



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, January 10, 2023

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested 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. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Arbor Day

PUBLIC COMMENT

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 - Plat Approval

Consider approval of the Waterbrooke Phase 6-A plat consisting of 119 lots.

Item No. 2 - Resolution No. 2023-001R

Consider approval of FY 2023 Budget Amendment to the General Fund, Cemetery Fund, Police Impact Fund, Stormwater Fund, and CRA Fund.

Item No. 3 - Resolution No. 2023-002R

Consider the subordination of the city interests within an existing utility easement for construction of improvements to State Road 50 by F.D.O.T.

Item No. 4 - Resolution No. 2022-004R

Support Lake County Transportation Impact Fees

Consider requesting the Lake County Board of County Commissioners to adopt new transportation impact fees in the South Lake County Transportation Boundary Area.

Item No. 5 - Interlocal Agreement

Consider an agreement between the City of Minneola and the City of Clermont for provision of wastewater services for properties in the Minneola Business Park off HWY 27.

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Item No. 6 - Annexation Agreement
*Development Previously approved by Lake
County*

Consider Annexation Agreement for
Johns Lake Landing Mixed Use
Development.

Item No. 7 - Utility Service Agreement
Mardoche Dorsonne

Consider agreement for potable water
service for a new single-family home
off of Hartle Road.

Item No. 8 - Utility Service Agreement
Hampton Manor

Consider sewer service in the amount of
11,700 gallons per day for a 92 bed
assisted living facility on property
2,000 ft. south of US 27 and Hartwood
Marsh Road intersection.

Item No. 9 - Contract Amendment

Consider amendments to annual term
contracts that have exceeded or may
exceed \$50,000 on an annual basis.

Item No. 10 - Piggyback Purchase and Budget
Amendment

Consider purchasing one refuge side-
loader and one clam truck in the total
amount of \$577,206 from the Florida
Sheriff's Association contract number
FSA22-VEH20.0 and a budget
amendment in the amount of \$93,000.

Item No. 11 - Bid Award and Budget
Amendments
Mowing Services

Consider the award and approval of a
term contract with AB5 Enterprises to
provide mowing services in the annual
budgeted amount of \$81,055 along with
corresponding budget amendments to
the Stormwater and General Fund.

Item No. 12 - Surplus Request

Approval of surplus from Information
Technology Department and dispose of
in accordance with the Purchasing
Policy.

Item No. 13 - Single/Sole Source Purchase

Consider approval of a single/sole
source purchase from Stryker Medical
to acquire LifePak AEDs and
equipment in the total budgeted amount
of \$56,184.84.

UNFINISHED BUSINESS

Item No. 14 - Ordinance No. 2022-033 *Final*
Clonts Property Rezoning

Consider rezoning to Planned Unit
Development for multi-family use and
commercial use on property located east
of US 27 at Schofield Road.

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NEW BUSINESS

Item No. 15 - Variance Request
982 Nathan Ridge Road

Consider a request for a reduced rear yard setback from 25 feet to 13 feet for the expansion of an existing solid roof screen porch.

Item No. 16 - Variance Request
200 Division Street

Consider a request for a reduced rear yard setback from 25 feet to 14 feet for an existing solid roof screen porch.

Item No. 17 - Variance Request
1672 Turnstone Way

Consider a request for a reduced rear yard setback to allow for an existing solid roof pergola patio structure.

Item No. 18 - Board Appointments

Consider Code Enforcement Board, Police Officers Pension Board, Fire Fighters Pension Board and Outside Agency Appointments.

Item No. 19 - Ordinance No. 2023-002 *Intro MSTU*

Consider the county-wide Municipal Service Taxing Unit to fund ambulance and emergency medical services for an additional five (5) years.

Item No. 20 - Ordinance No. 2023-003 *Intro Firefighter Pension Plan revisions*

Consider amending the Firefighters Retirement Pension Plan pursuant to the Collective Bargaining Agreement.

Item No. 21 - Ordinance No. 2023-004 *Intro Police Officer Pension Plan revisions*

Consider amending the Police Officers Retirement Plan to clarify the definition of compensation, so that the fiscal year is considered the determination period.

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.

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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, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is observed in Florida on January 20, 2023 due to the winter dormancy of trees and the ease in planting and transplanting; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, the City of Clermont wishes to acknowledge its commitment to the preservation of nature and its long established history as a Tree City USA by recognizing the celebration of Arbor Day;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 20th Day of January, Two Thousand and Twenty Three as:

Florida Arbor Day

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 January in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

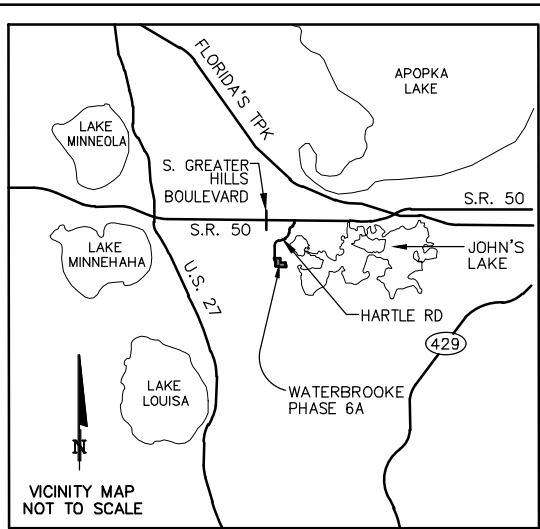


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Plat Approval		
Requested Action		
Staff recommends approval of Waterbrooke Phase 6A plat		
Staff Report		
This is phase 6A of a residential subdivision located east of Ray Goodgame Parkway and south of Highway 50. The plat has been reviewed and approved by the City's contracted Surveyor and Engineer. The plat consists of 119 residential lots for Mattamy Orlando, LLC.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Waterbrooke Phase 6A Final Plat 11x17	Waterbrooke Phase 6A Final Plat 11x17.pdf	



LEGEND (ALL SHEETS)

C53 = CURVE NUMBER (SEE TABLE)
L14 = LINE NUMBER (SEE TABLE)
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
C = CENTERLINE
R/W = RIGHT-OF-WAY
BFE = BASE FLOOD ELEVATION
BOULEVARD. = BOULEVARD
CT. = COURT
NT = NON-TANGENT
(R) = RADIAL
(NR) = NON-RADIAL
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
ORB= OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
DUE = DRAINAGE AND UTILITY EASEMENT
WE = WALL EASEMENT
IRC = IRON ROD & CAP
IP = IRON PIPE
N&D = NAIL AND DISK
FND = FOUND
SEC = SECTION
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
PLS = PROFESSIONAL LAND SURVEYOR
CCR = CERTIFIED CORNER RECORD
OS/L U&D = OPEN SPACE/LANDSCAPE BUFFER UTILITY & DRAINAGE
GOV'T = GOVERNMENT
COR = CORNER
RLS = REGISTERED LAND SURVEYOR
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
NAD83 = NORTH AMERICAN DATUM OF 1983
NGVD 29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
NW = NORTHWEST
NE= NORTHEAST
W = WEST
ID = IDENTIFICATION
FKA = FORMERLY KNOWN AS
SEC 34-22-26 = SECTION 34, TOWNSHIP 22 SOUTH,
RANGE 26 EAST

———— = SHEET MATCH LINE

■ = DENOTES PERMANENT REFERENCE MONUMENT
(SET 4"x4" CONCRETE MONUMENT STAMPED
"PRM LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

□ = DENOTES PERMANENT REFERENCE MONUMENT
(FOUND 4"x4" CONCRETE MONUMENT STAMPED
"PRM LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

○--- = DENOTES PERMANENT CONTROL POINT
(SET NAIL AND DISK STAMPED "PCP
LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

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

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

WATERBROOKE PHASE 6A

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

Description:
That part of Sections 34 and 35, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of said Section 35; thence N88°40'50"W along the North line of said Section 34, for a distance of 20.33 feet to the East right-of-way line of Hartle Road (Now Known As Ray Goodgame Parkway), as described in Official Records Book 5124, Page 399, of the Public Records of Lake County, Florida; thence departing said North line, run along said East right-of-way line the following courses and distances: S00°32'13"E, 1237.34 feet to the point of curvature of a curve concave Easterly having a radius of 2100.00 feet and a chord bearing of S00°32'44"E; thence Southerly along the arc of said curve through a central angle of 00°01'03" for a distance of 0.65 feet to the POINT OF BEGINNING; thence continue Southerly along the arc of said curve concave Easterly having a radius of 2100.00 feet, a chord bearing of S04°21'46"E, through a central angle of 07°37'00" for a distance of 279.17 feet to the point of tangency; S08°10'16"E, 337.23 feet to the point of curvature of a curve concave Westerly having a radius of 2220.00 feet and a chord bearing of S07°03'19"E; thence Southerly along the arc of said curve through a central angle of 02°13'54" for a distance of 86.47 feet to a non-tangent line; S03°30'12"E, 188.74 feet to a non-tangent curve concave Westerly having a radius of 2220.00 feet and a chord bearing of S00°32'00"E; thence Southerly along the arc of said curve through a central angle of 01°04'01" for a distance of 41.34 feet to the point of tangency; S00°00'00"W, 314.17 feet to the South line of lands described in Official Records Book 4637, Page 795, of the Public Records of Lake County, Florida; thence departing said East right-of-way line, run the following courses and distances along said South line: S88°00'40"E, 797.49 feet; S89°33'17"E, 481.55 feet; S00°07'48"E, 4.68 feet; S89°51'03"E, 146.60 feet; thence departing said South line, run N00°08'57"E, 145.00 feet; thence N89°51'03"W, 10.79 feet to the point of curvature of a curve concave Northerly having a radius of 530.00 feet and a chord bearing of N87°49'53"W; thence Westerly along the arc of said curve through a central angle of 04°02'19" for a distance of 37.36 feet to a non-tangent line; thence N00°30'58"W, 137.93 feet; thence N00°00'16"W, 334.10 feet to the North line of Parcel 5 of the aforesaid lands described in Official Records Book 4637, Page 795; thence N88°23'54"W along said North line, 781.09 feet to the Southeast corner of Parcel 4, of said lands described in Official Records Book 4637, Page 795; thence departing said North line, run N00°30'39"W along the East line of said Parcel 4, for a distance of 623.51 feet to the Northeast corner of said Parcel 4; thence N88°47'33"W along the North line of said Parcel 4 and the Westerly prolongation thereof, 681.65 feet to the POINT OF BEGINNING.

The above-described parcel contains 29.225 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- Bearings based on the North line of Section 34, Township 22 South, Range 26 East, Lake County, Florida, being N88°40'50"W, an assumed meridian, relative Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment.
- The State Plane Coordinates shown hereon are relative to St. John's Water Management District, Lake Apopka GPS Control Network control point W56, Northing 1528029.39885, Easting 4344520.17367, Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment average combined scale factor: 0.999997533260.
- A 5/8" Iron rod and Surveyor's plastic cap stamped "McIntosh LB68" will be set on all Lot and Tract corners and changes of direction pursuant to Chapter 177.091 (9), unless otherwise noted.
- According to Flood Insurance Rate Map Community Panel No. 120133 0590E, City of Clermont, Lake County, Florida map revised December 18, 2012, as amended by Letter of Map Revision (LOMR), Case No. 19-04-1054P, effective date January 28, 2020 and Flood Insurance Rate Map Community Panel No. 12069C 0595 E, Lake County, Florida, map revised December 18, 2012 the lands described heron lie in Zone X and Zone AE. The approximate location of the FEMA Flood hazard zone lines, if located within the property and shown hereon, were downloaded from FEMA's website during preparation of the this document and, unless otherwise shown, were not surveyed by Donald W. McIntosh Associates, Inc. This note is for informational purposes only and the surveyor assumes no liability for the correctness of the cited map(s) or LOMR(s), or any subsequent changes or amendments to the flood zone lines shown hereon. In addition, this note does not represent an opinion by the surveyor of the probability of flooding, and are not to be used for any FEMA Flood determinations or certifications.
- All lines intersecting curves are radial unless noted as (NR) = Non-Radial.
- Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
- Tract D is a Private Roadway tract to be owned and maintained by Waterbrooke Homeowners Association, Inc.
- There is hereby granted and dedicated for the benefit of the City of Clermont and other public service and emergency service providers, a non-exclusive easement over and through Tract D (Private Roadway) and any other privately owned internal roads, alleys, paved areas, and sidewalks for vehicular and pedestrian ingress and egress access for the purpose of providing public services and emergency services to the Subdivision, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities, and other public and emergency services. The City of Clermont is hereby granted and dedicated a non-exclusive drainage and utilities easement over, under, across, and through Tract D. The City of Clermont shall only be responsible for the maintenance of utility improvements it accepts and/or installs within the aforesaid Easement Area, and Waterbrooke Homeowners Association, Inc., shall be responsible for the maintenance of all drainage improvements within Tract D.
- Tracts XX and PPP are Open Space tracts to be owned and maintained by Waterbrooke Homeowners Association, Inc.
- Tracts YY and ZZ are Open Space and Landscape Buffer tracts to be owned and maintained by Waterbrooke Homeowners Association, Inc.
- Tract WW is a Stormwater and Open Space tract to be owned and maintained by Waterbrooke Homeowners Association, Inc.
- Tract YYY is a public right-of-way tract to be owned and maintained by Lake County, Florida for public right-of-way purposes, subject to any assignment of such maintenance obligations to another public agency. Owner shall convey fee simple title of Tract YYY to Lake County, Florida by separate instrument to be recorded in the Public Records of Lake County, Florida.
- All platted Wall Easements shown hereon shall be private, non-exclusive easements in favor of the Waterbrooke Homeowners Association, Inc.
- Drainage Easements within Tract XX, Tract WW and Tract PPP are hereby dedicated to the Waterbrooke Homeowners Association, Inc.
- Utility Easements within Tract XX, Tract WW and Tract PPP are hereby dedicated to the Waterbrooke Homeowners Association, Inc. and the City of Clermont.
- Easements within Lots 941 through 953, Lots 970 through 978 and Lots 999 through 1059 are hereby dedicated and established as follows unless otherwise shown:

5.00 foot wide drainage easement (in favor of the Association) and utility easement (in favor of the City of Clermont) along all side and rear lot lines unless otherwise shown.

10.00 foot wide drainage easement (in favor of the Association), and utility easement (in favor of the City of Clermont) along all lot lines abutting right-of-way lines unless otherwise shown.
- Easements within Lots 954 through 969 and Lots 979 through 998 are hereby dedicated and established as follows unless otherwise shown:

10.00 foot wide drainage easement (in favor of the Association), and utility easement (in favor of the City of Clermont) along all lot lines abutting right-of-way lines unless otherwise shown.
- All platted Drainage Easements shown hereon shall be private, non-exclusive easements in favor of the Waterbrooke Homeowner's Association, Inc., its successors or assigns, for the Association's members subject to and in accordance with the terms of the Declaration, and in favor of Mattamy Orlando LLC and its affiliates, successors, assignees or designees.
- An emergency access easement to the private storm drainage system over Tract WW and over all drainage easements shown on this plat is hereby dedicated to the City of Clermont for emergency maintenance purposes in the event inadequate maintenance of the storm drainage system creates a hazard to the public health, safety, and general welfare. The emergency access easement granted above does not impose any obligation, burden, responsibility or liability upon the City of Clermont to enter upon the subject property and take any action to repair or maintain the private drainage system. A non-exclusive easement through, over, under and across all utility easements shown hereon is hereby dedicated for use by all public utilities for the purpose of constructing, maintaining and replacing their respective facilities servicing the lands encompassed by this plat.
- Lands Shown hereon are subject to Ordinance # 2006-30, recorded May 30, 2006 in Official Records Book 3171, Page 2343; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to Ordinance # 2014-80-Jahna PUD Amendment # 27-14-2, recorded January 8, 2015 in Official Records Book 4571, Page 1720; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to Ordinance # 2015-70, recorded November 5, 2015 in Official Records Book 4702, Page 897; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to City of Clermont Ordinance No. 2016-20 recorded August 31, 2018 in Official Records Book 5163, Page 472, Public Records of Lake County, Florida.
- The Declaration of Covenants, Conditions, Restrictions and Easements for Waterbrooke encumbering the lands shown on this plat to be recorded in the Public Records of Lake County, Florida, and all subsequent amendments and supplements thereto independently establishes easements over portions of the lands being platted hereunder.

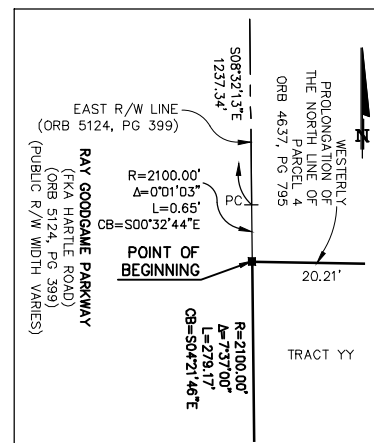
SHEET 1 OF 9

PLAT BOOK	PAGE
WATERBROOKE PHASE 6A DEDICATION	
KNOW ALL BY THESE PRESENTS, that Mattamy Orlando LLC, a Delaware limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed including as set forth in the plat notes.	
IN WITNESS WHEREOF, the Owner has caused these presents to be signed and attested to by its Authorized Agents named below:	
Signed, sealed, and delivered in the presence of:	By: Mattamy Orlando LLC a Delaware Limited Liability Company 2450 Maitland Center Pkwy Suite 300 Maitland, FL 32751
Signature _____	Print Name: _____
Signature _____	Print Name: _____
Signature _____	Print Name: _____
Signature _____	Print Name: _____
STATE OF FLORIDA COUNTY OF ORANGE	
The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization, this _____ by _____ as _____ of Mattamy Orlando LLC, a Delaware Limited Liability Company, on behalf of the Company. He is personally known to me or has produced _____ as identification.	
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.	
Signature of Person Taking Acknowledgment _____	
Print Name: _____ Notary Public Commission No. _____ My Commission Expires: _____	
CERTIFICATE OF APPROVAL BY MUNICIPALITY	
THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the _____ day of _____, 2022, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City of Clermont, Florida.	
Attest: _____	City of Clermont
City Clerk _____	Mayor _____
PRINT NAME _____	PRINT NAME _____
REVIEWER STATEMENT	
Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part I, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.	
_____	Date: _____ Registration # _____
CERTIFICATE OF SURVEYOR	
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Professional Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all the Survey Requirements of Chapter 177.091, Part 1, Platting, Florida Statutes.	
DONALD W. MCINTOSH ASSOCIATES, INC. 2200 Park Avenue North, Winter Park, FL 32789 Certificate of Authorization Number LB68	
Robert "Tyler" Sears _____	Date: _____ Registration # 6950
CERTIFICATE OF CLERK	
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____ File No. _____	
Clerk of the Circuit Court in and for Lake County, Florida	

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

SHEET 2 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND



R=2100.00'
 $\Delta=7^{\circ}37'00''$
 L=279.17'
 CB=S04°21'46"E

PT
 EAST RIGHT-OF-WAY LINE
 (ORB 5124, PG 389)

RAY GOODPASTER PARKWAY
 (FKA HARLE ROAD)
 (ORB 5124, PG 389)
 (PUBLIC R/W WIDTH VARIES)

W. LINE OF THE NW 1/4
 OF SECTION 35--22-26
 S00°31'S2"E, 2477.15'
 (OVERALL)

1927.26'
 11.70'
 S08°10'E 331.23'
 325.54'
 949.90'

-TRACY-

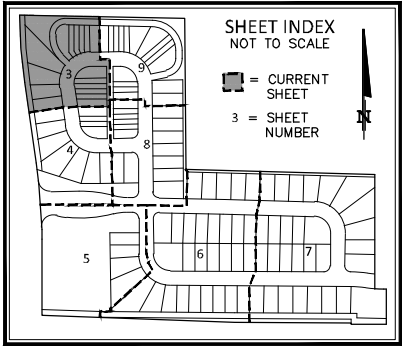
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WATERBROOKE PHASE 6A

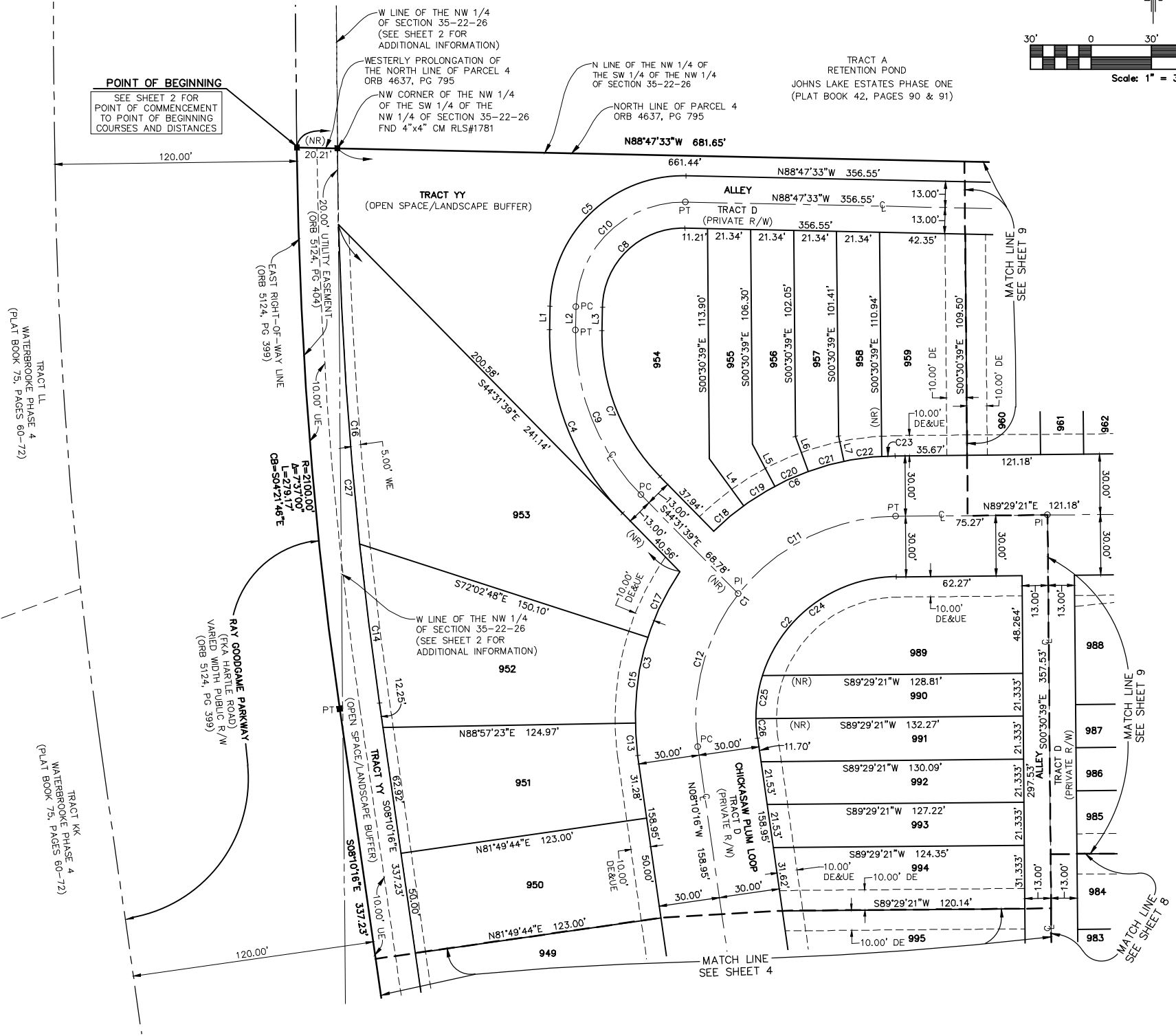
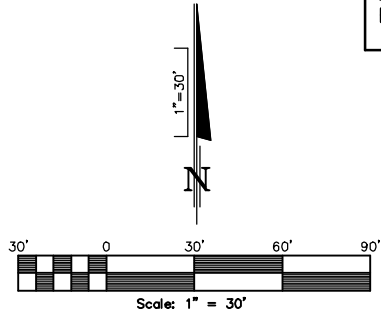
LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA



