historic and future trends in the tax revenue stream will be a part of the projection process.
- At the time of issuance of new debt, a review shall be conducted to ensure that the maximum amount of general government debt shall not exceed 20 percent of the City's annually budgeted revenues.

Policy 1.5.3: The City may use long-term capital lease payments on lease purchases for capital projects identified within this element, provided adequate debt service requirements are provided.

Objective 1.6: Schedule of Capital Improvements. In order to maintain adopted LOS standards, the City shall coordinate land use decisions and available or projected fiscal resources to correct existing deficiencies identified in the comprehensive plan, accommodate desired future growth and replace worn out or obsolete facilities through the annual adoption of a Five-Year Schedule of Capital Improvements.

Policy 1.6.1: Capital projects included in the Five-Year Schedule of Capital Improvements shall be defined as those projects identified within the comprehensive plan that are necessary to maintain adopted LOS standards including increasing the capacity or efficiency of existing facilities and/or replacing failing facilities.

Policy 1.6.2: The City of Clermont adopts by reference the Five-Year Facilities Master Plan FY 2016-2020 as formally adopted by the Lake County School Board on September 14, 2015 and as amended, into the City's Five-Year Schedule of Capital Improvements

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B** of this element, which will be updated on an annual basis.

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.

(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]

(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:

1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and

a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or

b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]

(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)-(7) of this section.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:

a. The estimated date of commencement of actual construction and the estimated date of project completion.

b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or

3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or

4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]

5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]

6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time-frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.

(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:

1. For district-wide concurrency service areas:

a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix B

City of Clermont Five-Year Schedule of Capital Improvements, FY 2023-2027

CITY OF CLERMONT, FLORIDA FISCAL YEAR 2022						
FIVE YEAR CAPITAL PLAN						
Comprehensive Plan Element/Project	Funding Source	2023	2024	2025	2026	2027
STORMWATER MANAGEMENT						
Replacement vehicles	Stormwater Fund	-	-	-	-	119,000
Minnehaha Basin stormwater improvements	Stormwater Fund	500,000	-	-	-	-
POTABLE WATER						
Replacement vehicles-water	Water Fund	-	65,000	102,000	62,500	-
Alternative water south lake water initiative	Water Fund	100,000	100,000	100,000	100,000	100,000
East water system looping des. & const.	Water Fund	400,000	100,000	400,000	100,000	400,000
West water system improvements des. & cons	Water Fund	400,000	100,000	400,000	100,000	400,000
SANITARY SEWER						
Lift station wet well lining	Sewer Fund	60,000	60,000	50,000	50,000	-
Lift station electrical rehab	Sewer Fund	80,000	80,000	50,000	50,000	50,000
Replacement vehicles-sewer	Sewer Fund	-	-	-	73,000	119,000
Lift station pump replacement	Sewer Fund	400,000	200,000	200,000	100,000	50,000
West side gravity main lining	Sewer Fund	-	500,000	-	-	-
Lateral / manhole lining	Sewer Fund	100,000	100,000	-	50,000	50,000
Wastewater Treatment Facility expansion	Sewer Impact Fees	15,150,000	-	-	-	-

PARKS AND RECREATION						
Mainstage telescopic seating	Infrastructure Fund	630,000	-	-	-	-
4 light poles waterfront park	Infrastructure Fund	100,000	-	-	-	-
Hancock park soccer field 2	Infrastructure Fund	147,015	-	-	-	-
Pool storage building renovation	Infrastructure Fund	70,000	-	-	-	-
ARC 10 led lighting fixtures & poles north lot	Infrastructure Fund	50,000	-	-	-	-
ARC dog park	Recreation Impact Fees	350,000	-	-	-	-
Resod athletic fields	Infrastructure Fund	163,350	54,563	109,125	109,125	54,563
ARC multipurpose field	Infrastructure Fund	159,015	-	-	-	-
ARC aquatics upgrade	Infrastructure Fund	1,156,731	-	-	-	-
ARC shade structure & outdoor classroom	Recreation Impact Fees	120,000	-	-	-	-
ARC walking trail recreation area	Recreation Impact Fees	60,000	-	-	-	-
ARC replace roof	Infrastructure Fund	-	-	-	-	506,500
TOTALS		20,196,111	1,359,563	1,411,125	794,625	1,849,063



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/11/2021
Order Number:	6398536
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	85.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/18/2021 - 02/07/2022	Govt Public Notices
LEE dailycommercial.com	2	10/18/2021 - 02/07/2022	Govt Public Notices

Total Order Confirmation

\$258.20

Ad Preview

CITY OF CLERMONT NOTICE OF PROPOSED AMEND- MENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2022-003

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, November 2, 2021 at 6:30 PM before the Planning and Zoning Commission and before the City Council on Tuesday, December 14, 2021 at 6:30 PM for a transmittal hearings, and on Tuesday, February 22, 2022 at 6:30 PM for a final adoption hearing to consider proposed changes to the City's adopted comprehensive plan.

ORDINANCE #2022-003:

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 GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; 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.

The public hearing will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (First Floor, 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 hearing 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 hearing.

Tracy Ackroyd Howe, MMC
City Clerk

6398536
October 18, 2021 &
February 07, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-004 <i>Final</i> <i>Potable Water Element Amendment</i>		
Requested Action		
Staff recommends approval of Ordinance 2022-004.		
Staff Report		
This adoption hearing is for the Comprehensive Plan Text Amendment for the updated Potable Water Element. The Potable Water Element is being updated to reflect changes revolving around the regional water supply plan. The City Council approved the transmittal of this element on February 22 and tabled the final hearing until May 10. The proposed amendment was sent to the state reviewing agencies for review. The City received 3 responses from the reviewing agencies that indicated no adverse impacts were anticipated from the adoption of this element and no recommended changes were suggested. Therefore, staff recommends approval of Ordinance No. 2022-004, the Potable Water Element.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-004 Potable Water (02.09.2022 V3)	Ord 2022-004 Potable Water (02.09.2022 V3).pdf	
2. 22-01ESR Agency Responses	22-01ESR Agency Responses.pdf	
3. Potable Water Attachment A Element REDLINED 2.9.22	Potable Water Attachment A Element REDLINED 2.9.22.pdf	
4. Potable Water Attachment A Element CLEAN 2.9.22	Potable Water Attachment A Element CLEAN 2.9.22.pdf	
5. Appendix A - 2021 WATER SUPPLY FACILITIES WORK PLAN.9.19.2021	Appendix A - 2021 WATER SUPPLY FACILITIES WORK PLAN.9.19.2021.pdf	
6. 2022-004 Potable Water Legal ad	2022-004 Potable Water Legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-004

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 GOALS, OBJECTIVES AND POLICIES OF THE POTABLE WATER ELEMENT OF THE COMPREHENSIVE PLAN; 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.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, 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 Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

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

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Potable Water Element is hereby amended as shown in Exhibit A.

SECTION 2: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2022-004

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/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: PUBLICATION AND EFFECTIVE DATE

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.



CITY OF CLERMONT
ORDINANCE NO. 2022-004

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of May, 2022.

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 PLAN**

**CHAPTER VII
POTABLE WATER ELEMENT**

Adopted: June 23, 2009
Amended: January 12, 2010
Amended: February 22, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER VII
POTABLE WATER

GOAL 1: To plan for and assure an adequate supply of excellent quality potable water to meet the needs of all residents and non-residential establishments within the City of Clermont and within the City's utility service area throughout the 2031 planning timeframe.

Objective 1.1: Maintain Level of Service. Based upon the adopted level of service standard, the City shall annually adopt programs and activities to correct existing deficiencies and maintain the public water system.

Policy 1.1.1: The City's level of service (LOS) standard for potable water supply shall be 220 gallons per capita per day (gpcd).

Policy 1.1.2: The City shall maintain potable water supply facilities as required to maintain the adopted LOS standard.

Policy 1.1.3: The City shall review water fee methodology and user rates to ensure adequate funding for treatment, storage and distribution facilities.

Policy 1.1.4: All improvements and/or additions to potable water facilities to correct deficiencies shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental Protection (FDEP) and shall be adequate to meet the adopted LOS standard.

Policy 1.1.5: User fees shall cover the full cost of operating and maintaining the City watersystem, including debt service.

Policy 1.1.6: The City shall maintain a Water Supply Facilities Work Plan that is consistent with the most recently adopted SJRWMD regional water supply plan to address water supply sources and related facilities necessary to meet the existing and projected demand within the City's utility service area.

Policy 1.1.7: The City shall pursue the following water supply strategies consistent with its Water Supply Facilities Work Plan and with the goals, objectives and policies in this element and other elements of the comprehensive plan:

- Continue to safely maximize groundwater supplies consistent with the most recently approved SJRWMD consumptive use permit constraints.
- Explore the use of alternative water supply sources, particularly the South Lake County Wellfield-Distributed Lower Floridian well project.
- Continue to implement the water conservation strategies in this element to reduce system-wide potable water demand through the 2031 planning timeframe.
-

Objective 1.2: Future Potable Water Needs. Based on population projections and analysis in the City's Water Supply Facilities Work Plan (included as Appendix A of this element), the City shall ensure the supply and treatment of safe potable water through the 2031 planning timeframe to meet the adopted LOS standard as well as the requirements of the Water Supply Facilities Work Plan and the SJRWMD water supply plan as updated. *(Amended Jan. 12, 2010, Ord. 625-M)*

Policy 1.2.1: Based on the adopted LOS standard, the City will develop capacity to meet future demands concurrent with new development.

Policy 1.2.2: The City shall maintain a potable water utility master plan and shall update the plan every five years. The master plan will be used to implement the Five-Year Schedule of Capital Improvements to ensure potable water projects are prioritized based on maximum efficiency and cost-effectiveness to meet the demands of future growth.

Policy 1.2.3: The City's Utilities department shall continue to pursue alternative funding sources and participate with adjacent jurisdictions to plan and construct efficient potable water systems. Specifically, the City shall pursue funding from the St. Johns River Water Management District (SJRWMD) water protection and sustainability program and the FDEP clean water state revolving fund.

Objective 1.3: Service Area Development. The City shall prioritize the extension of existing potable water facilities and the construction of new facilities within its utility service area in a manner that discourages leapfrog development and urban sprawl.

Policy 1.3.1: With the exception of those areas served by Lake Utility Services, Inc. and Florida Utility Group, the City shall be the sole supplier of potable water to residents and non-residential establishments within the City's utility service area..

Policy 1.3.2: The City shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.

Policy 1.3.3: The City shall rehabilitate and reuse existing public water facilities as an alternative to new construction when rehabilitation and reuse is cost-effective.

Policy 1.3.4: Before supplying potable water to developments located in the utility service area, the City may require that the development be annexed into the City.

Policy 1.3.5: The City may provide wholesale potable water service to other cities and the county by written agreement.

Policy 1.3.6: The City shall continue to maximize the use of the existing public water treatment facilities connected to the central water system.

Policy 1.3.7: The City shall require all new development to demonstrate concurrency with the adopted LOS standard.

Policy 1.3.8: The City shall require that new developments extend potable water distribution and reclaimed lines along the entire property boundary for future connection to adjacent properties.

Policy 1.3.9: The City shall discourage urban sprawl through the following activities:

- The City shall require all new developments within the City limits to connect to the City's central potable water system.

- The City will coordinate with the county to ensure that all new development within the City's utility service area shall connect to the City's water system where feasible.
- Where connection to the City's water system is not feasible within the unincorporated county portion of the utility service area, the City shall coordinate with the county to ensure that all new developments will install dry lines for future connection to the City's system.

-

-

- To areas contiguous to the City limits, but outside the designated water service area. This shall be after annexation and if capacity is available; and

-

Policy 1.4.2: The City shall implement a water-conserving rate structure.

Policy 1.4.3: The City shall require the use of water-conserving plumbing fixtures in all new development and shall consider the use of incentive programs to encourage retrofits for existing buildings.

Policy 1.4.4: The City shall comply with conservation efforts outlined in the most recently issued consumptive use permit from the SJRWMD.

Policy 1.4.5: The City shall require the installation of dual-water lines and meters in all new developments served by the City's water system to distribute potable and reclaimed water even if reclaimed water is not yet available.

Policy 1.4.6: All new developments that abut existing or planned routes of the City's reclaimed water distribution system will be required to either connect to the system prior to occupancy or provide dry lines for future connection.

Policy 1.4.7: The City shall implement an employee and customer water-conservation education program.

Policy 1.4.8: The City shall require the use of reclaimed water in place of potable water for irrigation and other nonpotable needs when such nonpotable supply is available.

Objective 1.5: Landscape Irrigation and Florida-Friendly Design Standards. The City shall encourage or require, depending on standards established in the Land Development Code, low-impact landscape and irrigation system design to conserve the City's potable water resources.

Policy 1.5.1: The City's land development regulations shall encourage, or in some cases require, the following landscape design criteria:

- Existing vegetated areas shall be preserved and incorporated into the design;
- Plants shall be appropriate for site conditions, taking into account that, in some cases, soil improvements can enhance water use efficiency;
- The percentage of landscaped areas in irrigated high-water-use zones should be minimized; however, these limits should not apply to landscaped areas requiring larger amounts of turf for their primary functions such as ball fields and playgrounds.

Policy 1.5.2: Irrigation systems shall be designed in a manner that considers soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of impervious surfaces and other non-vegetated areas, and off-site runoff, and they shall be designed to provide the following where feasible:

- Use of the lowest water quality feasible;
-
- Controller systems shall be required, when feasible, to provide the following minimum capabilities;
 - Ability to be programmed in minutes, by day of the week, season and time of day;
 - Operational flexibility to meet year-round water conservation requirements and temporary water shortages; and
 - Ability to minimize free-flow conditions in case of damage or other mechanical failure.

Objective 1.6: Fire Protection Capabilities. The City shall provide adequate delivery and distribution of potable water to meet fire protection demand within the utility service area.

Policy 1.6.1: The City shall continue to monitor, evaluate, repair and replace the existing water delivery and distribution system to ensure the system can deliver needed gallon per minute flows to meet fire protection demands.

Policy 1.6.2: The City shall maintain an active water system and fire hydrant mapping and numbering program.

Policy 1.6.3: The City shall establish and maintain a hydraulic model of the City's water distribution network so that the water distribution system can be routinely analyzed with respect to fire flow capabilities.

Policy 1.6.4: The City shall extend water distribution mains to areas within the City's service area and provide adequate fire protection service to residents and non-residential establishments located within the service area, provided that residents/developers participate in the costs.

Policy 1.6.5: The City shall base fire flow levels of service upon delivery pressures of 20 pounds per square inch (psi) residual, minimum fire flows of 500 gallons per minute (gpm) for residential and 1,500 gpm for non-residential and multi-family developments.

Objective 1.7: Protection of Groundwater from Contamination. The City shall perform specific actions during the 2031 planning timeframe to protect water quality by preserving groundwater from contamination.

Policy 1.7.1: The City shall meet or exceed all federal and state water facility regulations that provide for the protection of the environment.

Policy 1.7.2: To protect the quality and quantity of the City's potable water supply, the City will continue to enforce the land development regulations established for the primary and secondary well field protection zones. The primary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 500 feet. The secondary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 1,000 feet.

Objective 1.8: Intergovernmental Coordination. The City shall coordinate with adjacent jurisdictions and applicable state and federal agencies to protect the quality and quantity of its water sources.

Policy 1.8.1: The City shall meet annually with adjacent governments, private utilities, and state and federal agencies to coordinate the provision of potable water services and service area boundaries.

Policy 1.8.2: The City shall coordinate with adjacent jurisdictions and applicable regional, state and federal agencies to educate the community about conservation, sustainable use and protection of the quality and quantity of its water sources.

Policy 1.8.3: The City shall review and update the Water Supply Facilities Work Plan and supporting data and analysis within eighteen months of the update of the SJRWMD regional water supply plan and will amend this element as necessary to incorporate any applicable policies.

Objective 1.9: Maximizing the Use of Existing Public Facilities. The City shall maximize the use of existing potable water facilities.

Policy 1.9.1: The City's Utilities department shall identify, develop and implement a sustainable potable water production, treatment and distribution system by using the highest and best-proven technology possible.

Policy 1.9.2: The City shall continually update a GIS map of the entire potable water system to maintain the potable water system and to anticipate and facilitate system repair.

Policy 1.9.3: The City's Utilities Department shall maintain accurate records of well-water production flows, maintenance, chemical usage and other items related to efficient ongoing water service operation.

April 1, 2022

The Honorable Tim Murrey
Mayor, City of Clermont
695 West Montrose Street
Clermont, Florida 34711

Dear Mayor Murrey:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 22-01ESR) received on March 4, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.
- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Powell". The signature is fluid and cursive, with the first name "Barbara" and last name "Powell" clearly distinguishable.

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure(s): Procedures for Adoption

cc: John Kruse, Planning Manager, City of Clermont
Hugh Harling, Executive Director, East Central Florida Regional Planning Council

John E. Kruse

From: Maiolo, Channing <Channing.Maiolo@dot.state.fl.us>
Sent: Friday, March 18, 2022 9:17 AM
To: John E. Kruse
Cc: 'McClendon, Tim'; Tara McCue; Garcia, Heather; Shams, Steve; Carver, Jennifer; DCPexternalagencycomments@deo.myflorida.com; donna.harris@deo.myflorida.com
Subject: City of Clermont Proposed 22-01ESR Review

March 18, 2022

Mr. John E. Kruse, AICP
Planning Manager
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

Subject: City of Clermont Proposed Comprehensive Plan Amendment 22-01ESR
Response Type: No Remarks

Dear Mr. Kruse,

FDOT has reviewed the transmitted amendment for the City of Clermont. The proposed comprehensive plan amendment is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with the supporting data and analysis, be transmitted within ten working days after the second public hearing for FDOT review. If you have any questions, please do not hesitate to contact me by email at Channing.Maiolo@dot.state.fl.us or 386-943-5457.

Sincerely,



M. Channing Maiolo
Systems Planning Coordinator

cc: Tim McClendon, Lake County
Tara McCue, ECFRPC
Heather Garcia, FDOT
Steve Shams, FDOT
Jennifer Carver, FDOT
D. Ray Eubanks, DEO
Donna Harris, DEO

John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, March 31, 2022 4:31 PM
To: John E. Kruse; dcpexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Clermont 22-01ESR Proposed

To: John Kruse, AICP, Planning Manager

Re: **Clermont 22-01ESR** – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, **the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.**

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER VII
POTABLE WATER ELEMENT

Adopted: June 23, 2009

Amended: January 12, 2010

Amended: May 10, 2022 September 11

Formatted: Underline

Formatted: Underline

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER VII POTABLE WATER

GOAL 1: To plan for and assure an adequate supply of excellent quality potable water to meet the needs of all residents and non-residential establishments within the City of Clermont and within the City's utility service area throughout the ~~2020~~2031 planning timeframe.

Objective 1.1: Maintain Level of Service. Based upon the adopted level of service standard, the City shall annually adopt programs and activities to correct existing deficiencies and maintain the public water system.

Policy 1.1.1: The City's level of service (LOS) standard for potable water supply shall be ~~185~~220 gallons per capita per day (gpcd).

Policy 1.1.2: The City shall ~~repair~~maintain potable water supply facilities as required to maintain the adopted LOS standard.

Policy 1.1.3: The City shall review water fee methodology and user rates to ensure adequate funding for treatment, storage and distribution facilities.

Policy 1.1.4: All improvements and/or additions to potable water facilities to correct deficiencies shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental Protection (FDEP) and shall be adequate to meet the adopted LOS standard.

Policy 1.1.5: User fees shall cover the full cost of operating and maintaining the City water system, including debt service.

Policy 1.1.6: The City shall maintain a Water Supply Facilities Work Plan that is consistent with the most recently adopted SJRWMD ~~district water supply~~regional water supply plan to address water supply sources and related facilities necessary to meet the existing and projected demand within the City's utility service area.

Policy 1.1.7: The City shall pursue the following water supply strategies consistent with its Water Supply Facilities Work Plan and with the goals, objectives and policies in this element and other elements of the comprehensive plan:

- Continue to safely maximize groundwater supplies consistent with the most recently approved SJRWMD consumptive use permit constraints.
- Explore the use of alternative water supply sources, particularly the ~~St. Johns River near DeLand surface water~~South Lake County Wellfield -Distributed Lower Floridan well project.
- Continue to implement the water conservation strategies in this element to reduce system-wide potable water demand through the ~~2020~~2031 planning timeframe.
- Continue to expand the City's reuse system to reduce potable water demand consistent with policies in the Sanitary Sewer Element.

Policy 1.1.8: All proposed land use amendments shall require an analysis of the impacts to the adopted LOS standard and the analysis of adequate planned water supply sources and facilities.

Objective 1.2: Future Potable Water Needs. Based on population projections and analysis in the City's Water Supply Facilities Work Plan (included as Appendix A of this element), the City shall ensure the supply and treatment of safe potable water through the ~~2020~~2031 planning timeframe to meet the adopted LOS standard as well as the requirements of the Water Supply Facilities Work Plan and the SJRWMD water supply plan as updated. (Amended Jan. 12, 2010, Ord. 625-M)

Policy 1.2.1: Based on the adopted LOS standard, the City will develop capacity to meet future demands concurrent with new development.

Policy 1.2.2: The City shall maintain a potable water utility master plan and shall update the plan every five years. The master plan will be used to implement the Five-Year Schedule of Capital Improvements to ensure potable water projects are prioritized based on maximum efficiency and cost-effectiveness to meet the demands of future growth.

Policy 1.2.3: The City's ~~Engineering and~~ Utilities departments shall continue to pursue alternative funding sources and participate with adjacent jurisdictions to plan and construct efficient potable water systems. Specifically, the City shall pursue funding from the St. Johns River Water Management District (SJRWMD) water protection and sustainability program and the FDEP clean water state revolving fund.

~~**Policy 1.2.4:** If economically and technically feasible, the City is considering using a stormwater pond with excess capacity in the range of 10-20 million gallons available to store reclaimed water during wet weather or low demand periods to store reclaimed water purchased in bulk quantities from other utility providers and reuse stormwater flows to supplement reclaimed water supplies.~~ (Amended Jan. 12, 2010, Ord. 625-M)

Objective 1.3: Service Area Development. The City shall prioritize the extension of existing potable water facilities and the construction of new facilities within its utility service area in a manner that discourages leapfrog development and urban sprawl.

Policy 1.3.1: With the exception of those areas served by Lake Utility Services, Inc. and Florida Utility Group, the City shall be the sole supplier of potable water to residents and non-residential establishments within the City's utility service area, ~~which is based on the boundaries established in its August 26, 2003 Joint Planning Area (JPA) agreement with Lake County.~~

Policy 1.3.2: The City shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.

Policy 1.3.3: The City shall rehabilitate and reuse existing public water facilities as an alternative to new construction when rehabilitation and reuse is cost-effective.

Policy 1.3.4: Before supplying potable water to developments located in the utility service area, the City may require that the development be annexed into the City.

Policy 1.3.5: The City may provide wholesale potable water service to other cities and the county by written agreement.

Policy 1.3.6: The City shall continue to maximize the use of the existing public water treatment facilities connected to the central water system.

Policy 1.3.7: The City shall require all new development to demonstrate concurrency with the adopted LOS standard.

Policy 1.3.8: The City shall require that new developments extend potable water distribution and reclaimed lines along the entire property boundary for future connection to adjacent properties.

Policy 1.3.9: The City shall discourage urban sprawl through the following activities:

- The City shall require all new developments within the City limits to connect to the City's central potable water system.
- The City will coordinate with the county to ensure that all new development within the City's utility service area shall connect to the City's water system where feasible.
- Where connection to the City's water system is not feasible within the unincorporated county portion of the utility service area, the City shall coordinate with the county to ensure that all new developments will install dry lines for future connection to the City's system.

Policy 1.3.10: The City shall only provide service to those areas included in the City's delineated utility service area. Throughout the ~~2020~~2031 planning timeframe, the following ranked criteria shall be used by the City to establish priorities for the provision of new potable water services:

- To existing developed areas within the service area that either present an immediate threat to public health or safety or produce serious pollution problems;
- To areas within the designated water service area as identified in the water master plan, capital improvements program, and the City's comprehensive plan;
- To areas contiguous to the City limits, but outside the designated water service area. This shall be after annexation and if capacity is available; and
- To existing developed and undeveloped areas not claimed as service areas by other utilities.

Objective 1.4: Potable Water Conservation. The City shall ensure that its potable water system conserves water and reduces the per capita demand to the minimum possible rate through the ~~2020~~2031 planning timeframe. This shall be accomplished through the implementation of water conservation techniques and programs and through the establishment and use of non-potable water supplies for uses other than drinking water.

Policy 1.4.1: The City shall encourage continuing education of its utilities operating staff to optimize the potable water utility's maintenance and operation processes.

Policy 1.4.2: The City shall implement a water-conserving rate structure.

Policy 1.4.3: The City shall require the use of water-conserving plumbing fixtures in all new development and shall consider the use of incentive programs to encourage retrofits for existing buildings.

Policy 1.4.4: The City shall comply with conservation efforts outlined in the most recently issued consumptive use permit from the SJRWMD.

Policy 1.4.5: The City shall require the installation of dual-water lines and meters in all new developments served by the City's water system to distribute potable and reclaimed water even if reclaimed water is not yet available.

Policy 1.4.6: All new developments that abut existing or planned routes of the City's reclaimed water distribution system will be required to either connect to the system prior to occupancy or provide dry lines for future connection.

Policy 1.4.7: The City shall implement an employee and customer water-conservation education program.

Policy 1.4.8: The City shall require the use of reclaimed water in place of potable water for irrigation and other nonpotable needs when such nonpotable supply is available.

Objective 1.5: Landscape Irrigation and Florida-Friendly Design Standards. The City shall encourage or require, depending on standards established in the Land Development Code, low-impact landscape and irrigation system design to conserve the City's potable water resources.