PLAT BOOK

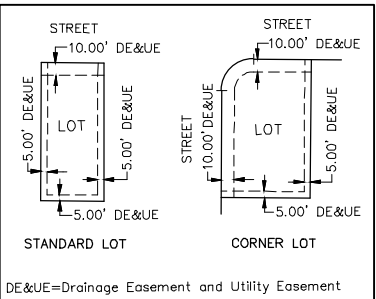
PAGE

SHEET 3 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	97°39'37"	170.45'	150.55'	S40°39'32"W
C2	70.00'	97°39'37"	119.31'	105.39'	S40°39'32"W
C3	130.00'	42°06'24"	95.54'	93.40'	S12°52'56"W
C4	126.00'	45°44'06"	100.58'	97.93'	S21°39'36"E
C5	66.00'	90°00'00"	103.67'	93.34'	S46°12'27"W
C6	130.00'	44°01'00"	99.87'	97.43'	S67°28'51"W
C7	100.00'	45°44'06"	79.82'	77.72'	S21°39'36"E
C8	40.00'	90°00'00"	62.83'	56.57'	S46°12'27"W
C9	113.00'	45°44'06"	90.20'	87.82'	S21°39'36"E
C10	53.00'	90°00'00"	83.25'	74.95'	S46°12'27"W
C11	100.00'	51°29'11"	89.86'	86.87'	S63°44'46"W
C12	100.00'	46°10'27"	80.59'	78.43'	S14°54'57"W
C13	130.00'	7°07'39"	16.17'	16.16'	S04°36'27"E
C14	2080.00'	2°11'20"	79.46'	79.46'	S07°04'36"E
C15	130.00'	18°59'49"	43.10'	42.91'	S08°27'17"W
C16	2080.00'	4°22'02"	158.54'	158.50'	S03°47'55"E
C17	130.00'	15°58'56"	36.26'	36.15'	S25°56'40"W
C18	130.00'	8°36'41"	19.54'	19.52'	S49°46'42"W
C19	130.00'	8°00'55"	18.19'	18.17'	S58°05'30"W
C20	130.00'	7°58'45"	18.10'	18.09'	S66°05'20"W
C21	130.00'	8°06'06"	18.38'	18.37'	S74°07'45"W
C22	130.00'	8°22'14"	18.99'	18.98'	S82°21'55"W
C23	130.00'	2°56'19"	6.67'	6.67'	S88°01'12"W
C24	70.00'	71°54'36"	87.85'	82.20'	S53°32'03"W
C25	70.00'	17°45'38"	21.70'	21.61'	S08°41'56"W
C26	70.00'	7°59'23"	9.76'	9.75'	S04°10'35"E
C27	2080.00'	6°33'22"	238.00'	237.87'	S04°53'35"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N01°12'27"E	11.63'
L2	S01°12'27"W	11.63'
L3	N01°12'27"E	11.63'
L4	S35°54'57"E	28.79'
L5	S27°54'02"E	23.60'
L6	S19°55'18"E	18.44'
L7	S11°49'12"E	12.77'



TYPICAL EASEMENT DETAIL FOR
LOTS 950 THROUGH 953
(DETAIL NOT TO SCALE)

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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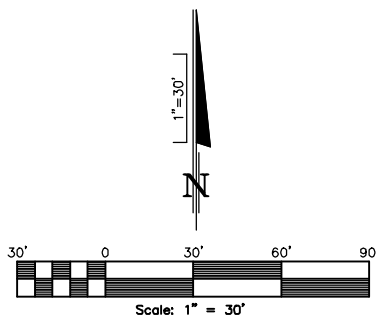
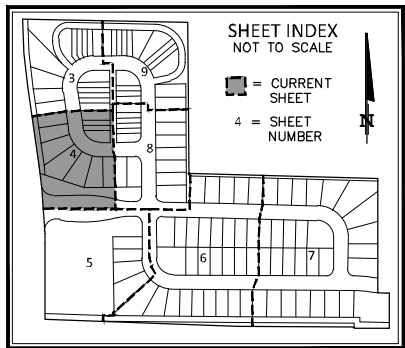
WATERBROOKE PHASE 6A

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

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SHEET 4 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND



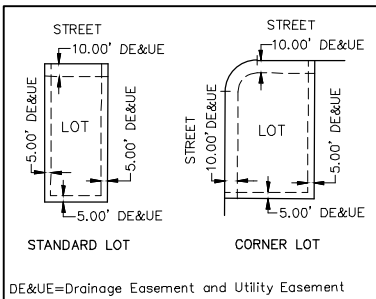
CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	20000.00'	0°41'08"	239.33'	239.33'	N89°39'26"W
C2	2220.00'	0°18'57"	12.24'	12.24'	N06°05'51"W
C3	50.00'	84°31'17"	73.76'	67.25'	S48°30'58"E
C4	518.00'	16°25'32"	148.50'	147.99'	N82°33'50"W
C5	100.00'	82°20'23"	143.71'	131.66'	S49°20'28"E
C6	70.00'	82°20'23"	100.60'	92.16'	S49°20'28"E
C7	130.00'	82°20'23"	186.82'	171.16'	S49°20'28"E
C8	130.00'	15°13'59"	34.56'	34.46'	S82°53'39"E
C9	130.00'	19°38'14"	44.56'	44.34'	S65°27'33"E
C10	2240.00'	0°53'53"	35.11'	35.11'	S07°43'20"E
C11	130.00'	19°58'02"	45.30'	45.08'	S45°39'25"E
C12	130.00'	19°00'44"	43.14'	42.94'	S26°10'01"E
C13	130.00'	8°29'23"	19.26'	19.24'	S12°24'58"E
C14	70.00'	8°59'59"	11.00'	10.98'	S12°40'16"E
C15	70.00'	73°20'24"	89.60'	83.61'	S53°50'27"E
C16	2220.00'	0°39'14"	25.34'	25.34'	N07°50'39"W
C17	2220.00'	1°15'43"	48.90'	48.89'	N06°53'11"W
C18	50.00'	38°56'54"	33.99'	33.34'	S25°43'46"E
C19	50.00'	45°34'23"	39.77'	38.73'	S67°59'25"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N89°13'24"E	50.00'
L2	S00°46'36"E	5.00'
L3	N89°13'24"E	103.93'

FLOOD ZONE NOTES:

THE LOCATION OF FLOOD ZONE LIMITS SHOWN HEREON ARE APPROXIMATE AND WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, LAKE COUNTY, FLORIDA, MAP REVISED DECEMBER 18, 2012, AS AMENDED BY LETTER OF MAP REVISION (LOMR), CASE NO. 19-04-1054P, EFFECTIVE DATE JANUARY 28, 2020, AND FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.12069C 0595 E, LAKE COUNTY, FLORIDA, MAP REVISED DECEMBER 18, 2012. THE INFORMATION SHOWN HEREON MAY NOT REPRESENT ANY SUBSEQUENT CHANGES OR AMENDMENTS TO THE FLOOD ZONE LINES.

THESE LINES ARE REQUIRED TO BE SHOWN BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (9a) AND ARE FOR INFORMATIONAL USE ONLY. THE APPROXIMATE LOCATION OF THE FEMA FLOOD HAZARD ZONE LINES, IF LOCATED WITHIN THE PROPERTY AND SHOWN HEREON, WERE DOWNLOADED FROM FEMA WEBSITE DURING PREPARATION OF THE THIS DOCUMENT AND, UNLESS OTHERWISE SHOWN, WERE NOT SURVEYED BY DONALD W. MCINTOSH ASSOCIATES, INC. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S) OR LOMR(S). IN ADDITION, THIS NOTE DOES NOT REPRESENT AN OPINION BY THE SURVEYOR OF THE PROBABILITY OF FLOODING, AND ARE NOT TO BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS.



TYPICAL EASEMENT DETAIL FOR
LOTS 943 THROUGH 949
(DETAIL NOT TO SCALE)

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

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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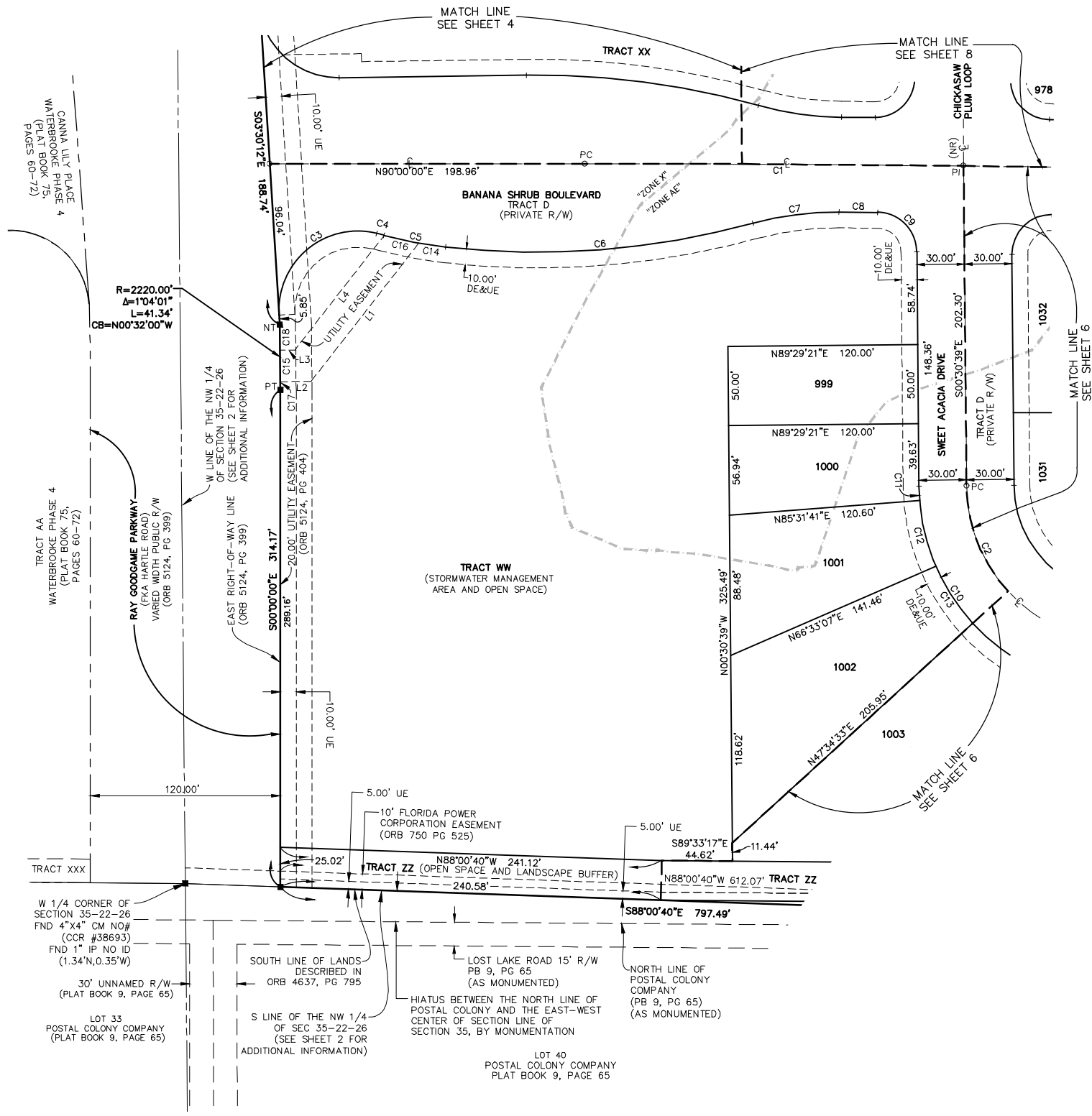
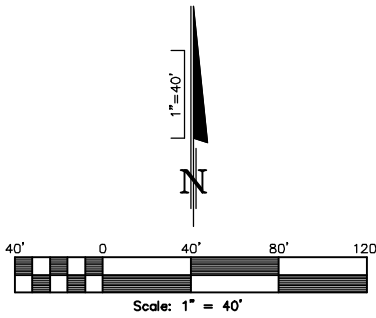
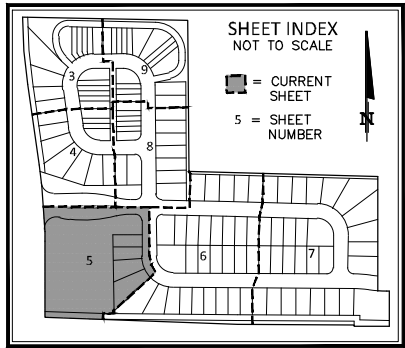
WATERBROOKE PHASE 6A

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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SHEET 5 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND



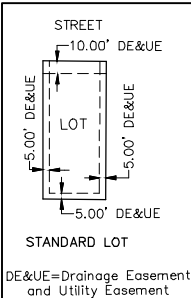
CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	20000.00'	0°41'08"	239.33'	239.33'	N89°39'26"W
C2	100.00'	89°02'38"	155.41'	140.24'	S45°01'58"E
C3	50.00'	107°03'13"	93.42'	80.41'	S50°01'25"W
C4	207.00'	1°20'17"	4.83'	4.83'	N75°46'50"W
C5	268.00'	8°27'55"	39.60'	39.56'	S79°20'39"E
C6	518.00'	21°40'56"	196.02'	194.86'	N85°34'56"E
C7	200.00'	15°43'11"	54.87'	54.70'	S82°36'03"W
C8	19970.00'	0°04'12"	24.43'	24.43'	N89°30'15"W
C9	25.00'	88°57'30"	38.82'	35.03'	N44°59'24"W
C10	130.00'	89°02'38"	202.03'	182.31'	S45°01'58"E
C11	130.00'	3°57'40"	8.99'	8.99'	S02°29'29"E
C12	130.00'	18°58'34"	43.06'	42.86'	S13°57'36"E
C13	130.00'	18°58'34"	43.06'	42.86'	S32°56'10"E
C14	268.00'	3°39'21"	17.10'	17.10'	S81°44'56"E
C15	2220.00'	0°30'58"	20.00'	20.00'	N00°23'32"W
C16	268.00'	4°48'34"	22.50'	22.49'	S77°30'58"E
C17	2220.00'	0°08'03"	5.20'	5.20'	N00°04'02"W
C18	2220.00'	0°25'00"	16.14'	16.14'	N00°51'31"W

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N37°54'50"E	110.86'
L2	S89°36'28"W	19.41'
L3	S89°36'28"W	9.32'
L4	N37°54'50"E	91.76'

FLOOD ZONE NOTES:

THE LOCATION OF FLOOD ZONE LIMITS SHOWN HEREON ARE APPROXIMATE AND WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, LAKE COUNTY, FLORIDA, MAP REVISED DECEMBER 18, 2012, AS AMENDED BY LETTER OF MAP REVISION (LOMR), CASE NO. 19-04-1054P, EFFECTIVE DATE JANUARY 28, 2020, AND FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.12069C 0595 E, LAKE COUNTY, FLORIDA, MAP REVISED DECEMBER 18, 2012. THE INFORMATION SHOWN HEREON MAY NOT REPRESENT ANY SUBSEQUENT CHANGES OR AMENDMENTS TO THE FLOOD ZONE LINES.

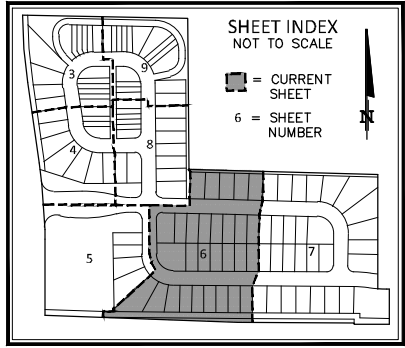
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TYPICAL EASEMENT DETAIL FOR LOTS 999 THROUGH 1002 (DETAIL NOT TO SCALE)

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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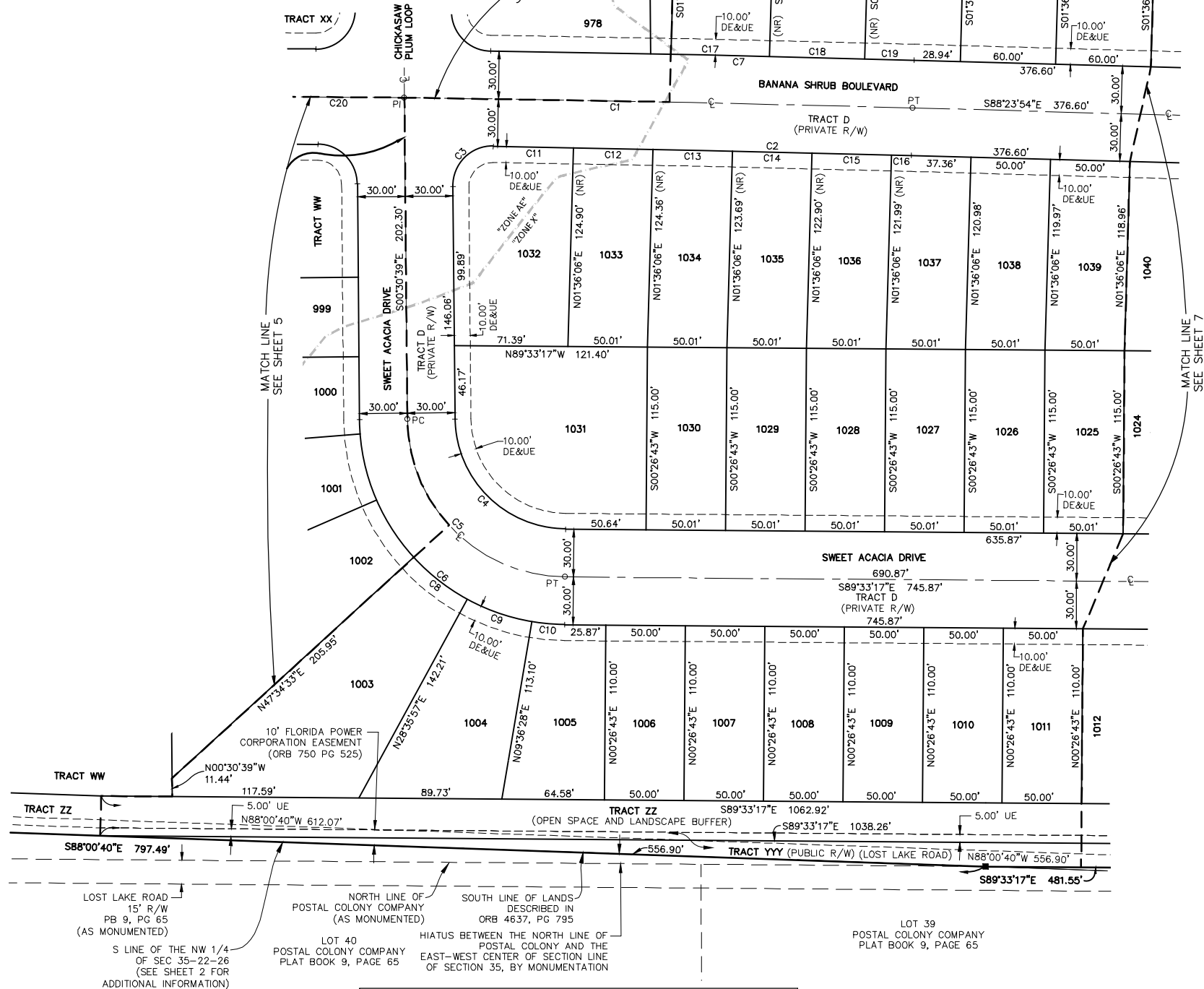
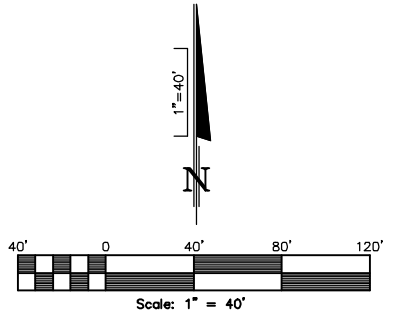
WATERBROOKE PHASE 6A

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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SHEET 6 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND

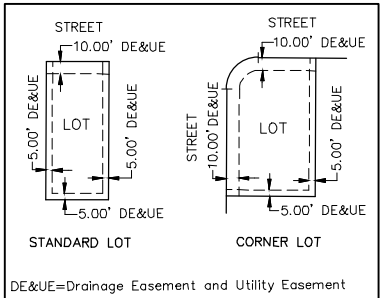


CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	20000.00'	0°54'58"	319.76'	319.76'	N88°51'23"W
C2	19970.00'	0°45'17"	263.05'	263.05'	N88°46'32"W
C3	25.00'	91°21'28"	39.86'	35.77'	S45°10'05"W
C4	70.00'	89°02'38"	108.79'	98.17'	S45°01'58"E
C5	100.00'	89°02'38"	155.41'	140.24'	S45°01'58"E
C6	130.00'	89°02'38"	202.03'	182.31'	S45°01'58"E
C7	20030.00'	0°45'44"	266.44'	266.44'	N88°46'46"W
C8	130.00'	18°58'35"	43.06'	42.86'	S51°54'45"E
C9	130.00'	18°59'30"	43.09'	42.89'	S70°53'47"E
C10	130.00'	9°09'44"	20.79'	20.77'	S84°58'24"E
C11	19970.00'	0°08'41"	50.40'	50.40'	N89°04'51"W
C12	19970.00'	0°08'36"	50.00'	50.00'	N88°56'12"W
C13	19970.00'	0°08'36"	50.00'	50.00'	N88°47'36"W
C14	19970.00'	0°08'36"	50.00'	50.00'	N88°38'59"W
C15	19970.00'	0°08'36"	50.00'	50.00'	N88°30'23"W
C16	19970.00'	0°02'11"	12.64'	12.64'	N88°24'59"W
C17	20030.00'	0°10'38"	62.00'	62.00'	N88°44'51"W
C18	20030.00'	0°10'18"	60.00'	60.00'	N88°34'23"W
C19	20030.00'	0°05'20"	31.06'	31.06'	N88°26'34"W
C20	20000.00'	0°41'08"	239.33'	239.33'	N89°39'26"W