Policy 1.5.1: The City's land development regulations shall encourage, or in some cases require, the following landscape design criteria:

- Existing vegetated areas shall be preserved and incorporated into the design;
- Plants shall be appropriate for site conditions, taking into account that, in some cases, soil improvements can enhance water use efficiency;
- The percentage of landscaped areas in irrigated high-water-use zones should be minimized; however, these limits should not apply to landscaped areas requiring larger amounts of turf for their primary functions such as ball fields and playgrounds.

Policy 1.5.2: Irrigation systems shall be designed in a manner that considers soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of impervious surfaces and other non-vegetated areas, and off-site runoff, and they shall be designed to provide the following where feasible:

- Use of the lowest water quality feasible;
- Matching precipitation rates for sprinklers and all other emitters in the same water-use zone, except that the design may specify micro-irrigation emitters to meet the requirements of individual plants;
- Controller systems shall be required, when feasible, to provide the following minimum capabilities;
 - Ability to be programmed in minutes, by day of the week, season and time of day;
 - Ability to accommodate multiple start-times and programs;
 - Automatic shut-off after adequate rainfall;
 - Ability to maintain operations during power outages for a minimum of three days;
 - Operational flexibility to meet year-round water conservation requirements and temporary water shortages; and

- o Ability to minimize free-flow conditions in case of damage or other mechanical failure.

Objective 1.6: Fire Protection Capabilities. The City shall provide adequate delivery and distribution of potable water to meet fire protection demand within the utility service area.

Policy 1.6.1: The City shall continue to monitor, evaluate, repair and replace the existing water delivery and distribution system to ensure the system can deliver needed gallon per minute flows to meet fire protection demands.

Policy 1.6.2: The City shall maintain an active water system and fire hydrant mapping and numbering program.

Policy 1.6.3: The City shall establish and maintain a hydraulic model of the City's water distribution network so that the water distribution system can be routinely analyzed with respect to fire flow capabilities.

Policy 1.6.4: The City shall extend water distribution mains to areas within the City's service area and provide adequate fire protection service to residents and non-residential establishments located within the service area, provided that residents/developers participate in the costs.

Policy 1.6.5: The City shall base fire flow levels of service upon delivery pressures of 20 pounds per square inch (psi) residual, minimum fire flows of 500 gallons per minute (gpm) for residential and 1,500 gpm for non-residential and multi-family developments.

Objective 1.7: Protection of Groundwater from Contamination. The City shall perform specific actions during the ~~2020~~2031 planning timeframe to protect water quality by preserving groundwater from contamination.

Policy 1.7.1: The City shall meet or exceed all federal and state water facility regulations that provide for the protection of the environment.

Policy 1.7.2: To protect the quality and quantity of the City's potable water supply, the City will continue to enforce the land development regulations established for the primary and secondary well field protection zones. The primary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 500 feet. The secondary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 1,000 feet.

Objective 1.8: Intergovernmental Coordination. The City shall coordinate with adjacent jurisdictions and applicable state and federal agencies to protect the quality and quantity of its water sources.

Policy 1.8.1: The City shall meet annually with adjacent governments, private utilities, and state and federal agencies to coordinate the provision of potable water services and service area boundaries.

Policy 1.8.2: The City shall coordinate with adjacent jurisdictions and applicable regional, state and federal agencies to educate the community about conservation, sustainable use and protection of the quality and quantity of its water sources.

Policy 1.8.3: The City shall review and update the Water Supply Facilities Work Plan and supporting data and analysis within ~~eighteen months~~^{one year} of the update of the SJRWMD ~~district water supply~~^{regional water supply} plan and will amend this element as necessary to incorporate any applicable policies.

Objective 1.9: Maximizing the Use of Existing Public Facilities. The City shall maximize the use of existing potable water facilities.

Policy 1.9.1: The City's ~~Engineering and~~ Utilities departments shall identify, develop and implement a sustainable potable water production, treatment and distribution system by using the highest and best-proven technology possible.

Policy 1.9.2: The City shall continually update a GIS map of the entire potable water system to maintain the potable water system and to anticipate and facilitate system repair.

Policy 1.9.3: The City's Utilities Department shall maintain accurate records of well-water production flows, maintenance, chemical usage and other items related to efficient ongoing water service operation.



CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER VII
POTABLE WATER ELEMENT

Adopted: June 23, 2009
Amended: January 12, 2010
Amended: May 10, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER VII POTABLE WATER

GOAL 1: To plan for and assure an adequate supply of excellent quality potable water to meet the needs of all residents and non-residential establishments within the City of Clermont and within the City's utility service area throughout the 2031 planning timeframe.

Objective 1.1: Maintain Level of Service. Based upon the adopted level of service standard, the City shall annually adopt programs and activities to correct existing deficiencies and maintain the public water system.

Policy 1.1.1: The City's level of service (LOS) standard for potable water supply shall be 220 gallons per capita per day (gpcd).

Policy 1.1.2: The City shall maintain potable water supply facilities as required to maintain the adopted LOS standard.

Policy 1.1.3: The City shall review water fee methodology and user rates to ensure adequate funding for treatment, storage and distribution facilities.

Policy 1.1.4: All improvements and/or additions to potable water facilities to correct deficiencies shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental Protection (FDEP) and shall be adequate to meet the adopted LOS standard.

Policy 1.1.5: User fees shall cover the full cost of operating and maintaining the City water system, including debt service.

Policy 1.1.6: The City shall maintain a Water Supply Facilities Work Plan that is consistent with the most recently adopted SJRWMD regional water supply plan to address water supply sources and related facilities necessary to meet the existing and projected demand within the City's utility service area.

Policy 1.1.7: The City shall pursue the following water supply strategies consistent with its Water Supply Facilities Work Plan and with the goals, objectives and policies in this element and other elements of the comprehensive plan:

- Continue to safely maximize groundwater supplies consistent with the most recently approved SJRWMD consumptive use permit constraints.
- Explore the use of alternative water supply sources, particularly the South Lake County Wellfield -Distributed Lower Floridan well project.
- Continue to implement the water conservation strategies in this element to reduce system-wide potable water demand through the 2031 planning timeframe.
- Continue to expand the City's reuse system to reduce potable water demand consistent with policies in the Sanitary Sewer Element.

Policy 1.1.8: All proposed land use amendments shall require an analysis of the impacts to the adopted LOS standard and the analysis of adequate planned water supply sources and facilities.

Objective 1.2: Future Potable Water Needs. Based on population projections and analysis in the City's Water Supply Facilities Work Plan (included as Appendix A of this element), the City shall ensure the supply and treatment of safe potable water through the 2031 planning timeframe to meet the adopted LOS standard as well as the requirements of the Water Supply Facilities WorkPlan and the SJRWMD water supply plan as updated. *(Amended Jan. 12, 2010, Ord. 625-M)*

Policy 1.2.1: Based on the adopted LOS standard, the City will develop capacity to meet future demands concurrent with new development.

Policy 1.2.2: The City shall maintain a potable water utility master plan and shall update the plan every five years. The master plan will be used to implement the Five-Year Schedule of Capital Improvements to ensure potable water projects are prioritized based on maximum efficiency and cost-effectiveness to meet the demands of future growth.

Policy 1.2.3: The City's Utilities department shall continue to pursue alternative funding sources and participate with adjacent jurisdictions to plan and construct efficient potable water systems. Specifically, the City shall pursue funding from the St. Johns River Water Management District (SJRWMD) water protection and sustainability program and the FDEP clean water state revolving fund.

Objective 1.3: Service Area Development. The City shall prioritize the extension of existing potable water facilities and the construction of new facilities within its utility service area in a manner that discourages leapfrog development and urban sprawl.

Policy 1.3.1: With the exception of those areas served by Lake Utility Services, Inc. and Florida Utility Group, the City shall be the sole supplier of potable water to residents and non-residential establishments within the City's utility service area..

Policy 1.3.2: The City shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.

Policy 1.3.3: The City shall rehabilitate and reuse existing public water facilities as an alternative to new construction when rehabilitation and reuse is cost-effective.

Policy 1.3.4: Before supplying potable water to developments located in the utility service area, the City may require that the development be annexed into the City.

Policy 1.3.5: The City may provide wholesale potable water service to other cities and the county by written agreement.

Policy 1.3.6: The City shall continue to maximize the use of the existing public water treatment facilities connected to the central water system.

Policy 1.3.7: The City shall require all new development to demonstrate concurrency with the adopted LOS standard.

Policy 1.3.8: The City shall require that new developments extend potable water distribution and reclaimed lines along the entire property boundary for future connection to adjacent properties.

Policy 1.3.9: The City shall discourage urban sprawl through the following activities:

- The City shall require all new developments within the City limits to connect to the City's central potable water system.
- The City will coordinate with the county to ensure that all new development within the City's utility service area shall connect to the City's water system where feasible.
- Where connection to the City's water system is not feasible within the unincorporated county portion of the utility service area, the City shall coordinate with the county to ensure that all new developments will install dry lines for future connection to the City's system.

Policy 1.3.10: The City shall only provide service to those areas included in the City's delineated utility service area. Throughout the 2031 planning timeframe, the following ranked criteria shall be used by the City to establish priorities for the provision of new potable water services:

- To existing developed areas within the service area that either present an immediate threat to public health or safety or produce serious pollution problems;
- To areas within the designated water service area as identified in the water master plan, capital improvements program, and the City's comprehensive plan;
- To areas contiguous to the City limits, but outside the designated water service area. This shall be after annexation and if capacity is available; and
- To existing developed and undeveloped areas not claimed as service areas by other utilities.

Objective 1.4: Potable Water Conservation. The City shall ensure that its potable water system conserves water and reduces the per capita demand to the minimum possible rate throughout the 2031 planning timeframe. This shall be accomplished through the implementation of water conservation techniques and programs and through the establishment and use of non-potable water supplies for uses other than drinking water.

Policy 1.4.1: The City shall encourage continuing education of its utilities operating staff to optimize the potable water utility's maintenance and operation processes.

Policy 1.4.2: The City shall implement a water-conserving rate structure.

Policy 1.4.3: The City shall require the use of water-conserving plumbing fixtures in all new development and shall consider the use of incentive programs to encourage retrofits for existing buildings.

Policy 1.4.4: The City shall comply with conservation efforts outlined in the most recently issued consumptive use permit from the SJRWMD.

Policy 1.4.5: The City shall require the installation of dual-water lines and meters in all new developments served by the City's water system to distribute potable and reclaimed water even if reclaimed water is not yet available.

Policy 1.4.6: All new developments that abut existing or planned routes of the City's reclaimed water distribution system will be required to either connect to the system prior to occupancy or provide dry lines for future connection.

Policy 1.4.7: The City shall implement an employee and customer water-conservation education program.

Policy 1.4.8: The City shall require the use of reclaimed water in place of potable water for irrigation and other nonpotable needs when such nonpotable supply is available.

Objective 1.5: Landscape Irrigation and Florida-Friendly Design Standards. The City shall encourage or require, depending on standards established in the Land Development Code, low-impact landscape and irrigation system design to conserve the City's potable water resources.

Policy 1.5.1: The City's land development regulations shall encourage, or in some cases require, the following landscape design criteria:

- Existing vegetated areas shall be preserved and incorporated into the design;
- Plants shall be appropriate for site conditions, taking into account that, in some cases, soil improvements can enhance water use efficiency;
- The percentage of landscaped areas in irrigated high-water-use zones should be minimized; however, these limits should not apply to landscaped areas requiring larger amounts of turf for their primary functions such as ball fields and playgrounds.

Policy 1.5.2: Irrigation systems shall be designed in a manner that considers soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of impervious surfaces and other non-vegetated areas, and off-site runoff, and they shall be designed to provide the following where feasible:

- Use of the lowest water quality feasible;
- Matching precipitation rates for sprinklers and all other emitters in the same water-use zone, except that the design may specify micro-irrigation emitters to meet the requirements of individual plants;
- Controller systems shall be required, when feasible, to provide the following minimum capabilities;
 - Ability to be programmed in minutes, by day of the week, season and time of day;
 - Ability to accommodate multiple start-times and programs;
 - Automatic shut-off after adequate rainfall;
 - Ability to maintain operations during power outages for a minimum of three days;
 - Operational flexibility to meet year-round water conservation requirements and temporary water shortages; and

- Ability to minimize free-flow conditions in case of damage or other mechanical failure.

Objective 1.6: Fire Protection Capabilities. The City shall provide adequate delivery and distribution of potable water to meet fire protection demand within the utility service area.

Policy 1.6.1: The City shall continue to monitor, evaluate, repair and replace the existing water delivery and distribution system to ensure the system can deliver needed gallon per minute flows to meet fire protection demands.

Policy 1.6.2: The City shall maintain an active water system and fire hydrant mapping and numbering program.

Policy 1.6.3: The City shall establish and maintain a hydraulic model of the City's water distribution network so that the water distribution system can be routinely analyzed with respect to fire flow capabilities.

Policy 1.6.4: The City shall extend water distribution mains to areas within the City's service area and provide adequate fire protection service to residents and non-residential establishments located within the service area, provided that residents/developers participate in the costs.

Policy 1.6.5: The City shall base fire flow levels of service upon delivery pressures of 20 pounds per square inch (psi) residual, minimum fire flows of 500 gallons per minute (gpm) for residential and 1,500 gpm for non-residential and multi-family developments.

Objective 1.7: Protection of Groundwater from Contamination. The City shall perform specific actions during the 2031 planning timeframe to protect water quality by preserving groundwater from contamination.

Policy 1.7.1: The City shall meet or exceed all federal and state water facility regulations that provide for the protection of the environment.

Policy 1.7.2: To protect the quality and quantity of the City's potable water supply, the City will continue to enforce the land development regulations established for the primary and secondary well field protection zones. The primary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 500 feet. The secondary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 1,000 feet.

Objective 1.8: Intergovernmental Coordination. The City shall coordinate with adjacent jurisdictions and applicable state and federal agencies to protect the quality and quantity of its water sources.

Policy 1.8.1: The City shall meet annually with adjacent governments, private utilities, and state and federal agencies to coordinate the provision of potable water services and service area boundaries.

Policy 1.8.2: The City shall coordinate with adjacent jurisdictions and applicable regional, state and federal agencies to educate the community about conservation, sustainable use and protection of the quality and quantity of its water sources.

Policy 1.8.3: The City shall review and update the Water Supply Facilities Work Plan and supporting data and analysis within eighteen months of the update of the SJRWMD regional water supply plan and will amend this element as necessary to incorporate any applicable policies.

Objective 1.9: Maximizing the Use of Existing Public Facilities. The City shall maximize the use of existing potable water facilities.

Policy 1.9.1: The City's Utilities department shall identify, develop and implement a sustainable potable water production, treatment and distribution system by using the highest and best-proven technology possible.

Policy 1.9.2: The City shall continually update a GIS map of the entire potable water system to maintain the potable water system and to anticipate and facilitate system repair.

Policy 1.9.3: The City's Utilities Department shall maintain accurate records of well-water production flows, maintenance, chemical usage and other items related to efficient ongoing water service operation.

Appendix A



WATER SUPPLY FACILITIES WORK PLAN

City of Clermont

September 2021

Table of Contents

TABLE OF CONTENTS	2
EXECUTIVE SUMMARY	4
INTRODUCTION	5
Overview	5
Statutory History.....	6
DATA AND ANALYSIS	8
Background	8
Potable Water System Service Area	8
Agreements related to provision of Water Services	9
Reclaimed Water System Service Area	9
Existing Potable Water Facilities	13
Water Supply Source	13
Storage	14
Potable Water Treatment Facilities	15
Reclaimed Water Treatment Facilities	16
Consumptive Use Permit	17
CAPACITY, SUPPLY AND DEMAND ANALYSIS AND PROJECTIONS	18
Water Supply Capacity	18
Water Demand.....	19
Concurrency Management.....	19
WATER CONSERVATION.....	20
City Initiatives.....	20
Landscaping Code	20

Education Programs	21
Landscape Irrigation Audits	21
Conservation Promoting Water Rates	22
Advanced Meter Infrastructure Water Meters	22
Leak Detection Audits	22
Running Annual Water Budget	22
City Practices and Related Policies	23
SJRWMD COORDINATION	24
CAPITAL IMPROVEMENT PROJECTS.....	24
POTABLE WATER LEVEL OF SERVICE STANDARDS (LOS)	26
WATER SUPPLY STRATEGIES	26
Alternative Water Supply Strategies	26
COMPREHENSIVE PLAN AMENDMENTS.....	27
CONCLUSION.....	27

EXECUTIVE SUMMARY

Consistent with Florida State Statute section 163.3177(6) (C)3, the City of Clermont Water Supply Facilities Work Plan (“Work Plan”) serves as a ten-year strategic plan to address consumer demand, identify alternative and traditional water supply projects, as well as conservation and reuse activities needed to meet the projected future water demands over a ten-year period.

Last updated in 2010, the 2021 update will include pertinent information and best practices from various sources including the Central Florida Water Initiative (CFWI), the St. Johns River Water Management District (SJRWMD) and the City of Clermont. The Work Plan Update builds on previous water related research and includes population projections, water demands, regional and local water resources, water conservation efforts, as well as an analysis of the existing water delivery infrastructure and future capital improvements.

This document includes the actions necessary to ensure that the projected demand for water can be met over a ten-year period. Capital improvement projects will help ensure a resilient and adequate water supply. Also addressed are important conservation and reuse activities, such as irrigation audits and the City’s landscaping and irrigation code. These actions and regulatory activities are anticipated to be important to safeguarding the Floridan Aquifer, reducing adverse impacts, and meeting future water demands for the Clermont community.

The City has been coordinating with a number of regional and local agencies to meet the goals of this Work Plan. At a regional level, the St. Johns River Water Management District works in partnership with the City with regard to permitting and planning. An important innovation is the establishment of the Central Florida Water Initiative (CFWI) in 2009, which serves as an organizing mechanism for the water management districts and other pertinent agencies to work together to coordinate research and planning and consolidated water supply planning efforts to create a regional water supply plan (RWSP) that details needed water supply projects and other associated activities. At a local level, the City of Clermont collaborates with the Cities of Groveland, Minneola, Mascotte and Utilities Inc. of Florida to explore and develop alternative water supply resources for South Lake County. The alternative water supply projects being pursued by the City of Clermont and discussed in this work plan are the Sunburst Lower Floridan Aquifer Wells which are currently under construction. The City of Clermont provides water to the majority of City residents. Other utilities which generally serve small areas of the City include Utilities Inc. of Florida.

Based on the data and analysis, the projected water demands can be met, subject to the continued commitment to the water supply projects and conservation/reuse activities outlined in this document.

INTRODUCTION

The purpose of the City of Clermont Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply and associated facilities needed to serve existing and new development over a ten-year period. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after final approval of the pertinent regional water supply plan(s). This section addresses the Central Florida Water Initiative Regional Water Supply Plan approvals, City of Clermont Water Supply Facilities Work Plan format, statutory history, and the associated regulatory requirements.

Overview

In Florida, water planning efforts have been consolidated over the past decade, and in Central Florida, water supply planning is jointly conducted through the Central Florida Water Initiative, which is comprised of the St. Johns River Water Management District (SJRWMD), the South Florida Water Management District (SFWMD), and the Southwest Florida Water Management District (SWFWMD) and other pertinent agencies (See <http://cfwiwater.com/>). As a result of collaborative efforts since 2009, a consolidated water supply plan has been created for Central Florida.

The City of Clermont is within the SJRWMD jurisdiction, which addresses and manages a broad range of regulatory water reviews and permits. While most residents receive their water from the City of Clermont, some water is supplied by other local utilities, including Utilities Inc. of Florida.

All water management districts have determined that portions of their districts will have insufficient supplies of water from traditional sources (typically groundwater) over the next 20 years to meet the demands of both their growing population and the environment and agriculture. In order to ensure adequate water supplies, the Legislature has established a coordinated planning process between regional water supply plans prepared by the water management districts pursuant to Chapter 373, Florida Statutes (F.S.), and comprehensive plans prepared by local governments pursuant to Chapter 163, Part II, F.S. Under these laws, local governments must address in their comprehensive plans the water supply sources necessary to meet and achieve existing and projected water use demand for the established planning period, considering the applicable regional water supply plan prepared pursuant Section 373.709, F.S. [Section 163.3167(9), F.S.] Section 163.3177(6)(c)3, F.S., requires local governments within areas projected to have insufficient supplies of water from traditional sources to amend their comprehensive plan: (1) to incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to Section 373.709(2)(a) or proposed by the local government under Section. 373.709(8)(b); and (2) to adopt a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including the development of alternative water supply projects and conservation and reuse, which are necessary to serve existing and

new development. Once adopted, the work plan must be updated within 18 months after the water management district updates the regional water supply plan, which typically occurs every five years.

Key to the current update, the Work Plan must address the development of traditional and alternative water supplies, service delivery, as well as conservation and reuse programs necessary to serve existing and new development for at least a 10-year period.

This Work Plan addresses the planning period of 2022-2031. The work plan is adopted by reference into the City's Comprehensive Plan by Policy PWE Objective 1.2, and in accordance with Policy PWE.1.8.3 will be updated every time the water management district governing board approves an updated regional water supply plan that affects the City.

Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 Legislative Session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments.

In November 2020, the respective governing boards of the St. Johns, South Florida, and Southwest Water Management Districts approved the 2020 Central Florida Water Initiative Regional Water Supply Plan (CFWI RWSP). In addition, they required the adoption of an updated Water Supply Facilities Work Plan and related comprehensive plan amendment within 18 months of governing board approval of the 2020 CFWI RWSP.

The CFWI RWSP planning area encompasses all of Orange, Osceola, Polk and Seminole counties and southern Lake County. To promote consistency among local government comprehensive plans and the 2020 CFWI RWSP, Section 163.3177(6)(c)3, Florida Statutes, requires each local government within the CFWI RWSP planning area to amend its comprehensive plan to adopt an updated Water Supply Facilities Work Plan within 18 months of governing board approval of the 2020 CFWI RWSP. For local governments within the CFWI RWSP planning area, updated Water Supply Facilities Work Plans and related comprehensive plan amendments should be adopted by May 2022.

The City of Clermont has considered the following statutory provisions while updating the Water Supply Facilities Work Plan:

1. Coordinate appropriate aspects of the City's Comprehensive Plan with the Central Florida Water Initiative Regional Water Supply Plan [163.3177(4)(a), F.S.].

2. Ensure the City's future land use plan is based upon the availability of adequate water supplies, as well as public facilities and services [163.3177 (6) (a), F.S.]. In particular, data and analysis demonstrating that adequate water supplies and associated public facilities are available to meet projected growth demands and that they are included in each of the Planning Division staff reports addressing proposed Future Land Use Map amendments that increase allowable density and intensity.
3. Ensure that adequate water supplies and potable facilities are available, through the City's Permitting Division development review process, no later than the issuance of a certificate of occupancy (CO) and, if necessary, consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [163.3180 (2), F.S.].
4. Revise the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (i.e., Infrastructure Element, Potable Water Sub-element, etc.) within 18 months of approval of an updated regional water supply plan to: [163.3177(6)(c), F.S.].
 - i. Adopt (include) a water supply facilities work plan covering at least a 10-year planning period for building public, private, and regional water supply facilities necessary to serve existing and new development (demand).
 - ii. Incorporate and identify the alternative water supply project(s) selected by the local government from those projects identified in the regional water supply plan, or alternative project(s) proposed by the local government pursuant to s. 373.709(8)(b), F.S.
 - iii. Identify the traditional and alternative water supply projects and the water conservation and reuse programs necessary to meet water needs identified in the regional water supply plan.
 - iv. The work plan shall be updated, at a minimum, every 5 years within 18 months after approval of an updated regional water supply plan.
5. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider the existing levels of water conservation, use, and protection, the applicable policies of the water management district, and the district's approved regional water supply plan. In the absence of an approved regional water supply plan, the analysis must consider the

district's approved water management plan. [163.3177(6)(d)3, Florida Statutes.]

6. Revise the Capital Improvements Element to identify capital improvements projects to be implemented in the first 5 years of the work plan for which the local government is responsible, including both publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards; and adopt a five-year schedule of capital improvements to include those projects as either funded or unfunded, and if unfunded, assign a level of priority for funding. [163.3177(3)(a)4, Florida Statutes.]
7. Revise the Intergovernmental Coordination Element to adopt principles and guidelines to be used to coordinate the comprehensive plan with the regional water supply authorities (if applicable) and with the applicable regional water supply plan. [163.3177(6)(h)1, Florida Statutes.]
8. During the Evaluation and Appraisal review, determine if comprehensive plan amendments are necessary to reflect statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If necessary, adopt the plan amendments to incorporate the statutory changes as appropriate. [163.3191(1) and (2), Florida Statutes.]

DATA AND ANALYSIS

Background

The City of Clermont is located about 22 miles west of Orlando. The potable water and reclaimed service areas encompasses the entire incorporated limits of the City and much of the surrounding area in unincorporated Lake County. The City's potable water system is comprised of two (2) water treatment plants (WTPs), two (2) elevated storage tanks, two (2) high service wells, and approximately 234 miles of pipes. The City's reclaimed water system is comprised of one (1) wastewater reclamation facility, one (1) master reuse pump station, one (1) reuse augmentation well, and approximately 70 miles of pipe.

Potable Water System Service Area

The City's designated potable water service area is defined by the utility's service area (180-Reserve Area) established pursuant to Chapter 180.02 of the Florida Statutes, and service area agreements with Utilities Inc. of Florida. The City's service area is bounded on the north by the service areas of the Florida Turnpike and the Cities of Groveland and

Minneola. To the east, the service area terminates at the Orange County line. The western and southern boundaries of the service area is the boundary of the 180-Reserve Area.