FLOOD ZONE NOTES:

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TYPICAL EASEMENT DETAIL FOR
LOTS 1003 THROUGH 1011,
LOTS 1025 THROUGH 1039
AND LOTS 1045 THROUGH 1049
(DETAIL NOT TO SCALE)

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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WATERBROOKE PHASE 6A

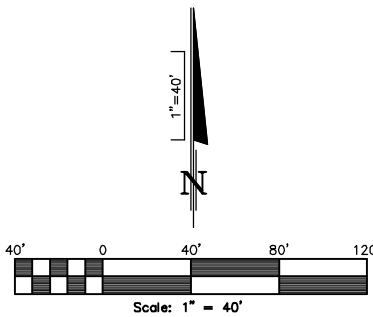
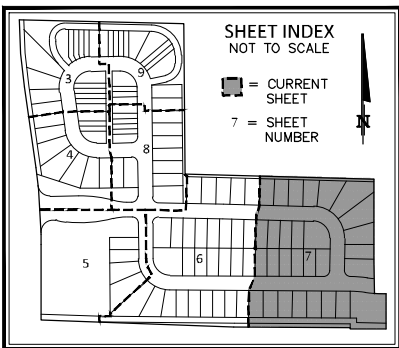
LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

PAGE

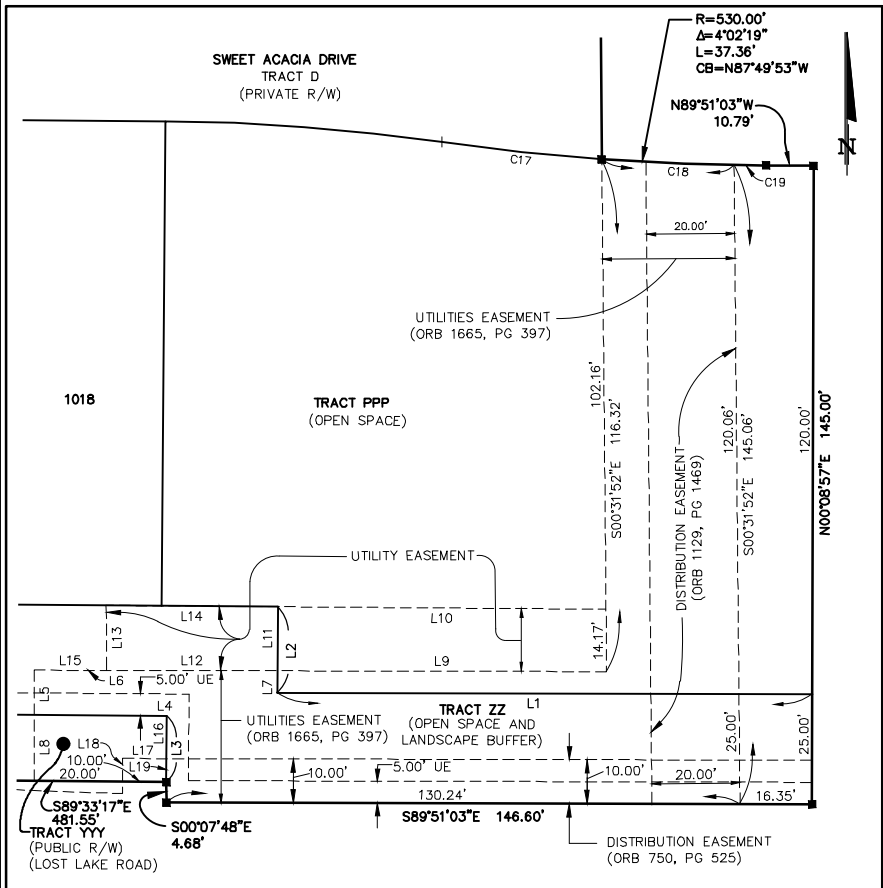
SHEET 7 OF 9

SEE SHEET 1 FOR NOTES AND LEGEND



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	88°50'37"	155.06'	139.99'	N43°58'35"W
C2	500.00'	7°41'13"	67.08'	67.03'	N85°42'40"W
C3	500.00'	3°39'41"	31.95'	31.95'	S83°41'54"E
C4	470.00'	3°20'32"	27.42'	27.41'	S83°32'20"E
C5	530.00'	7°41'13"	71.11'	71.05'	N85°42'40"W
C6	25.00'	90°00'00"	39.27'	35.36'	S44°33'17"E
C7	130.00'	88°50'37"	201.58'	181.98'	N43°58'35"W
C8	25.00'	90°00'00"	39.27'	35.36'	N45°26'43"E
C9	70.00'	88°50'37"	108.54'	97.99'	N43°58'35"W
C10	530.00'	3°56'40"	36.49'	36.48'	S83°50'24"E
C11	470.00'	7°41'13"	63.06'	63.01'	N85°42'40"W
C12	130.00'	15°06'58"	34.30'	34.20'	N07°06'46"W
C13	130.00'	22°43'12"	51.55'	51.21'	N26°01'50"W
C14	130.00'	22°41'35"	51.49'	51.15'	N48°44'14"W
C15	130.00'	23°36'17"	53.56'	53.18'	N71°53'10"W
C16	130.00'	4°42'35"	10.69'	10.68'	N86°02'36"W
C17	530.00'	3°56'50"	36.51'	36.51'	S83°50'29"E
C18	530.00'	3°14'54"	30.05'	30.04'	S87°26'21"E
C19	530.00'	0°47'15"	7.28'	7.28'	S89°27'26"E

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N89°51'03"W	121.51'
L2	N00°26'43"E	19.55'
L3	N00°26'43"E	15.00'
L4	S89°33'17"E	30.15'
L5	S00°07'48"E	10.17'
L6	N89°51'03"W	55.26'
L7	N00°26'43"E	5.00'
L8	S00°07'48"E	15.00'
L9	N89°51'03"W	74.78'
L10	S89°33'17"E	74.53'
L11	N00°26'43"E	14.55'
L12	N89°51'03"W	38.73'
L13	N00°30'19"W	14.75'
L14	S89°33'17"E	38.98'
L15	N89°51'03"W	16.52'
L16	N00°26'43"E	9.68'
L17	N89°51'03"W	10.05'
L18	S00°07'48"E	5.27'
L19	N00°26'43"E	5.32'



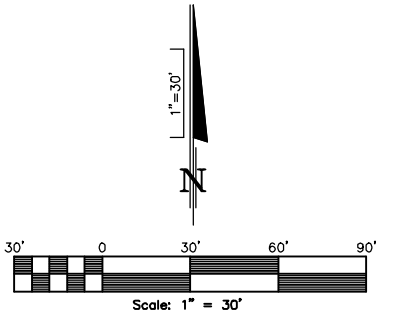
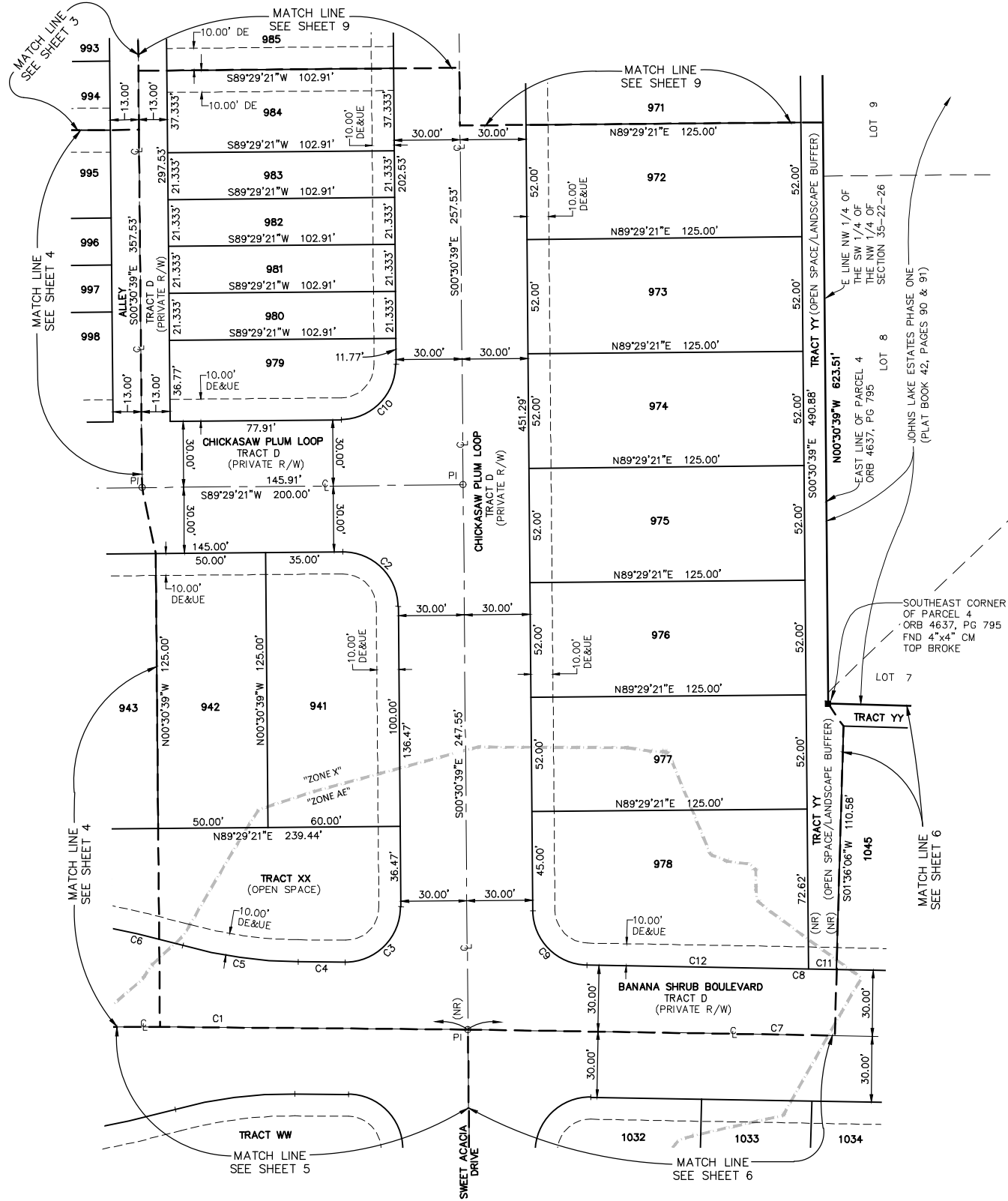
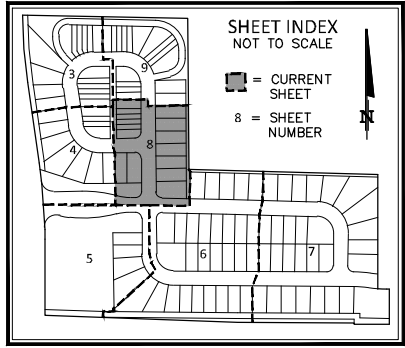
WATERBROOKE PHASE 6A

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

PAGE

SHEET 8 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND

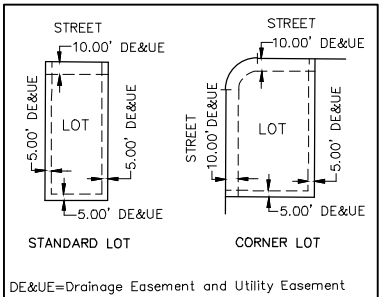


CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	20000.00'	0°41'08"	239.33'	239.33'	N89°39'26"W
C2	25.00'	90°00'00"	39.27'	35.36'	N45°30'39"W
C3	25.00'	91°02'10"	39.72'	35.67'	N45°00'26"E
C4	20030.00'	0°03'41"	21.50'	21.50'	N89°30'20"W
C5	200.00'	15°11'06"	53.01'	52.85'	S81°56'38"E
C6	518.00'	16°25'32"	148.50'	147.99'	N82°33'50"W
C7	20000.00'	0°54'58"	319.76'	319.76'	N88°51'23"W
C8	20030.00'	0°45'44"	266.44'	266.44'	N88°46'46"W
C9	25.00'	88°38'59"	38.68'	34.94'	S44°50'08"E
C10	25.00'	90°00'00"	39.27'	35.36'	N44°29'21"E
C11	20030.00'	0°02'11"	12.75'	12.75'	N88°51'16"W
C12	20030.00'	0°17'16"	100.62'	100.62'	N89°01'00"W

FLOOD ZONE NOTES:

THE LOCATION OF FLOOD ZONE LIMITS SHOWN HEREON ARE APPROXIMATE AND WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, LAKE COUNTY, FLORIDA, MAP REVISED DECEMBER 18, 2012, AS AMENDED BY LETTER OF MAP REVISION (LOMR), CASE NO. 19-04-1054P, EFFECTIVE DATE JANUARY 28, 2020, AND FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 12069C 0595 E, LAKE COUNTY, FLORIDA, MAP REVISED DECEMBER 18, 2012. THE INFORMATION SHOWN HEREON MAY NOT REPRESENT ANY SUBSEQUENT CHANGES OR AMENDMENTS TO THE FLOOD ZONE LINES.

THESE LINES ARE REQUIRED TO BE SHOWN BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (9a) AND ARE FOR INFORMATIONAL USE ONLY. THE APPROXIMATE LOCATION OF THE FEMA FLOOD HAZARD ZONE LINES, IF LOCATED WITHIN THE PROPERTY AND SHOWN HEREON, WERE DOWNLOADED FROM FEMA WEBSITE DURING PREPARATION OF THIS DOCUMENT AND, UNLESS OTHERWISE SHOWN, WERE NOT SURVEYED BY DONALD W. MCINTOSH ASSOCIATES, INC. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S) OR LOMR(S). IN ADDITION, THIS NOTE DOES NOT REPRESENT AN OPINION BY THE SURVEYOR OF THE PROBABILITY OF FLOODING, AND ARE NOT TO BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS.

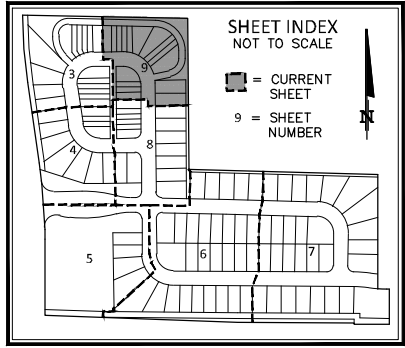


TYPICAL EASEMENT DETAIL FOR
LOTS 941 THROUGH 942 AND
LOTS 972 THROUGH 978
(DETAIL NOT TO SCALE)

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

Printed: Mon 28-Nov-2022 - 10:03AM
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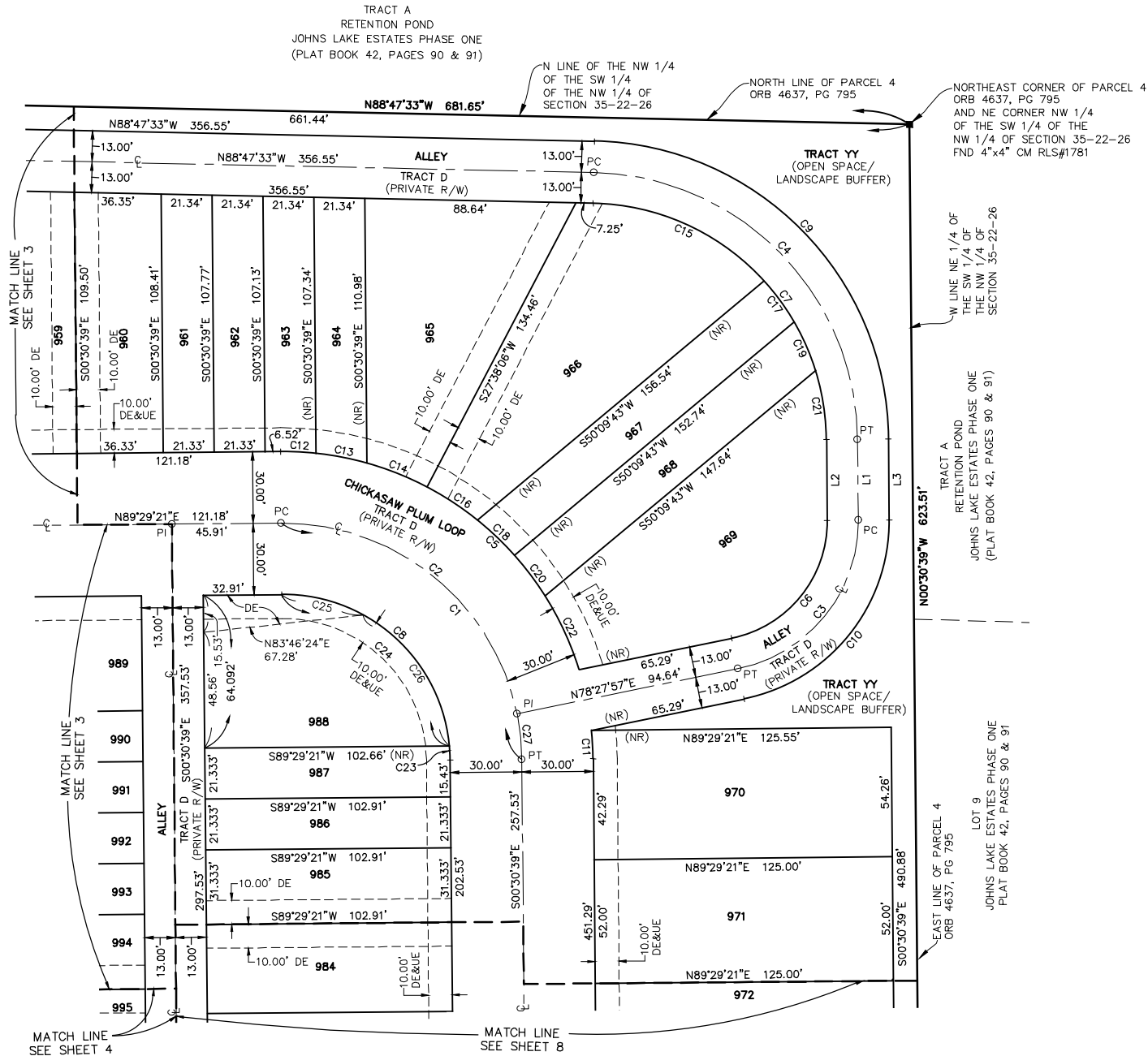
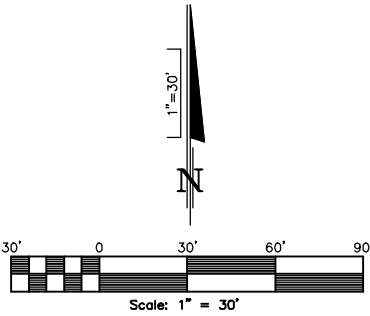
WATERBROOKE PHASE 6A

LYING IN SECTIONS 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

PLAT
BOOK

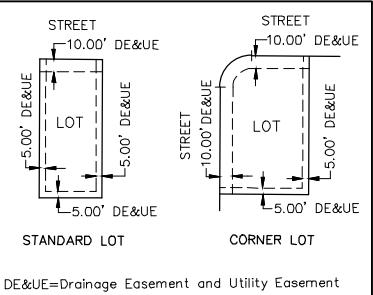
PAGE

SHEET 9 OF 9
SEE SHEET 1 FOR NOTES AND LEGEND



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N00°30'39\"W	33.96'
L2	S00°30'39\"E	33.96'
L3	S00°30'39\"E	33.96'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	90°00'00"	157.08'	141.42'	N45°30'39\"W
C2	100.00'	78°58'36"	137.84'	127.18'	N51°01'21\"W
C3	63.00'	78°58'36"	86.84'	80.13'	N38°58'39\"E
C4	113.00'	88°16'54"	174.11'	157.39'	N44°39'06\"W
C5	130.00'	73°14'15"	166.17'	155.09'	N53°53'31\"W
C6	50.00'	78°58'36"	68.92'	63.59'	N38°58'39\"E
C7	100.00'	88°16'54"	154.08'	139.28'	N44°39'06\"W
C8	70.00'	90°00'00"	109.96'	98.99'	N45°30'39\"W
C9	126.00'	88°16'54"	194.14'	175.50'	N44°39'06\"W
C10	76.00'	78°58'36"	104.76'	96.66'	N38°58'39\"E
C11	130.00'	5°17'03"	11.99'	11.99'	N03°09'10\"W
C12	130.00'	6°32'42"	14.85'	14.84'	N87°14'18\"W
C13	130.00'	9°36'04"	21.78'	21.76'	N79°09'55\"W
C14	130.00'	11°59'59"	27.23'	27.18'	N68°21'54\"W
C15	100.00'	46°21'39"	80.91'	78.73'	N65°36'44\"W
C16	130.00'	11°08'24"	25.28'	25.24'	N56°47'42\"W
C17	100.00'	12°16'12"	21.42'	21.37'	N36°17'49\"W
C18	130.00'	9°28'37"	21.50'	21.48'	N46°29'12\"W
C19	100.00'	12°44'42"	22.24'	22.20'	N23°47'22\"W
C20	130.00'	9°25'27"	21.38'	21.36'	N37°02'10\"W
C21	100.00'	16°54'22"	29.51'	29.40'	N08°57'50\"W
C22	130.00'	15°03'03"	34.15'	34.05'	N24°47'55\"W
C23	70.00'	4°50'29"	5.91'	5.91'	N02°55'53\"W
C24	70.00'	85°09'31"	104.04'	94.73'	N47°55'53\"W
C25	70.00'	29°05'44"	35.55'	35.17'	N75°57'47\"W
C26	70.00'	56°03'48"	68.49'	65.79'	N33°23'01\"W
C27	100.00'	11°01'24"	19.24'	19.21'	N06°01'21\"W



TYPICAL EASEMENT DETAIL FOR
LOTS 970 AND 971
(DETAIL NOT TO SCALE)

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Resolution No. 2023-001R		
Requested Action		
Request approval of Resolution No. 2023-001R to amend the Fiscal Year 2023 budget.		
Staff Report		
Resolution No. 2023-001R is proposed to amend the Fiscal Year 2023 Budget. This resolution formally amends the annual budget for Council Actions since October 2022 along with the carry forward of unexpended funds from various projects in Fiscal Year 2022, and subsequent requested updates to the Fiscal Year 2023 annual budget. This resolution amends the budget for the General Fund, Cemetery Fund, Police Impact Fund, Stormwater Fund, and CRA Fund. This resolution will result in an overall decrease to fund balance for the General Fund in the amount of \$11,980. The amendments to the other funds use funds that were budgeted in the prior fiscal year for projects that were not completed prior to the end of the fiscal year.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$11,980.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-001R - Budget Amendment 1	2023-001R - Budget Amendment 1.pdf	



**CITY OF CLERMONT
RESOLUTION NO 2023-001R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2022-2023.**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2022 to September 30, 2023:

GENERAL FUND

General Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Police			
Community Relations – Justice Funds	-	\$3,055	\$3,055
Community Relations – Justice Funds	\$3,055	\$3,000	\$6,055
Donations K-9	-	\$1,182	\$1,182
Arts And Recreation			
Contract Svcs-Cleaning	\$115,257	\$4,743	\$120,000
Ending Reserves	\$10,306,240	(\$11,980)	\$10,294,260
General Fund Expenses	\$115,257	\$11,980	\$127,237

GENERAL FUND BALANCE – Net Decrease of \$11,980

CEMETERY FUND

Cemetery Fund Revenue Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$1,498,994	\$38,774	\$1,537,768
Cap Out-Other Improvement	\$60,000	\$38,774	\$98,774
Cemetery Fund Expenses	\$60,000	\$38,774	\$98,774

CEMETERY FUND BALANCE – No Change



**CITY OF CLERMONT
RESOLUTION NO 2023-001R**

POLICE IMPACT FUND

Police Impact Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$801,353	\$272,518	\$1,073,871
Capital Equipment-LPR System	-	\$272,518	\$272,518
Police Impact Fund Expenses	-	\$272,518	\$272,518

POLICE IMPACT FUND BALANCE – No Change

STORMWATER FUND

Stormwater Fund Expense Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$192,040	\$13,367	\$205,407
Cap Out-PROSVC Winona 12A 38125	-	\$13,367	\$13,367
Stormwater Fund Expenses	-	\$13,367	\$13,367

STORMWATER FUND BALANCE – No Change

COMMUNITY REDEVELOPMENT AGENCY (CRA) FUND

CRA Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserves	\$626,923	\$64,143	\$691,066
Prof SVCS-Victory Pointe West Lake	-	\$64,143	\$64,143
CRA Fund Expense	-	\$64,143	\$64,143

COMMUNITY REDEVELOPMENT BALANCE – No Change



CITY OF CLERMONT
RESOLUTION NO 2023-001R

Change to Fund Balance – All Funds – Net Decrease of \$11,980

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2022-2023 are hereby adopted.