Within this defined service area are a few smaller utility systems owned by either private entities or not-for-profit entities such as homeowners' associations. Utilities Inc of Florida's water service area extends within the 180-Reserve Area up to Lake Minnehaha west of US 27. Other constraints in the City's service area include approximately 2,700 acres of land owned by Orange County and the City of Orlando for the Water Conserv II project. The extreme western portion of the service area is heavily covered by wetlands and developed properties and is not expected to be an area of significant utility growth. A location map of the City is shown in **Figure 1**.

Agreements related to provision of Water Services

The City has entered into several agreements related to the provision of potable and nonpotable water service. These agreements are listed in Table 1.

Table 1 - Summary of Agreements

Agreement Name	Parties	Description
Settlement Agreement	City of Clermont and Lake Utility Services, Inc.	Establishes boundaries of shared areas for which each entity has the right to provide water and wastewater service
Wastewater Services	City of Clermont and Town of Oakland	Provides for wholesale wastewater treatment services
Wastewater Services	City of Clermont and Town of Monteverde	Provides for wholesale wastewater treatment services

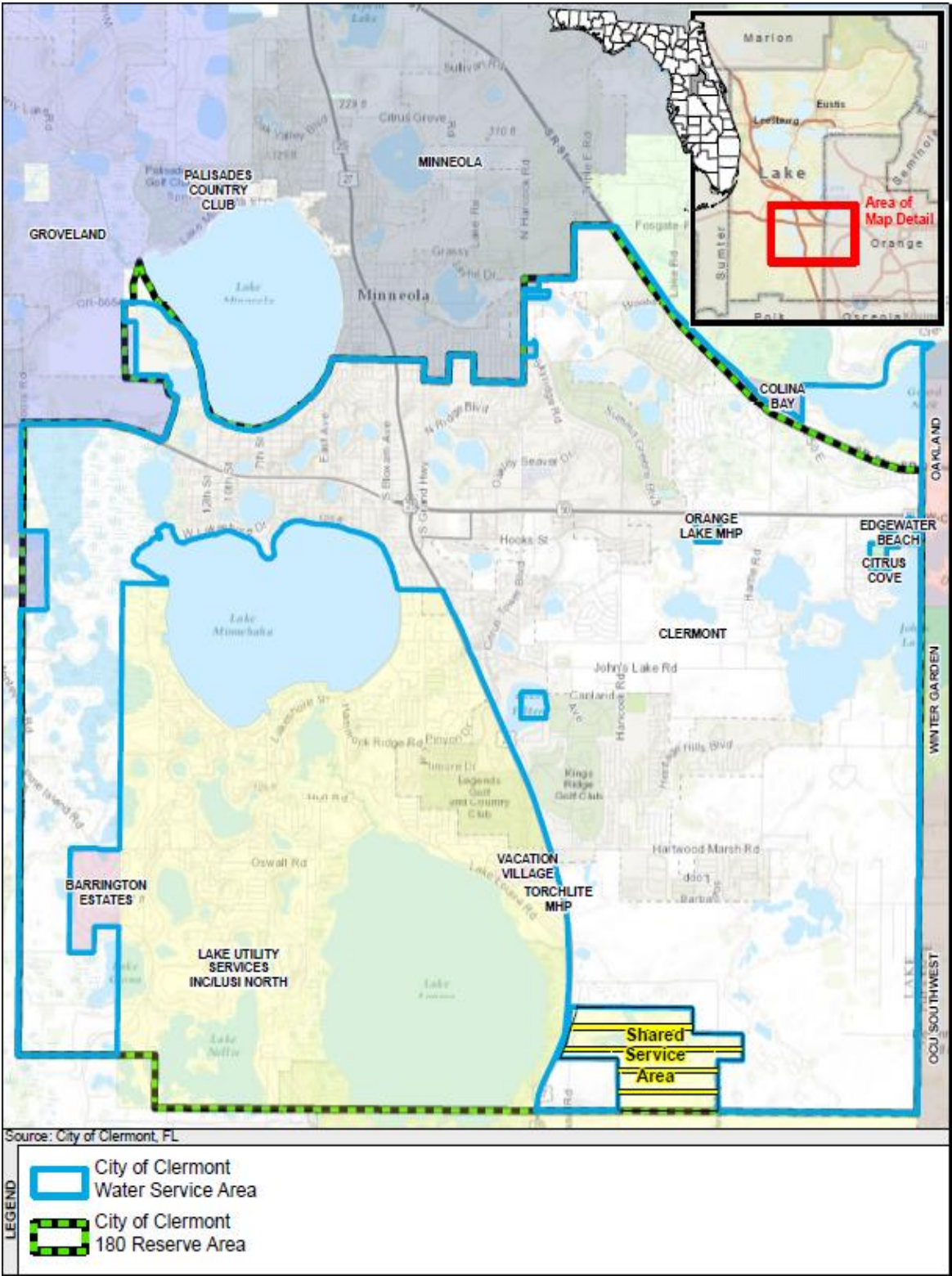
Reclaimed Water System Service Area

The City's designated reclaimed water service area is defined by the utility's service area (180-Reserve Area) established pursuant to Chapter 180.02 of the Florida Statutes and service area agreements with Utilities Inc of Florida. The City's service area is bounded on the north by the service areas of the Florida Turnpike and the Cities of Groveland and Minneola. To the east, the service area terminates at the Orange County line. The western and southern boundaries of the service area are the boundaries of the 180-Reserve Area.

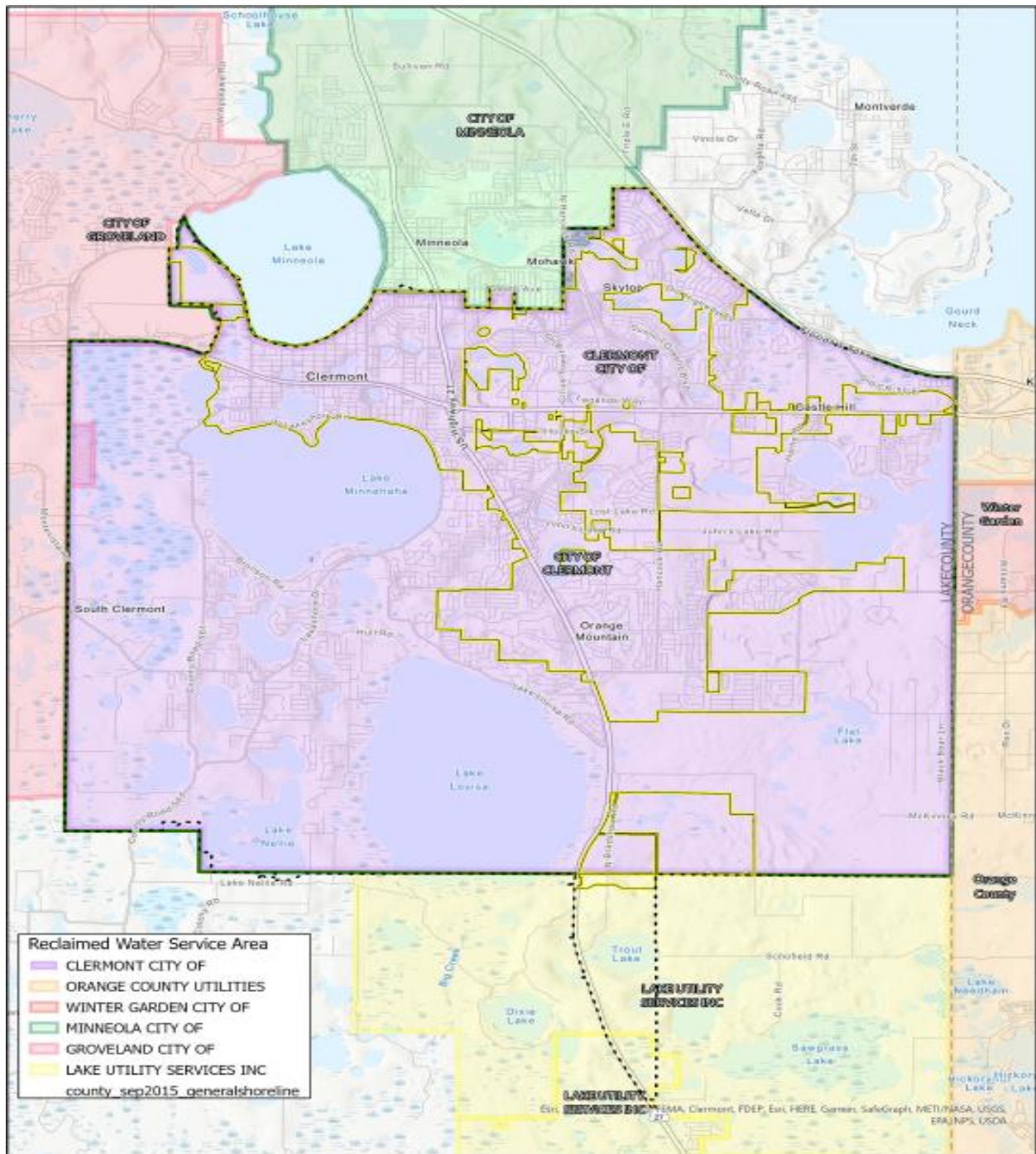
Within this defined service area are a few smaller utility systems owned by either private entities or not-for-profit entities such as homeowners' associations. Other constraints in

the City's service area include approximately 2,700 acres of land owned by Orange County and the City of Orlando for the Water Conserv II project. The extreme western portion of the service area is heavily covered by wetlands and developed properties and is not expected to be an area of significant utility growth. A location map of the City is shown in **Figure 2**.

Figure 1. City of Clermont Potable Water Service Area Map
September 2021



**Figure 2. City of Clermont Reclaimed Service Area Map
September 2021**



Existing Potable Water Facilities

The City's potable water service area was previously divided into two (2) separate Florida Department of Environmental Protection (FDEP) public water systems (PWS), East and West, with U.S. Highway 27 serving as the dividing line. In 2014, the East and West PWSs were hydraulically interconnected into a single, city-wide PWS. However, even though the entire potable water system is fully interconnected, the City's East and West PWS's operate under separate permits.

Water Supply Source

The Clermont Water Systems withdraw groundwater from the Floridan Aquifer, which is then treated and delivered to customers.

The potable water system west of US 27 includes the following two (2) upper Floridan aquifer wells: Fourth Street (West-2), and Grand Highway (West-3). The Fourth Street (West-2) well has recently been placed on emergency standby and remains connected to the system for testing, maintenance, and sampling. After the two (2) new LFA wells at the Sunburst Lane WTP are equipped, connected to the system and permitted, the Grand Highway (West-3) well will also be placed on emergency standby and remain connected to the system for testing, maintenance, and sampling. Refer to **Table 2** for a summary of the supply wells.

The potable water system east of US 27 includes eight (8) Floridan aquifer wells: Greater Hills South (East-1), Greater Hills North (East-2), Hancock Road (East-3), Elevated Tank Site (East-4), Sunburst Lane (East-5), and Heritage Hills Blvd (East-6). Most of the wells east of US 27 withdraw groundwater from the UFA except for East-1 and East-2 which withdraw groundwater from the LFA. The recently installed Sunburst North (East-8) and Sunburst South (East-9) wells are not currently equipped or connected to the potable water system; however, the City has completed the preliminary design phase for the project to equip and connect these wells to the potable water system.

Placing the LFA wells into service is a specific condition of the recently modified CUP which must be satisfied by 2025 in order to increase the total maximum groundwater withdrawal allocation based on the recently modified Consumptive Use Permit.

The City owns and maintains a groundwater well at the Windy Hill Middle School (East-7), also known as the reuse augmentation well. The reuse augmentation well is currently used to supplement the reclaimed water system with groundwater from the UFA to meet peak reclaimed water demands. The reuse augmentation well has a design pumping capacity of 2,000 gpm (2.88 MGD). However, the CUP limits the maximum allowable groundwater withdrawal from this well to 0.60 MGD on an AAD basis.

To protect its water source, the City's comprehensive plan contains the following water source protection policies:

- Intergovernmental Coordination and Regulation Adherence (Policy NGAR 1.1.1-1.1.3)
- Utilizing Best Management Practices to protect High Aquifer recharge Areas (Policy NGAR 1.2.1-1.2.5)
- Protection of Groundwater Resources (Policy CE 1.2.1, 1.2.6, 1.2.9)
- Wellfield Protection (Policy CE 1.3.1, PWE 1.7.2)

Table 2 - Water Supply Wells

Well Name	Source	Casing Diameter (in)	Total Depth (ft)	Capacity (gpm)
Fourth Street (W-2)	UFA	10	790	1,700
Grand Highway (W-3)	UFA	12	895	1,500
Greater Hills South (E-1)	LFA	10	1,180	1,800
Greater Hills North (E-2)	LFA	18	1,320	2,400
Hancock Road (E-3)	UFA	16	885	1,600
Elevated Tank (E-4)	UFA	18	915	1,925
Sunburst Lanes (E-5)	UFA	24	900	2,500
Heritage Hills (E-6)	UFA	24	880	2,400
Middle School (E-7)	UFA	10	570	2,000
Sunburst LFA North (E-8)	LFA	24	1,718	3,500
Sunburst LFA South (E-9)	LFA	24	1710	3,500

Storage

The City's potable water storage facilities include two (2) elevated storage tanks and two (2) ground storage tanks. The City's reclaimed water storage include two (2) ground storage tank. A summary of the City's water storage tanks is shown in **Table 3**.

Table 3 – Water Storage Tanks

Storage Tank	Type	Capacity (gal)
Bloxam – West	Elevated	500,000
Hwy 50 – East	Elevated	400,000
Sunburst Lane WTP - East	Ground	2,000,000
Greater Hills WTP - East	Ground	1,000,000
Water Reclamation Facility	Ground	3,000,000
Water Reclamation Facility	Ground	2,000,000

Potable Water Treatment Facilities

Although the City's potable water system is fully interconnected, the City's potable water service area is currently divided into an East PWS and a West PWS, with U.S. Highway 27 serving as the dividing line.

The West PWS, permitted under FDEP Permit No. 3350215, consists of two (2) high service wells which pump directly into the distribution system. These facilities provide basic disinfection through gas chlorine injection with mixing prior to the first point of connection. Orthophosphate is also added at these locations to provide corrosion protection in the distribution system.

Both wells provide system supply and fill the elevated storage tanks based on demand. The Fourth Street Well has been placed on emergency standby and the Grand Highway Well will be placed on emergency standby when the LFA wells at the Sunburst Lane WTP are equipped, connected to the potable water system, and permitted.

The East PWS, permitted under FDEP Permit No. 3354779, consists of the following two (2) water treatment plants (WTPs): Sunburst Lane WTP and Greater Hills WTP. Each of the east WTPs are served by three (3) supply wells.

Table 4 provides a summary of the permitted supply facilities.

Both Water Treatment Plants (WTPs) use a similar process which involves aeration, disinfection, and storage to treat potable water. The supply wells pump raw water to each facility, where the water is aerated through tray aerators to remove hydrogen sulfide (Sunburst WTP only).

Following aeration, the water is held in concrete ground storage tanks at each WTP site and is disinfected prior to distribution. Liquid chlorine is used for disinfection at each treatment facility. High service pumps at each WTP pump finished water from the tanks into the potable water distribution system.

Table 4 – Potable Water Treatment Facilities

Facility	PWS	Capacity-Permitted (mgd)
Fourth Street Well	West	1.080
Grandy Highway Well	West	2.304
Sunburst Lane WTP	East	9.500
Greater Hills WTP	East	8.842
Total		21.726

Reclaimed Water Treatment Facilities

In order to offset demand for potable water in the City of Clermont, the City supplies reclaimed water for irrigation purposes. The City currently operates the Water Reclamation Facility that treats wastewater to meet public access reclaimed water standards. The water from this facility is suitable for residential, commercial and golf course irrigation to offset groundwater withdrawals.

Wastewater treatment is provided by the Water Reclamation Facility (WRF). Currently, the facility has a Florida Department of Environmental Protection (FDEP) rated capacity of 4.0 MGD annual average daily flow (AADF) and is considered a Category II, Class B facility. The WRF is an activated sludge domestic wastewater treatment facility consisting of influent screening, grit removal, splitter box, pre-anoxic basin, aeration basin, secondary clarification, chemical feed, filtration, and chlorination with aerated sludge holding tanks and biosolids dewatering. The 2020 AADF was 3.10 MGD, approximately 78% of the facility's rated capacity. The City is currently in the design phase of expanding WRF to treat a total of 6.5 MGD of wastewater on an annual average day basis. Construction of the project is anticipated to be complete by end of year 2024.

The facility's reuse land application system consists of a 0.75 MGD-AADF permitted capacity rapid infiltration basin (RIB) system. The facility also has an existing 4.0 MGD-AADF permitted capacity slow-rate public access reuse (PAR) system consisting of two (2) ground storage tanks located at WRF (5.0 MG total volume), lined storage ponds at the Kings Ridge Golf Course (3.6 MG total volume), and the irrigation system. The reclaimed water pump station consists of three (3) 250 horsepower (hp) pumps with a capacity of 4,170 gallons per minute (gpm) and one (1) 75 hp jockey pump with a capacity of 1,500 gpm. The reclaimed water high service pump station was designed to accommodate two (2) future high-capacity pumps. Projected reclaimed water supply is presented in **Table 5**.

Table 5 – Reclaimed Water Flow Projections

Year	Flow (mgd)
2022	3.58
2023	3.91
2024	4.12
2025	4.33
2026	4.55
2027	4.76
2028	4.90
2029	5.05
2030	5.17
2031	5.24

Consumptive Use Permit

On June 24, 2020, the St. Johns River Water Management District (SJRWMD) issued Consumptive Use Permit (CUP) #2478-13 for the City of Clermont. The CUP authorizes, as limited by the attached permit conditions, the use of up to 2576.9 million gallons per year (mgy) (7.06 million gallons per day (mgd) annual average) of groundwater from the Lower Floridan Aquifer and the use of up to 949.0 million gallons per year (mgy) (2.6 million gallons per day (mgd) annual average) of groundwater from the Upper Floridan Aquifer for public supply use to serve a projected population of 51,586 in 2031.

The maximum annual combined groundwater withdrawals from the Upper and Lower Floridan Aquifers combined from wells West-2 (ID No. 9168, West-3 (ID No. 9169), East-1 (ID No. 10364), East-2 (ID No. 10365), East-3 (ID No. 10366), East-4 (ID No. 33694), East-5 (ID No. 33695), East-6 (ID No. 33696), East-7 (ID No. 410045), East-8 (ID No. 460067) and East-9 (ID No. 468329) must not exceed the following:

a. Prior to wells East-8 (ID No. 460067) and East-9 (ID No. 468329) being placed into service;

2,887.09 million gallons (7.91 mgd average) in 2020 through 2031.

b. After wells East-8 (ID No. 460067) and East-9 (ID No. 468329) have been placed into service;

2,887.15 million gallons (7.91 mgd average) in 2020 through 2024, and 3,527.72 million gallons (9.66 mgd average) in 2025 through 2031.

After 2024, groundwater withdrawals from the Upper Floridan Aquifer from wells East-3, East-4, East-5, West-2, and West-3 are limited to fire flow testing, pump maintenance and water quality sampling. The annual combined groundwater withdrawals from wells East-3, East-4, East-5, West-2, and West-3 must not exceed 2.19 million gallons per year in 2025 through 2031.

The maximum annual combined groundwater withdrawals from the Lower Floridan Aquifer from wells East-1 and East-2 for public supply type use must not exceed the following:

1,095 million gallons (3.0 mgd average) in 2020 through 2031.

To provide operational flexibility, the permittee may increase its combined groundwater withdrawals from wells East-1 and East-2 by up to 20% above the maximum allocation for a given calendar year.

Maximum annual groundwater withdrawals from the Upper Floridan Aquifer from well East-7 for reuse system augmentation/landscape irrigation types of use must not exceed 219.0 million gallons **(0.6 mgd average) in 2019 through 2031.**

CUP permitted withdrawal limits are presented in **Table 6**.

Table 6 - CUP Permitted Limits

Supply	CUP Limit (MGD-AADD) 2019-2024	CUP Limit (MGD-AADD) 2025-2031
Potable Water	7.31	9.06
Reclaimed Water (Augmentation Well)	0.6	0.6
Total CUP Capacity Limit	7.91	9.66

CAPACITY, SUPPLY AND DEMAND ANALYSIS AND PROJECTIONS

Water Supply Capacity

A total of eleven (11) wells comprise the raw water supply infrastructure for the City of Clermont. The City of Clermont's PWS's operating and permitted capacity is sufficient to meet the water needs of the City well during the period for this plan. Projected combined water supply reclaimed water supply is presented in **Table 7**.

According to St. Johns River Water Management District, The UFA and LFA are capable of supplying water in quantities necessary to meet the projected demands of the City.

Table 7 – Projected Combined Water Capacity

Year	Population	Potable Water Supply (mgd)	Reclaimed Water Supply (mgd)	Combined Water Supply (mgd)
2022	43,463	7.91	3.58	11.49
2023	45,759	7.91	3.91	11.82
2024	46,673	7.91	4.12	12.03
2025	47,587	7.91	4.33	12.24
2026	48,277	9.66	4.55	14.21
2027	48,968	9.66	4.76	14.42
2028	49,658	9.66	4.90	14.56
2029	50,349	9.66	5.05	14.71
2030	51,039	9.66	5.17	14.83
2031	51,586	9.66	5.24	14.90

Water Demand

The City of Clermont is experiencing continued growth and in 2020 modified its CUP to add two additional LFA wells as well as an increase to their CUP allocation. The anticipated growth and water service projections were forecasted by utilizing the City's expected development patterns and by applying these patterns to the current customer billing data. Population within the City's service area is projected to increase over the duration of the permit at a rate consistent with District Water Supply Planning projections. Projected demands are detailed in **Table 8**.

Table 8 – Projected Combined Water Demands

Year	Population	Potable Water Demand (mgd)	Reclaimed Water Demand (mgd)	Combined Water Demand (mgd)
2022	43,463	6.88	3.55	10.43
2023	45,759	7.23	3.87	11.10
2024	46,673	7.47	4.11	11.58
2025	47,587	7.71	4.35	12.06
2026	48,277	7.97	4.56	12.53
2027	48,968	8.25	4.77	13.02
2028	49,658	8.45	4.97	13.42
2029	50,349	8.64	5.18	13.82
2030	51,039	8.79	5.32	14.11
2031	51,586	8.89	5.47	14.36

Concurrency Management

The City requires sufficient capacity in its concurrency management system before an applicant may receive a building permit. This ensures that the City's level of service standards is met. If a deficiency is identified, the City has the authority to deny permits. Although historically the City has not had to use this authority to address water shortages, it is an available solution of last resort. This strategy may also be useful if temporary shortages are expected while waiting for additional capacity to be built or permitted. The following comprehensive plan policies enable concurrency management:

- Service Area Development (Policy PWE 1.3.7)
- Drought Resistant Landscaping (Policy CE 1.2.3-1.2.4)
- Public Information (Policy CE 1.2.10)

WATER CONSERVATION

The City promotes water conservation through its development regulations and other initiatives. The City also promotes its efforts to educate the public about water conservation. The City has made great strides in increasing reclaimed water piping and use within the City's service area.

The City of Clermont began reclaimed water use in 2002 and demand has increased to approximately 3.1 mgd. The use of reclaimed water offsets irrigation demands that would otherwise be served using groundwater.

The City of Clermont has a comprehensive water conservation plan that was approved by the SJRWMD in 2020.

The City's water conservation program includes water conservation education which includes community outreach, special programs and campaigns; education and enforcement of landscape irrigation guidelines; the issuance of annual water budgets to users with irrigation systems; water distribution system improvements and leak detection, including renewal and replacement of piping and meters; conservation promoting rate structures and rate increases; customer irrigation system audits; and reclaimed water use.

City Initiatives

The City of Clermont has implemented a number of water conservation elements including the enforcement of annual water budgets, use of Florida-friendly landscaping principles, and the requirement for low volume plumbing in new construction.

Landscaping Code

In 2010, the City of Clermont adopted a new landscaping code. Consistent with the Florida-Friendly Landscape Principles and the St. Johns River Water Management District Xeriscape Plant Guide, the City's landscaping ordinance specifically addresses the recommended use of Florida-friendly landscaping materials.

As part of the updated code, water conservation is addressed through encouraging native/drought tolerant landscaping and plants that are adapted to Central Florida rainfall, supporting the use of plants suited to the growing conditions of a particular location, and establishing standards for the efficient installation and maintenance of plants and irrigation systems. City Code Chapter 66, Sections 66-216 – 66-221, specifies the water conservation element of irrigation system design, installation, and maintenance.

While not addressed in the landscaping code, the City of Clermont complies with mandatory year-round conservation measures, as detailed in 40E-24 Florida Administrative Code. Additionally, the City has adopted the Florida Building Code, which requires the installation of rain sensors in new irrigation systems.

If irrigation is to be installed, the City requires the use of reclaimed water as the irrigation source, where available.

Specific provisions are listed below:

- Sections 66-216 – 66-218 require irrigation systems to be designed in accordance with the most recent edition of the Florida Irrigation Standards and include the following:
 - o Turf areas on separate irrigation zones from other landscape,
 - o Rain sensor shutoff device required for all irrigation systems,
 - o RAWB established for each customer based on property size.
- Section 66-20 provides a mechanism for the City to enforce the District's year-round landscape irrigation rules by issuing citations with fines. Penalties are as follows: First Offense – Written Warning; Second Offense - \$50.00; Third Offense - \$100.00, and Subsequent Offenses - \$500.00 each
- Section 66-236 requires that landscape system design be based on water-wise principles and plant selection be based on "Florida Friendly" landscape concepts
- Section 66-238 limits the maximum of landscape area that can be planted in non-drought tolerant grass species to 60%.
- The City has adopted Section 114-6(a)(1), requiring that all new developments install reclaimed water lines east of Hwy. U.S. 27.

Education Programs

The City of Clermont delivers year-round public information campaigns to better educate customers and the community about the importance of water conservation. The City implements campaigns that utilize print, online, and outdoor media, as well as direct mail in utility bills and community partnerships. The City uses social media, including Facebook.

The City's conservation staff routinely work trade shows and civic events throughout the year to promote conservation.

Landscape Irrigation Audits

The City conducts irrigation audits for customers who use large quantities of irrigation water. The City's conservation staff personally visit customers to perform irrigation water

audits. These audits are typically requested by the customer, or can be initiated by the City, as a result of high water on a customer's bill or detected by the automated meter reading system. The conservation staff perform lawn irrigation system checks (zone checks and timer checks) on all water audits where there appears to be high water usage, or the customer requests that the City look at the irrigation system. They reset irrigation system timers at the request of the customer and only with their permission.

Conservation Promoting Water Rates

The City of Clermont continues to be a leader in adopting rate structures that encourage water conservation, while maintaining the price of water affordable for basic needs. The City's inverted rate structure provides the customer significant financial incentives to manage their water use by charging a lower rate per 1,000 gallons, for lower usage and a higher rate for higher usage.

Advanced Meter Infrastructure Water Meters

The City's Advance Meter Infrastructure system went live in 2012. Now with over 24,000 meters, the system is collecting data that enables staff to pinpoint the large water users and customize methods for water conservation. The data is utilized in several ways: Leak detection - Customers received personalized information that promotes reducing water leaks. Water Conservation - Large water consumers can be provided with personalized information in order to reduce water consumption by pinpointing high water use events.

Leak Detection Audits

The City of Clermont continually performs leak detection evaluations of its distribution system. This practice coupled with an aggressive meter inspection and replacement program, result in reduction of unaccounted for water and accurate billing and accountability. The leak detection program monitors customer usage and flags potential leaks to City staff. Staff utilize this data to contact and educate customers, as well as assisting in locating potential leaks.

Running Annual Water Budget

Running Annual Water Budgets (RAWBs) have been established through ordinance adoption (No. 2010-11-C, September 28, 2010) requiring that water customers of the City who receive water for landscape irrigation have a separate landscape irrigation meter and comply with the approved RAWB for their property. The RAWB is based on property size, pervious area, and an annual landscape irrigation application rate.

Customers who exceed the RAWB are contacted based on the significance of their water use. All leaks will be processed via the leak program efforts. RAWB letters are sent to customers who have been contacted and have not been responsive to the efforts to optimize use within the established RAWB. If necessary, subsequent action may be in the form of

another notice and could culminate in a fine. City staff will continue to work with the customers to reduce the amount of irrigation water in order to avoid any further action.

City Practices and Related Policies

As described above, the City has implemented a number of conservation practices. The City plans to maintain, and where possible, improve on these efforts.

For the 10-year period of this work plan, the City will continue to focus on the following conservation strategies:

- Require water reduction devices in new construction.
- Support landscape related water conservation requirements for most types of development.
- Require native vegetation to reduce potable water use.
- Incorporate advances in water conservation practices in building and land development codes.
- Continue the use of a concurrency management system to ensure adequate water supply is in place prior to issuing a building permit.
- Require the use of reclaimed water where available.
- Promote water conservation through website information and other community outreach efforts.
- Conduct landscape irrigation audits for high-volume users.
- Conduct customer requested water audits to help customers increase efficiency.
- Ensure accurate metering to ensure accountability of water use.
- Continue the use of running annual water budgets to ensure efficient use of water in irrigation.
- Maintain inverted block rates and increase over time, if necessary.
- Requiring the use of the lowest acceptable quality water source available.
- Maintain a goal of using 100% of the reclaimed waters produced.
- Maintain requirements for mandatory connection to the reclaimed water system where available.
- Implement the capital projects as listed in Figure 12 and that are shown in the Capital Improvements Element (CIE).
- Continue to expand the City's reclaimed water system to meet demands as capacity grows.
- Maintain an effective conservation program to reduce potable water demand.

In addition, the City's comprehensive plan contains other water conservation measures including the following:

- Reclaimed Water System Expansion (Policy CE 1.2.7, PWE 1.3.8)
- Building Code Water Conserving Devices (Policy CE 1.2.2)
- Drought Resistant Landscaping (Policy CE 1.2.3-1.2.5)
- Public Information (Policy CE 1.2.10, PWE 1.4.1-1.4.8)
- Landscaping and Irrigation Requirements (PWE 1.5.1-1.5.8, CE 1.8.2)

SJRWMD Coordination

In accordance with Section 163.3177(g)(h), Florida Statutes, the City ensures coordination of its comprehensive plan with SJRWMD's CFWI. Several comprehensive plan policies contain enabling language to ensure maintenance of the City's water supply facilities work plan in coordination with the CFWI. The policies are listed below:

- Intergovernmental Coordination (Policy ICE 1.3.3, 1.3.6, 1.3.9, PWE 1.1.7, 1.2.5, CE 1.2.5-6)

Capital Improvement Projects

The following improvements are scheduled and required to meet the projected level of service.

The City has completed the preliminary design phase of the project which includes equipping and connecting the two (2) new LFA wells at the Sunburst Lane WTP to the potable water system. The Sunburst Lane LFA well project is expected to be complete in 2023. Completion of this project will support Condition No. 21 of the CUP, which will increase the total maximum groundwater withdrawal allocation for the potable water system. Furthermore, after the new LFA wells are placed into service, the CUP will restrict withdrawals of several UFA supply wells limiting the operation of the wells to emergencies, maintenance, and testing.

In addition, the Sunburst Lane expansion project will include the addition of (1) 2.0 million gallon storage tank at the Sunburst Water Treatment Plant to support capacity thorough 2031. High Service pumps at the facility will also be upgraded to support peak hour demands.

The City is currently in the design phase of an expansion project to increase the wastewater treatment capacity to 6.5 MGD from 4.0 MGD. Construction of the expansion project is anticipated to be complete by the end of year 2024. This expansion will provide additional reclaimed water that will be relied upon to meet future demands.

Numerous water system repair, looping and replacement have been identified to meet future demands as well as improve current system hydraulics and reliability.

Details are provided in required improvements in **Table 9** below.

Table 9 Schedule of Water Supply Projects (2022 – 2031)			
Future Program	Purpose of Project	Funding Source	Total Project Cost
Utilities Master Plan Updates	Maintain a current master plan reflecting the needs for growth, maintenance, and expansion of the potable and reclaimed water systems	Water Fund	\$250,000
East Water System Looping	Looping of dead-end water mains to provide for enhanced levels of service and increased reliability of water supply	Water Fund	\$1,450,000
West Water System Improvements	Improve water quality and hydraulics for the City's West Water System	Water Fund	\$3,000,000
Non-traditional Water Supply	Sunburst WTP LFA Wells and GST	Water Fund / Loan	\$7,000,000
Greater Hills Ground Storage Tanks	Increase onsite storage to allow for increase peak demands and fire flows	Water Impact Fees	\$1,400,000
Reclaimed Water Storage and Pump Station	Provide additional storage for reclaimed water	Sewer Fund / Loan	\$7,000,000
Reclaimed Water System Expansion	Provide looping and reliability to system	Sewer Fund	\$2,000,000
Reclaimed Water System Looping	Looping of dead-end water mains to provide for reliability of reclaimed water supply	Sewer Fund	\$500,000
Water Reclamation Facility Expansion	Expansion provides for an additional 2.5 mgd of treatment capacity, bring total capacity to 6.5 mgd and nutrient removal treatment	Sewer Impact Fees	\$35,000,000

Potable Water Level of Service Standards (LOS)

The City's Potable Water Element policy identifies LOS standards according to historic water sales and water conservation standards being implemented.

The City's LOS projections were determined based on recent historical data. Demand is calculated for an average day, in million gallons per day (mgd). Reclaimed water and potable water are separated in the analysis. The proposed LOS standards are as follows:

Potable Water Level of Service (LOS) Gallons Per Capita Per Day	Reclaimed Water Level of Service (LOS) Gallons Per Capita Per Day
152	68

The City is implementing the following strategies to meet future water demands:

- Continue to expand the City's reclaimed water system to meet demands as capacity grows;
- Maintain an effective conservation program to reduce potable water demand.

The City's comprehensive plan Potable Water Element contains level of service enabling language including the following:

- Maintaining Level of Service (Policy PWE 1.1.1-1.1.8, 1.2.1, 1.3.7)

Water Supply Strategies

The City of Clermont has identified three major strategies for meeting water demand with sufficient water supply. The first is to treat and reclaim wastewater for use in landscape irrigation. The second is to encourage conservation measures to reduce demand on the water supply. The third is to explore a collaborative effort through the South Lake Regional Technical Advisory Committee (SLRTAC), which includes the Cities of Clermont, Groveland, and Minneola, in addition to, Utilities Inc. of Florida (UIF). This initiative will include lowering existing wells to the Lower Floridan Aquifer and exploring system interconnects for water wheeling opportunities, reliability, and regional planning.

Alternative Water Supply Strategies

The Upper Floridan Aquifer (UFA) is currently the main potable water supply in the City of Clermont. The Lower Floridan Aquifer typically contains lower quality or brackish water and does not meet potable water quality standards because of its high mineral content.

This nontraditional ground water is consistent with the South Lake County Distributed Wellfield project included in the CFWI Regional Water Supply Plan.

In accordance with the 2020 CFWI Regional Water Supply Plan Project number 42, The City Completed construction of the two LFA wells, Sunburst LFA North and Sunburst LFA South. The wells are anticipated to produce a combined 4.4 mgd. In addition, the wells will provide information on the geology and hydrogeology of the LFA in south Lake County and have the potential to develop a source of groundwater for public supply uses. Design for equipping of the wells, buildings and associated improvements is in progress with construction to be completed in 2023.

The City is exploring regional supplemental alternative water supply projects including discussions with the City of Orlando and Orange County (Water Conserv II Partners) concerning the bulk purchase of reclaimed water from the Conserv II project. Conserv II has a reclaimed water transmission main within one mile of the City limits. Any reclaimed water flows gained through partnerships with other entities, will reduce the City's reliance on groundwater to augment the reclaimed water system and allow for additional reclaimed water flows to be sent to the King's Ridge and other PAR ready developments. Staff concludes that the City is proposing to use the lowest acceptable water quality sources for consumptive use in their service area.

Policy PWE 1.1.7 contains proposed enabling language related to these Lower Florida Aquifer as an alternative groundwater source.

Comprehensive Plan Amendments

Given the plan's findings and focus on regional cooperation and conservation, certain policies and figures are proposed to be amended to address CFWI coordination, and update conservation and reuse efforts. The proposed amendments will address Potable Water, Wastewater, Reclaimed Water, Conservation, Intergovernmental Coordination and the Stormwater and Aquifer Elements.

Conclusion

The City of Clermont will continue to expand the availability of reclaimed water as production grows; maintain a strong conservation program to reduce potable water demand; and partner with the water management district(s) and local utilities to explore the potential for alternative water supplies.

The Work Plan data and analysis demonstrates that water supply sources and infrastructure are adequate to serve the water supply needs of the City for the 10-year planning period.



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/14/2021
Order Number:	6398483
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	85.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/18/2021 - 02/07/2022	Govt Public Notices
LEE dailycommercial.com	2	10/18/2021 - 02/07/2022	Govt Public Notices

Total Order Confirmation

\$258.20

Ad Preview

CITY OF CLERMONT NOTICE OF PROPOSED AMEND- MENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2022-004

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, November 2, 2021 at 6:30 PM before the Planning and Zoning Commission and before the City Council on Tuesday, December 14, 2021 at 6:30 PM for a transmittal reading and on Tuesday, February 22, 2022 at 6:30 PM for a final adoption hearing to consider proposed changes to the City's adopted comprehensive plan.

ORDINANCE #2022-004:

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 GOALS, OBJECTIVES AND POLICIES OF THE POTABLE WATER ELEMENT OF THE COMPREHENSIVE PLAN; 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.

The public hearing will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (first floor, 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 hearing 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 hearing.

Tracy Ackroyd Howe, MMC
City Clerk

6398483
October 18, 2021 &
February 07, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-005 <i>Final</i> <i>Intergovernmental Coordination Element</i>		
Requested Action		
Staff recommends approval of Ordinance No. 2022-005.		
Staff Report		
This adoption hearing is for the Comprehensive Plan Text Amendment for the updated Intergovernmental Coordination Element. The Intergovernmental Coordination Element is being updated to reflect changes in references to the regional water supply plan. The City Council approved the transmittal of this element on February 22nd and tabled the final hearing to May 10th. The proposed amendment was sent to the State reviewing agencies for review. The City received 3 responses from the reviewing agencies that indicated no adverse impacts were anticipated from the adoption of this element and no recommended changes were suggested. Therefore, staff recommends approval of Ordinance 2022-005, the Intergovernmental Coordination Element.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-005 Intergovernmental Coordination (02.09.2022 V2)	Ord 2022-005 Intergovernmental Coordination (02.09.2022 V2).pdf	
2. 22-01ESR Agency Responses	22-01ESR Agency Responses.pdf	
3. Intergovernmental Coordination ICE Attachment A Element REDLINED 2.9.22	Intergovernmental Coordination ICE Attachment A Element REDLINED 2.9.22.pdf	
4. Intergovernmental Coordination ICE Attachment A Element CLEAN 2.9.22	Intergovernmental Coordination ICE Attachment A Element CLEAN 2.9.22.pdf	
5. 2022-005 ICE legal ad	2022-005 ICE legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-005

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 GOALS, OBJECTIVES AND POLICIES OF THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN; 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.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, 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 Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

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

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Intergovernmental Coordination Element is hereby amended as shown in Exhibit A.



CITY OF CLERMONT
ORDINANCE NO. 2022-005

SECTION 2: CONFLICT

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

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/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: PUBLICATION AND EFFECTIVE DATE

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.



CITY OF CLERMONT
ORDINANCE NO. 2022-005

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of May, 2022.

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 PLAN

CHAPTER XII
INTERGOVERNMENTAL COORDINATION ELEMENT

Adopted June 23, 2009
Amended: February 22, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER XII INTERGOVERNMENTAL COORDINATION

GOAL 1: To establish viable mechanisms among the pertinent governmental, public and private entities to ensure awareness and coordination of all development activities, and to provide effective and efficient utilization of all available resources to ultimately enhance the quality of life for present and future populations.

Objective 1.1: Coordinate Comprehensive Plan. The City of Clermont shall coordinate comprehensive planning activities with Lake County, the cities of Minneola and Groveland, the Town of Montverde and the East Central Florida Regional Planning Council (ECFRPC).

Policy 1.1.1: When considering comprehensive plan amendments the City shall review the Lake County, Minneola, Montverde and Groveland comprehensive plans, as applicable.

Policy 1.1.2: The City shall review and compare municipal and Lake County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.

Policy 1.1.3: The City shall participate in the ECFRPC's Strategic Regional Policy Plan review and update process as mandated by state statute.

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.3: Coordinate Level of Service (LOS) Standards. The City shall implement formal and informal process, memorandums of agreement and coordination mechanisms that establish appropriate level of service standards, consistency and compatibility between the City's adopted comprehensive plan and the mandated plans and legislated activities of federal, state and regional governments or agencies empowered with jurisdictional and quasi-jurisdictional authority and/or service facility provision and maintenance responsibility.

Policy 1.3.1: The City shall coordinate with the Lake-Sumter MPO, Lake County and the FDOT to establish concurrency management mechanisms that will provide consistent LOS standards to be maintained on major roadways in and around the City of Clermont.

Policy 1.3.2: The City will coordinate adopted solid waste LOS standards with Lake County.

Policy 1.3.3: The City shall coordinate with St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

Policy 1.3.4: The City in conjunction with Lake County, SJRWMD, FDEP and other affected federal, state and local entities shall designate respective personnel to investigate and formulate planning strategies for potential placement and implementation of regional wastewater treatment facilities.

Policy 1.3.5: The City shall coordinate necessary activities with the plans, programs and administered legislative actions of FDEP and Lake County to implement proper operation, storage and disposal of both solid and hazardous waste.

Policy 1.3.6: The City shall coordinate appropriate activities with the FDEP, SJRWMD (including consistency with the District's ERP and CUP rules), Lake County Water Authority and Lake County to effectively manage the preservation and protection of surface and ground water quality and quantity, and aquifer recharge areas.

Policy 1.3.7: The City shall ensure that natural resources occurring in, or affecting more than one governmental jurisdiction, are effectively managed to preserve, protect, and enhance natural systems, wildlife, fisheries and habitat. This includes ensuring its stormwater management, aquifer recharge and reuse water policies and projects are consistent with the goals of the SJRWMD Lake Apopka Surface Water Improvement and Management (SWIM) Plan and the Upper Ocklawaha River Basin SWIM Plan to protect or enhance water quality and natural systems.

Policy 1.3.8: The City shall coordinate with existing resource protection plans of other government agencies and entities including the FDEP, SJRWMD, Lake County and the Lake County Water Authority, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

Policy 1.3.9: The City shall participate in the development of updates to the SJRWMD's regional water supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

Objective 1.4: Conflict Resolution. The City will provide for informal or formal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy 1.4.1: The City shall utilize the informal mediation process provided by the ECFRPC for resolving conflicts with other local governments when applicable.

Policy 1.4.2: The City shall provide for joint meetings of the City Council and the Lake County Board of County Commissioners to resolve issues relating to intergovernmental coordination.

Objective 1.5: Coordinate Growth Management Issues. The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with Lake County and neighboring municipalities at the staff and elected official levels by presenting the City of Clermont's

concerns through documented transmittals, scheduled meetings, attendance at Lake County and adjacent cities' public hearings, joint ad hoc technical coordination committees, execution of interlocal agreements if applicable and, where relevant, less formal communications within one year of the adoption of this element.

Policy 1.5.1: The City shall coordinate growth management activities with Lake County to pursue appropriate, compatible land management for areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City, county and the adjacent cities' growth management efforts.

Policy 1.5.2: The City shall engage in mutual discussion with Lake County, the Town of Montverde, and the cities of Minneola and Groveland to establish an annexation policy to direct an orderly and timely process of annexing unincorporated lands adjacent to the City.

Policy 1.5.3: The City shall develop mutually agreeable land use designations for unincorporated areas within the confines of any service area or delineated annexation zone. The emphasis shall be on compatibility with both the City and adjacent governments' comprehensive plan future land use elements.

Policy 1.5.4: The City shall focus commercial development along state roads to commercial nodes in the incorporated areas where there are central services, and shall designate lands in unincorporated areas adjacent to municipalities to lower residential densities, and less intensive land uses than permitted in the City or designated service areas.

Policy 1.5.5: The City shall amend the existing interlocal agreement for the presently designated Joint Planning Area to adequately address mutual issues, logistics, responsibilities for managing future growth and legal requirements necessary to validate any such agreement. The City shall participate with Lake County to amend the current interlocal agreement, as needed, to address the following issues:

- Expansion of the county's technical review committee to include representatives from the City of Clermont on issues concerning any development of land or land use action within any agreed upon Joint Planning Area;
- Determination of land use authority for land within any agreed-upon Joint Planning Area; and
- Identification of applicable level of service criteria for any agreed-upon Joint Planning Area.

Policy 1.6.1: The City shall solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of Community Affairs (DCA), Farmers Home Administration, HUD, Florida Department of Children & Families, Lake County Housing Authority and South Lake Chamber of Commerce to assist in program funding, identification of structures and areas to be preserved for historical purposes, and identification of potential areas to be recommended for future community revitalization type actions.

Policy 1.6.2: The City shall continue both formal and informal communication with appropriate state and regional agencies, such as the DCA and the ECFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to

provide technical assistance for potential grants and Development of Regional Impact (DRI) reviews.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Policy 1.6.5: The City shall continue to cooperate with state agencies in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities.

Policy 1.6.6: The City shall continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake

County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

THIS PAGE INTENTIONALLY LEFT BLANK

April 1, 2022

The Honorable Tim Murrey
Mayor, City of Clermont
695 West Montrose Street
Clermont, Florida 34711

Dear Mayor Murrey:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 22-01ESR) received on March 4, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.
- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Powell". The signature is fluid and cursive, with the first name "Barbara" and last name "Powell" clearly distinguishable.

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure(s): Procedures for Adoption

cc: John Kruse, Planning Manager, City of Clermont
Hugh Harling, Executive Director, East Central Florida Regional Planning Council

John E. Kruse

From: Maiolo, Channing <Channing.Maiolo@dot.state.fl.us>
Sent: Friday, March 18, 2022 9:17 AM
To: John E. Kruse
Cc: 'McClendon, Tim'; Tara McCue; Garcia, Heather; Shams, Steve; Carver, Jennifer; DCPexternalagencycomments@deo.myflorida.com; donna.harris@deo.myflorida.com
Subject: City of Clermont Proposed 22-01ESR Review

March 18, 2022

Mr. John E. Kruse, AICP
Planning Manager
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

Subject: City of Clermont Proposed Comprehensive Plan Amendment 22-01ESR
Response Type: No Remarks

Dear Mr. Kruse,

FDOT has reviewed the transmitted amendment for the City of Clermont. The proposed comprehensive plan amendment is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with the supporting data and analysis, be transmitted within ten working days after the second public hearing for FDOT review. If you have any questions, please do not hesitate to contact me by email at Channing.Maiolo@dot.state.fl.us or 386-943-5457.

Sincerely,



M. Channing Maiolo
Systems Planning Coordinator

cc: Tim McClendon, Lake County
Tara McCue, ECFRPC
Heather Garcia, FDOT
Steve Shams, FDOT
Jennifer Carver, FDOT
D. Ray Eubanks, DEO
Donna Harris, DEO

John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, March 31, 2022 4:31 PM
To: John E. Kruse; dcpexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Clermont 22-01ESR Proposed

To: John Kruse, AICP, Planning Manager

Re: **Clermont 22-01ESR** – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, **the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.**

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





CITY OF CLERMONT

COMPREHENSIVE PLAN

CHAPTER XII
INTERGOVERNMENTAL COORDINATION ELEMENT

Adopted June 23, 2009
Amended: May 10, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER XII INTERGOVERNMENTAL COORDINATION

GOAL 1: To establish viable mechanisms among the pertinent governmental, public and private entities to ensure awareness and coordination of all development activities, and to provide effective and efficient utilization of all available resources to ultimately enhance the quality of life for present and future populations.

Objective 1.1: Coordinate Comprehensive Plan. The City of Clermont shall coordinate comprehensive planning activities with Lake County, the cities of Minneola and Groveland, the Town of Montverde and the East Central Florida Regional Planning Council (ECFRPC).

Policy 1.1.1: When considering comprehensive plan amendments the City shall review the Lake County, Minneola, Montverde and Groveland comprehensive plans, as applicable.

Policy 1.1.2: The City shall review and compare municipal and Lake County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.

Policy 1.1.3: The City shall participate in the ECFRPC's Strategic Regional Policy Plan review and update process as mandated by state statute.

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.3: Coordinate Level of Service (LOS) Standards. The City shall implement formal and informal process, memorandums of agreement and coordination mechanisms that establish appropriate level of service standards, consistency and compatibility between the City's adopted comprehensive plan and the mandated plans and legislated activities of federal, state and regional governments or agencies empowered with jurisdictional and quasi-jurisdictional authority and/or service facility provision and maintenance responsibility.

Policy 1.3.1: The City shall coordinate with the Lake-Sumter MPO, Lake County and the FDOT to establish concurrency management mechanisms that will provide consistent LOS standards to be maintained on major roadways in and around the City of Clermont.

Policy 1.3.2: The City will coordinate adopted solid waste LOS standards with Lake County.

Policy 1.3.3: The City shall coordinate with St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

Policy 1.3.4: The City in conjunction with Lake County, SJRWMD, FDEP and other affected federal, state and local entities shall designate respective personnel to investigate and formulate planning strategies for potential placement and implementation of regional wastewater treatment facilities.

Policy 1.3.5: The City shall coordinate necessary activities with the plans, programs and administered legislative actions of FDEP and Lake County to implement proper operation, storage and disposal of both solid and hazardous waste.

Policy 1.3.6: The City shall coordinate appropriate activities with the FDEP, SJRWMD (including consistency with the District's ERP and CUP rules), Lake County Water Authority and Lake County to effectively manage the preservation and protection of surface and ground water quality and quantity, and aquifer recharge areas.

Policy 1.3.7: The City shall ensure that natural resources occurring in, or affecting more than one governmental jurisdiction, are effectively managed to preserve, protect, and enhance natural systems, wildlife, fisheries and habitat. This includes ensuring its stormwater management, aquifer recharge and reuse water policies and projects are consistent with the goals of the SJRWMD Lake Apopka Surface Water Improvement and Management (SWIM) Plan and the Upper Ocklawaha River Basin SWIM Plan to protect or enhance water quality and natural systems.

Policy 1.3.8: The City shall coordinate with existing resource protection plans of other government agencies and entities including the FDEP, SJRWMD, Lake County and the Lake County Water Authority, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

Policy 1.3.9: The City shall participate in the development of updates to the SJRWMD's ~~regional water supply~~ ~~Water Supply Assessment and District Water Supply~~ Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

Objective 1.4: Conflict Resolution. The City will provide for informal or formal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy 1.4.1: The City shall utilize the informal mediation process provided by the ECFRPC for resolving conflicts with other local governments when applicable.

Policy 1.4.2: The City shall provide for joint meetings of the City Council and the Lake County Board of County Commissioners to resolve issues relating to intergovernmental coordination.

Objective 1.5: Coordinate Growth Management Issues. The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with Lake County and neighboring municipalities at the staff and elected official levels by presenting the City of Clermont's concerns through documented transmittals, scheduled meetings, attendance at Lake County and adjacent cities' public hearings, joint ad hoc technical coordination committees, execution of interlocal agreements if applicable and, where relevant, less formal communications within one year of the adoption of this element.