CITY OF CLERMONT
RESOLUTION NO 2023-001R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of January, 2023.

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Resolution No. 2023-002R		
Requested Action		
Recommend approval of the attached subordination of City utility interests and resolution approving the subordination of the city interests within an existing utility easement for construction of improvements to State Road 50 by F.D.O.T.		
Staff Report		
The City currently has a utility easement located just west of Emil Jahana Road at SR 50. As part of an F.D.O.T project to construct new stormwater piping for drainage from SR 50, F.D.O.T has requested a subordination of City utility interest within the existing easement to facilitate the installation and maintenance of the F.D.O.T conveyance piping. As part of the agreement, the City shall have the right to construct, operate, maintain and relocate its utilities within the easement. F.D.O.T is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-002R - FDOT Subordination (12.21.2022)	2023-002R - FDOT Subordination (12.21.2022).pdf	
2. FDOT SUBORDINATION OF CITY UTILITY INTERESTS	FDOT SUBORDINATION OF CITY UTILITY INTERESTS.docx	



CITY OF CLERMONT
RESOLUTION NO. 2023-002R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING AND AUTHORIZING THE SUBORDINATION OF CITY UTILITY INTERESTS IN CERTAIN EASEMENTS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATED TO ITS SR 50 ROAD IMPROVEMENT PROJECT AND RESERVING TO THE CITY THE RIGHT TO CONTINUE TO USE THE UTILITY EASEMENTS AUTHORIZING THE MAYOR TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO EXECUTE THE SUBORDINATION OF CITY UTILITY EASEMENTS AND PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (F.D.O.T) proposes to construct or improve State Road No. 50, Section No. 11070, F.P. No. 238429-4, in Lake County, Florida;

WHEREAS, the City presently has a utility easement interest in certain lands that have been determined necessary for the above project;

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to F.D.O.T.;

WHEREAS, F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

WHEREAS, the City of Clermont supports F.D.O.T State Road 50 project and desires to grant to F.D.O.T a subordination easement agreement for the specific lands.

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

SECTION 1:

The City Council of the City of Clermont, Florida does hereby authorize the Mayor to execute and deliver to F.D.O.T., the Subordination Utility Interests as set forth in Exhibit "A" attached hereto.

SECTION 2:

The City Manager is specifically authorized to withhold the Subordination upon his determination of any matter or factor, hereafter coming to his attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.



CITY OF CLERMONT
RESOLUTION NO. 2023-002R

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-002R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 10th day of January 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

23-UTL04-10/11
October 30, 2021
This instrument prepared by
Robin D. Derr
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 804.3
SECTION NO. 11070
F.P. NO. 238429-4
P.M. NO. 1102-2017
STATE ROAD 50
COUNTY Lake

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF CLERMONT, a Florida municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Utilities Easement	03/09/98	Richard E. Bosseman Trstee., and Charles E. Bosserman, Jr. Tstee.	City of Clermont	1590/0642

PROVIDED that the City has the following rights:

- 1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. which shall not be unreasonably withheld. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost

PARCEL NO. 804.3
SECTION NO. 11070
F.P. NO. 2384294
P.M. NO. 1102-2017
PAGE 2

of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
- 3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
- 4. The City agrees to repair any damage caused by the gross negligence of City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the gross negligence of City directly resulting from City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
P.E.
PRINT/TYPE NAME: _____

By: _____
_____,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review
By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 804.3
SECTION NO. 11070
F.P. NO. 2384294
P.M. NO. 1102-2017
PAGE 3

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its City Council acting by its Mayor, the day and year aforesaid.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF CLERMONT, FLORIDA,

As approved by City Council Resolution 2023-002R

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Mayor Tim Murry

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____
Tracy Ackroyd Howe, City Clerk

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by Tim Murry, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Resolution No. 2022-004R <i>Support Lake County Transportation Impact Fees</i>		
Requested Action		
Approval of Resolution 2023-004R		
Staff Report		
Lake County's South Lake County Fee District was created in 1985 to collect transportation impact fees on new developments within the cities of Clermont, Minneola, Montverde, Groveland and Mascotte. These impact fees help to lessen the tax burden on existing property owners and businesses by making new development pay their fair share for new infrastructure. Lake County recently hired a firm to complete a study and update the impact fee plan as is statutorily required. With the upcoming increase in development in all cities within the District, the study showed the need to adjust the transportation impact fees to help cover the cost of infrastructure planned by new developments. The City of Clermont requests that the Lake County Board of County Commissioners adopt new transportation impact fees in the South Lake County Transportation Boundary Area to the 95th percentile of the maximum allowed as demonstrated in the study conducted by Benesch to help all the citizens of south Lake County impacted by the transportation issues that come with new growth.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-004R County Impact Fees (12.19.2022)	2023-004R County Impact Fees (12.19.2022).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-004R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT REQUESTING THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPT NEW TRANSPORTATION IMPACT FEES IN THE SOUTH LAKE TRANSPORTATION IMPACT FEE BOUNDARY AREA; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Lake County first created a South Lake County Fee District in 1985 to collect Transportation Impact Fees on new developments which occurred within the south Lake County fee boundaries, and

WHEREAS, the Cities of Clermont, Minneola, Montverde, Groveland, and Mascotte are within the South Lake County Transportation Impact Fee Boundary, and

WHEREAS, all the cities in south Lake County and areas of unincorporated south Lake County have seen unprecedented growth over the past 10 years, and

WHEREAS, impact fees on new development help lessen the tax burden on existing property owners and businesses and make new development pay their fair share for new infrastructure, and

WHEREAS, Lake County hired Benesch to update Lake County's impact fee plan as required by state law, and

WHEREAS, the updated impact fee plan shows that the Transportation Impact Fees in the south Lake County boundary area need to be adjusted to help cover the cost of infrastructure caused by planned new developments.

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

The City of Clermont requests that the Lake County Board of County Commissioners adopt new transportation impact fees in the South Lake County Transportation Impact Fee Boundary Area to the 95th percentile of the maximum allowed as demonstrated in the study conducted by Benesch to help all the citizens of south Lake County impacted by the transportation issues that come with new growth.

SECTION 1: CONFLICT

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



CITY OF CLERMONT
RESOLUTION NO. 2023-004R

SECTION 2: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 3: ADMINISTRATIVE CORRECTION

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

SECTION 4: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-004R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 10th day of January 2023.

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Request approval of Interlocal Agreement with the City of Minneola for provision of wastewater services.		
Staff Report		
This interlocal agreement between the City of Minneola and the City of Clermont is for provision of wastewater services. On August 13th 2019 City council approved an interlocal agreement for Clermont to provide wastewater service for Minneola up to 30,000 gallons a day. This agreement expired on August 13th 2021. The project identified in the 2019 agreement has started construction and the City of Minneola would like to enter into a new agreement with the City of Clermont for wastewater service with the following revisions to the 2019 agreement. • Terms of agreement are perpetual • Easement for roadway sign is NOT included • Annual rate will increase based on the FPSC index or 2.12%		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Interlocal agreement between Clermont and Minneola	Interlocal agreement between Clermont and Minneola.docx	
2. Legal Description	exhibit A.docx	
3. Minneola Sewer	Minneola Sewer.pdf	

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLERMONT AND
THE CITY OF MINNEOLA FOR
PROVISION OF WASTEWATER
SERVICES

THIS AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE CITY OF MINNEOLA, Florida (hereafter referred to as "MINNEOLA"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, MINNEOLA operates a water and wastewater utility that serves approximately 12,000 customers; and

WHEREAS, MINNEOLA would like to provide wastewater services and thereby provide means to eliminate the use of septic tanks for waste removal for a new development within MINNEOLA'S 180 Utility District located on property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 44,300 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater by the Property; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by the Property will be financially beneficial to both CLERMONT and MINNEOLA and will be beneficial to the citizens of MINNEOLA and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

NOW THEREFORE, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 30,000 gallons per day of wastewater from the Property for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof). CLERMONT'S acceptance of wastewater from MINNEOLA is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. MINNEOLA shall pay to CLERMONT, in the manner specified in paragraph 8 of this Agreement, all wastewater impact fees collected from any property serviced by this agreement at an equal rate to CLERMONT'S wastewater impact fees and the sum of \$5.64 per thousand gallons of wastewater accepted by CLERMONT from MINNEOLA for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MINNEOLA, based on conditions that are unique and specific to MINNEOLA. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement by the greater of the percentage identified in the FPSC Annual Index or 2.12 percent and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MINNEOLA shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MINNEOLA. In addition to the above-referenced Intergovernmental Wholesale Rate, MINNEOLA shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in Exhibit "B," attached hereto and incorporated herein.

4. MINNEOLA will collect meter readings from the MINNEOLA water meter system as the means of measuring the amount of wastewater transmitted from the Property to the plant. MINNEOLA shall report that usage to Clermont within 30 days of the normal meter reading cycle. MINNEOLA may elect to charge a processing fee in addition to any charges agreed on by CLERMONT and MINNEOLA.

5. The owner(s) of the Property shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from the Property to CLERMONT'S existing sewer system at a location approved by both MINNEOLA and CLERMONT. CLERMONT acknowledges and agrees that once sanitary sewer service becomes available to the Property as determined by MINNEOLA, the owner(s) of the Property shall disconnect from the CLERMONT system and connect to MINNEOLA'S sanitary sewer system within thirty (30) days of the date of written notice that such service is available.

6. MINNEOLA shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MINNEOLA'S side, up to the point of connection to the manhole at the entry point to CLERMONT'S sewer system. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side, including the manhole and beyond. Provided however, that to the extent that MINNEOLA'S failure to properly operate and maintain the wastewater system on MINNEOLA'S side of the FS Ch. 180 District boundary so as to require maintenance or to cause damage to CLERMONT'S side of the FS Ch. 180 District boundary, MINNEOLA shall be fully responsible for the costs associated with the maintenance and damage repairs.

7. MINNEOLA agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. MINNEOLA further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

8. CLERMONT will invoice MINNEOLA on a monthly basis for the amount due for treatment and disposal of MINNEOLA'S wastewater. The amount to be billed shall be based upon MINNEOLA'S monthly reading of the quantity of water sold and metered by MINNEOLA to the Property as referenced in paragraph 4, plus any surcharges as described in Exhibit "B" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The temporary capacity allotment granted herein to MINNEOLA may not be sold, sublet, transferred or assigned by MINNEOLA to any entity.

9. MINNEOLA agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MINNEOLA wastewater system.

10. The Term of this Agreement shall be perpetual from the effective date of this Agreement except as provided otherwise in Section 5 above. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MINNEOLA. The Effective Date shall be the date of final adoption by the last party.

11. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MINNEOLA, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

12. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall be exclusively in Lake County Circuit Court.

13. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager
685 West Montrose Street -3rd Floor
Clermont, FL 34711

City of Minneola, City Manager
800 North US Highway 27
Minneola, FL 34715

14. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MINNEOLA are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

15. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

16. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

17. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

18. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd-Howe, MMC
City Clerk

APPROVED AS TO FORM AND CONTENT:

Daniel F Mantzaris, CITY ATTORNEY

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by, Tim Murry as Mayor of the City of Clermont, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL

Notary Public
My Commission Expires:
Typed or Printed Name

THE CITY OF MINNEOLA, FLORIDA

Pat Kelley, Mayor

ATTEST:

April Sheppard, Acting City Clerk

APPROVED AS TO FORM AND CONTENT:

Scott Gerken, CITY ATTORNEY

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Pat Kelley, as Mayor of the City of Minneola, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL

Notary Public
My Commission Expires:
Typed or Printed Name

Exhibit "A"
Legal Description of the Property

Exhibit "B"

High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

MINNEOLA shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

I. High Strength Waste Surcharge Criteria.

A. Surcharge/or abnormal strength wastes.

1. A surcharge shall be imposed where the wastewater from MINNEOLA contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MINNEOLA during the 9 billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MINNEOLA 's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MINNEOLA may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MINNEOLA.

B. Definition of Terms.

1. Surcharge - Amount of money added to MINNEOLA 's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

II. Hydraulic Peaking Factor Surcharge.

A. Surcharge

For each day that MINNEOLA transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MINNEOLA will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, MINNEOLA will be billed an extra 1 % on its monthly service charge.

B. Definitions.

Average Daily Peak Flow (ADPF) - MINNEOLA 's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MINNEOLA.

Exhibit A

Legal Description

Commencing at the Southwest corner of Block 54, as per the official map of the Town of Minneola, Florida, recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida; thence Eastwardly along the South line of said Block 54 and said line extended to the intersection of the said line with the West line of U.S. Highway No. 27, which is the real point of beginning for this conveyance; thence ~~Westwardly~~ along the South line of said Block 54 and said line extended a distance of 680 feet, more or less, to the Southwest corner of said Block 54; thence Southwestwardly, along the West line of said Block 54 extended, a distance of 360 feet, more or less, to the Southwest corner of Lot 4 of Block 55 as per the official map of the Town of Minneola, Florida, recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida; thence Eastwardly along the South line of said Lot 4 and said line extended a distance of 840 feet, more or less, to the West line of said U.S. Highway No. 27; thence Northwestwardly along the West line of said U.S. Highway No. 27 to the Point of Beginning of this conveyance.

AND

Lots 2 and 5, Block 55, Official Map of the Town of Minneola, according to the plat thereof, as recorded in Plat Book 9, Page 31, ~~Public Records of Lake County, Florida.~~

AND

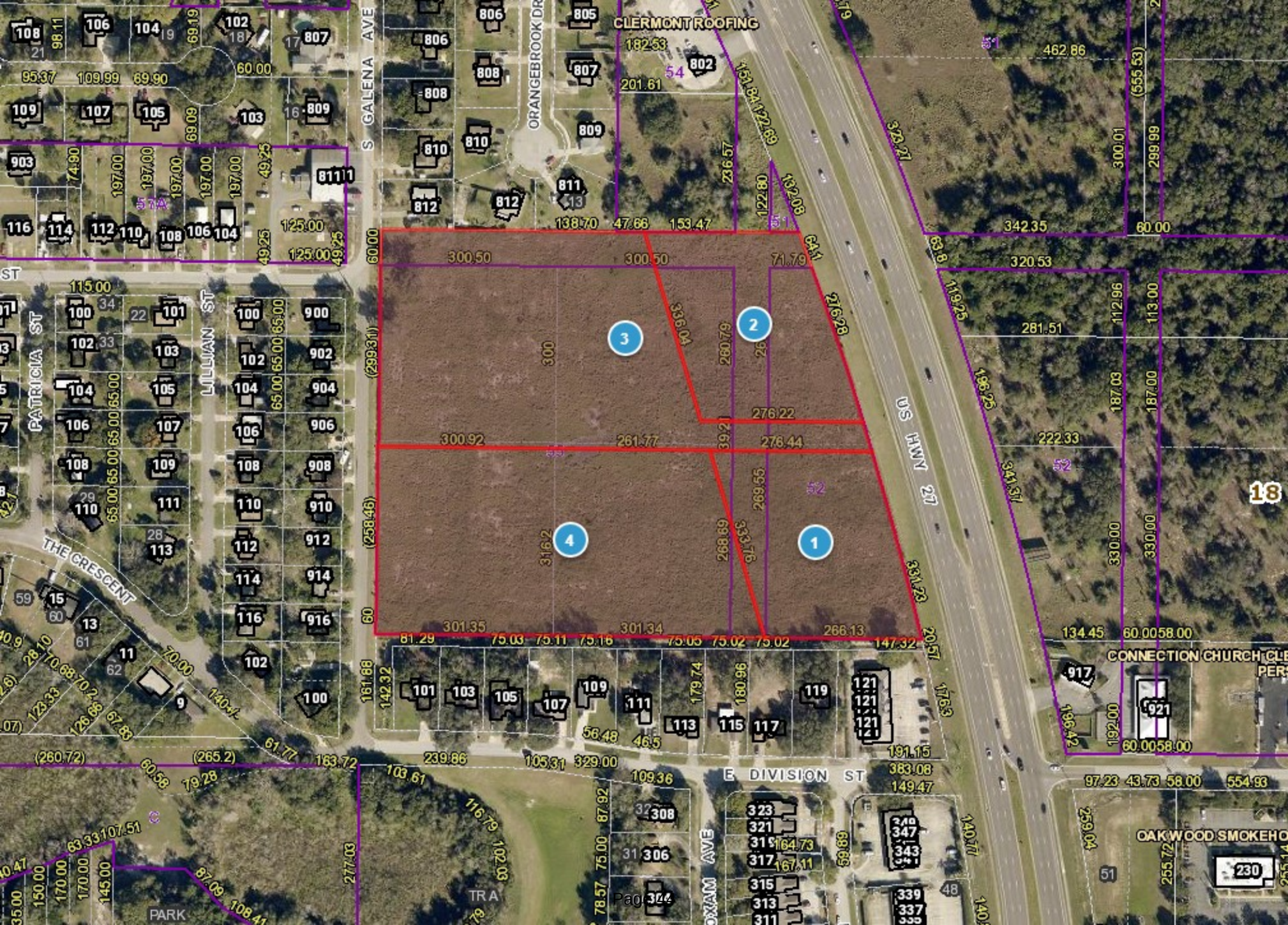
Lot 2, Block 52, Official Map of the Town of Minneola, according to the plat thereof, as recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida, lying West of U.S. Highway No. 27.

LESS: That portion of ~~Bloxam~~ Avenue lying East of Block 55, West of Lot 2, Block 52, South of Silverton Street, Official Map of the Town of Minneola, according to the plat thereof, as recorded in Plat Book 9, Page 3 I, Public Records of Lake County, Florida, and North of the subdivision named Edgewood Lake North, according to the plat thereof, as recorded in Plat Book 35, Page 17, Public Records of Lake County, Florida.

ALSO LESS: From a concrete monument at the NW corner of Block 55 (Sheet No. 7) of Official Map of the Town of Minneola, as recorded in Plat Book 9, Page 31-F, Public Records of Lake County, Florida, run South along the East right-of-way line of Galena Avenue 630 feet to a concrete monument and point of beginning; run thence North 60 feet; thence S. 89° 57' E. 913.32 feet to the Westerly right-of-way line of ~~U.S. Highway No. 27~~; thence Southeasterly along said right-of-way line 61.85 feet to a concrete monument which is S. 89° 57' E. of Point of Beginning; thence N. 89° 57' W. 929 feet to the Point of Beginning.

AND

The on-site right-of-way vacated by the Minneola City Council.