Policy 1.5.1: The City shall coordinate growth management activities with Lake County to pursue appropriate, compatible land management for areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City, county and the adjacent cities' growth management efforts.

Policy 1.5.2: The City shall engage in mutual discussion with Lake County, the Town of Montverde, and the cities of Minneola and Groveland to establish an annexation policy to direct an orderly and timely process of annexing unincorporated lands adjacent to the City.

Policy 1.5.3: The City shall develop mutually agreeable land use designations for unincorporated areas within the confines of any service area or delineated annexation zone. The emphasis shall be on compatibility with both the City and adjacent governments' comprehensive plan future land use elements.

Policy 1.5.4: The City shall focus commercial development along state roads to commercial nodes in the incorporated areas where there are central services, and shall designate lands in unincorporated areas adjacent to municipalities to lower residential densities, and less intensive land uses than permitted in the City or designated service areas.

Policy 1.5.5: The City shall amend the existing interlocal agreement for the presently designated Joint Planning Area to adequately address mutual issues, logistics, responsibilities for managing future growth and legal requirements necessary to validate any such agreement. The City shall participate with Lake County to amend the current interlocal agreement, as needed, to address the following issues:

- Expansion of the county's technical review committee to include representatives from the City of Clermont on issues concerning any development of land or land use action within any agreed upon Joint Planning Area;
- Determination of land use authority for land within any agreed-upon Joint Planning Area; and
- Identification of applicable level of service criteria for any agreed-upon Joint Planning Area.

Policy 1.5.6: The City shall establish joint processes for the siting of facilities with county-wide significance, including locally unwanted land uses, such as solid waste disposal facilities.

Objective 1.6: Housing and Recreational Facilities. The City shall provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.

Policy 1.6.1: The City shall solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of Community Affairs (DCA), Farmers Home Administration, HUD, Florida Department of Children & Families, Lake County Housing Authority and South Lake Chamber of Commerce to assist in program funding, identification of structures and areas to be preserved for historical purposes, and identification of potential areas to be recommended for future community revitalization typeactions.

Policy 1.6.2: The City shall continue both formal and informal communication with appropriate state and regional agencies, such as the DCA and the ECFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to provide technical assistance for potential grants and Development of Regional Impact (DRI) reviews.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Policy 1.6.5: The City shall continue to cooperate with state agencies in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities.

Policy 1.6.6: The City shall continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF CLERMONT

COMPREHENSIVE PLAN

CHAPTER XII
INTERGOVERNMENTAL COORDINATION ELEMENT

Adopted June 23, 2009
Amended: May 10, 2022

THIS PAGE INTENTIONALLY LEFT BLANK

CHAPTER XII INTERGOVERNMENTAL COORDINATION

GOAL 1: To establish viable mechanisms among the pertinent governmental, public and private entities to ensure awareness and coordination of all development activities, and to provide effective and efficient utilization of all available resources to ultimately enhance the quality of life for present and future populations.

Objective 1.1: Coordinate Comprehensive Plan. The City of Clermont shall coordinate comprehensive planning activities with Lake County, the cities of Minneola and Groveland, the Town of Montverde and the East Central Florida Regional Planning Council (ECFRPC).

Policy 1.1.1: When considering comprehensive plan amendments the City shall review the Lake County, Minneola, Montverde and Groveland comprehensive plans, as applicable.

Policy 1.1.2: The City shall review and compare municipal and Lake County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.

Policy 1.1.3: The City shall participate in the ECFRPC's Strategic Regional Policy Plan review and update process as mandated by state statute.

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.3: Coordinate Level of Service (LOS) Standards. The City shall implement formal and informal process, memorandums of agreement and coordination mechanisms that establish appropriate level of service standards, consistency and compatibility between the City's adopted comprehensive plan and the mandated plans and legislated activities of federal, state and regional governments or agencies empowered with jurisdictional and quasi-jurisdictional authority and/or service facility provision and maintenance responsibility.

Policy 1.3.1: The City shall coordinate with the Lake-Sumter MPO, Lake County and the FDOT to establish concurrency management mechanisms that will provide consistent LOS standards to be maintained on major roadways in and around the City of Clermont.

Policy 1.3.2: The City will coordinate adopted solid waste LOS standards with Lake County.

Policy 1.3.3: The City shall coordinate with St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

Policy 1.3.4: The City in conjunction with Lake County, SJRWMD, FDEP and other affected federal, state and local entities shall designate respective personnel to investigate and formulate planning strategies for potential placement and implementation of regional wastewater treatment facilities.

Policy 1.3.5: The City shall coordinate necessary activities with the plans, programs and administered legislative actions of FDEP and Lake County to implement proper operation, storage and disposal of both solid and hazardous waste.

Policy 1.3.6: The City shall coordinate appropriate activities with the FDEP, SJRWMD (including consistency with the District's ERP and CUP rules), Lake County Water Authority and Lake County to effectively manage the preservation and protection of surface and ground water quality and quantity, and aquifer recharge areas.

Policy 1.3.7: The City shall ensure that natural resources occurring in, or affecting more than one governmental jurisdiction, are effectively managed to preserve, protect, and enhance natural systems, wildlife, fisheries and habitat. This includes ensuring its stormwater management, aquifer recharge and reuse water policies and projects are consistent with the goals of the SJRWMD Lake Apopka Surface Water Improvement and Management (SWIM) Plan and the Upper Ocklawaha River Basin SWIM Plan to protect or enhance water quality and natural systems.

Policy 1.3.8: The City shall coordinate with existing resource protection plans of other government agencies and entities including the FDEP, SJRWMD, Lake County and the Lake County Water Authority, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

Policy 1.3.9: The City shall participate in the development of updates to the SJRWMD's regional water supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

Objective 1.4: Conflict Resolution. The City will provide for informal or formal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy 1.4.1: The City shall utilize the informal mediation process provided by the ECFRPC for resolving conflicts with other local governments when applicable.

Policy 1.4.2: The City shall provide for joint meetings of the City Council and the Lake County Board of County Commissioners to resolve issues relating to intergovernmental coordination.

Objective 1.5: Coordinate Growth Management Issues. The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with Lake County and neighboring municipalities at the staff and elected official levels by presenting the City of Clermont's concerns through documented transmittals, scheduled meetings, attendance at Lake County and adjacent cities' public hearings, joint ad hoc technical coordination committees, execution of interlocal agreements if applicable and, where relevant, less formal communications within one year of the adoption of this element.

Policy 1.5.1: The City shall coordinate growth management activities with Lake County to pursue appropriate, compatible land management for areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City, county and the adjacent cities' growth management efforts.

Policy 1.5.2: The City shall engage in mutual discussion with Lake County, the Town of Montverde, and the cities of Minneola and Groveland to establish an annexation policy to direct an orderly and timely process of annexing unincorporated lands adjacent to the City.

Policy 1.5.3: The City shall develop mutually agreeable land use designations for unincorporated areas within the confines of any service area or delineated annexation zone. The emphasis shall be on compatibility with both the City and adjacent governments' comprehensive plan future land use elements.

Policy 1.5.4: The City shall focus commercial development along state roads to commercial nodes in the incorporated areas where there are central services, and shall designate lands in unincorporated areas adjacent to municipalities to lower residential densities, and less intensive land uses than permitted in the City or designated service areas.

Policy 1.5.5: The City shall amend the existing interlocal agreement for the presently designated Joint Planning Area to adequately address mutual issues, logistics, responsibilities for managing future growth and legal requirements necessary to validate any such agreement. The City shall participate with Lake County to amend the current interlocal agreement, as needed, to address the following issues:

- Expansion of the county's technical review committee to include representatives from the City of Clermont on issues concerning any development of land or land use action within any agreed upon Joint Planning Area;
- Determination of land use authority for land within any agreed-upon Joint Planning Area; and
- Identification of applicable level of service criteria for any agreed-upon Joint Planning Area.

Policy 1.5.6: The City shall establish joint processes for the siting of facilities with county-wide significance, including locally unwanted land uses, such as solid waste disposal facilities.

Objective 1.6: Housing and Recreational Facilities. The City shall provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.

Policy 1.6.1: The City shall solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of Community Affairs (DCA), Farmers Home Administration, HUD, Florida Department of Children & Families, Lake County Housing Authority and South Lake Chamber of Commerce to assist in program funding, identification of structures and areas to be preserved for historical purposes, and identification of potential areas to be recommended for future community revitalization typeactions.

Policy 1.6.2: The City shall continue both formal and informal communication with appropriate state and regional agencies, such as the DCA and the ECFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to provide technical assistance for potential grants and Development of Regional Impact (DRI) reviews.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Policy 1.6.5: The City shall continue to cooperate with state agencies in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities.

Policy 1.6.6: The City shall continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

THIS PAGE INTENTIONALLY LEFT BLANK



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/11/2021
Order Number:	6401021
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	86.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/18/2021 - 02/07/2022	Govt Public Notices
LEE dailycommercial.com	2	10/18/2021 - 02/07/2022	Govt Public Notices

Total Order Confirmation

\$261.12

Ad Preview

CITY OF CLERMONT NOTICE OF PROPOSED AMEND- MENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2022-005

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, November 2, 2021 at 6:30 PM before the Planning and Zoning Commission and before the City Council on Tuesday, December 14, 2021 at 6:30 PM for a transmittal hearing, and on Tuesday, February 22, 2022 at 6:30 PM for a final adoption hearing to consider proposed changes to the City's adopted comprehensive plan.

ORDINANCE #2022-005:

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 GOALS, OBJECTIVES AND POLICIES OF THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN; 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.

The public hearing will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (First Floor, 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 hearing 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 hearing.

Tracy Ackroyd Howe, MMC
City Clerk

6401021
October 18, 2021 &
February 07, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-010 <i>Table</i> <i>Chicone Large-scale CPA</i>		
Requested Action		
Recommend tabling to June 14.		
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.

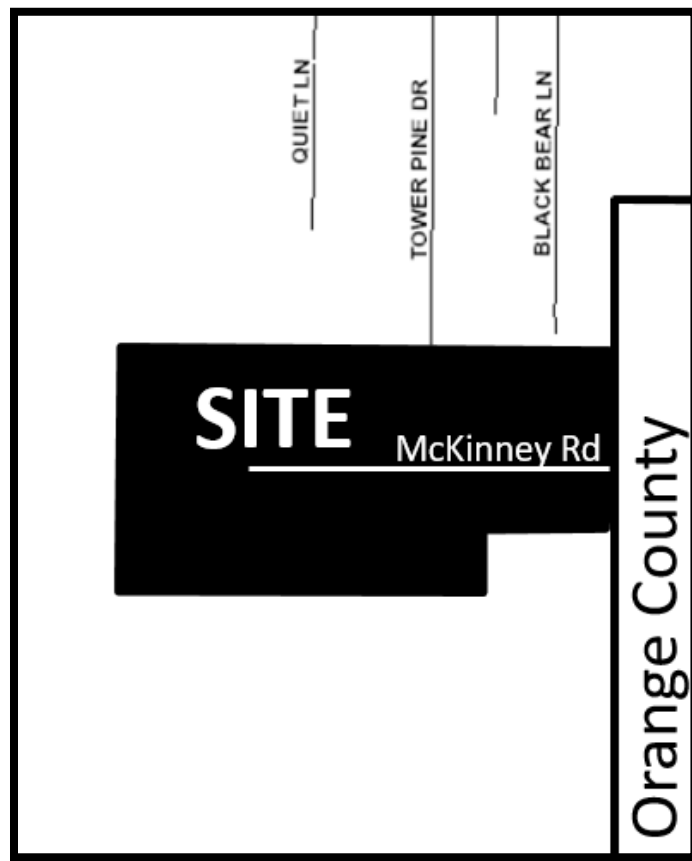
SECTION 3.

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

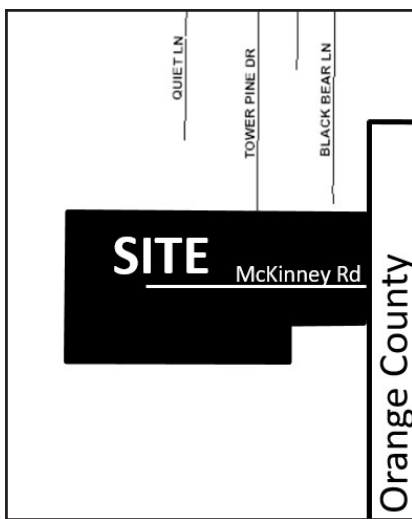
CITY OF CLERMONT

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.

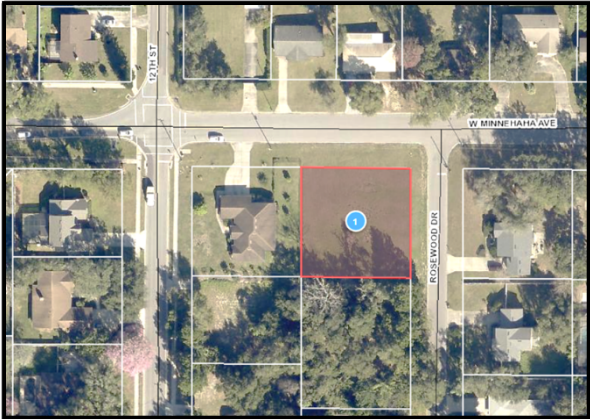
The public hearings will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7335 if you have any questions.

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

AGENDA ITEM

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Variance Request Reyes		
Requested Action		
Recommend denial of the variance application.		
Staff Report		
The applicant, the Reyes family, is requesting two variances in order to construct a residential home on the property. The lot is on the southwest corner of W. Minnehaha Ave. and Rosewood Drive, and the dimensions of the lot are approximately 125 feet by 125 feet. With it being on the corner, the Land Development Code requires a thirty-five foot setback from the right-of-way line for each road in the R-1-A Single Family Low Density Residential zoning district. The rear yard setback is twenty-five feet and the interior side yard setback is nine feet. The applicant is requesting a variance to allow an interior side yard setback of 8 ½ feet and a rear yard setback of 8 ½ feet. The applicant desires to construct a new home that they intend to be their “forever” home. It is a single-story home and it appears the building plans have been drafted, ready for submittal. The proposed home is exceptionally large in comparison to homes in the area. With the proposed home and associated driveways, the impervious surface ratio is right at the 55% maximum for the R-1-A Single Family Low Density Residential zoning. With the proposed configuration of the home and it being single-story, it is encroaching into the rear and interior side yard setback. More details can be found in the Staff Analysis Report. 		
Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on four of the five criteria. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Reyes -Staff Analysis Report-Variance	Reyes -Staff Analysis Report-Variance.pdf
2.	New 86-174 Review Criteria-Reyes Variance	New 86-174 Review Criteria-Reyes Variance.pdf
3.	Reyes Map and Exhibits	Reyes Map and Exhibits.pdf
4.	Site plan	Site plan.pdf
5.	Elevation and Floor Plan - Reyes	Elevation and Floor Plan - Reyes.pdf
6.	Reyes Letter AK 3432839	Reyes Letter AK 3432839.pdf
7.	Application	Application.pdf
8.	Reyes VAR legal ad	Reyes VAR legal ad.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER/APPLICANT: Alexis and Enmy Reyes

PROJECT NAME: Reyes Variance Request

REQUESTED ACTION: The applicant is requesting two variance requests. The variance requests are: (1) to allow for a side yard setback to be less than the minimum requirement of 9 feet, and (2) to allow for a rear yard setback to be less than the minimum requirement of 25 feet, Land Development Code, Section 122-105 for the R-1-A Single Family Low Density zoning district.

SIZE OF PARCEL: 15,625 +/- square foot lot (~125 feet by 125 feet).

LOCATION: Vacant lot on the southwest corner of W. Minnehaha Ave. and Rosewood Dr. intersection. AK 3732839

EXISTING ZONING: R-1-A Single Family Low Density Residential

EXISTING LAND USE: Vacant Property

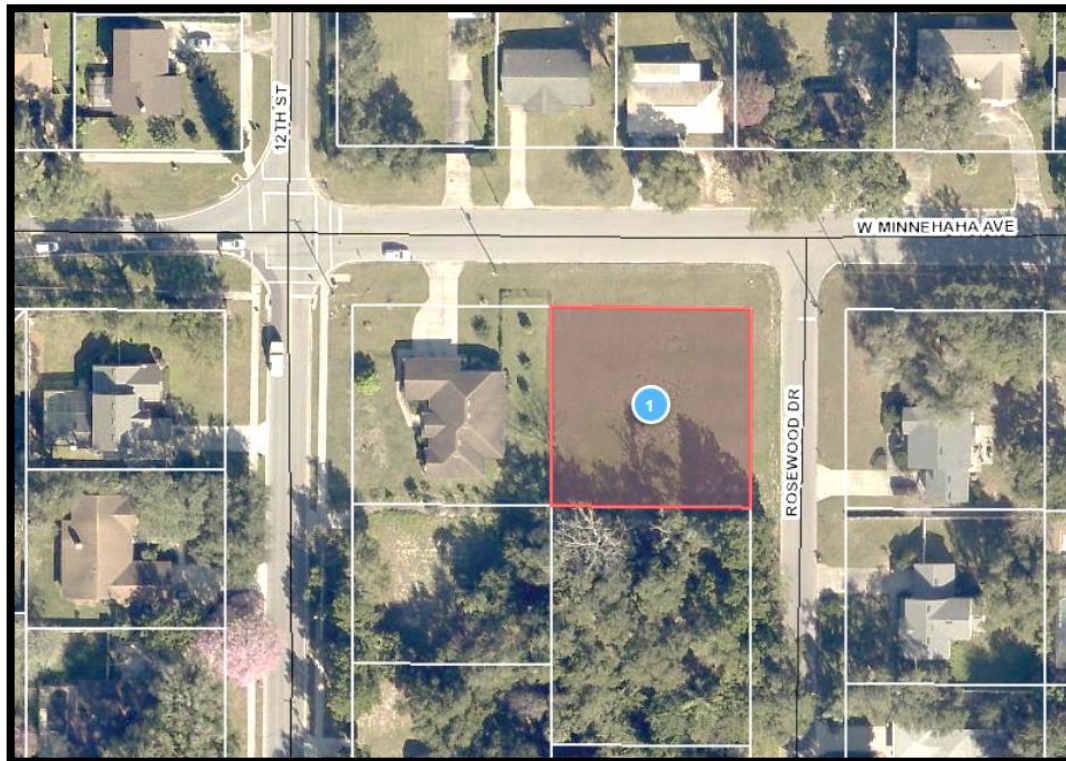
FUTURE LAND USE CATEGORY: Low Density Residential

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting two variances in order to construct a residential home on the property. The dimensions of the lot are approximately 125 feet by 125 feet and the lot is on the southwest corner of W. Minnehaha Ave. and Rosewood Drive. With it being on the corner, the Land Development Code requires a thirty-five foot setback from the right-of-way line for each road. The rear yard setback is twenty-five feet and the interior side yard setback is nine feet. The applicant is requesting a variance to allow an interior side setback of 8 ½ feet and a rear yard setback of 8 ½ feet. The applicant is proposing to construct a 5,171 square foot home on the property, which is covering approximately 33% of the lot. The living area is proposed at 3,556 square feet. With the proposed configuration of the home and it being single-story, it is encroaching into the rear and interior side yard setback.

A review of the area indicates a few vacant lots and residential homes constructed in the vicinity. The subject property is shaded below with the blue circle in the aerial photograph below. Directly west adjoining this lot is a residential home with an address of 1677 12th Street. A review of the City's files indicate that a variance was granted in 2007 to allow the home to be constructed 30 feet from the northern property line from W. Minnehaha Ave. All other lot setbacks are met. This home, which is 3,212 square feet, would be the most direct party affected by the granting of the variance. The adjoining lot to the south is vacant at this time. The other homes along Rosewood Drive appear to meet all the required setbacks.



The applicant desires to construct a new home that they intend to be their “forever” home. It is a single-story home and it appears the building plans have been drafted, ready for submittal. They purchased the lot in February 2019. The proposed home is exceptionally large in comparison to homes in the area. With the proposed home and associated driveways, the impervious surface ratio is right at the 55% maximum for the R-1-A Single Family Low Density Residential zoning. The applicant would not be able to add any more impervious surface to the lot, such as a pool and/or deck in the future without pursuing another variance. The home across the street, 1679 Rosewood Drive, is listed at 2,956 square feet of living area, but is constructed as a two-story home. This home meets all the setback requirements.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on four of the five criteria. Therefore, staff recommends denial of the variance request.

Reyes Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: *The granting of the property will have no effect on the any adjoining properties, on the contrary will bring more value to the community.*

Staff comments: *The applicant is requesting a rear yard setback from 25 feet to 8 ½ feet. This reduction in setback of 66% is substantial and may negatively impact the standard of living of the property owner at 1677 12th street.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *Granting the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district.*

Staff comments: *The requested variance is not consistent with other similar uses and will be out of character to other development in the same zoning designation. The rear yard setback reduction from 25 feet to 8 ½ feet would be out of character with properties in the same zoning category, particularly the ones in the area. However, the interior side yard setback of 8 ½ feet instead of 9 feet would be negligible.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *The home will be in character with the surrounding beautiful homes and add incredible value to the community along Rosewood and Minnehaha Ave.*

Staff comments: *If the variance request is approved, the direct benefit would be the applicant. However, the adjoining property owner to the west would be subject to the reduced rear yard setback and this may not outweigh the benefits of granting the variance. The interior side yard setback reduction would be minimal to both the applicant and adjoining property owner.*

Negative finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: *No direct response.*

Staff comments: *The requested variance will not be in conflict with the Comprehensive Plans goals, objectives and policies for the designated Land Use.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *The requested variance would allow the construction of our “forever” home and a place where our daughter can grow and have her own family one day.*

Staff comments: *The requested variance is seeking a substantial reduction in the rear yard setback to make reasonable use of the land, as a direct result of the floor plan of the desired house. The interior side yard setback reduction is the minimum variance that will make reasonable use of the land, however; the rear yard setback reduction is extreme. The building envelope of the lot meeting all the setbacks provide an area with the dimensions of 81 feet by 65 feet, or 5,265 square feet. The proposed style and floorplan does not fit within the limitations of the lot and required setbacks.*

Negative finding

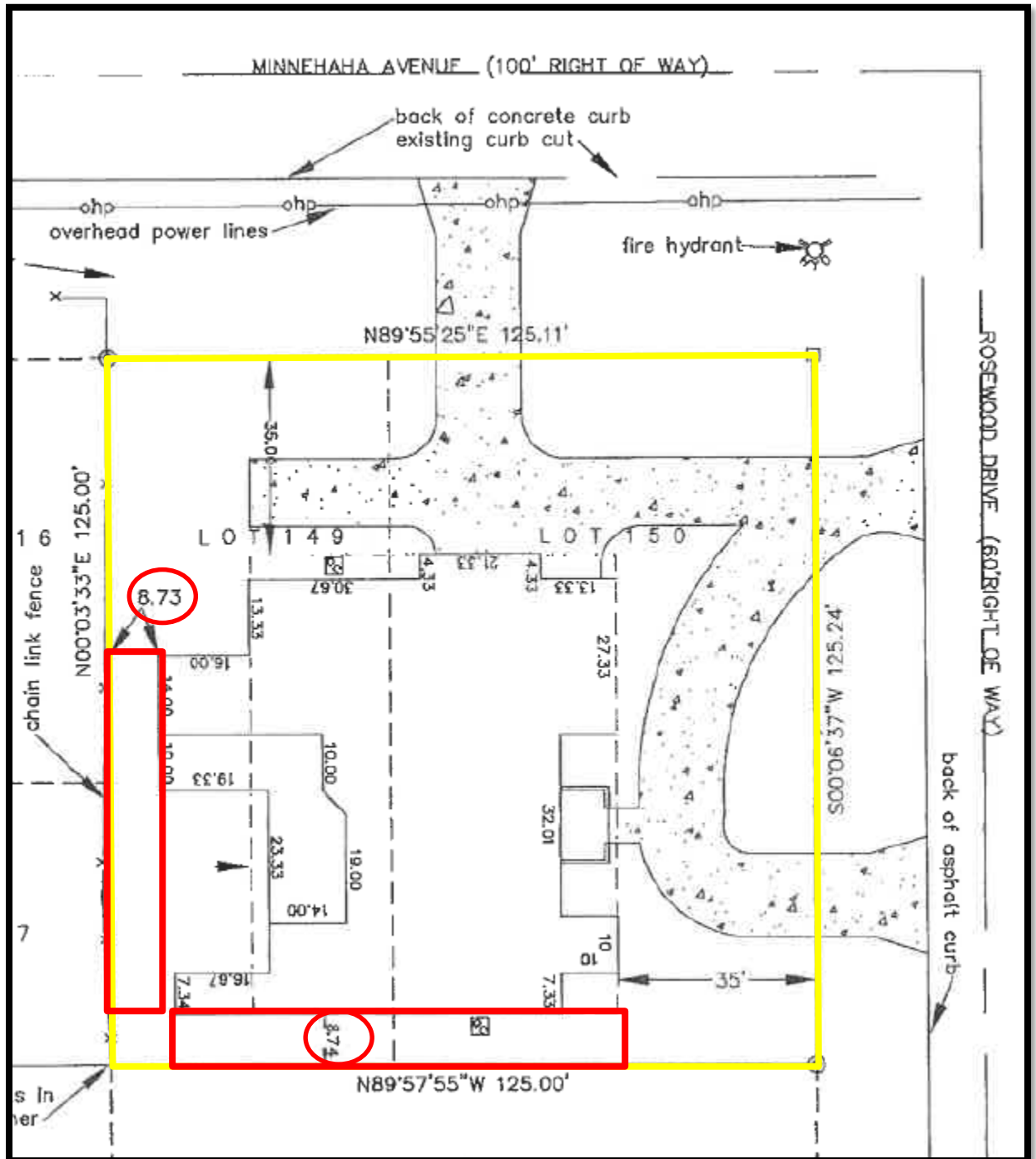
STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on four of the five criteria. Therefore, staff recommends denial of the variance request to the Land Development Code.

Exhibit - Location Map –Reyes Variance



Yellow
Outline:
Project
Boundary

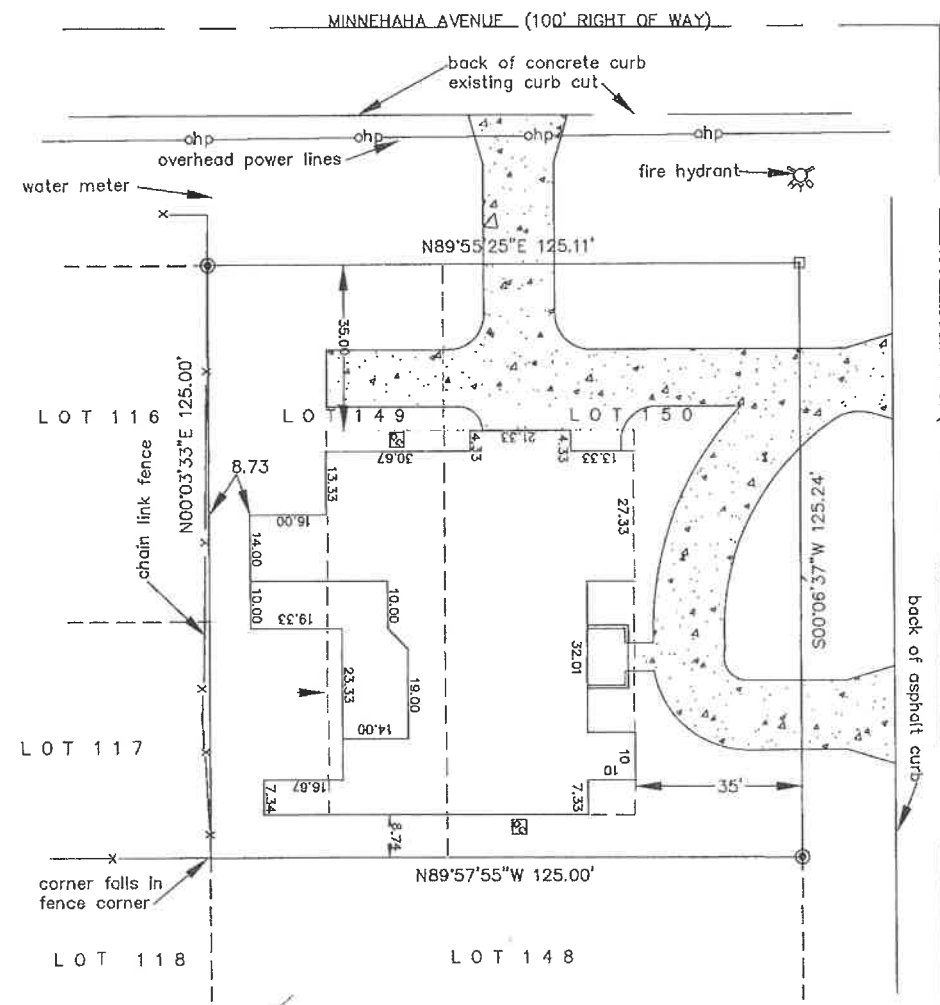
Exhibit - Reyes Variance



The applicant is requesting a reduced interior side yard setback (8.5 feet) and a rear yard setback (8.5 feet). The reduced setback areas are indicated in red above from the property line in yellow.

Exhibit - Reyes Variance





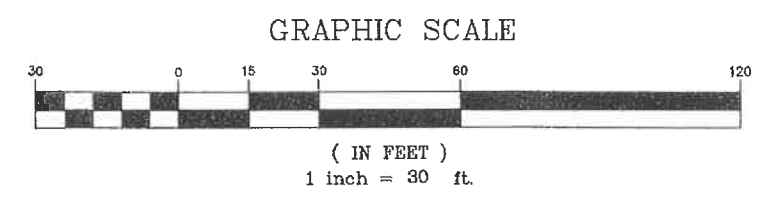
4/31/2022
PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER.
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

Lot area = 16,647 square feet
Impervious area = 8,261 square feet
% impervious = 49.6

DESCRIPTION:
Lots 149 & 150, Indian Hills, a subdivision of the City of Clermont as the same is shown and represented on the Official Map of the City of Clermont, recorded in Plat Book 8, Pages 17 to 23, inclusive, Public Records of Lake County, Florida. Containing 0.86± acres.

NOTES:
1. Bearings based on an assumed bearing of S.89°46'12\"/>

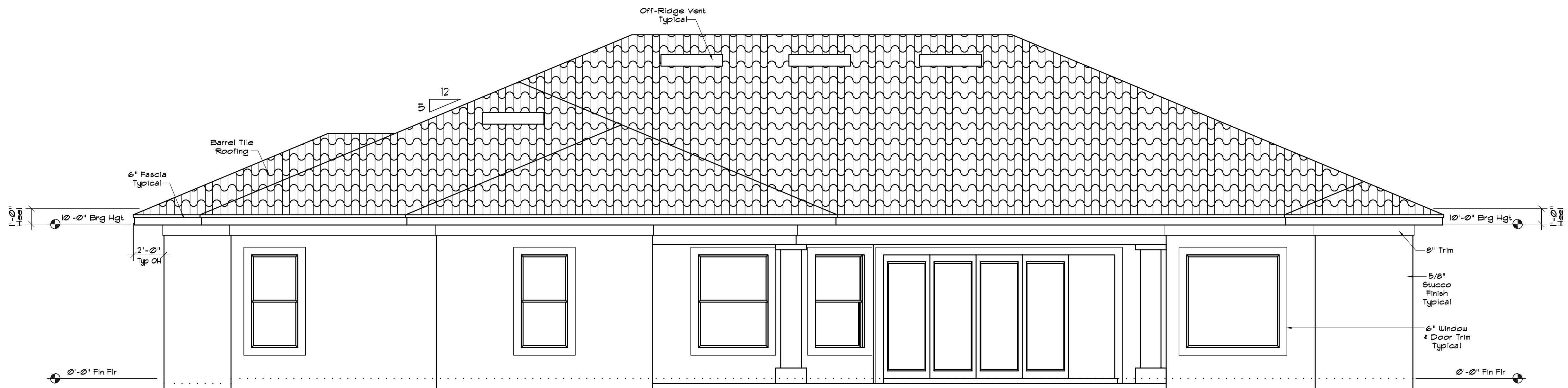
- ▣ = Found 4x4 concrete monument
- ⊙ = Found #4 rebar marked 6980



Blackburn Surveying, Inc. L.B. # 6528 642 W. Highway 50 Mailing Address: P.O. Box 121022 Clermont, Florida 34712 (352) 394-4417 Fax (352) 394-7058			BOUNDARY SURVEY FOR: ALEXIS & ENMY REYES		
			SCALE: 1" = 30'	APPROVED BY: PMK	DRAWN BY: PMK
DATE: 3.28/2019			FB/PAGE: gps: indian149150		
INDIAN HILLS LAKE COUNTY, FLORIDA					
PAGE NO. 1			DRAWING NO. indianhil149-150		

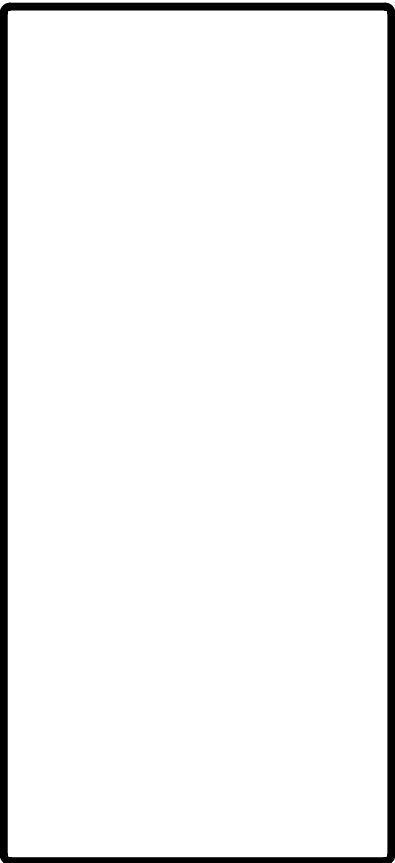


FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

REV.	DESCRIPTION	DATE
1	PRELIMINARY	01/01/06
2	DESIGN REVIEW CHANGES	01/01/06
3	DESIGN REVIEW CHANGES	01/01/06
4	DESIGN REVIEW CHANGES	01/01/06
5	DESIGN REVIEW CHANGES	01/01/06
6	DESIGN REVIEW CHANGES	01/01/06



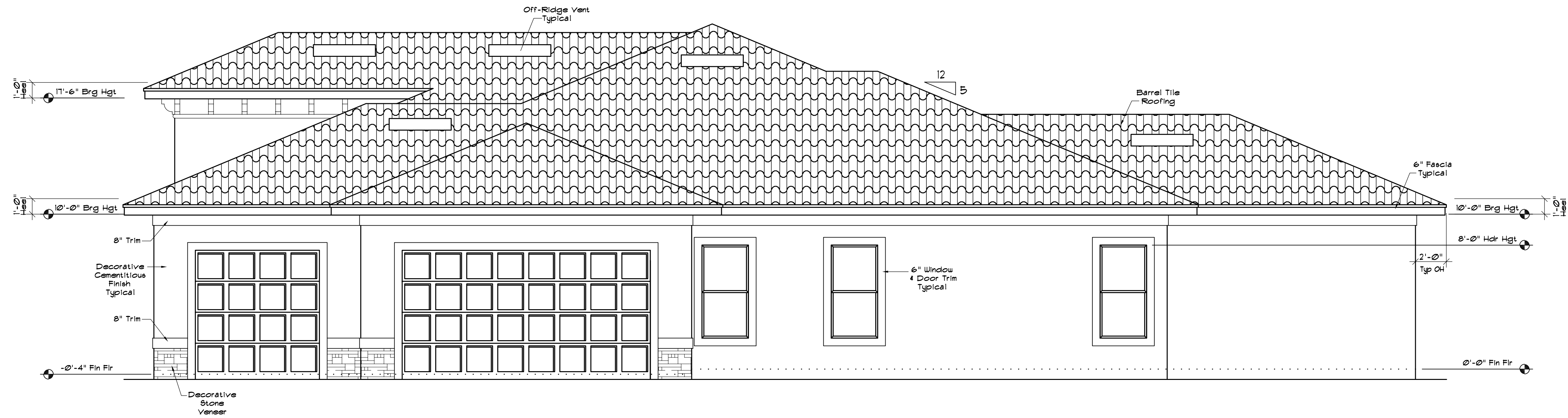
NEW RESIDENCE FOR
"Reyes"

SQUARE FOOTAGE	
LIVING	3,556
TTL A/C	3,556
ENTRY	116
GARAGE	891
LANAI	608

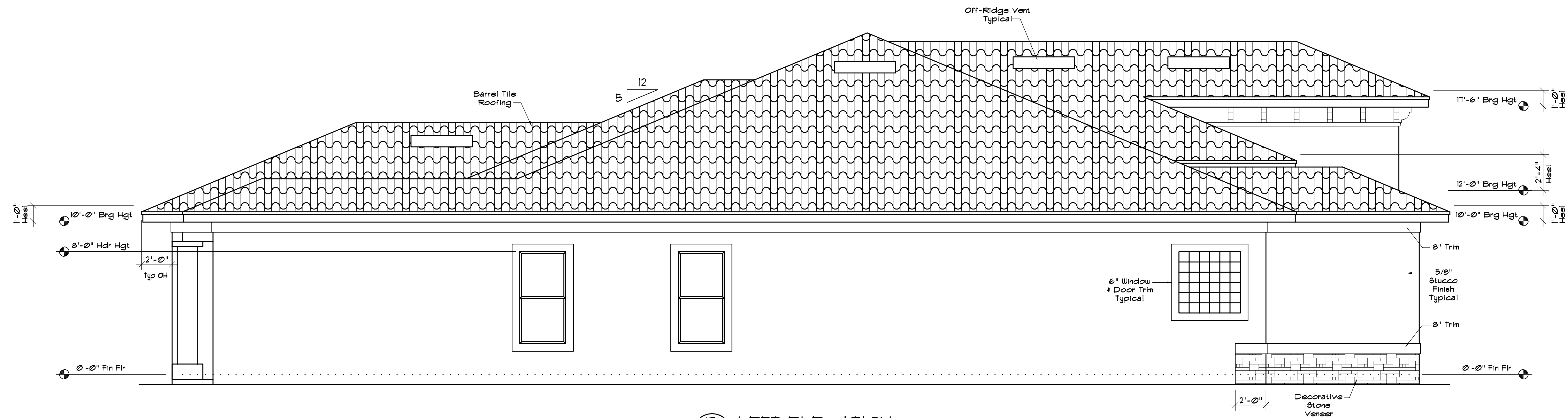
TTL UNDER ROOF 5,171

DATE: 7-12-19
DRAWN BY: dw
SCALE: AS NOTED
JOB # 2781

SHEET #
1



A RIGHT ELEVATION
2 SCALE: 1/4" = 1'-0"



B LEFT ELEVATION
2 SCALE: 1/4" = 1'-0"

PLAN REVIEW

REV.	DESCRIPTION	DATE
1	PRELIMINARY	01/05/09
2	DESIGN REVIEW CHANGES	01/05/09
3	DESIGN REVIEW CHANGES	01/05/09
4	DESIGN REVIEW CHANGES	04/05/09
5	DESIGN REVIEW CHANGES	05/05/09
6	DESIGN REVIEW CHANGES	05/05/09
7	DESIGN REVIEW CHANGES	07/05/09
8	DESIGN REVIEW CHANGES	07/05/09

NEW RESIDENCE FOR
"Reyes"

SQUARE FOOTAGE

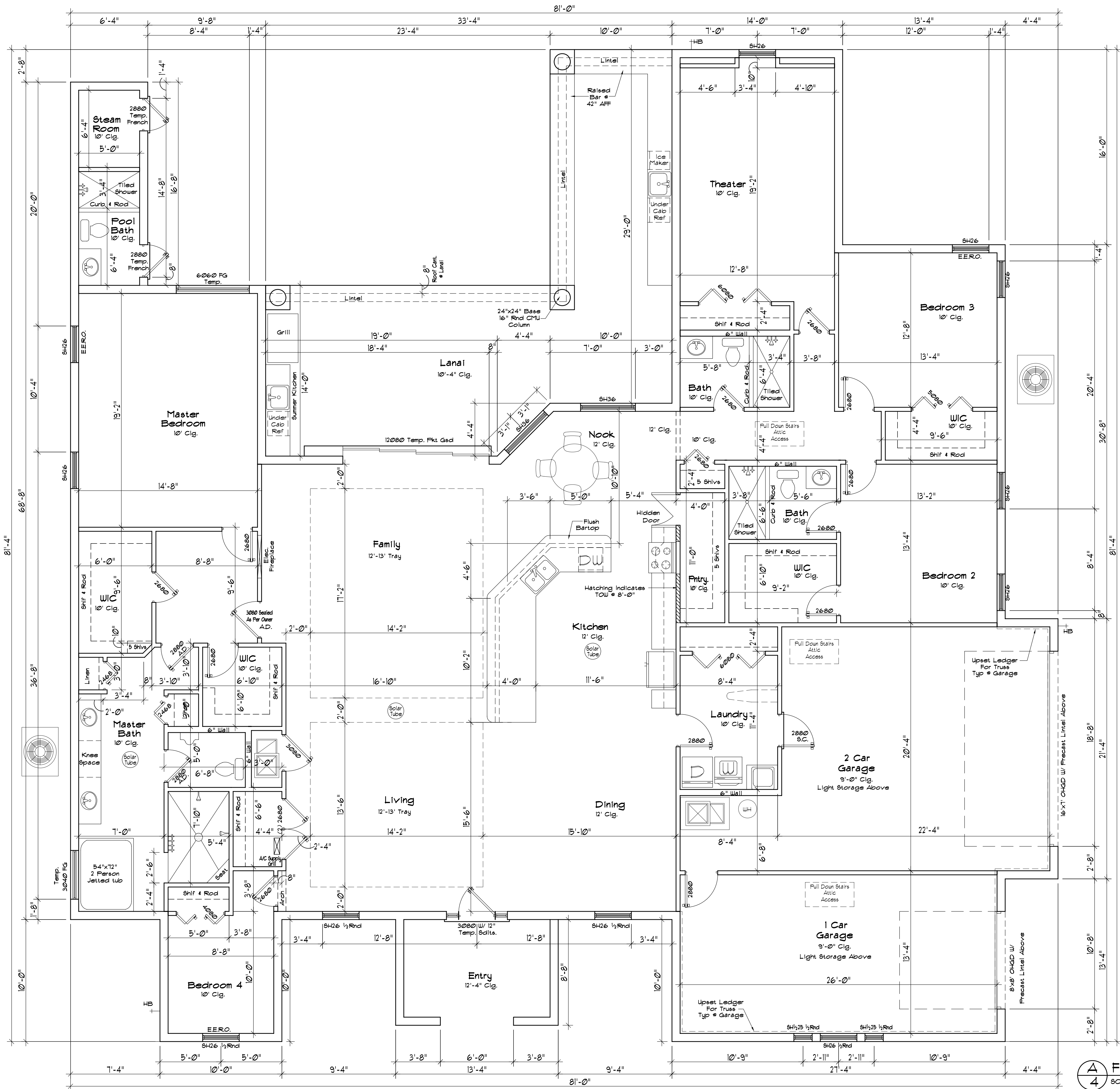
LIVING	3,556
TTL A/C	3,556
ENTRY	116
GARAGE	891
LANAI	608

TTL UNDER ROOF 5,171

DATE: 7-12-19
DRAWN BY: dw
SCALE: AS NOTED
JOB # 2781

SHEET #

2



FLOOR PLAN
SCALE: 1/4" = 1'-0"

LAKE DRAFTING
AND GRAPHICS INC.
CLERMONT, FLORIDA 34711
PHONE (352) 394-1652

PLAN REVIEW	
REV.	DESCRIPTION
1	PRELIMINARY
2	DESIGN REVIEW CHANGES
3	DESIGN REVIEW CHANGES
4	DESIGN REVIEW CHANGES
5	DESIGN REVIEW CHANGES
6	DESIGN REVIEW CHANGES
7	DESIGN REVIEW CHANGES

NEW RESIDENCE FOR
"Reyes"

SQUARE FOOTAGE	
LIVING	3,556
TTL A/C	3,556
ENTRY	116
GARAGE	891
LANAI	608

TTL UNDER ROOF	5,171
----------------	-------

DATE: 7-12-19
DRAWN BY: dw
SCALE: AS NOTED
JOB # 2781

SHEET #
4

LAKE DRAFTING
AND GRAPHICS INC.
CLERMONT, FLORIDA 34711
PHONE (352)941-1652

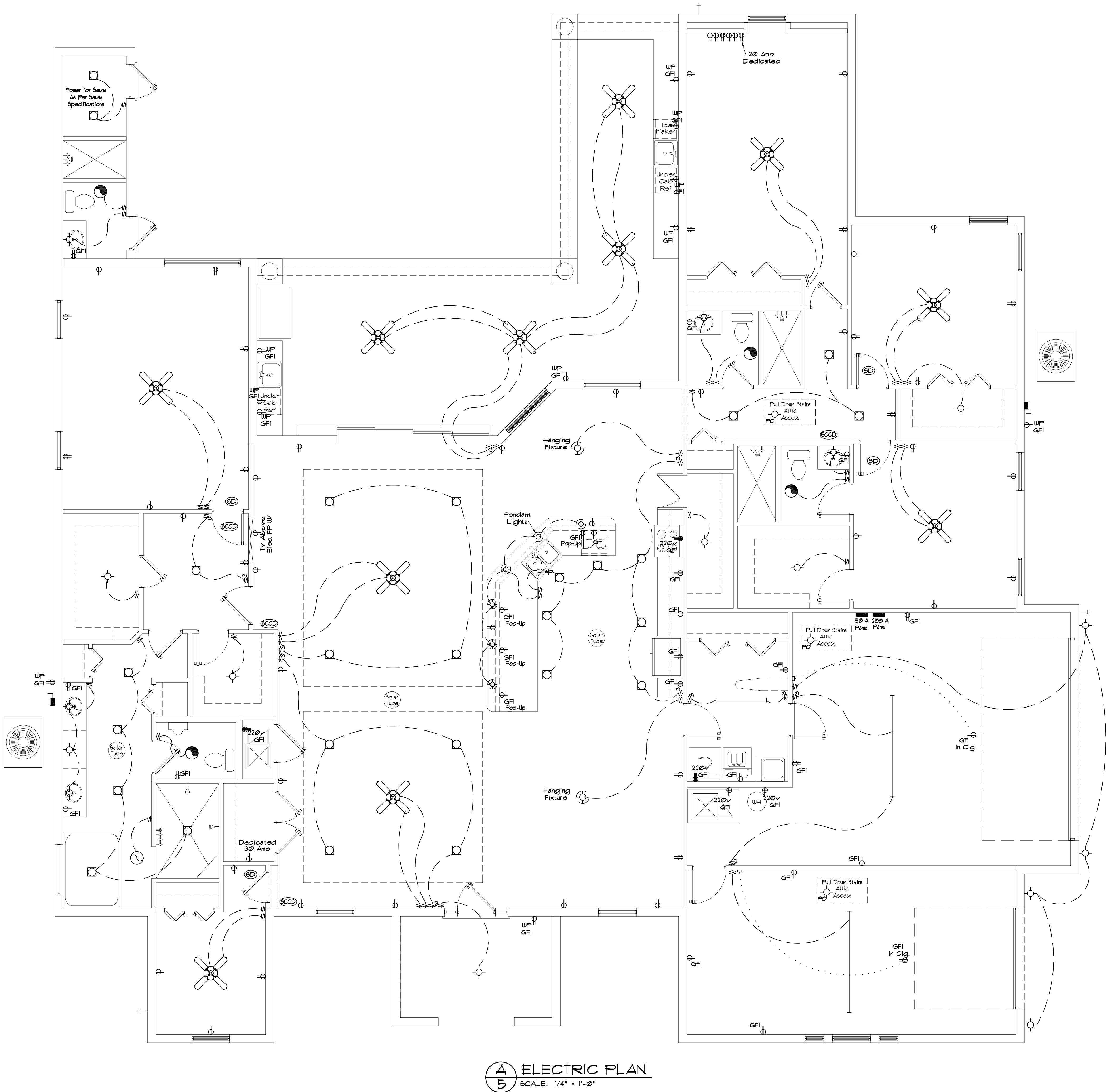
REV.	DESCRIPTION	DATE
1	PRELIMINARY	01/01/2016
2	DESIGN REVIEW CHANGES	01/01/2016
3	DESIGN REVIEW CHANGES	01/01/2016
4	DESIGN REVIEW CHANGES	01/01/2016
5	DESIGN REVIEW CHANGES	01/01/2016
6	DESIGN REVIEW CHANGES	01/01/2016

PLAN REVIEW

NEW RESIDENCE FOR
"Reyes"

SQUARE FOOTAGE	
LIVING	3,556
TTL A/C	3,556
ENTRY	116
GARAGE	891
LANAI	608
TTL UNDER ROOF 5,171	
DATE: 7-12-19	
DRAWN BY: dw	
SCALE: AS NOTED	
JOB # 2781	

SHEET #
5



- Electrical Symbols

Switch

3-way Switch

110v Outlet

220v Outlet

Switched Outlet

Telephone Connection

Cable Connection

A/V Connection

Push Button

Floor Outlet

Speaker

Hockey Puck Light

Incandescent Light

Recessed Light

Chandelier

Track Lighting

Fluorescent

24" Fluorescent Fixture

Pressure Light w/Fan

Panel

Exhaust Fan

Exhaust / Light Combo

Smoke Detector

Smoke / Carbon Combo

Flood Light

Fan

Security Keypad

Intercom

Cutoff Switch

Motion Detector
- ELECTRICAL NOTES:

1. ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL CODES

2. LOCATION OF EXISTING UNDERGROUND UTILITY LINES AND STRUCTURES SHALL BE DETERMINED AND VERIFIED IN THE FIELD PRIOR TO COMMENCING WORK. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR HIS DAMAGE TO OTHER TRADES

3. ELECTRICAL BOXES INSTALLED IN FLOORS, WALLS, OR CEILINGS SHALL BE MOUNTED FLUSH WITH FINISHED SURFACE AND CONDUITS AND/OR CABLES SHALL BE CONCEALED UNLESS OTHERWISE NOTED

4. EXTERIOR, GARAGE, KITCHEN, BATHROOM OR ANY OUTLETS WITHIN 6' OF A WATER SOURCE ARE GFI/UP

5. CONFIRM LOCATION OF FIXTURES WITH HOMEOWNERS AT THE COMPLETION OF FRAMING IF SAID HOMEOWNERS ARE AVAILABLE WITHIN A TIMELY PERIOD

6. * Symbol Represents Bracing And Pressure only For Ceiling Fans With Light (Fan is not Supplied Unless Shown as a Fan.)
- NEC COMPLIANCE

NEC 2011 ARTICLE 210-52

NEC 2011 ARTICLE 210-8a(1)

NEC 2011 ARTICLE 210-8a(6)

NEC 2011 ARTICLE 210-8a(2)

NEC 2011 ARTICLE 210-12

NEC 2011 ARTICLE 210-63

INTERIOR AND EXTERIOR RECEPTACLES

BATHROOM RECEPTACLES TO BE GFI

ALL KITCHEN COUNTER RECEPTACLES TO BE GFI

ALL RECEPTACLES IN GARAGE TO BE GFI

ARC FAULT RECEPTACLES AS REQUIRED

115v UP/GFI SHALL BE PROVIDED NEAR A/C UNIT

City Of Clermont
Planning & Development
685 W. Montrose Street,
Clermont, FL 34711

Letter of Intent for Zoning Variance For
Alexis and Enmy Reyes
Lots 149 & 150, Rosewood and Minnehaha Ave,
Indian Hills Subdivision, Clermont, FL 34711

ZONING: R-1-A PARCEL ID: 26-22-25-0300000-14900
Letter of Intent for Zoning Variance/ Special Exception

Dear Planning & Zoning Members,

We are requesting a variance for the above parcels to seek relief of the required rear yard setback for the reasons detailed below, the actual rear yard setback will not allow us to build our forever home as get old we want to settle and give our daughter a place where she can grow and have her own family one day, this home will for sure be in character with the surrounding beautiful homes and add incredible value to the community along Rosewood and Minnehaha Ave.