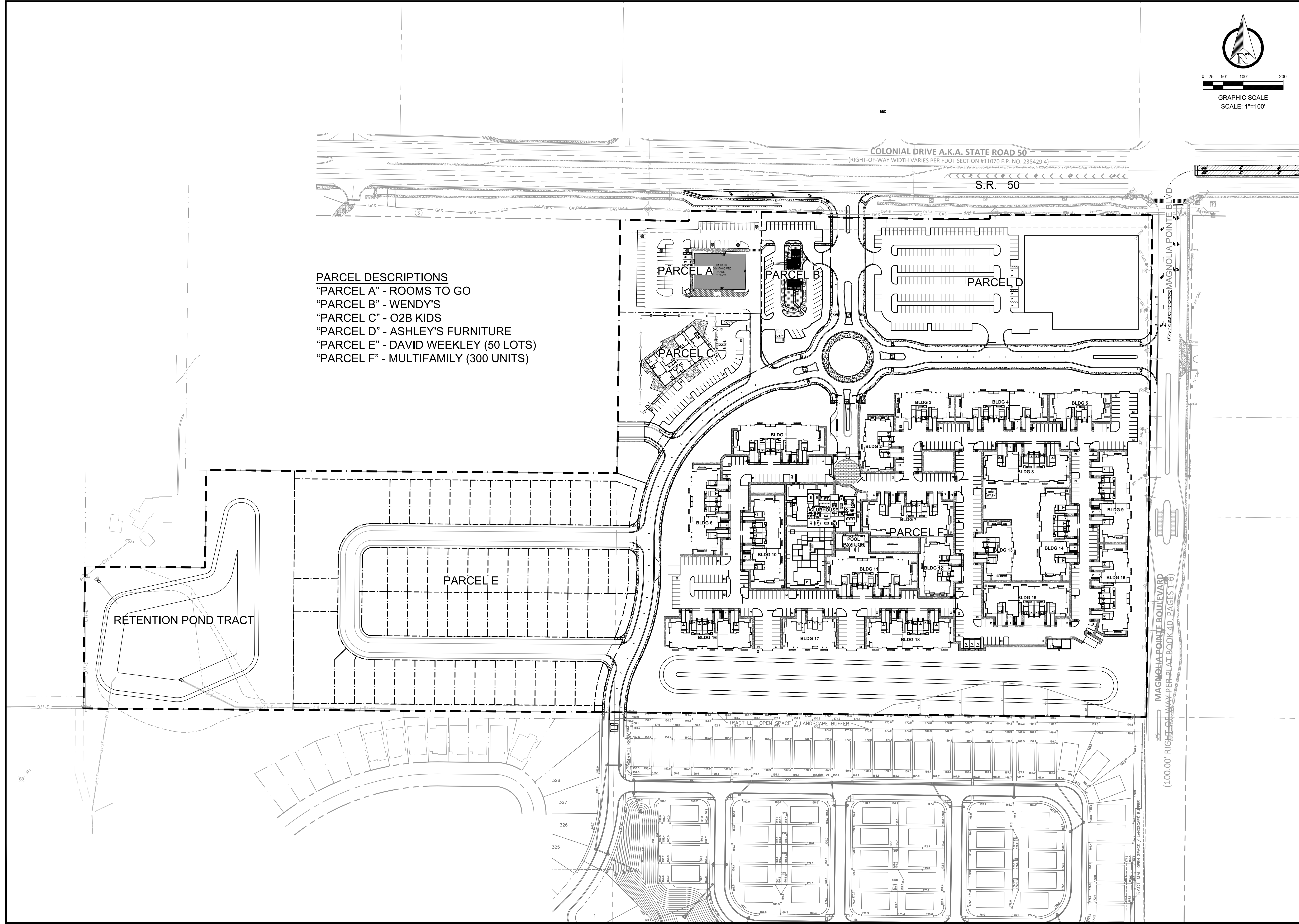
CITY OF CLERMONT

AGENDA ITEM

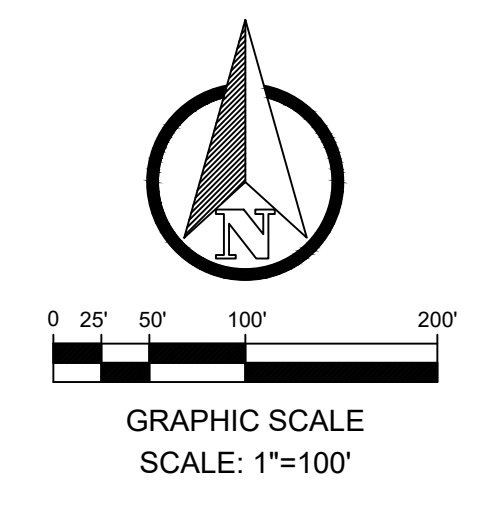
Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Annexation Agreement <i>Development Previously approved by Lake County</i>		
Requested Action		
Request approval of the annexation agreement for Johns Lake Landing.		
Staff Report		
City Staff is recommending an annexation agreement for the multi-use development located on the south side of Highway 50 adjacent to Magnolia Point Blvd. The multi-use development has been previously approved by the Lake County Board of County Commissioners, and will be served utilities by the City of Clermont. The development will consist of 6 parcels containing (1) a 11,700 sf retail store, (2) a fast food restaurant (3) a 11,000 sf daycare, (4) a 50,000 sf retail store, (5) a 50 lot sfr subdivision, and (6) a 300 unit multi-family development. The annexation agreement assures the city will be able to collect city impact fees for the development, and sets a timeline for annexation. Staff will be moving the annexation forward in the next couple of months.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Johns Lake - Master Plan 2022.06.10	Johns Lake - Master Plan 2022.06.10.pdf	
2. Parcel Map	Parcel Map.pdf	
3. Location Map	Location Map.docx	
4. Johns Lake_PKY_Clermont Annexation Agreement	Johns Lake_PKY_Clermont Annexation Agreement.docx	

P:\20\2002\01 JOHN'S LAKE LANDINGS BASE GRADING & INFRASTRUCTURE\DESIGN\AS\CONSTRUCTION\FOUR\FIGURES - OVERALL CONCEPT.DWG 6/10/2022



PARCEL DESCRIPTIONS
"PARCEL A" - ROOMS TO GO
"PARCEL B" - WENDY'S
"PARCEL C" - O2B KIDS
"PARCEL D" - ASHLEY'S FURNITURE
"PARCEL E" - DAVID WEEKLEY (50 LOTS)
"PARCEL F" - MULTIFAMILY (300 UNITS)



KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR.
STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

REV. NO.	DATE	STATUS
8	DATE	
7	DATE	
6	DATE	
5	DATE	
4	DATE	
3	DATE	
2	DATE	
1	DATE	

REV. NO.	DATE	STATUS
10	DATE	
9	DATE	
8	DATE	
7	DATE	
6	DATE	
5	DATE	
4	DATE	
3	DATE	
2	DATE	
1	DATE	

OVERALL DEVELOPMENT

JOHN'S LAKE LANDING MIXED USE
INFRASTRUCTURE SITE
CONSTRUCTION PLANS

CAUTION

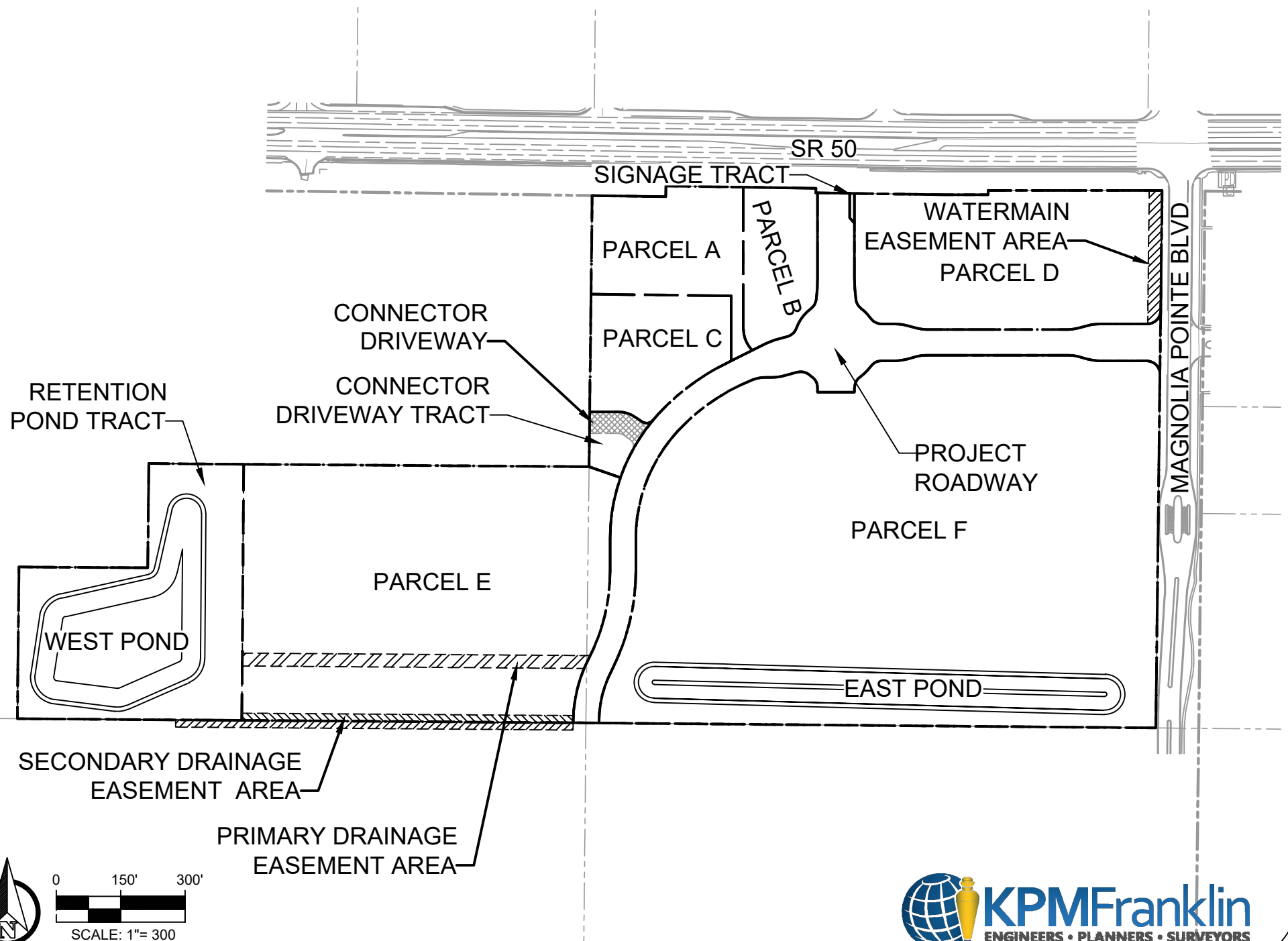
0 1/2 1

IF THIS SCALE BAR
DOES NOT MEASURE 1"
THE DOCUMENT IS
NOT TO SCALE

ROBERT M. MOON, P.E.

JOB NO. 20-0002-001
DESIGN DATE: 10/12/2021
DESIGNED BY: GELALIA
DRAWN BY: TUTTY
APPROVED BY: MOON
SHEET NO. C-1

MAP OF THE PROPERTY



Hwy 50

**ANNEXATION AGREEMENT
BETWEEN THE CITY OF CLERMONT AND
50 ASHLEY, LLC, PKY CLERMONT LAND, LLC AND PKY CLERMONT MF, LLC,
YUGE DEALS, LLLP, WEN REAL ESTATE, LLC**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is made and entered by and between **50 ASHLEY, LLC**, a Delaware limited liability company, **PKY CLERMONT LAND, LLC** and **PKY CLERMONT MF, LLC**, **YUGE DEALS, LLLP**, and **WEN REAL ESTATE, LLC**, each a Florida limited liability company, and their successors and assigns (collectively, the “**Owner**”) and the **City of Clermont, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

RECITALS

A. Owner collectively owns real property located in unincorporated Lake County. The legal description of such real property (the “**Property**”) is attached hereto as **Exhibit “A”** and incorporated herein by reference. The Property consists of approximately 54.8 gross acres.

B. The Property has been approved for a mixed-use development by Lake County under the John’s Lake Landing PUD under Lake County Ordinance No. 2021-32 (the “**Approved PUD**”).

C. By agreement dated November 28, 2007, and recorded in Official Records Book 3605, Page 2409, of the Public Records of Lake County, Florida (the “**Water & Wastewater Service Agreement**”), the City and Owner’s predecessors in interest of the Property, agreed that the City would provide necessary water and sewer utility services in accordance with the conditions of City code and for Owner’s proposed development as set forth in that agreement. As part of that agreement, Owner agreed that when the Property met the legal requirements for annexation into the City, that the City could annex the Property.

D. Upon annexation, the character of the Property to be annexed will be compatible to that of the adjacent municipal property and as set forth in the above-stated water and sewer service agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows

Section 1. **RECITALS.** The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All Exhibits to this Agreement are hereby deemed a part hereof.

Section 2. **AUTHORITY.** This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter.

Section 3. **ANNEXATION/BUILDING PERMITS.**

a. Owner agrees that City may annex the Property into the City of Clermont, if the City, in its sole discretion, chooses to do so. With the reasonable cooperation of Owner, City shall process and submit the required annexation and related applications (such as companion comprehensive plan amendment and rezoning applications, which collective applications are included in references herein to "annexation") for consideration and approval by the City Council. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the City agrees that it shall not annex the Property or any portion thereof, until the earlier of the time that (i) all building permits, certificates of completion or occupancy and/or any other governmental approvals (collectively, the "Permits") for the respective portions of the allowable development on the Property (as permitted under the Property's Approved PUD) have been approved and issued by Lake County or (ii) one (1) year after the effective date of this Agreement; provided, however, in no event shall the City's legal process to commence the annexation start prior to June 1, 2023. However, at the sole discretion of the Owner and with written notice to the City, the Owner may start the annexation process of all or any portion of the Property prior to June 1, 2023.

b. Owner and City expressly agree that after the date hereof and prior to a final reading approving an annexation by the City, Owner (and any contract purchasers, site developers and successors-in-title of any portions of the Property) may continue to apply to Lake County for Permits for any improvements or structure to be constructed on the Property and the City shall not withhold or delay review and approval of such Permits on the basis of the annexation status.

c. As a condition precedent to the City's obligations hereunder, Owner shall pay to City within fifteen (15) days of the effective date of this Agreement the sum of \$3,500.00 to defer the cost to the City to process the annexation petition, including the companion comprehensive plan amendment and rezoning applications, contemplated herein. Such \$3,500 fee shall cover the costs of annexing the entire Property, in the event that the City elects to annex the Property in portions the Owner will not be required to pay additional processing fees for each annexation petition. Nothing herein shall prohibit or prevent any owner of a portion of the Property, at the subject owner's expense, from applying for annexation at any time after the effective date hereof.

d. The City agrees that because Owner may be paying both County and City impact fees, Owner shall not be responsible for payment of the contemplated \$1,000 per residential permit issued by Lake County, as set forth in Section 1.20 of the Water & Wastewater Service Agreement.

e. In the event the City fails to annex the Property, within six (6) months of the expiration of the annexation deadline in Section 3(a) above, the City shall continue to provide utility services to the Property, shall refund to Owner the amount paid under 3(c) above and the Owner shall continue with its development solely in Lake County and will not be responsible for

payment of any additional impact or other fees to the City. Owner agrees, however, that in the event City fails to annex the Property, the Notice of Encumbrance to Annex as set forth in the Waste & Wastewater Service Agreement shall remain in full force and effect and City may annex, at its expense, the Property at any time thereafter.

Section 4. IMPACT FEES. In further consideration of the City's agreement to the above annexation restriction, each Owner shall pay to City at the time of issuance of any applicable building permit, the additional City Impact Fees at the rates set forth in Exhibit "B" or such other rates as may be calculated in the future by City based on any and all applications for building permits for development on its respective portion of the Property. Such impact fee rates shall be based on the approved Lake County plans for Owner's project (in accordance with the Approved PUD) prior to or concurrent with the issuance of the first certificate of occupancy for each respective portion of the development being built out. The payment of impact fees hereunder to the City shall be in addition to any and all impact fees that Lake County may assess related to the development of the property, other than as stated in Section 3(d) above. In the event no annexation occurs, then no impact fees shall be due and payable to the City.

Section 5. DEFAULT

In the event of default by an Owner of any of the terms and conditions of this Agreement, the Owner expressly agrees and consents that the City may immediately annex the Property owned by such Owner or, at City's option, terminate water and sewer service to the Property with respect to the portion of the Property owned by the defaulting Owner.

Section 6. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 7. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Parkway Property Investments
Jim Heistand
800 N. Magnolia Avenue, Suite 1625
Orlando, Florida 32803

Lowndes Law
c/o Tara Tedrow, Esq.
215 N Eola Drive, Orlando, FL 32801
Tara.tedrow@lowndes-law.com

Yuge Deals, LLLP
1449 SW 74th Drive, Suite 200
Gainesville, Florida 32607
Attn: Matt Cason
Email: Matt@conceptcompanies.net

WEN Real Estate LLC
4030 NE 30th Avenue
Lighthouse Point, Fl. 33064
Attn: Edilberto Rodriguez
Email: Eddie@Wencorg.com

50 ASHLEY, LLC
1670 E. 8th Avenue
Tampa, Florida 33605
Attn: Chief Legal Officer

Section 8. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 9. EFFECTIVE DATE

The effective date of this agreement shall be the date that the last party has executed the agreement as provided below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. City through its Mayor, authorized to execute same by City Council action, and Owner through _____.

DATED this _____ day of _January_, 2023.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

{signatures continued on next page}

PKY CLERMONT LAND, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023 by _____ as _____ of **PKY CLERMONT LAND, LLC**, a Florida limited liability company. He/she is [☐] personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

{signatures continued on next page}

PKY CLERMONT MF, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _ day of _____, 2023 by _____ as _____ of **PKY CLERMONT MF, LLC**, a Florida limited liability company.

He/she is [] personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

{signatures continued on next page}

YUGE DEALS, LLLP,
a Florida limited liability limited partnership

By: Concept Development, Inc., a Florida corporation,
as General Partner

By: _____
Jeremy Scheer, CIO/COO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023 by Jeremy Scheer as CIO/COO of Concept Development, Inc., a Florida corporation, as General Partner of **YUGE DEALS, LLLP**, a Florida limited liability limited partnership. He/she is [] personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

{signatures continued on next page}

WEN REAL ESTATE, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _ day of _____, 2023 by _____ as _____ of **WEN REAL ESTATE, LLC**, a Florida limited liability company.

He/she is [] personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

{signatures continued on next page}

50 ASHLEY, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _ day of _____, 2023 by _____ as _____ of **50 ASHLEY, LLC**, a Delaware limited liability company.

He/she is [☐] personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Exhibit "A"

PKY CLERMONT LAND, LLC, a Florida limited liability company

A PARCEL OF LAND SITUATE IN A PORTION OF LOTS 23, 24, 25, 31 AND 32 MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89° 34' 58" WEST, 1324.32 FEET; THENCE NORTH 00° 34' 48" EAST, 353.51 FEET; THENCE SOUTH 89° 38' 07" EAST, 300.01 FEET; THENCE NORTH 00° 36' 10" EAST, 242.90 FEET; THENCE SOUTH 89° 35' 09" EAST, 1025.37 FEET TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH RANGE 26 EAST; THENCE NORTH 00° 39' 58" EAST, 631.65 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLONIAL DRIVE ALSO KNOWN AS STATE ROAD 50 RIGHT-OF-WAY MAP SECTION 11070 F.P NO. 238429-4; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89° 08' 59" EAST, 171.25 FEET; THENCE NORTH 00° 51' 05" EAST, 25.00 FEET; THENCE SOUTH 89° 08' 57" EAST, 349.72 FEET; THENCE SOUTH 01° 32' 52" WEST, 10.70 FEET; THENCE SOUTH 89° 05' 46" EAST, 300.55 FEET; THENCE NORTH 89° 57' 55" EAST, 100.80 FEET; THENCE NORTH 00° 00' 12" WEST, 10.00 FEET; THENCE NORTH 89° 59' 48" EAST, 405.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 40' 41" WEST, 424.28 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 81° 54' 44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: NORTH 49° 02' 38" WEST, 41.95') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 106.39 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 331.74 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE SOUTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 62° 37' 02" WEST, 29.44') TO A POINT OF NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 19° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: SOUTH 45° 00' 00" WEST, 33.25') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE NORTH 89° 59' 43" WEST, 86.00 FEET; THENCE NORTH 00° 00' 00" EAST, 10.00 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" WEST, 29.44') TO A POINT OF

NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF $04^{\circ} 10' 03''$ AND AN ARC LENGTH OF 7.13 FEET (CHORD: NORTH $52^{\circ} 40' 54''$ WEST, 7.13') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 45' 57''$ AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH $77^{\circ} 58' 51''$ WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH $74^{\circ} 38' 11''$ WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH $82^{\circ} 08' 11''$ WEST, 30.80') TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ} 38' 11''$ WEST, 15.54 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF $21^{\circ} 03' 14''$ AND AN ARC LENGTH OF 30.13 FEET (CHORD: SOUTH $79^{\circ} 06' 34''$ WEST, 29.96') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF $26^{\circ} 06' 02''$ AND AN ARC LENGTH OF 214.10 FEET (CHORD: SOUTH $55^{\circ} 31' 56''$ WEST, 212.26') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF $42^{\circ} 28' 55''$ AND AN ARC LENGTH OF 274.34 FEET (CHORD: SOUTH $21^{\circ} 14' 28''$ WEST, 268.10') TO A POINT OF TANGENCY; THENCE SOUTH $00^{\circ} 00' 00''$ WEST, 74.99 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF $27^{\circ} 15' 45''$ AND AN ARC LENGTH OF 240.29 FEET (CHORD: SOUTH $13^{\circ} 37' 52''$ WEST, 238.03') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF $26^{\circ} 37' 07''$ AND AN ARC LENGTH OF 125.44 FEET (CHORD: SOUTH $13^{\circ} 57' 11''$ WEST, 124.31') TO A POINT OF TANGENCY; THENCE SOUTH $00^{\circ} 38' 38''$ WEST, 2.56 FEET; THENCE NORTH $89^{\circ} 29' 17''$ WEST, 30.07 FEET TO THE **POINT OF BEGINNING**

PARCEL F - PKY CLERMONT MF, LLC, a Florida limited liability company

A PARCEL OF LAND SITUATE IN A PORTION OF LOT 23, LOT 24 AND LOT 25, AND ALL OF LOT 26, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52° 40' 54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE, SOUTH 89° 59' 43" EAST, 86.00 FEET; THENCE, NORTH 00° 00' 00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45° 00' 00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE

OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 331.74, FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, SOUTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 106.39 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 081°54'44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: SOUTH 49°02'38" EAST, 41.95'), TO A NON-TANGENT LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°40'41" WEST, 827.88 FEET TO THE SAID SOUTH LINE OF LOT 25; THENCE, ALONG SAID SOUTH LINE OF LOT 25, NORTH 89°29'17" WEST, 1297.24 FEET TO THE **POINT OF BEGINNING.**

PARCEL C – YUGE DEALS, LLLP, a Florida limited liability limited partnership

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

PARCEL B - WEN REAL ESTATE LLC, a Florida limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID

CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

PARCEL D — 50 ASHLEY, LLC, a Delaware limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

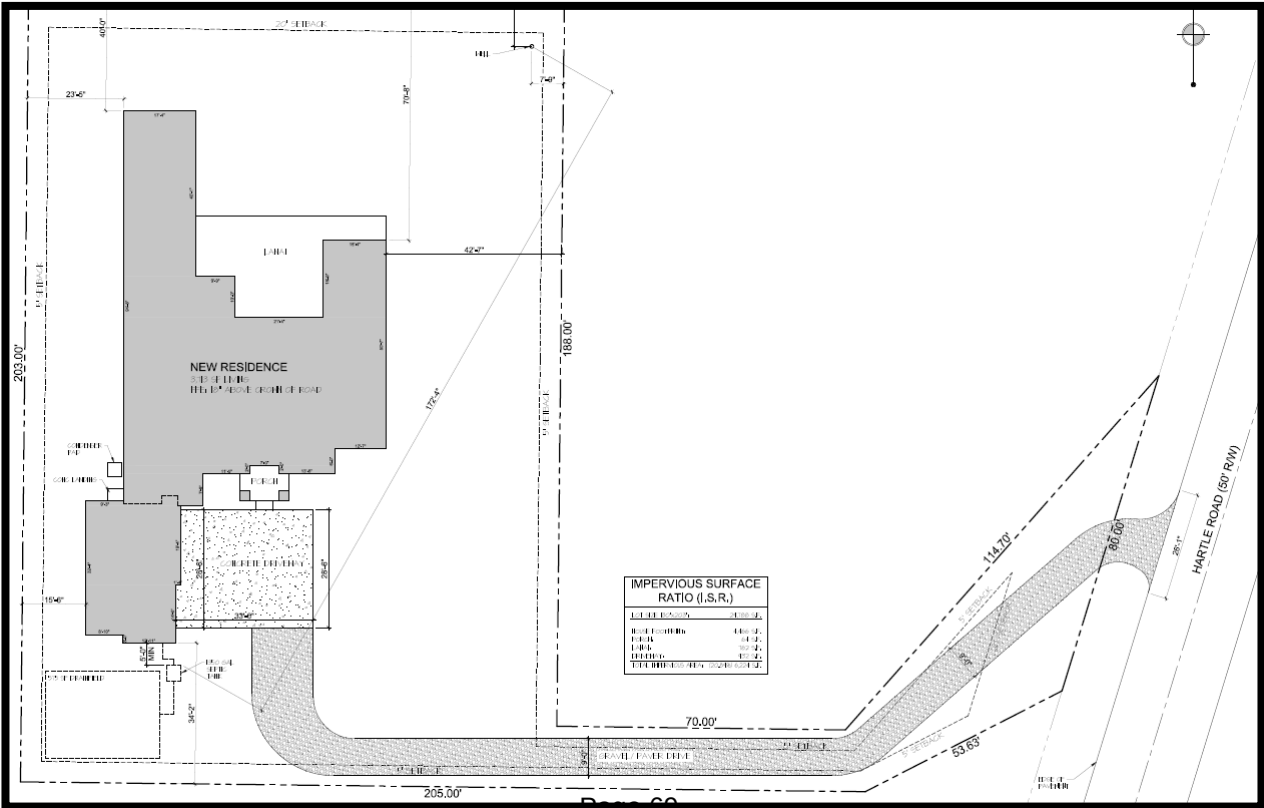
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A