1. Due to the shape, ubication of the lot in a corner and the stablished plot plans combined with the required setbacks, right rear and front of 35Ft, left rear of 9Ft which we are at about 8.74Ft that is barely a difference and the rear yard 25Ft and we are at 8.73Ft, this has created a hardship for us were the house will not fit in with the actual zoning requirements, therefor we kindly and respectfully ask for a reduction of the require rear setback of 25Ft to 8.73Ft.
2. Granting the variance will not be materially detrimental to the public welfare or injurious to the Property or improvements in the zoning district.
3. The granting of the property will have no effect on any adjoining properties on the contrary will bring more value to the community.

Thank you for your consideration,

Sincerely,
Alexis and Enmy Reyes
Property Owners



CITY OF CLERMONT
VARIANCE
APPLICATION

 **received**
4.6.2022

PAID EX 2266

DATE <u>04/06/2022</u>		FEE: <u>\$ 300.00</u>	
Project Name (if applicable) <u>ALEXIS REYES</u>			
Applicant <u>ALEXIS REYES, ENMY REYES</u>			
Contact Person			
Address <u>18644 TRIPLE E RD</u>		City <u>CLERMONT</u>	State <u>FL</u>
Telephone <u>407-864-1443 / 407-864-1538</u>		Fax	Zip <u>34715</u>
Email <u>ALEXISR91969@gmail.com</u>		<u>ENMY22@gmail.com</u>	
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State
Telephone		Zip	
Email			
PROPERTY INFORMATION			
Address of Subject Property <u>LOTS 149, 150 INDIAN HILLS SUB</u>		City <u>CLERMONT</u>	State <u>FL</u>
General Location <u>ROSEWOOD DR SW MINNEAPOLIS NC</u>			Zip <u>34711</u>
		<u>.36 ACRES</u>	
Legal Description & Alternate Key (include copy of survey) <u>PROPERTY ID # 26-22-25-0300000-14900</u> <u>ALTERNATE KEY # 3732839</u>			
Land Use (City verification required)			
Zoning (City verification required) <u>R-1-A</u>			



CITY OF CLERMONT VARIANCE APPLICATION

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

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

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

Single Family Residence.
WE WOULD LIKE TO HAVE BIGGER BACKYARD FOR THE KIDS
How does the Code create a hardship?

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

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

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Alexis Reyes
ENNY REYES

Applicant Name (print)

Alexis Reyes
ENNY REYES

Owner Name (print)


x 

Applicant Name (signature)


x 

Owner Name (signature)

NOTICE

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

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542



The Gainesville Sun | The Ledger | News Chief
Daily Commercial | Ocala StarBanner
Herald-Tribune | The Palm Beach Post
News Herald | Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	04/20/2022
Order Number:	7197319
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	55.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/03/2022 - 05/03/2022	Govt Public Notices
LEE dailycommercial.com	1	05/03/2022 - 05/03/2022	Govt Public Notices

Total Order Confirmation	\$96.90
---------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for the following variances: (1) to allow for a side yard setback to be less than the minimum requirement of 9 feet, and (2) to allow for a rear yard setback to be less than the minimum requirement of 25 feet, Land Development Code, Section 122-105 Yards, at the following location:

LOCATION:

Vacant Lot
Southwest corner of the
W. Minnehaha Ave. and Rosewood
Dr. intersection
Alt. Key 3732839

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

The Clermont City Council will consider this request at a public hearing on Tuesday, May 10, 2022 at 6:30 PM in the Clermont City Hall, Council Chambers located at 685 West Montrose Street, Clermont, FL.

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

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

5/3



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-020 <i>Introduction</i> <i>Kia Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-020.		
Staff Report		
The annexation request of the subject property is authorized by the signed Utility Agreement with the property owner. The Notice of Encumbrance to allow for annexation was executed on October 14, 2020. The property is located south of State Road 50 and east of Magnolia Pointe Boulevard. The property is approximately 19.62 +/- Acres. The parcel is located within the Clermont (JPA) Joint Planning Area and the Utility Service Agreement boundaries. The project has received site plan approval within Lake County's jurisdiction and is currently under construction for a new KIA automobile sales and service dealership. The project is receiving water and sewer services from the City, which has sufficient capacity to provide services for the development. The City will annex the property with the existing site conditions and development entitlements approved by Lake County. Any future development changes or additions will require compliance with Clermont Codes and Land Development Regulations. The subject property will be annexed into Clermont's jurisdiction with a Future Land Use change from Lake County Regional Commercial to Clermont Commercial designation. The rezoning of the property will change the current zoning classification from Lake County "CP" Commercial Planned to Clermont "C-2" General Commercial. Staff recommends approval of the Future Land Use change from Lake County Regional Commercial to Clermont Commercial designation with the provisions of Ordinance No. 2022-020.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2022-020 Annexation (04.27.2022)	ORD 2022-020 Annexation (04.27.2022).pdf	
2. Kia Location map	Kia Location map.pdf	
3. Annex legal ad	Annex legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-020

AN ORDINANCE UNDER THE CODE OF ORDINANCES 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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN 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 benefitted 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

FROM W LINE OF GOV LOT 1 & S R/W LINE OF SR 50 RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE 312.37 FT FOR POB, CONT S 89DEG 45MIN 41SEC E 278.32 FT, S 02DEG 21MIN 18SEC W 116.05 FT, S 07DEG 40MIN 26SEC W 223.86 FT, N 89DEG 35MIN 28SEC W 246.07 FT, N 00DEG 24MIN 32SEC E 337.19 FT TO POB ORB 4989 PG 1370

FROM W LINE OF GOV LOT 1 WITH S R/W LINE OF SR 50 RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE 590.69 FT FOR POB, CONT ALONG SAID R/W LINES S 89DEG 45MIN 41SEC E 69.36 FT TO E LINE OF W 660 FT OF GOV LOT 1, S 01DEG 00MIN 01SEC W 1153.82 FT, N 89DEG 35MIN 28SEC W 310.67 FT, N 00DEG 24MIN 32SEC E 825.53 FT, S 89DEG 35MIN 28SEC E 221.07 FT, N 07DEG 40MIN 26SEC E 223.86 FT, N 02DEG 21MIN 18SEC E 116.05 FT TO POB, BEG AT INTERSECTION OF S R/W LINE OF SR 50 & E LINE OF W 660 FT OF GOV LOT 1, RUN S 01DEG 00MIN 01SEC E 518.83 FT, S 89DEG 33MIN 14SEC E 33.83 FT, N 00DEG 51MIN 20SEC E TO S R/W LINE OF SR 50, N 89DEG 45MIN 41SEC W

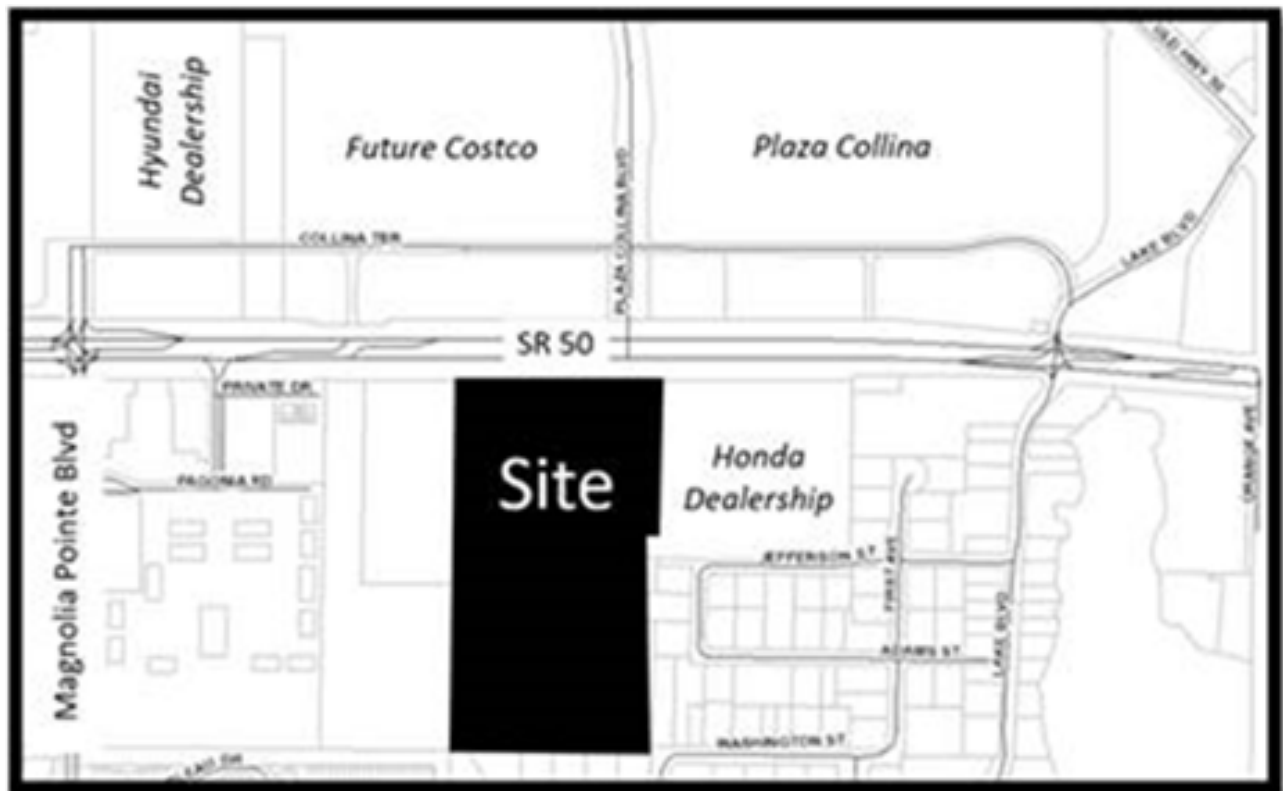
32.53 TO POB ORB 4989 PG 1375

BEG AT INTERSECTION OF W LINE OF GOV LOT 1 WITH S R/W LINE OF SR 50, RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE OF 312.37 FT, S 00DEG 24MIN 32SEC W 337.19 FT, S 89DEG 35MIN 28SEC E 25 FT, S 00DEG 24MIN 32SEC W 825.53 FT, S 89DEG 35MIN 28SEC E 310.67 FT TO E LINE OF W 660 FT OF GOV LOT 1, S ALONG SAID E LINE OF W 660 FT OF GOV LOT 1 TO S LINE OF GOV LOT 1, W ALONG SAID S LINE OF GOV LOT 1 TO W LINE OF GOV LOT 1, N ALONG SAID W LINE OF GOV LOT 1 TO POB ORB 4989 PG 1370

Site contains 19.62 +/- acres.

LOCATION:

Vacant parcel located south of State Road 50
And east of Magnolia Pointe Boulevard
Alternate Key 3309324, 3798103 and 1592356



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 the laws, ordinances, and provisions pertaining to the City of Clermont.



CITY OF CLERMONT
ORDINANCE NO. 2022-020

SECTION 3:

All property afore described 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: CONFLICT

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

SECTION 5: 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 6: 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 7: RECORDING

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

SECTION 6: 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. 2022-020

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

CITY OF CLERMONT

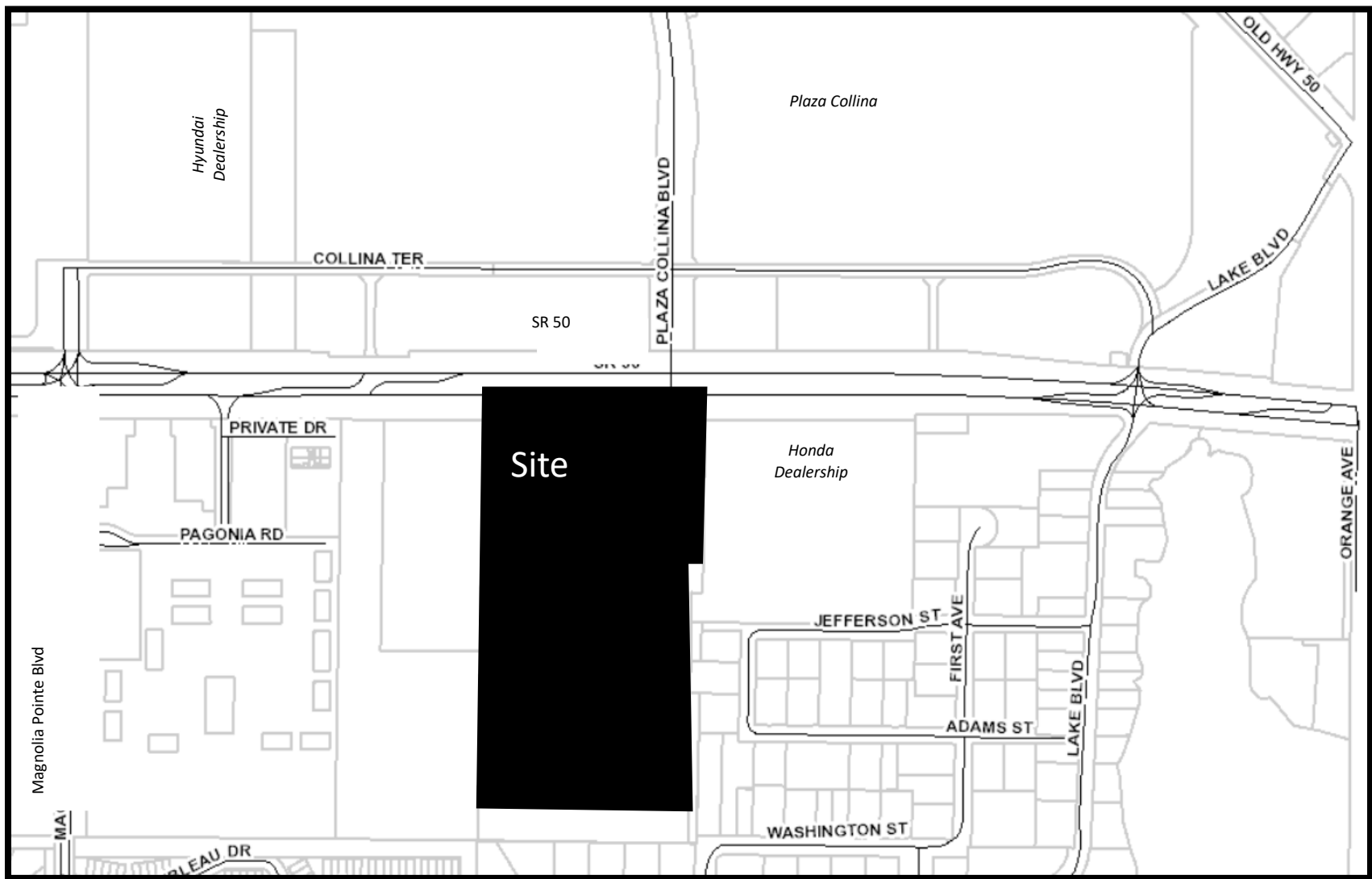
Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



LEGAL NOTICE

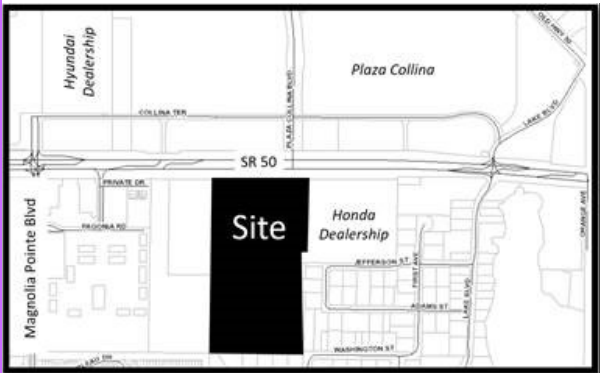
The Clermont City Council will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, May 24, 2022 at 6:30 PM. The public meetings are held at the Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2022-020

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 CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LOCATION:

Vacant parcel located on the south side of State Road 50 and east of Magnolia Pointe Boulevard, adjacent to Honda Dealership (Alternate Keys 3309324, 3798103 and 1592356)



LEGAL DESCRIPTION

Beg at intersection of w line of gov lot 1 with s r/w line of sr 50, run s 89deg 45min 41sec e along said s r/w line of 312.37 ft, s 00deg 24min 32sec w 337.19 ft, s 89deg 35min 28sec e 25 ft, s 00deg 24min 32sec w 825.53 ft, s 89deg 35min 28sec e 310.67 ft to e line of w 660 ft of gov lot 1, s along said e line of w 660 ft of gov lot 1 to s line of gov lot 1, w along said s line of gov lot 1 to w line of gov lot 1, n along said w line of gov lot 1 to pob orb 4989 pg 1370

From w line of gov lot 1 & s r/w line of sr 50 run s 89deg 45min 41sec e along said s r/w line 312.37 ft for pob, cont s 89deg 45min 41sec e 278.32 ft, s 02deg 21min 18sec w 116.05 ft, s 07deg 40min 26sec w 223.86 ft, n 89deg 35min 28sec w 246.07 ft, n 00deg 24min 32sec e 337.19 ft to pob orb 4989 pg 1370

From w line of gov lot 1 with s r/w line of sr 50 run s 89deg 45min 41sec e along said s r/w line 590.69 ft for pob, cont along said r/w lines s 89deg 45min 41sec e 69.36 ft to e line of w 660 ft of gov lot 1, s 01deg 00min 01sec w 1153.82 ft, n 89deg 35min 28sec w 310.67 ft, n 00deg 24min 32sec e 825.53 ft, s 89deg 35min 28sec e 221.07 ft, n 07deg 40min 26sec e 223.86 ft, n 02deg 21min 18sec e 116.05 ft to pob, beg at intersection of s r/w line of sr 50 & e line of w 660 ft of gov lot 1, run s 01deg 00min 01sec e 518.83 ft, s 89deg 33min 14sec e 33.83 ft, n 00deg 51min 20sec e to s r/w line of sr 50, n 89deg 45min 41sec w 32.53 to pob orb 4989 pg 1375

The public meetings are held at the Clermont 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, located on the 1st Floor of the City Hall Building, between 8 AM and 5 PM Monday to Friday.

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

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

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-021 <i>Introduction</i> <i>Kia Small-scale Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-021.		
Staff Report		
The City is requesting approval of a small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to the Clermont Commercial designation. The annexation request of the subject property is authorized by the signed Utility Agreement with the property owner. The Notice of Encumbrance to allow for annexation was executed on October 14, 2020. The property is located south of State Road 50 and east of Magnolia Pointe Boulevard. The property is approximately 19.62 +/- Acres. The parcel is located within the Clermont (JPA) Joint Planning Area and the Utility Service Agreement boundaries. The project has received site plan approval within Lake County's jurisdiction and is currently under construction for a new KIA automobile sales and service dealership. The project is receiving water and sewer services from the City, which has sufficient capacity to provide services for the development. The City will annex the property with the existing site conditions and development entitlements approved by Lake County. Any future development changes or additions will require compliance with Clermont Codes and Land Development Regulations. The subject property will be annexed into Clermont's jurisdiction with a Future Land Use change from Lake County Regional Commercial to Clermont Commercial designation. The rezoning of the property will change the current zoning classification from Lake County "CP" Commercial Planned to Clermont "C-2" General Commercial. Staff recommends approval of the Future Land Use change from Lake County Regional Commercial to Clermont Commercial designation with the provisions of Ordinance No. 2022-021.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2022-021 CPA (04.27.2022)	Ord. 2022-021 CPA (04.27.2022).pdf	
2. Kia Location map	Kia Location map.pdf	
3. CPA legal ad - CORRECTED	CPA legal ad - CORRECTED.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-021

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 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:

Alt Key 3798103

FROM W LINE OF GOV LOT 1 & S R/W LINE OF SR 50 RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE 312.37 FT FOR POB, CONT S 89DEG 45MIN 41SEC E 278.32 FT, S 02DEG 21MIN 18SEC W 116.05 FT, S 07DEG 40MIN 26SEC W 223.86 FT, N 89DEG 35MIN 28SEC N 246.07 FT, N 00DEG 24MIN 32SEC E 337.19 FT TO POB ORB 4989 PG 1370

Alt key 1592356

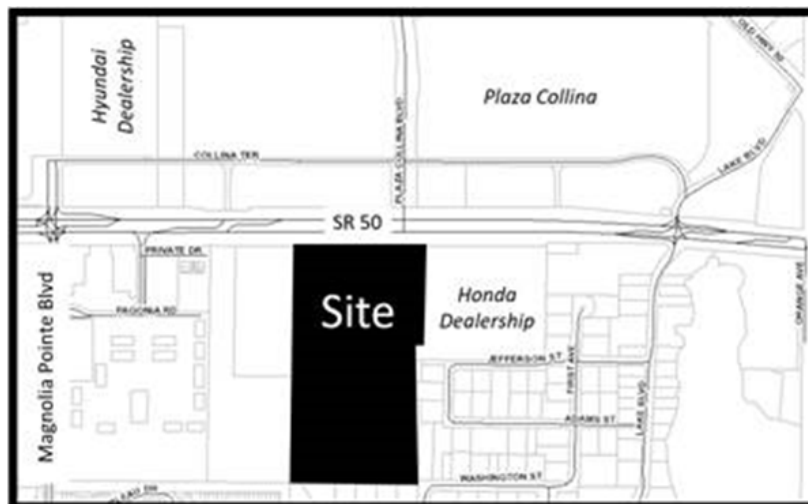
FROM W LINE OF GOV LOT 1 WITH S R/W LINE OF SR 50 RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE 590.69 FT FOR POB, CONT ALONG SAID R/W LINES S 89DEG 45MIN 41SEC E 69.36 FT TO E LINE OF W 660 FT OF GOV LOT 1, S 01DEG 00MIN 01SEC W 1153.82 FT, N 89DEG 35MIN 28SEC W 310.67 FT, N 00DEG 24MIN 32SEC E 825.53 FT, S 89DEG 35MIN 28SEC E 221.07 FT, N 07DEG 40MIN 26SEC E 223.86 FT, N 02DEG 21MIN 18SEC E 116.05 FT TO POB, BEG AT INTERSECTION OF S R/W LINE OF SR 50 & E LINE OF W 660 FT OF GOV LOT 1, RUN S 01DEG 00MIN 01SEC E 518.83 FT, S 89DEG 33MIN 14SEC E 33.83 FT, N 00DEG 51MIN 20SEC E TO S R/W LINE OF SR 50, N 89DEG 45MIN 41SEC W 32.53 TO POB ORB 4989 PG 1375

Alt key 3309324

BEG AT INTERSECTION OF W LINE OF GOV LOT 1 WITH S R/W LINE OF SR 50, RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE OF 312.37 FT, S 00DEG 24MIN 32SEC W 337.19 FT, S 89DEG 35MIN 28SEC E 25 FT, S 00DEG 24MIN 32SEC W 825.53 FT, S 89DEG 35MIN 28SEC E 310.67 FT TO E LINE OF W 660 FT OF GOV LOT 1, S ALONG SAID E LINE OF W 660 FT OF GOV LOT 1 TO S LINE OF GOV LOT 1, W ALONG SAID S LINE OF GOV LOT 1 TO W LINE OF GOV LOT 1, N ALONG SAID W LINE OF GOV LOT 1 TO POB ORB 4989 PG 1370

LOCATION:

Vacant parcel located on the south of State Road 50, and
East of Magnolia Pointe Boulevard
(Alternate Key 3309324, 3798103 and 1592356)





CITY OF CLERMONT
ORDINANCE NO. 2022-021

CHANGE IN FUTURE LAND USE CLASSIFICATION:

**FROM: LAKE COUNTY REGIONAL COMMERCIAL
TO: CITY OF CLERMONT COMMERCIAL**

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance 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 OF SCRIVENERS ERROR

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. 2022-021

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

CITY OF CLERMONT

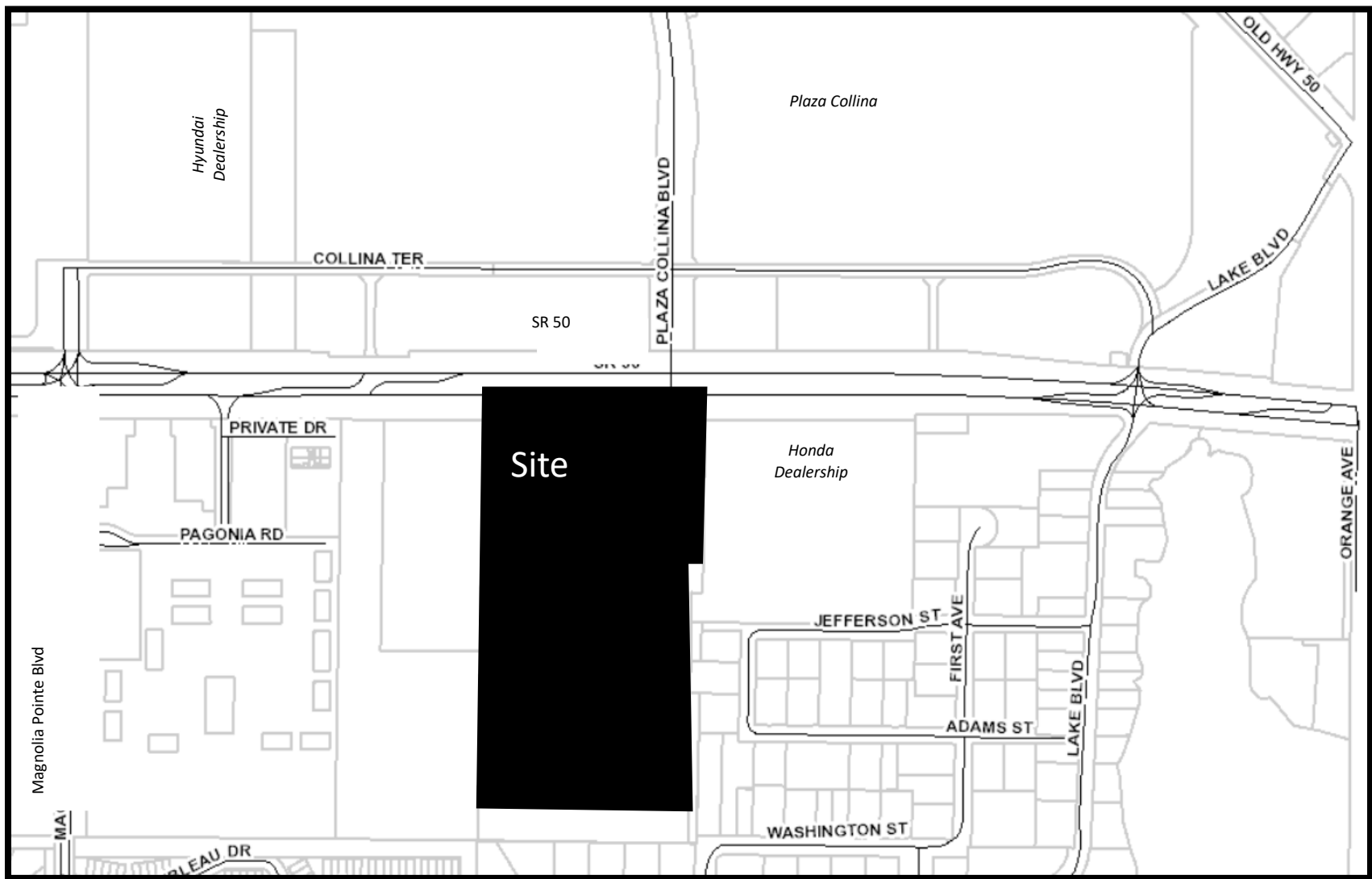
Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

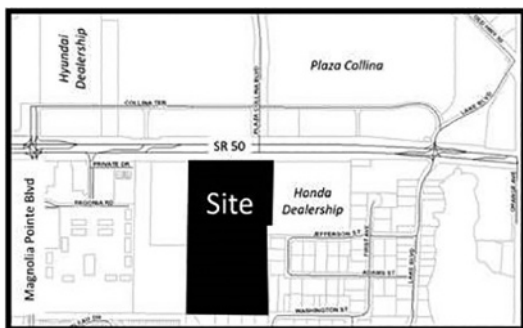


CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE Comprehensive Plan Amendment

ORDINANCE NO. 2022-021

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, May 3, 2022 at 6:30 PM, and the Clermont City Council will hold a public meeting on Tuesday, May 24, 2022 at 6:30 PM for the (final reading and ordinance adoption) 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 below from Lake County Regional Commercial to Clermont Commercial Land Use Designation.



LOCATION:

Vacant parcel located on State Road 50,
and east of Magnolia Pointe Boulevard
(Alternate Key 3309324, 3798103 and 1592356)

ORDINANCE NO. 2022-021

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 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, Clermont, FL 34711 and are open to public comment. The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 AM and 5 PM Monday to 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 1

Meeting Date		
Tuesday, May 10, 2022		
Agenda Item Name		
Ordinance No. 2022-022 <i>Introduction</i> <i>Kia Auto Rezoning</i>		
Requested Action		
Recommend approval of Ordinance No. 2022-022		
Staff Report		
The City is requesting approval of a rezoning to change the zoning from Lake County "CP" Commercial Planned to Clermont C-2 Commercial zoning. The annexation request of the subject property is authorized by the signed Utility Agreement with the property owner. The Notice of Encumbrance to allow for annexation was executed on October 14, 2020. The property is located south of State Road 50 and east of Magnolia Pointe Boulevard. The property is approximately 19.62 +/- Acres. The parcel is located within the Clermont (JPA) Joint Planning Area and the Utility Service Agreement boundaries. The project has received site plan approval within Lake County's jurisdiction and is currently under construction for a new KIA automobile sales and service dealership. The project is receiving water and sewer services from the City. The City has sufficient capacity to provide services for the development. The City will annex the property with the existing site conditions and development entitlements approved by Lake County. Any future development changes or additions will require compliance with Clermont Codes and Land Development Regulations. The subject property will be annexed into the City of Clermont boundaries with a Future Land Use change from Lake County Regional Commercial to Clermont Commercial designation. The rezoning of the property will change the current zoning classification from Lake County "CP" Commercial Planned to Clermont "C-2" General Commercial zoning. Staff recommends approval of the subject parcel rezoning change from Lake County "CP" Commercial Planned to Clermont C-2 Commercial zoning with the provisions of Ordinance No. 2022-022.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2022-022 Rezoning (04.27.2022)	ORD 2022-022 Rezoning (04.27.2022).pdf	
2. Kia Location map	Kia Location map.pdf	
3. ZONING MAP	ZONING MAP.pdf	
4. Rezoning legal ad	Rezoning legal ad.PDF	



CITY OF CLERMONT
ORDINANCE NO. 2022-022

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, PUBLICATION AND AN 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

FROM W LINE OF GOV LOT 1 & S R/W LINE OF SR 50 RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE 312.37 FT FOR POB, CONT S 89DEG 45MIN 41SEC E 278.32 FT, S 02DEG 21MIN 18SEC W 116.05 FT, S 07DEG 40MIN 26SEC W 223.86 FT, N 89DEG 35MIN 28SEC W 246.07 FT, N 00DEG 24MIN 32SEC E 337.19 FT TO POB ORB 4989 PG 1370

FROM W LINE OF GOV LOT 1 WITH S R/W LINE OF SR 50 RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE 590.69 FT FOR POB, CONT ALONG SAID R/W LINES S 89DEG 45MIN 41SEC E 69.36 FT TO E LINE OF W 660 FT OF GOV LOT 1, S 01DEG 00MIN 01SEC W 1153.82 FT, N 89DEG 35MIN 28SEC W 310.67 FT, N 00DEG 24MIN 32SEC E 825.53 FT, S 89DEG 35MIN 28SEC E 221.07 FT, N 07DEG 40MIN 26SEC E 223.86 FT, N 02DEG 21MIN 18SEC E 116.05 FT TO POB, BEG AT INTERSECTION OF S R/W LINE OF SR 50 & E LINE OF W 660 FT OF GOV LOT 1, RUN S 01DEG 00MIN 01SEC E 518.83 FT, S 89DEG 33MIN 14SEC E 33.83 FT, N 00DEG 51MIN 20SEC E TO S R/W LINE OF SR 50, N 89DEG 45MIN 41SEC W 32.53 TO POB ORB 4989 PG 1375

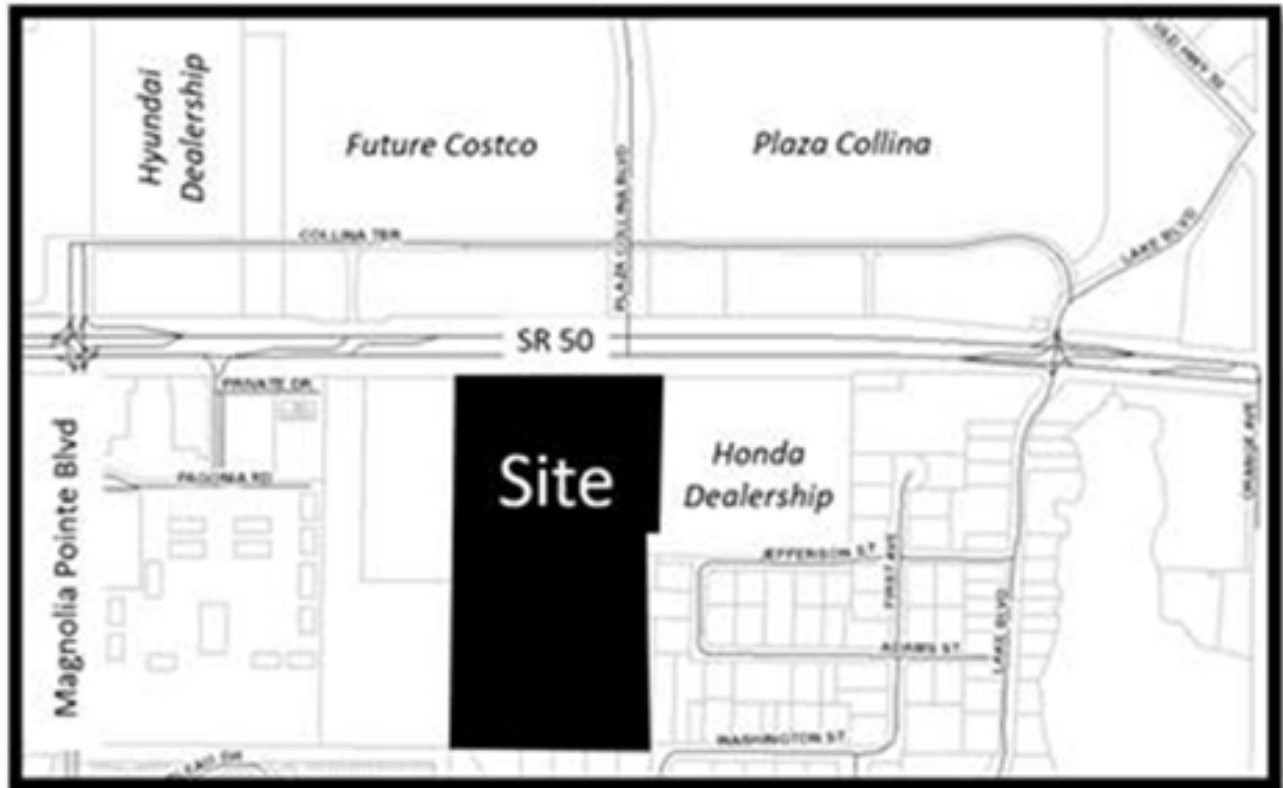
BEG AT INTERSECTION OF W LINE OF GOV LOT 1 WITH S R/W LINE OF SR 50, RUN S 89DEG 45MIN 41SEC E ALONG SAID S R/W LINE OF 312.37 FT, S 00DEG 24MIN 32SEC W 337.19 FT, S 89DEG 35MIN 28SEC E 25 FT, S 00DEG 24MIN 32SEC W 825.53 FT, S 89DEG 35MIN 28SEC E 310.67 FT TO E LINE OF W 660 FT OF GOV LOT 1, S ALONG SAID E LINE OF W 660 FT OF GOV LOT 1 TO S LINE OF GOV LOT 1, W ALONG SAID S LINE OF GOV LOT 1 TO W LINE OF GOV LOT 1, N ALONG SAID W LINE OF GOV LOT 1 TO POB ORB 4989 PG 1370

Site contains 19.62 +/- acres.

CITY OF CLERMONT
ORDINANCE NO. 2022-022

LOCATION:

Vacant parcel located south of State Road 50
And east of Magnolia Pointe Boulevard
Alternate Key 3309324, 3798103 and 1592356



PROPERTY REZONING

**FROM: Lake County “CP” Commercial Planned
TO: City of Clermont “C-2” General Commercial**

SECTION 2: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2022-022

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: RECORDING

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

SECTION 6: 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. 2022-022

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

CITY OF CLERMONT

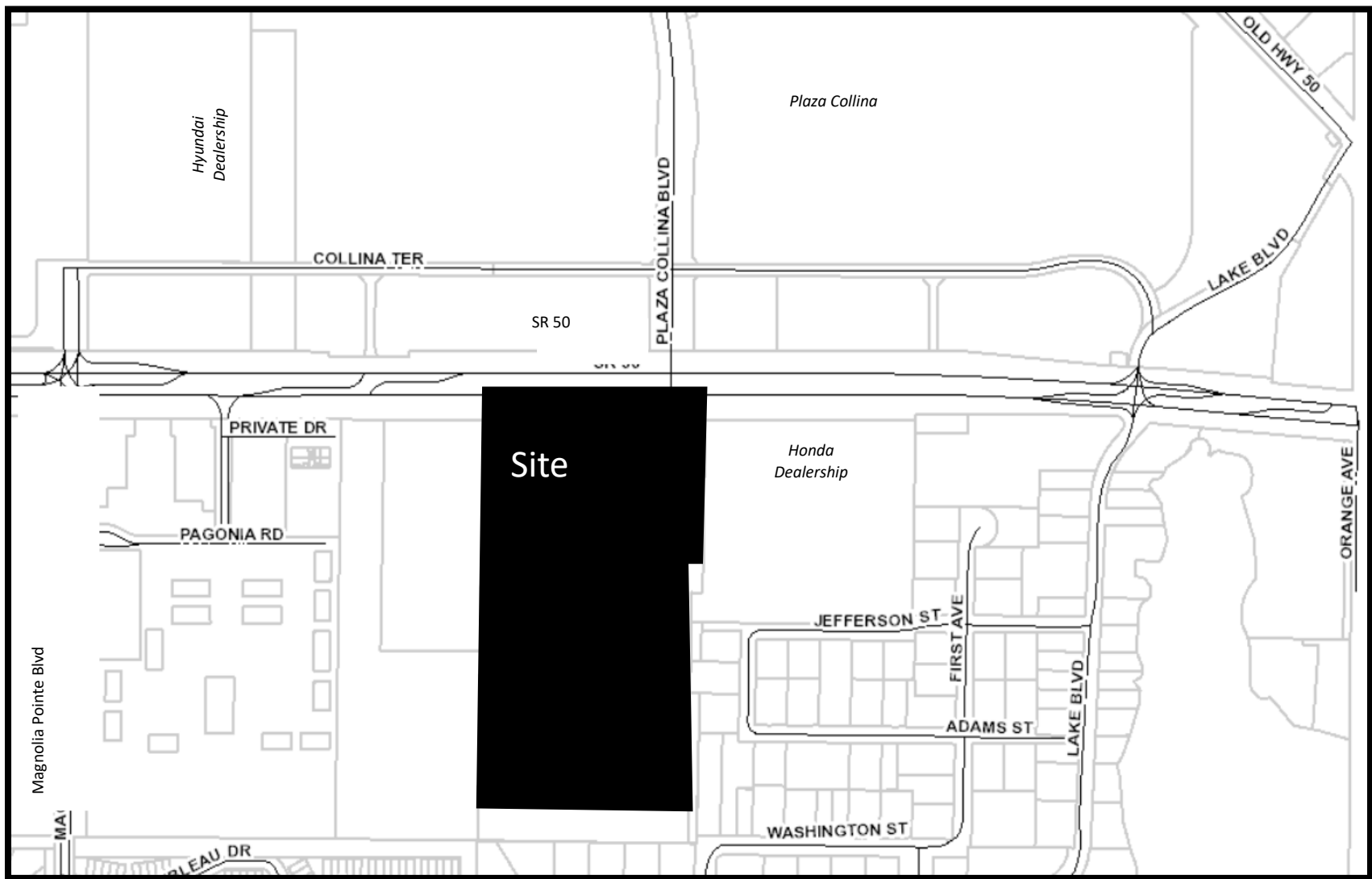
Tim Murry, Mayor

ATTEST:

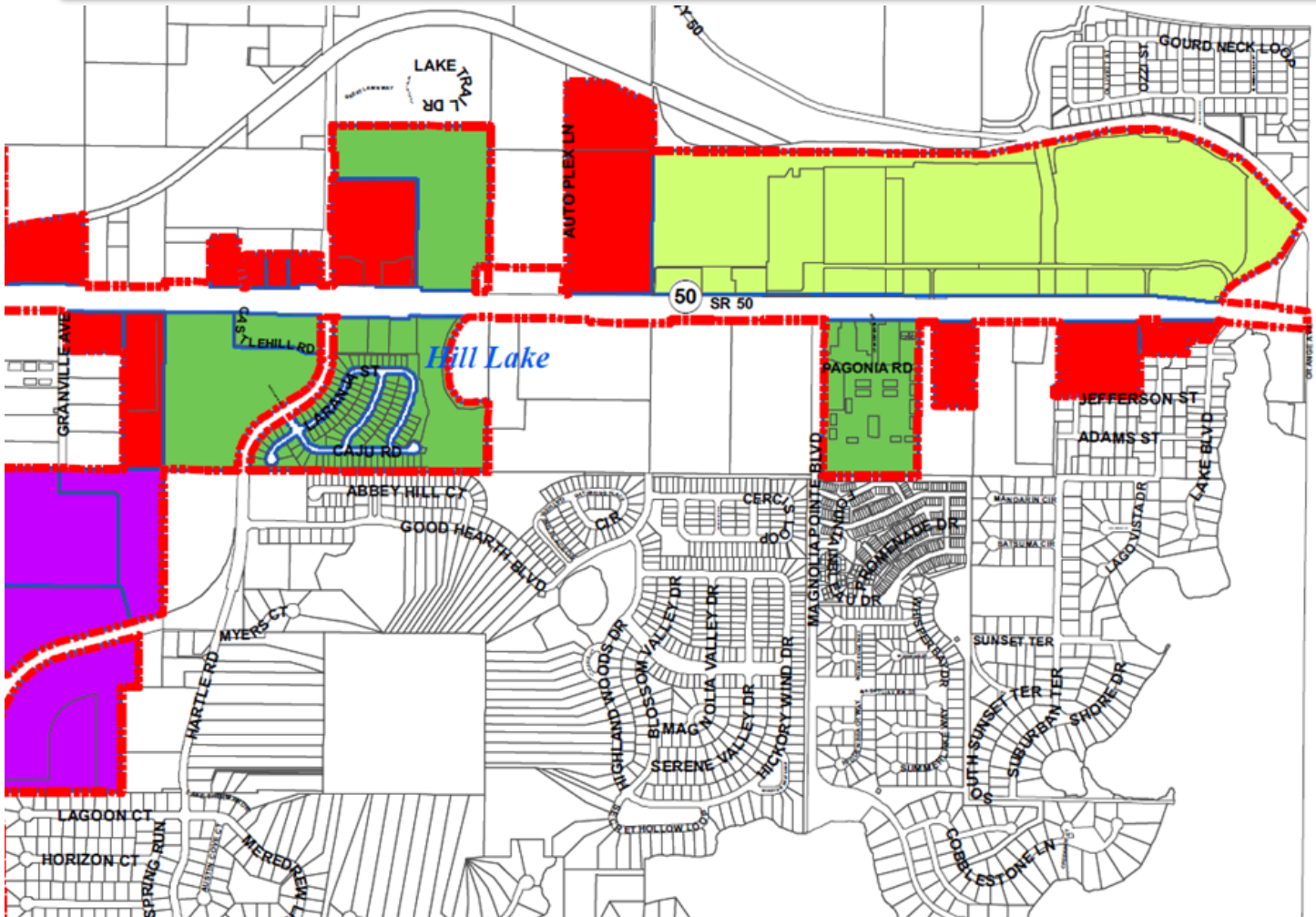
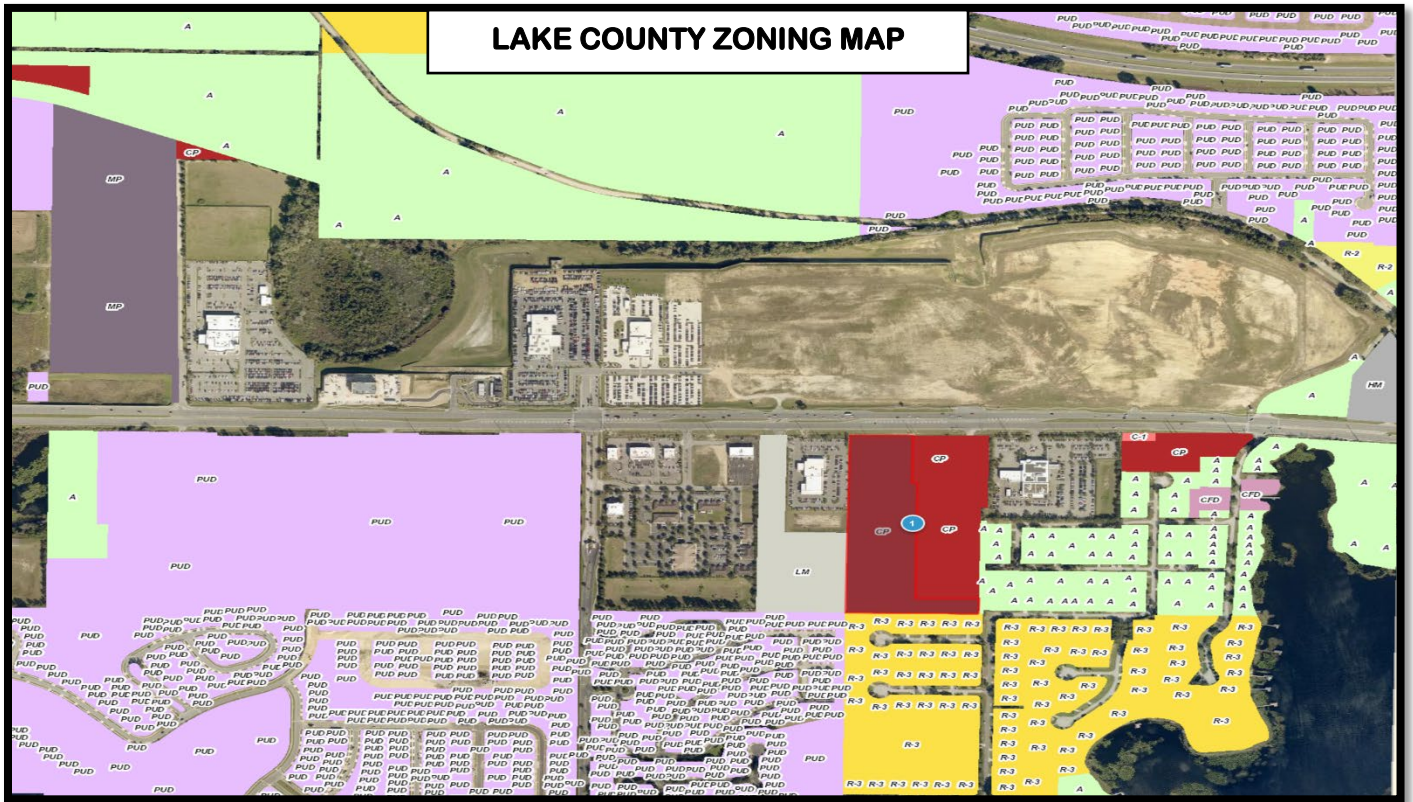
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



LAKE COUNTY ZONING MAP



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. 2022-022

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, PUBLICATION AND EFFECTIVE DATE.

LOCATION:

Vacant parcel located on the south side of State Road 50
and east of Magnolia Pointe Boulevard
Alternate Key 3309324, 3798103 and 1592356



LEGAL DESCRIPTION

Beg at intersection of w line of gov lot 1 with s r/w line of sr 50, run s 89deg 45min 41sec e along said s r/w line of 312.37 ft, s 00deg 24min 32sec w 337.19 ft, s 89deg 35min 28sec e 25 ft, s 00deg 24min 32sec w 825.53 ft, s 89deg 35min 28sec e 310.67 ft to e line of w 660 ft of gov lot 1, s along said e line of w 660 ft of gov lot 1 to s line of gov lot 1, w along said s line of gov lot 1 to w line of gov lot 1, n along said w line of gov lot 1 to pob orb 4989 pg 1370

From w line of gov lot 1 & s r/w line of sr 50 run s 89deg 45min 41sec e along said s r/w line 312.37 ft for pob, cont s 89deg 45min 41sec e 278.32 ft, s 02deg 21min 18sec w 116.05 ft, s 07deg 40min 26sec w 223.86 ft, n 89deg 35min 28sec w 246.07 ft, n 00deg 24min 32sec e 337.19 ft to pob orb 4989 pg 1370

From w line of gov lot 1 with s r/w line of sr 50 run s 89deg 45min 41sec e along said s r/w line 590.69 ft for pob, cont along said r/w lines s 89deg 45min 41sec e 69.36 ft to e line of w 660 ft of gov lot 1, s 01deg 00min 01sec w 1153.82 ft, n 89deg 35min 28sec w 310.67 ft, n 00deg 24min 32sec e 825.53 ft, s 89deg 35min 28sec e 221.07 ft, n 07deg 40min 26sec e 223.86 ft, n 02deg 21min 18sec e 116.05 ft to pob, beg at intersection of s r/w line of sr 50 & e line of w 660 ft of gov lot 1, run s 01deg 00min 01sec e 518.83 ft, s 89deg 33min 14sec e 33.83 ft, n 00deg 51min 20sec e to s r/w line of sr 50, n 89deg 45min 41sec w 32.53 to pob orb 4989 pg 1375

PROPERTY REZONING

From: Lake County "CP" Commercial Planned

To: City of Clermont "C-2" General Commercial

The Planning & Zoning Commission will consider the request on Tuesday, May 3, 2022 at 6:30 PM and the Clermont City Council will hold a public meeting to consider the request on Tuesday, May 24, 2022 at 6:30 PM for the final enactment.

All public meetings will be held at the Clermont 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 to 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