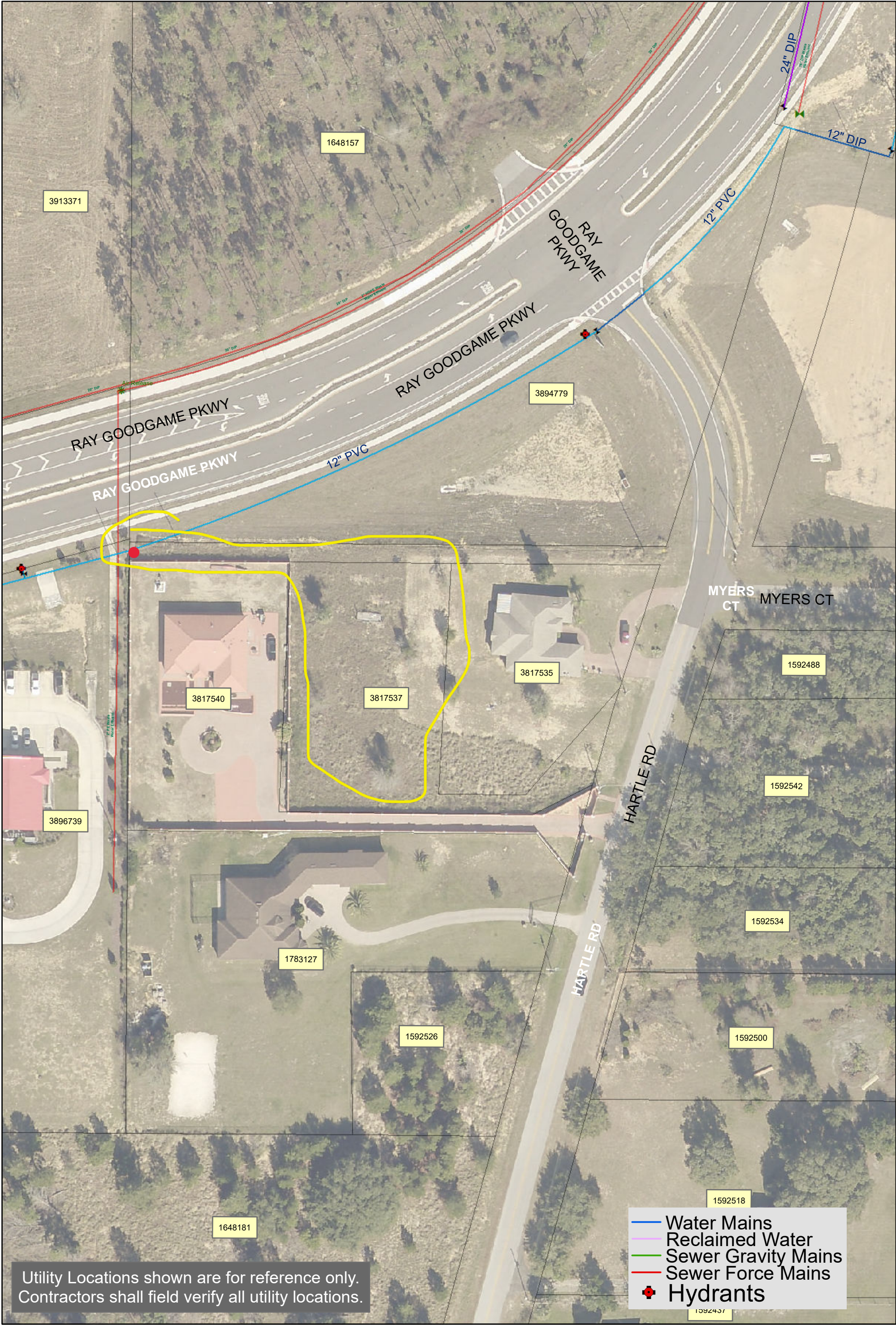
CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH $75^{\circ} 00' 00''$ WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH $90^{\circ} 00' 00''$ WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 45' 56''$ AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH $62^{\circ} 37' 02''$ WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF $17^{\circ} 51' 03''$ AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH $44^{\circ} 09' 35''$ WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $45^{\circ} 24' 37''$ AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH $30^{\circ} 22' 48''$ WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF $7^{\circ} 40' 29''$ AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH $03^{\circ} 50' 15''$ WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH $00^{\circ} 00' 00''$ EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

AGENDA ITEM

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Utility Service Agreement <i>Mardoche Dorsonne</i>		
Requested Action		
Recommend approval of the Utility Service Agreement		
Staff Report		
The property owner, Mardoche Dorsonne, is requesting potable water service for a new single-family residential home located on 0.68 +/- acre parcel located off of Hartle Road, south of the intersection of Hartle Road and Ray Goodgame Parkway. The owner would like connection to the City's potable water service and will use the existing well for irrigation purposes only. The estimated water consumption is 250 gallons per day. A septic tank will be installed; sewer services are not required for the residence at this time due to availability. Staff has verified that the City can provide potable water services to the residential home and it is within the City's service area.		
		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.pdf	
2. 3417537 Utility Reference (002)	3417537 Utility Reference (002).pdf	
3. Mardoche Dorsonne AK 3817537	Mardoche Dorsonne AK 3817537.docx	
4. Utility app	Utility app.pdf	

Utility Service Agreement – Mardoche Dorsonne – AK 3817537





UTILITY SERVICE AGREEMENT - WATER

This document constitutes an agreement between the City of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Mardoche Dorsonne, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a new single family residential home which is located on 0.68+/- acres at XXXXX Hartle Road, (Alt Key – 3817537) on real property (the “Property”) described on Exhibit ‘A’, attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the incorporated area of Lake County and the OWNER is requesting water service from the CITY; and

Whereas, as a condition of CITY providing said water service to the Property, OWNER is to extend water lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the site; and

Whereas, the CITY may, at the sole option of the CITY, elect to oversize the water lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if the CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements.
- 1.7 The OWNER shall be responsible for all costs of on-site and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.

Section 2. DEVELOPMENT STANDARDS

- 2.1 Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The use shall be limited to a single-family residential structure with typical water use, 250 gallons per day, annual average.
- 2.3 Existing well shall only be used for irrigation purposes and must not connect to the home or City Water supply. The owner shall maintain a RPZ backflow device on the potable water system.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, at its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A" and shall be accompanied, at OWNER's expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY	OWNER
City of Clermont City Manager P.O. Box 120219 Clermont, FL 34712-0219	Mardoche Dorsonne 1422 Shoreside Way STE 110-135 Winter Garden, FL 34787

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates listed below. CITY through its City Manager, authorized to execute it by City Council action.

DATED this 10th day of January 2023.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

OWNER:

Mardoche Dorsonne

Signature

Print Name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public _____

SEAL:

Type/print name _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Owner:

Mardoche Dorsonne

1422 Shoreside Way STE 110-135

Winter Garden, FL 34787

Description:

FROM NW COR OF SE 1/4 OF SW 1/4 RUN S 89-19-56 E 130 FT FOR POB, CONT S 89-19-56 E 130 FT, S 00-35-31 W 188 FT, S 89-19-56 E 70 FT, N 41-31-42 E 114.70 FT TO W R/W LINE OF HARTLE RD, S 17-03-37 W ALONG SAID R/W LINE 80 FT, S 62-52-45 W 53.63 FT, N 89-19-56 W 205 FT, N 00-35-31 E 203 FT TO POB ORB 6037 PG 274

Containing 0.68 +/- acres more or less.

Lake County Alternate Key Numbers:

3817537

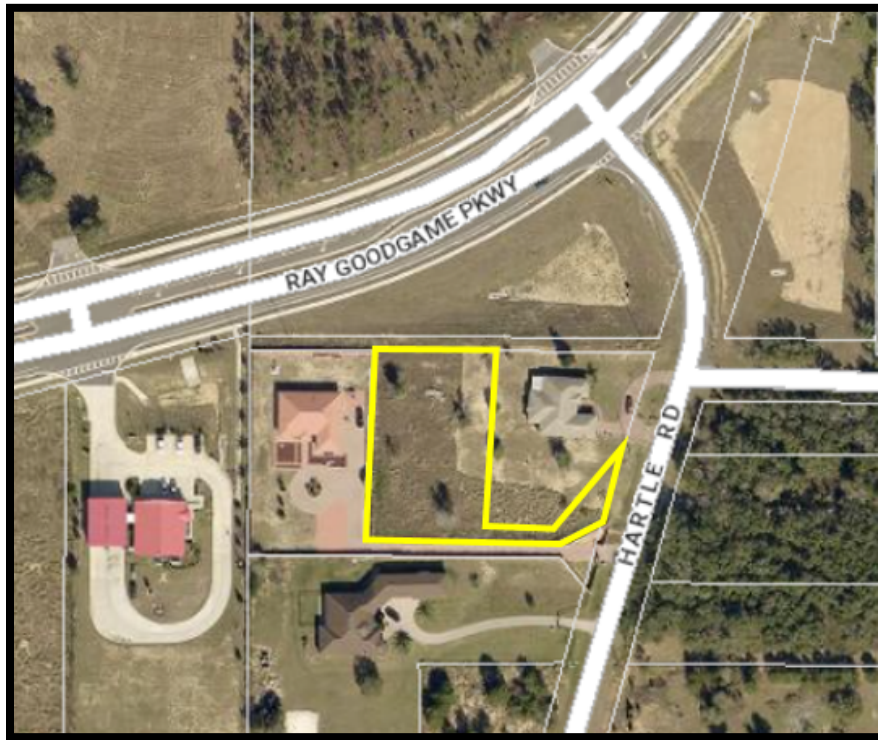


EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **10th day of January, 2023**, between Mardoche Dorsonne, property owner in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails,

the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Mardoche Dorsonne

Witnesses

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____

SEAL:

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712



CITY OF CLERMONT
UTILITY SERVICE AGREEMENT
APPLICATION

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date 11/18/2021			
Applicant <u>Mardoche Dorsonne</u>			
Contact Person: <u>Mardoche Dorsonne</u>			
Address <u>14422 shoreside way ste 110-135</u>	City <u>Winter Garden</u>	State <u>FL</u>	Zip <u>34787</u>
Telephone <u>561-870-2798</u>	Fax		
Email <u>Dochedorsonne@yahoo.com</u>			
OWNER INFORMATION			
Owner's Name <u>Mardoche Dorsonne</u>			
Owner Address <u>14422 shoreside way ste 110-135</u>	City <u>Winter Garden</u>	State <u>FL</u>	Zip <u>34787</u>
Telephone <u>561-870-2798</u>	Fax		
Email <u>Dochedorsonne@yahoo.com</u>			
AGREEMENT INFORMATION			
Party Responsible for Agreement <u>Mardoche Dorsonne</u>			
Address of the Subject Property <u>Atl Key: 3817537 Hartle Rd, Clermont FL 34711</u>			
General Location of the Property (include Location Map) <u>From the turnpike, take exit 272 onto state road 50. Turn left on Ray Goodgame Rd and make a left on Hartle Rd. Destination is 2 lot to the right.</u>			
Area of the property: <u>.68</u> acres			
Zoning: <u>Residential</u>	County Future Land Use:		
<i>Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).</i>			
Estimated Water Consumption (excluding irrigation): _____ gallons per day			
Estimated Sewer Consumption: _____ gallons per day			
Estimated Re-Use (Gray Water) Water Consumption: _____ gallons per day			
Attach a detailed description of project.			
Notes: <u>4 Bed 3.5 Baths total: 3713 sqft</u>			



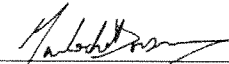
CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

- ☐ Signed original application and materials required for processing
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☐ Proposed Site Plan (if applicable)
- ☐ Lake County Property Appraiser – Record Card
- ☐ Location Map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of utility services requested

Mardoche Dorsonne

Applicant Name (print)

x 
Applicant Name (signature)

Mardoche Dorsonne

Owner Name (print)

x 
Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

To schedule a meeting please contact:

Development Services Department

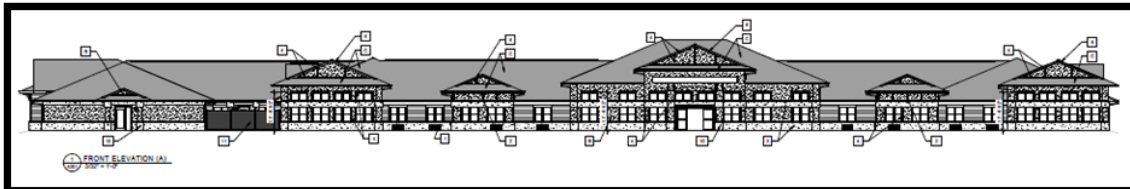
Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

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

03/09/2021

AGENDA ITEM

Meeting Date	
Tuesday, January 10, 2023	
Agenda Item Name	
Utility Service Agreement <i>Hampton Manor</i>	
Requested Action	
Recommend approval of the utility service agreement	
Staff Report	
The applicant, Axis Infrastructure, is requesting a utility service agreement for sewer service for a project located in the City's utility service area. The parcel is approximately 4.8 acres and is located approximately 2,000 feet south of the US 27 and Hartwood Marsh Road intersection on the west side of US 27, north of Hidden Court.	
	
The property is located in Lake County and the applicant has received approval to construct a single-story assisted living facility with a maximum of 92 beds. The building will be up to 67,000 square feet. The applicant is progressing through the County's site plan approval process and sewer service is being requested. The project has been reviewed through the JPA review with Lake County and the City. Below is the front elevation of the building.	
	
The applicant is aware the City intends to annex the property in the very near future and agrees to pay police, fire, and sewer impact fees prior to annexation as part of this utility agreement to keep the project moving forward in Lake County. The City has the capacity to serve the development, which will be up to 11,700 gallons per day of sewer service based on an annual average. Staff recommends approval of the utility service agreement, which includes the annexation language for the impact fees.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Hampton Manor ALF Annex UA (12.15.22)	Hampton Manor ALF Annex UA (12.15.22).docx	
2.	Location Map	Location Map.pdf	
3.	12-1-22 Site Plan	12-1-22 Site Plan.pdf	
4.	Sewer utility service availability letter	Sewer utility service availability letter.pdf	
5.	Utility Service Application Fully Signed	Utility Service Application Fully Signed.pdf	

ANNEXATION AND UTILITY SERVICE AGREEMENT FOR WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Golden Years Living, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a 67,000 square foot assisted living development described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting sewer service from the CITY; and

Whereas, as a condition of CITY providing said sewer to the property. Lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, as a condition of the provision of sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, once the certificate of completion of the building permit is issued by Lake County, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project. No building permits shall be issued until sewer is

provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of improvements. No Certificate of Occupancy shall be issued until sewer improvements have been completed and accepted by the CITY.

- 1.6 The OWNER shall be responsible for all costs of onsite improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.10 The development being served is shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.12 The Agreement shall be for 11,700 gpd for sewer based on an annual average.
- 1.13 It will be the OWNER's responsibility to provide adequate hydraulic modeling to identify that the project can connect to the City's existing utility system or identify any upgrades the developer will need to make to the system to serve the project. The OWNER shall reimburse the City for all expenses the City incurs from its contracted engineering firm for review of the developer's submittals.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed in accordance with the Hampton Manor Assisted Living Facility Ordinance 2022-34 that was approved by Lake County on August 2, 2022.
- (b) The CITY agrees to accept the site plan approved by Lake County and the certificate of completion of the building permit.
- (c) The project shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. IMPACT FEES

In further consideration of and as a condition precedent to, the City's agreement to the annexation restriction, Owner shall pay to City within ninety (90) days of the effective date of this Agreement applicable City Impact Fees based on the approved Lake County plans for Owner's project. The

payment of impact fees hereunder to the City shall be in addition to any and all impact fees that Lake County may assess related to the development of the property.

Section 4. ANNEXATION

- (a) OWNER agrees that CITY may annex the Property into the City of Clermont upon issuance of certificate of completion by Lake County, if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.
- (b) As a condition precedent to the City's obligations hereunder, OWNER shall pay to City within ninety (90) days of the effective date of this Agreement the sum of \$3,500 to defer the cost to the City to process the annexation petition contemplated herein.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Golden Years Living LLC
7560 River Road
Flushing, MI 48433

Section 7. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 8. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this _____ day of _____, 2023.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Golden Years Living LLC

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owner:

Golden Years Living LLC

Description:

AK 1412277

LEGAL DESCRIPTION

FROM SW COR OF SW 1/4 OF SEC 9-23-26 RUN N 0-01-0 E ALONG W LINE OF SW 1/4 A DIST OF 1010.46 FT TO N LINE OF S 1/2 OF SAID TRACT 56 MONTE VISTA PARK FARMS PB 2 PG 27, THENCE RUN S 89-10-12 E 1570.62 FT FOR POB, RUN S 01-40-07 E 346.70 FT TO A NON-TANGENT CURVE CONCAVE TO THE SW, THENCE RUN SE'LY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 69-31-01 A RADIUS OF 80 FT, AN ARC LENGTH OF 97.06 FT, A CHORD BEARING OF S 41-34-16 E & A CHORD DIST OF 91.22 FT, THENCE RUN S 06-48-46 E 102.58 FT TO A CURVE CONCAVE TO THE NE, THENCE RUN SE'LY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 80-14-23, A RADIUS OF 20.04 FT, AN ARC LENGTH OF 28.07 FT, A CHORD BEARING OF S 46-55-22 E & A CHORD DIST OF 25.83 FT TO A COMPOUND CURVE CONCAVE TO THE N, THENCE RUN E'LY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13-36-16, A RADIUS OF 353 FT, AN ARC LENGTH OF 83.82 FT, A CHORD BEARING OF N 86-09-16 E & A CHORD BEARING OF N 86-09-16 E & A CHORD DIST OF 83.62 FT, THENCE RUN N 79-21-08 E 85.82 FT TO A CURVE CONCAVE TO THE NORTH, THENCE RUN E'LY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 06-23-50, A RADIUS OF 515.80 FT, AN ARC LENGTH OF 57.59 FT, A CHORD BEARING OF N 75-49-25 E & A CHORD DIST OF 57.56 FT, THENCE RUN N 72-37-30 E 97.93 FT, THENCE RUN N 17-12-43 W 15 FT, THENCE RUN N 72-37-30 E 99.29 FT TO THE W R/W LINE OF SR 25, BEING A NON-TANGENT CURVE CONCAVE TO THE W, THENCE RUN N'LY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 0-45-01, A RADIUS OF 11380.14 FT, AN ARC LENGTH OF 149.04 FT, A CHORD BEARING OF N 18-0-41 W & A CHORD DIST OF 149.04 FT, THENCE RUN N 18-23-12 W 293.39 FT, N 89-10-12 W 370.44 FT TO POB ORB 2481 PG 913

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **10th day of January 2023**, between **GOLDEN YEARS LIVING LLC**, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Golden Years Living LLC

Witnesses

By: _____
Signature

Type or print name

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

DIMENSION PLAN

Hampton Manor Assisted Living Facility (ALF) - Master Site Plan:

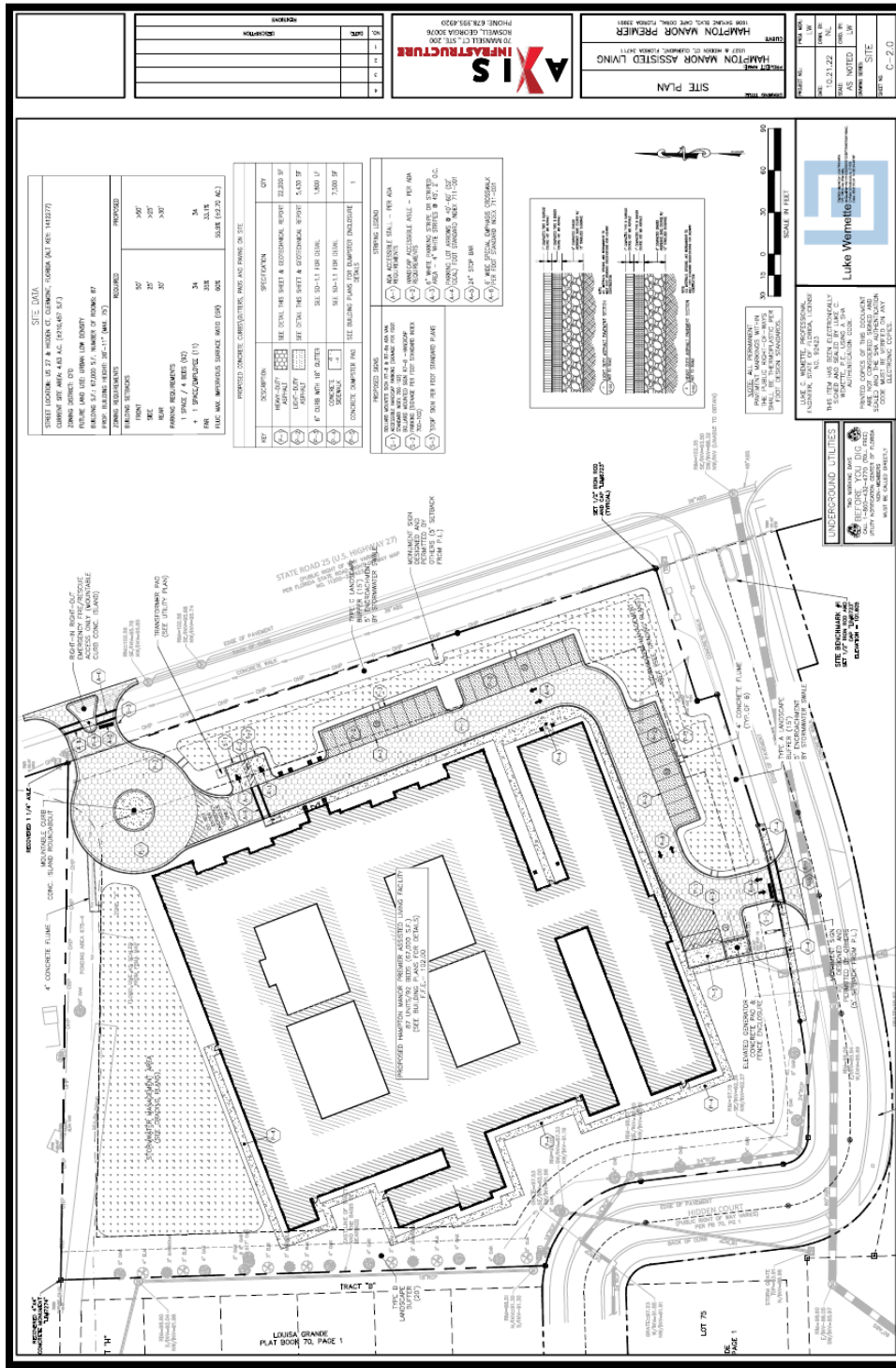
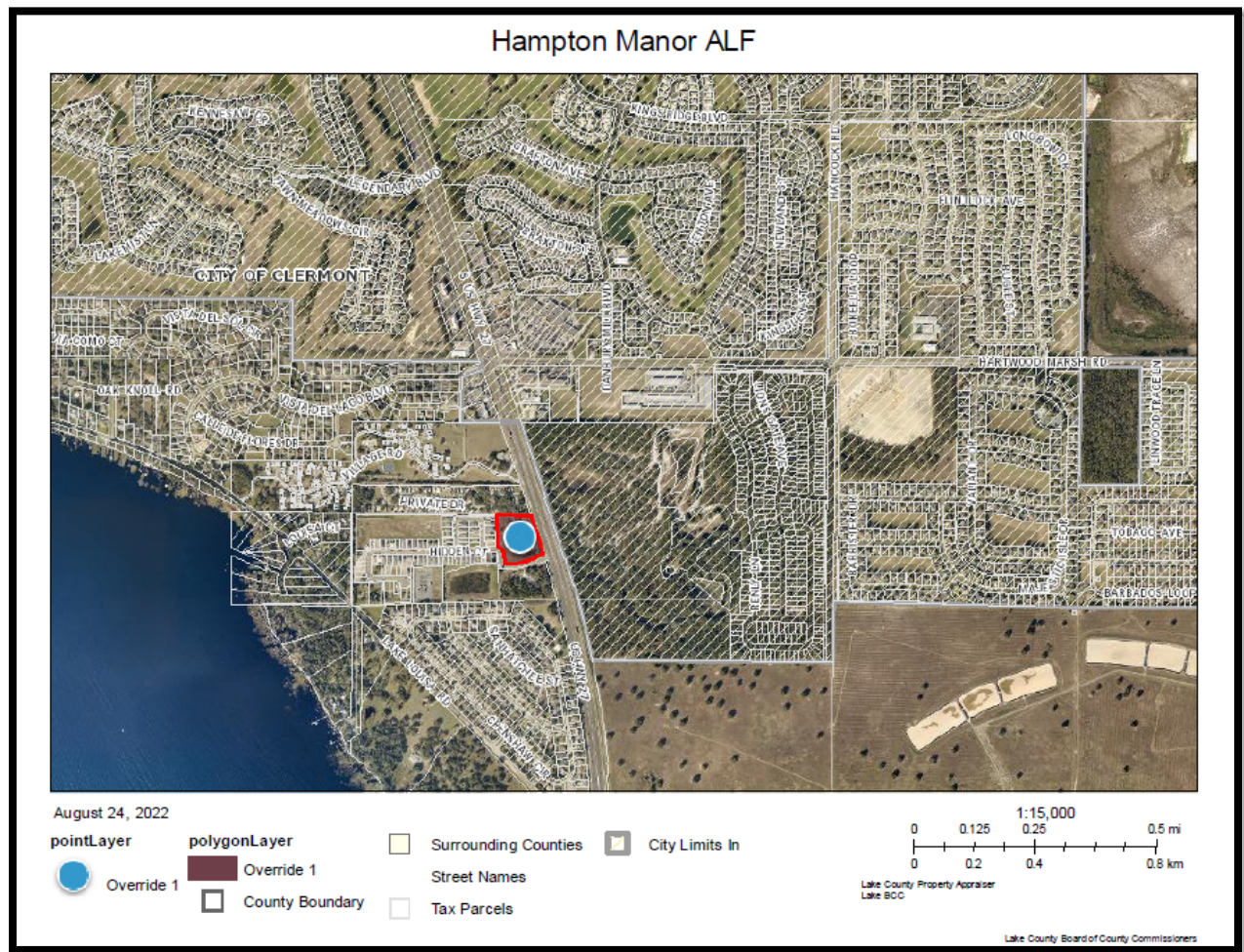
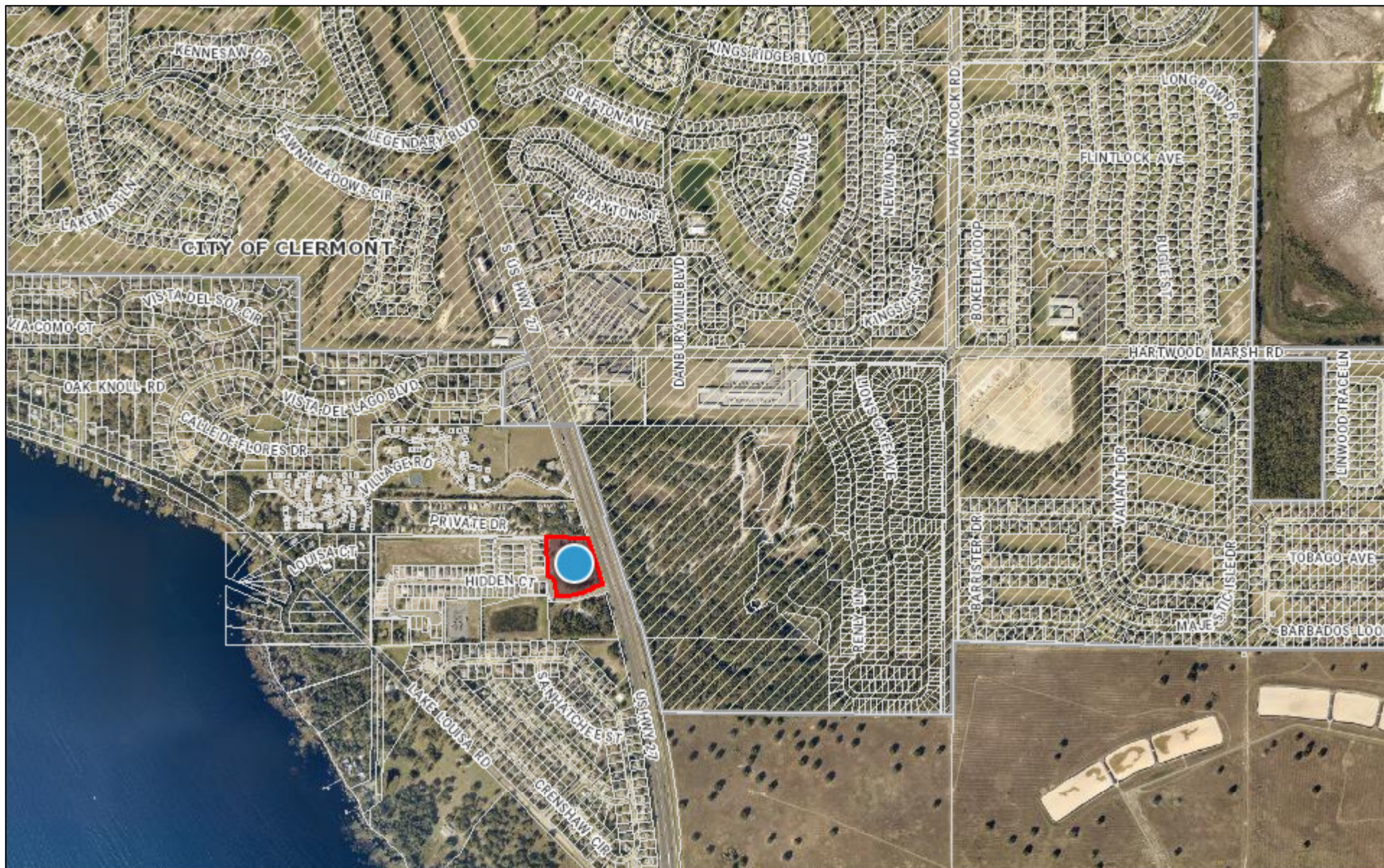


EXHIBIT "D" **LOCATION MAP**



Hampton Manor ALF



August 24, 2022

pointLayer



Override 1

polygonLayer



Override 1



County Boundary



Surrounding Counties



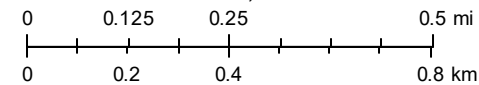
City Limits In

Street Names



Tax Parcels

1:15,000



Lake County Property Appraiser
Lake BCC



Stoney Brunson
Public Services Director

352-241-0178
sbrunson@clermontfl.org

April 12, 2022

Sarah Propst, AICP, PMP
Axis Infrastructure
1111 Cambridge Square
Alpharetta, GA 30009

RE: Assisted Living Facility - Alt Key 1412277

This letter is in response to your request regarding sewer availability for the project located at:
Alt Key 1412277 - US-27 and Hidden Ct.

The property referenced is not located within the city limits of Clermont. The property is, however, located within the City's sewer utility service area and therefore, the City can provide utility service subject to compliance with applicable City Codes.

Final approval for the provision of utility services to the property must be granted by the City Council and may be subject to additional conditions. To initiate the consideration process, the property owner must submit a request for a sewer utility agreement to be approved by City Council. Please contact Curt Henschel, Planning and Development Services Director, to proceed with requesting utility service for this project.

If you have any questions regarding the information provided, please contact me at (352) 241-0178.

Sincerely,

A handwritten signature in black ink that reads 'Stoney Brunson'.

Stoney Brunson
Public Services Director



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT

APPLICATION

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date Aug 22, 2022			
Applicant Shahid Imran, BHA, BBA, BBM, Managing Director CEO			
Contact Person: Sarah Propst, AICP, PMP			
Address 2515 Liberty Park Dr	City Cape Coral	State FL	Zip 33909
Telephone 757-269-1203	Fax		
Email sarahpropst@axiscompanies.com			
OWNER INFORMATION			
Owner's Name Hithersay Stevens Trustee			
Owner Address 5224 W State Rd 46 #379	City Sanford	State FL	Zip 32771
Telephone 407-416-1036	Fax		
Email cflhithersay@mindspring.com			
AGREEMENT INFORMATION			
Party Responsible for Agreement Shahid Imran			
Address of the Subject Property Alt Key 1412277			
General Location of the Property (include Location Map) Northwest corner of US Hwy 27 and Hidden Court			
Area of the property: <u>4.8</u> acres			
Zoning: CFD		County Future Land Use: Urban Low Density	
<i>Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).</i>			
Estimated Water Consumption (excluding irrigation): <u>11,700</u> gallons per day			
Estimated Sewer Consumption: <u>11,700</u> gallons per day			
Estimated Re-Use (Gray Water) Water Consumption: <u>4,945</u> gallons per day			
Attach a detailed description of project.			
Notes: Re-use water consumption is the irrigation demand for this project. This is assuming re-use water is available at this site.			



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials requiring for processing
- ☒ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser – Record Card
- ☒ Location Map
- ☐ Any applications currently on file with Lake County No application currently in process with the County.
- ☒ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence We have not worked with DEO or ECFRPC on this project.
- ☒ Any information needed for determination of utility services requested

Shahid Imran

Applicant Name (print)

x

Applicant Name (signature)

Steven Hithersay

Owner Name (print)

x

Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

To schedule a meeting please contact:

Development Services Department

Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

03/09/2020



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Contract Amendment		
Requested Action		
Requesting approval of amendments to contracts that have exceeded or may exceed \$50,000 on an annual basis.		
Staff Report		
The following term contracts were initially estimated to have an annual expenditure of less than \$49,999 and therefore did not require City Council approval at the time they were executed. The contracts listed below have exceeded or may potentially exceed the \$50,000 annual threshold requiring City Council approval. As per the Purchasing Policy, "The City Manager or designee may approve and execute a contract not exceeding \$49,999 per year. Any contract exceeding \$49,999 on a multi-year basis shall be awarded by the City Council. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitively negotiated agreements, and consultant agreements." • Contract number 2022-105 titled Fire Sprinkler and Standpipe Services with Wayne Automatic Fire Sprinklers, Inc. to provide fire sprinkler inspection services. The current contract value is \$42,120. • Contract number 2022-156 titled On-Call Job Order Repair and Maintenance Services with Nichols Nursery and Landscape, LLC. to provide sod installation/replacement and concrete minor repairs.		
Additional Analysis		
Fiscal Impact Summary		
There is no additional fiscal impact. Funding will be determined by the respective department and is included in the current fiscal year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Contract 2022-105	Contract_2022-105.pdf	
2. RFB 22-020	RFB 22-020.pdf	
3. Exhibit A	Exhibit A.pdf	

**AGREEMENT NO. 2022-105 FOR
FIRE SPRINKLER AND STANDPIPE INSPECTION SERVICES**

THIS AGREEMENT, is made and entered into this 12th day of September 2022, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and WAYNE AUTOMATIC FIRE SPRINKLERS, INC., whose address is: 222 Capitol Court, Ocoee, FL 34761, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 22-035 titled Fire Sprinkler/Standpipe Inspection;

WHEREAS, CONTRACTOR submitted its response dated August 11, 2022, to RFB 22-035;

WHEREAS, CITY desires to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 22-035 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

The CONTRACTOR shall fire sprinkler and standpipe inspection services as described in CITY's RFB 22-035 and CONTRACTOR's August 11, 2022 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

ARTICLE 2 – THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

ARTICLE 3 – PROVISION OF SERVICES AND COMPLETION OF WORK

- 3.1. The CONTRACTOR shall only provide to CITY with fire sprinkler and standpipe inspection services upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB No.: 22-035 or in the specific purchase order or authorized order submitted by CITY. Nothing

herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

- 3.2. CONTRACTOR, upon receipt of an order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.
- 3.3. It is expressly understood and agreed that the passing, approval and/or acceptance of any fire sprinkler/standpipe inspection services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.
- 3.4. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

ARTICLE 4 – TERM AND TERMINATION

- 4.1. This Agreement is to become effective upon execution by both parties, and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.
- 4.2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- 4.3. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one (1) year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may

consider an adjustment to price based on changes in the Producer Price Index (PPI).

ARTICLE 5 – PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

ARTICLE 6 – DISPUTE RESOLUTION - MEDIATION

- 6.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- 6.2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes, and other matters in question between them by mediation.
- 6.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

ARTICLE 7 – INSURANCE AND INDEMNIFICATION RIDER

- 7.1. Worker's Compensation Insurance – The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.
- 7.2. CONTRACTOR's Commercial General Liability Insurance – The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or

indirectly employed by it, and the amount of such insurance shall be as follows:

- (a) CONTRACTOR's Commercial General Liability, \$1,000,000 Each, (\$2,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
- (b) Automobile Liability Coverages, \$500,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. Indemnification Rider

- (a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.
- (b) In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

ARTICLE 8 – NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Wayne Automatic Fire Sprinklers, Inc.
222 Capitol Court
Ocoee, FL 34761
Attn: Clayton Durden, Inspections Manager

OWNER: City of Clermont
Attn: Brian Bulthuis, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE 9 – MISCELLANEOUS

- 9.1. Attorneys' Fees – In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.
- 9.2. Waiver – The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.
- 9.3. Severability – If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- 9.4. Amendment – Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.
- 9.5. Entire Agreement – This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all

prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

- 9.6. Assignment – Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.
- 9.7. Venue – The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.
- 9.8. Applicable Law – This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
- 9.9. Public Records – Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
 - (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
 - (e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

ARTICLE 10 – AGREEMENT DOCUMENTS

The Agreement Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

- 10.1. This Agreement
- 10.2. Purchase Order / Notice To Proceed
- 10.3. An applicable Contractor Quote or Statement of Work
- 10.4. All documents contained in City of Clermont RFB 22-035 and any amendments thereto.
- 10.5. CONTRACTOR's August 11, 2022 response to RFB 22-035.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of September, 2022.

CITY OF CLERMONT

DocuSigned by:
Freddy Suarez
431F57D413554D6...

Freddy Suarez, Procurement Services Director

DS

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

Tracy Ackroyd Howe, City Clerk



WAYNE AUTOMATIC FIRE SPRINKLERS, INC.

By:  8221CD1904F8455...
(Signature)

Print Name: Clayton Durden

Title: Inspections Manager

Date: 9/12/2022

SECTION – C PRICE SCHEDULE

NOTE: The quantities shown in the Price Schedule are estimates only. They may vary significantly from the actual quantities ordered by the City. Payment shall be for the units ordered, placed, and accepted by the City. By signing this form, the respondent fully acknowledges that there will be no additional compensation (no overhead, no anticipated profits, etc.) other than the unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.

L.N.	Description	Qty	Unit Price	Extended Price
1	Clermont City Hall Annual Inspection / Backflow Inspection 685 W. Montrose St.	1	\$ 500.00	\$ 500.00
2	Clermont City Hall Quarterly Inspection 685 W. Montrose St.	3	\$ 200.00	\$ 600.00
3	Clermont Police Department Annual Inspection / Backflow Inspection 3600 S. Hwy. 27	1	\$ 300.00	\$ 300.00
4	Clermont Police Department Quarterly Inspection 3600 S. Hwy. 27	3	\$ 125.00	\$ 375.00
5	Clermont Fire Department Administration Annual Inspection / Backflow Inspection 439 E. Hwy. 50	1	\$ 200.00	\$ 200.00
6	Clermont Fire Department Administration Quarterly Inspection 439 E. Hwy. 50	3	\$ 100.00	\$ 300.00
7	Fire Station 1 Annual Inspection / Backflow Inspection 439 E. Hwy. 50	1	\$ 200.00	\$ 200.00
8	Fire Station 1 Quarterly Inspection 439 E. Hwy. 50	3	\$ 100.00	\$ 300.00
9	Fire Station 2 Annual Inspection / Backflow Inspection 2200 Hartwood Marsh Rd.	1	\$ 200.00	\$ 200.00
10	Fire Station 2 Quarterly Inspection 2200 Hartwood Marsh Rd.	3	\$ 100.00	\$ 300.00
11	Fire Station 3 Annual Inspection / Backflow Inspection 2155 Legends Way	1	\$ 200.00	\$ 200.00

SECTION – C PRICE SCHEDULE

L.N.	Description	Qty.	Unit Price	Extended Price
12	Fire Station 3 Quarterly Inspection 2155 Legends Way	3	\$ 100.00	\$ 300.00
13	Fire Station 4 Annual Inspection / Backflow Inspection 13341 Hartle Road	1	\$ 300.00	\$ 300.00
14	Fire Station 4 Quarterly Inspection 13341 Hartle Road	3	\$ 150.00	\$ 450.00
15	Historic Village Library Annual Inspection / Backflow Inspection 490 West Ave.	1	\$ 100.00	\$ 100.00
16	Historic Village Library Quarterly Inspection 490 West Ave.	3	\$ 100.00	\$ 300.00
17	Highlander /Waterfront Pavilion Annual Inspection / Backflow Inspection 330 Third Street	1	\$ 225.00	\$ 225.00
18	Highlander /Waterfront Pavilion Quarterly Inspection 330 Third Street	3	\$ 100.00	\$ 300.00
19	Lake Hiawatha 1A Annual Inspection / Backflow Inspection 450 Lake Minneola Shores Dr.	1	\$ 225.00	\$ 225.00
20	Lake Hiawatha 1A Quarterly Inspection 450 Lake Minneola Shores Dr.	3	\$ 100.00	\$ 300.00
21	Lake Hiawatha 1B Annual Inspection / Backflow Inspection 451 Lake Minneola Shores Dr.	1	\$ 225.00	\$ 225.00
22	Lake Hiawatha 1B Quarterly Inspection 451 Lake Minneola Shores Dr.	3	\$ 100.00	\$ 300.00
23	Environmental Services Administration Annual Inspection / Backflow Inspection 3335 Hancock Rd.	1	\$ 200.00	\$ 200.00
24	Environmental Services Administration Quarterly Inspection 3335 Hancock Rd.	3	\$ 100.00	\$ 300.00

RFB No: 22-035

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SECTION – C PRICE SCHEDULE

L.N.	Description	Qty.	Unit Price	Extended Price
25	Clermont City Center Annual Inspection / Backflow Inspection 620 W. Montrose Street	1	\$ 200.00	\$ 200.00
26	Clermont City Center Quarterly Inspection 620 W. Montrose Street	3	\$ 100.00	\$ 300.00
27	Arts & Recreation Center Annual Inspection / Backflow Inspection 3700 S. Hwy. 50	1	\$ 300.00	\$ 300.00
28	Arts & Recreation Center Quarterly Inspection 3700 S. Hwy. 50	3	\$ 150.00	\$ 450.00
Total Annual Price				\$ 8,250.00

HOURLY LABOR RATES

	During Work Hours 8:00 am to 5:00 pm Mon. – Fri.	After Work Hours 5:01 pm to 7:59 am Mon. – Fri.	Weekends / Holidays 12:00 am to 11:59 pm
Service Rate Per Hour	\$ 115.00	\$ 172.50	\$ 172.50
Emergency Service Call		\$ 172.50	\$ 172.50
Additional Fee (if any) *	\$ 39.00	\$ 39.00	\$ 39.00

* Service Trip Charge

Price for replacement parts:

Contractor's cost plus percentage amount: 25.00% %

Price for 5-year valve inspection as per NFPA-25: \$ \$ 800.00

Warranty of service: One year

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Wayne Automatic Fire Sprinklers, Inc
Street Address:	222 Capitol Court, Ocoee, FL 34761
Mailing Address (if different):	
Telephone:	407-656-3030
Fax:	407-656-8026
Email:	cdurden@waynefire.com
Payment Terms:	30 % ____ days, net 30
FEIN:	59 - 1824363
Professional License No.:	FPC14-000057
Signature:	
Date:	8/10/22
Print Name:	Clayton Durden
Title:	Inspections Manager
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No see note	

Note: 3% Surcharge applied to all credit card payments

END OF SECTION – C

SECTION – B

STATEMENT OF WORK

The successful Contractor shall inspect and perform required service, including maintenance and repair and testing when appropriate, on all fire systems noted in this solicitation. Contractor shall be appropriately licensed for the work described in this RFB.

1 – SCOPE OF SERVICES

The Contractor shall inspect all fire sprinkler/standpipe systems required in accordance with National Fire Protection Association (NFPA) most current edition adopted by the State of Florida. All services performed shall comply with the regulations of the State Fire Marshal, as they pertain to fire sprinkler/standpipes guidelines established by the manufacturer and the NFPA, shall be followed during inspection. Automatic sprinkler systems shall be inspected and/or serviced on a quarterly schedule. The Contractor shall notify Joe McMahon of the Public Services Department at (352) 267-2398 at least seventy-two (72) hours in advance of the date systems are to be serviced. All inspection reports must be signed by and a copy left with a Public Services employee.

The Contractor shall be required to re-certify code compliant (at the time of installation) systems and shall inspect each system every three months.

- a. The Contractor shall be responsible for responding to routine service calls within seven (7) days without charge. The Contractor shall also be responsible for responding to emergency calls within four (4) hours. An extra charge, if applicable will be allowed for emergency calls. These charges shall be listed in Section C, Price Schedule.
- b. The Contractor shall immediately notify Joe McMahon of the Public Services Department concerning an emergency or service problem related to fire sprinkler systems at any City facility.
- c. As all units are utilized daily, inspection time will be limited from the hours of 8:30 A.M. to 4:30 P.M. Monday through Friday. Inspections will not be permitted on City holidays or weekends. The successful contractor must set a specific date and time with Joe McMahon of the Public Services Department at (352) 267-2398.

Successful Contractor shall perform a complete inspection of all fire sprinkler systems consisting of the following:

- a. Inspect automatic sprinkler/standpipe systems every three months. Perform complete inspection service, tag and seal.

OR

SECTION – B
STATEMENT OF WORK

- b. Prepare an itemized list of repairs, update requirements or other items necessary to meet required code compliance. This will include the total cost of all equipment, parts, and labor charges to bring the unit into code compliance standards. Approval to proceed with repairs must be obtained from the Public Services Department. This estimate must be included with the inspection report. No work shall be performed under the contract without a properly approved purchase order issued by the City of Clermont.

Required activities included in rate for standard inspection services:

- a. Inspections
1. Visual inspection of all equipment to determine condition.
 2. Visual inspections of all protected areas to determine conformity with installation standards or generally accepted practices.
- b. Testing
1. Water supply (main drain tests).
 2. Water flow alarm tests.
 3. Supervisory tests.
 4. Trip tests of dry, pre-action and deluge systems (as required).
 5. Cross-connection and pressure-loss tests of back flow prevention devices (annually).
 6. Fire pump operational and performance tests-part of pump test (as required).
 7. Low-air, priming water, detection system tests.
- c. Maintenance
1. Lubricate all control valves.
 2. Replace missing fire department connection caps, as needed.
 3. Drain all low points of dry or pre-action systems.
 4. Replace missing valves signage (excluding hydraulic data plates), as necessary.
- d. Reporting
1. Detailed inspection reports prepared for each site.
 2. Site name, date inspected, inspector's name, on site representative name.

SECTION – B

STATEMENT OF WORK

3. "Yes", "No" or "Not Applicable" responses to items prescribed by NFPA 25.
4. Pressure readings and test results.
5. Description of all adjustments or no-cost repairs made while on site.
6. All items requiring repair or replacement listed under "Repair Items".
7. All other issues of conformance with installation codes or generally accepted practices listed under "Installation Code Observations".

The successful Contractor shall comply with National Fire Protection Association (NFPA) Standards and all local building codes. This test shall include the quarterly and annual items recommended for sprinkler system certification. The awarded contractor shall coordinate efforts with the City's Fire Alarm System Contractor as needed.

2 – WARRANTY

The successful Contractor agrees that, unless expressly stated otherwise, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities (minimum 1-year warranty, per section 633.539 Florida Statutes). The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

3 – HOURS OF WORK AND AVAILABILITY

The successful Contractor shall be required to be available twenty-four (24) hours a day, seven (7) days a week, and 365 days per year for emergency services. Payment for this service shall be in accordance with prices bid. Only time on the job site shall be invoiced. Authorized certified personnel shall respond at the site, within four (4) hours after receiving an emergency call. Contractor's authorized personnel shall sign in and out of a City facility with a designated person.

The Contractor shall furnish all labor, equipment, transportation and materials when requested to provide inspection, repair and maintenance of fire sprinkler/standpipe systems. Any system modifications must be approved by the Planning and Zoning Department and the City's Fire Marshal prior to and upon completion for Code Compliance.

SECTION – B STATEMENT OF WORK

Hourly labor rates shall include full compensation for labor of work performed for the required installation of repair parts. Hourly labor rates shall apply only to the installation of repair parts as itemized during the Contractor's inspection.

The Contractor, as requested by the City, shall furnish materials. The City reserves the right to furnish materials to the contractor.

All sprinkler/standpipe system parts replaced (therefore deemed un-repairable) shall be returned for inspection to the Public Services Department. The City reserves the right to not pay for parts not requiring replacing. All damaged parts returned shall be grouped and noted by site location to aid in service tracking.

Material quality is expected to be commercial grade to meet respective codes and of such to accomplish the service work satisfactorily, as specified in the given scope of work for each job. The City reserves the right to set the standard of quality for materials for a given job. All materials used shall be billed at the Contractor's actual net cost plus the percentage amount.

The Contractor shall be responsible for notifying the City's representative in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

4 – LICENSE AND SECURITY

The Contractor performing service for the City shall have all applicable licenses and certifications required by the State of Florida Fire Marshall's Office. **The contractor shall submit a copy of each license with their bid response. The contractor shall furnish proof that permits from the State Fire Marshall have been issued to each of their employees, who shall perform services for the City, with all federal, state and local codes.**

The Contractor shall provide and supervise qualified, productive and properly trained personnel. The Contractor shall be responsible for the proper appearance and conduct of its employees while on City premises. The Contractor agrees that any employee who violates this consideration shall immediately be dismissed from the job site. Staff found in areas (s) away from the designated work area (s) shall be escorted from the job site, and may not be allowed to return on this contracted project. The Contractor staff may be required to pass a criminal background check.

It is the contractor's responsibility to ensure all employees are legally allowed to work in the United States in accordance with Immigration Policies. All City buildings are smoke free. Smoking is prohibited.

SECTION – B

STATEMENT OF WORK

The Contractor shall ensure every employee on the Contractor's work force is provided a photo identification badge. This badge must be worn at all times outside of their uniform when on City property. All employees shall adhere to City's security standards.

The successful Contractor is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any City property. Violations may subject the Contractor and/or the Contractor's employees to prosecution, fines, imprisonment and/or termination of this or any other contract the contractor presently holds with the City.

5 – SERVICE LOCATIONS

Locations to be serviced are stated below. Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any City building facility may be added at the option of the City. When required, the Contractor shall be invited to submit a price quote for additional locations. If these quotes are determined to be fair and reasonable, then the additional work will be added to the contract.

Clermont City Hall 685 W. Montrose Street	Clermont Police Dept. 3600 S. Hwy. 27	Clermont Fire Dept. Admin. 439 E. Hwy. 50
Fire Station 1 439 E. Hwy. 50	Fire Station 2 2200 Hartwood Marsh Rd.	Fire Station 3 2155 Legends Way
Fire Station 4 13341 Hartle Rd.	Historic Village Library 490 West Ave.	Highlander Pavilion 330 Third Street
Lake Hiawatha 1A 450 Lake Minneola Shores Dr.	Lake Hiawatha 1B 451 Lake Minneola Shores Dr.	Environmental Services Dept. 3335 Hancock Rd.
Clermont City Center 620 W. Montrose St.	Arts & Recreation Center 3700 S. Hwy. 27	

END OF SECTION – B



REQUEST FOR BID

On-Call Job Order Repair and Maintenance Services

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB
Procurement Services Director
EMAIL: fsuarez@clermontfl.org
Phone: (352) 241-7350

RFB No. **22-020**

ISSUED DATE: *April 12, 2022*

RESPONSE DUE DATE: May 19, 2022 at 2:00 P.M. (EST)

PRE-BID CONFERENCE: Not Applicable

DEADLINE FOR WRITTEN QUESTIONS: May 11, 2022
at 3:00 P.M. and must be submitted through Periscope S2G.

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

Responses may be submitted electronically through www.periscopeholdings.com/s2g or may be delivered to:
City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **Ninety (90)** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work	X	SECTION C Price Schedule
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Supplemental Questionnaire	X	SECTION I Work References
	SECTION J Intentionally Omitted		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to receive responses from qualified respondents to establish a citywide repair and maintenance agreement for various classifications in accordance with the terms, conditions, and specifications contained herein.

The City of Clermont uses Periscope S2G, a central notification system which provides bid notification services to interested vendors. Periscope S2G allows for vendors to register online and receive notification of new solicitations, addendum and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://prod.bidsync.com/the-city-of-clermont>. If no internet access is available, please contact Periscope S2G vendor support group at 800-990-9339.

2 – PRE-BID CONFERENCE

Not applicable to this solicitation.

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Procurement Services Department will accept written questions up until 3:00 P.M. on Wednesday, May 11, 2022. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Procurement Services Director.

The City of Clermont requires **all** questions relating to this solicitation be entered through the “**Create New Question**” option available on the Periscope S2G website. Responses to questions will be provided online at <https://prod.bidsync.com/the-city-of-clermont>.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

4 – DELIVERY OF RESPONSE

Responses to this solicitation may be submitted electronically through Periscope S2G (preferred method) or mailed to the address provided below.

SECTION – A
RESPONSE PROCEDURES

City of Clermont Procurement Services Department P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Procurement Services Department 685 W. Montrose Street Clermont, FL 34711-2119
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Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least ninety (90) calendar days, and will remain the property of the City. Responses to this solicitation will not be accepted by fax or email.

All responses will be conducted publicly either through online video communication, in person at City Hall, 685 W. Montrose Street, 2nd floor conference room number 232, or as otherwise amended.

(a) Electronic Responses

Electronic responses will be received through a secure digital mailbox at Periscope S2G and will remain unopened until the response due date has passed, as indicated in this solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Clermont is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and upload documents into Periscope S2G.

(b) Uploading Electronic Documents

Once the “Place Offer” button has been selected in Periscope S2G, a screen will appear allowing the vendor to enter their response information. There will be an “Upload Attachment” link next to the “Attachments” which is located below the Unit Price box. To upload the attachment, select the “Upload Attachment” link. In the new window that will appear, select the “Browse” button, locate the desired document on hard drive, highlight the document, and select “Open”. In the pop-up Upload Attachment window, the document heading will be shown. Select the “Submit” button to save the uploaded document. The screen will then refresh and the document heading will be shown next to the “Attachments” heading on the Submit Offer page. Once all information is uploaded, click the “Review Response” button at the bottom of the page. A confirmation page will appear where the vendor can review the attachment that have been added to the offer. At the bottom of the confirmation page, vendors can type in their password and click “Confirm & Submit Response”. The offer is then sealed and cannot be viewed by anyone until after the response due date and time.

SECTION – A RESPONSE PROCEDURES

(c) Hardcopy Responses:

Respondents submitting a hardcopy must provide one (1) original response. Responses must be completed in pen (preferably in blue ink) or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

Hardcopy responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

“SOLICITATION NUMBER, SOLICITATION TITLE AND COMPANY NAME”

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

5 – RESPONSE DUE DATE

The deadline to submit a response is Thursday, May 19, 2022 at 2:00 P.M. (EST). This bid will be publicly opened and read through a live Zoom meeting or as otherwise changed by addendum. The Zoom meeting information is provided below:

<https://us06web.zoom.us/j/89746528740?pwd=RTVibXVWVFR3eFpSTHlMTlM5Vytydz09>

Meeting ID: 897 4652 8740

Password: 773506

6 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

SECTION – A RESPONSE PROCEDURES

7 – TIMETABLE

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's web based partner Periscope S2G at <https://prod.bidsync.com/the-city-of-clermont>. (Please note that there is no charge or fee involved for respondents to register and utilize Periscope S2G).

Task	Date
Solicitation Issued Date	April 12, 2022
Newspaper Advertisement	April 13, 2022
Pre-Bid Conference	Not Applicable
Questions Deadline	May 11, 2022 at 3:00 P.M.
Release of Addenda	T.B.D.
Response Due Date (Deadline)	May 19, 2022 at 2:00 P.M. (EST)

8 – RESTRICTION OF COMMUNICATION

Respondents to this solicitation or persons acting on their behalf may not contact, between the issued date of this solicitation and within three (3) business days following the agency posting the notice of intended award, excluding State and Federal holidays, any employee or council members concerning any aspect of this solicitation, except in writing to the Procurement Services Director. Violation of this provision may be grounds for rejecting a response. In addition, respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration. The appeals procedures are located in Section E.19 of this solicitation.

9 – RESERVATION OF RIGHTS TO THE CITY

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with a respondent for this project.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

SECTION – A RESPONSE PROCEDURES

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

10 – RESPONSE EXPENSES

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

11 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

XX	1. General Liability with limits of liability \$500,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).
XX	2. Automobile Liability - \$500,000 each occurrence – owned/non-owned/hired automobiles included.
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.
XX	5. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it must be stated on the certificate.

SECTION – A

RESPONSE PROCEDURES

	6. Other insurance as indicated:	
	___ Builders Risk Completed Value	\$_____ .00
	___ Longshoreman Insurance (USL&H)	\$_____ .00
	___ Garage Keeper Liability	\$_____ .00
	___ Garage Liability	\$_____ .00
	___ Liquor Liability	\$_____ .00
	___ Fire Legal Liability	\$_____ .00
	___ Pollution Liability	\$_____ .00
	___ Protection and Indemnity	\$_____ .00
	___ Employee Dishonesty Bond	\$_____ .00
	___ Professional Liability / Errors & Omissions	\$_____ .00
	___ Other	\$_____ .00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	9. The certificate must state the solicitation number and title.	

12 – CONTRACT PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Procurement Services Department; and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twenty-four (24) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Estimated quantities, if stated, are for respondent guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low response meeting the specifications.

13 – OPTION TO RENEW

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for four (4) additional twelve (12) month period(s). Prior to completion of each exercised contract term, the City may consider an adjustment to price

SECTION – A

RESPONSE PROCEDURES

based on changes on the U.S. Bureau of Statistics, Consumer Price Index (CPI) for the most recent twelve (12) month period (see http://www.bls.gov/cpi/cpi_dr.htm Current Edition). It is the contractor's responsibility to request in writing any price adjustment under this provision. The contractor's written request for adjustment should be submitted sixty (60) days prior to the anniversary date of the contract. The contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant price index change. If no adjustment request is received from the contractor, the City will assume that the contractor has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The City reserves the right to reject any written price adjustments submitted by the contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

14 – SITE VISIT

Not applicable to this solicitation

15 – PERMITS AND REGULATIONS

The respondent shall obtain and pay for all licenses, permits and inspection fees required for this project. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Successful respondents have the option to apply for permits online. For a complete list of permit types, please visit www.clermontfl.gov and click on Online Permitting on the top, right-hand corner.

16 – APPROVED PRODUCT LIST

Not applicable to this solicitation.

17 – TIE RESPONSES

Should there be a tie between one or more respondents, the tie may be broken and the successful respondent selected by the following criteria presented in order of importance, as determined by the Procurement Services Director, shall be awarded the contract or purchase:

- (1) Quality of the items or services provided if such quality is ascertainable.

SECTION – A RESPONSE PROCEDURES

- (2) Delivery time if provided in the response by the respondents.
- (3) Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- (4) The vendor closest to the City of Clermont City Hall located at 685 Montrose Street, as determined by the Procurement Services Director.
- (5) If items 1-4 are not applicable, the tie breaker will be decided by flipping a coin.

18 – BID BOND

Not applicable to this solicitation

19 – PERFORMANCE AND PAYMENT BONDS

Not applicable to this solicitation.

20 – WARRANTY

Respondent shall perform all work in strict accordance with the statement of work in a safe, careful manner and agrees to adhere to the secure facility rules. The respondent warrants that all work shall be free from defects and shall conform as to kind, quality, function, and characteristics of material and workmanship. Warranty period shall be no less than one (1) year from the date of final acceptance of the work by the City. Successful respondent agrees to promptly correct all defects in the work, which develop within a period of one (1) year from the date of final acceptance of the work. Manufacturer's warranty is in addition to this warranty and shall not be construed to replace or circumvent the warranty expressed in this clause. The term "defects" includes defects, deficiencies, faults, or imperfections in the work as determined by the City. Manufacture warranty shall be included along with parts and labor warranty period.

21 – GUARANTEE AGAINST DEFECTS

In addition to all others guarantees, the successful respondent shall be responsible for faulty labor and defective material and equipment within a period of ninety (90) calendar days after acceptance of work by the City. The successful respondent shall promptly correct these deficiencies without cost to the City within thirty (30) calendar days of the City's Project Manager notifying the vendor. Payment in full for the work does not constitute a waiver of guarantee.

22 – PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, sidewalks, trees, shrubbery, and property in which the City has an interest shall be protected against damage or interrupted services

SECTION – A

RESPONSE PROCEDURES

at all times by the successful respondent during the term of the work. The successful respondent shall be held responsible for repairing or replacing property to the satisfaction of the City which is damaged by the respondent's operation on the property. In the event the successful respondent fails to comply with these requirements, the City reserves the right to secure the required services and charge the costs of such services back to the successful respondent.

23 – CLEAN UP

The successful respondent shall at all times keep the work area, including storage areas, free from accumulation of waste materials. Before completing the work, the contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the City. Upon completing the work, the respondent shall leave the work area in a clean, neat and orderly condition satisfactory to the City.

24 – CONDITIONS AFFECTING THE WORK AREA

The respondent acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- (a) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (b) the availability of labor, water, electric power, and roads;
- (c) uncertainties of weather or similar physical conditions at the site;
- (d) the conformation and conditions of the ground; and
- (e) the character of equipment and facilities needed preliminary to and during work performance. Any failure of the respondent to take the actions described and acknowledged in this paragraph will not relieve the successful respondent from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the City.

25 – ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from successful respondent that the work is ready for final inspection and acceptance, the Project Manager and/or Project Architect/Engineer shall, within ten (10) calendar days, make an inspection. If the Project Manager and/or Project Architect/Engineer find the work acceptable, the requisite documents have been submitted and the requirements of the contract documents fully satisfied and all

SECTION – A
RESPONSE PROCEDURES

conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by the successful respondent stating that the requirements of the contract documents have been performed and the work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, successful respondent shall deliver to the Project Manager and/or Project Architect/Engineer a complete release of all liens arising out of this solicitation, an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the work has been paid. The successful respondent shall submit an invoice, the final corrected as-built drawings and final bill of materials (if required).

Final payment shall be made only after the Project Manager and/or Project Architect/Engineer or designee, have reviewed a written evaluation of the performance of the successful respondent and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by the successful respondent at the time of the application for final payment.

END OF SECTION – A

SECTION – B STATEMENT OF WORK

The City of Clermont would like to establish a pool of pre-qualified companies to create a citywide repair and maintenance agreement for various job classifications and for various departments, on an as-need-basis. Entry in the pre-qualifications pool is acknowledgement that respondent satisfies the pre-qualification criteria stated in this solicitation. The services for each proposed work/project must not exceed \$24,999.

It will be the sole prerogative of the City as to the number of vendors who will be initially included under the contract. The City reserves the right to add or delete vendors during the term of the contract as it deems necessary in its best interest. The City reserves the right to add vendors on a competitive basis per category. If the City elects to add vendors, they must meet the same minimum qualifications established for the original solicitation.

Awarded respondents must be fully competent in one or more sections specified below. In addition, each respondent must submit documents that provide evidence of capability to provide the services listed below. Awarded respondents must provide a fixed price for proposed work/project and time of completion to the City's Project Manager for approval. Successful respondents must provide sufficient number of qualified people or as required by the City's Project Manager to perform the work. Awarded respondents must show proof of receipt for materials purchased pertaining to each project when applicable. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification:

1. Electrical
2. Plumbing
3. Flooring
4. Painting
5. Roof Repair
6. HVAC Repair
7. Drywall Installation / Repair
8. Concrete Minor Repair / Installation
9. Window Repair / Replacement
10. Door Repair / Replacement
11. Sod Installation / Replacement
12. Asphalt / Road Repair

It is the intent of the City to secure the services identified above from respondents that are licensed and insured, as well as to provide these services in accordance with industry standards, Federal, State, and Local Government regulations and guidelines on an as required basis. For information regarding licenses and permits please visit www.clermontfl.gov and click on Online Permitting on the top right-hand corner on the

SECTION – B STATEMENT OF WORK

screen. Unless specified otherwise, the awarded respondents must coordinate and obtain permits and inspection for all jobs when necessary.

1 – DESCRIPTION OF CLASSIFICATIONS

Awarded respondents must be fully competent in one or more job classifications specified below. Successful respondents must provide sufficient number of qualified employees to perform the work.

- 1 Electrical:** This section provides for labor, material, tools, and equipment to install and repair electrical systems including free standing overhead lighting, underground service, load calculations, and associated accessories and parts.
 - All work must be performed in accordance with all electrical codes and industry practices and procedures.
 - All materials must be delivered to the project site free of damages and defects.
 - Project site must be left clean and free of construction debris at the end of the each work day.

- 2 Plumbing:** This section provides for labor, material, tools, and equipment required to install and repair plumbing.
 - All work must be performed in accordance with standard practices and procedures of the industry or trade.
 - All floor drains must include trap primers as specified.
 - All materials must be delivered to the project site free of damages and defects.
 - Project site must be left clean and free of construction debris at the end of the each work day.

- 3 Flooring (Carpeting, Ceramic Tile, Acoustic Ceiling Tile):** This section provides for labor, material, tools, and equipment required to remove and install floor covering (e.g.: carpet, tile, etc.).
 - Carpeting:** Work includes removal, disposal, floor preparation and installation of carpet and accessories as specified by the City.
 - Ceramic Tile:** Work includes ceramic and porcelain tile, glazed or unglazed, and sizes as indicated. Includes primers, adhesives, grout, sealants and leveling compounds.
 - Ceiling Tile:** Provides for the installation of 24" x 24" suspended ceiling system with all their components, accessories and parts to provide a clean and

SECTION – B STATEMENT OF WORK

complete installation in accordance with standard practices and procedures of the industry.

- Work in all categories work must be performed in accordance with the respective industry standards and practices.
- All materials must be delivered to the project site free of damages and defects.
- Finished product must be clean and free of construction scraps and markings.
- Ceiling tile units to be 24" x 24" plenum rated. Tiles of a pattern to be selected by the City.
- Project site must be left clean and free of construction debris at the end of the each work day.

4 Painting: This section surface preparation, painting, and finishing of exposed interior and exterior items and surfaces in addition to shop painting and finishes. Manufacturer's prefinished surfaces are excluded from this section.

- All materials must be delivered to the project site free of damage and defects and in original containers.
- Painting will include wood surfaces, cement surfaces, ferrous metals, aluminum, masonry, and galvanized surfaces.
- All painting to be done in accordance with the manufacturer's recommended procedures and the standard practices and procedures of the industry.
- Project site must be left clean and free of construction debris at the end of each work day.
- The contractor is responsible for assuring the correct color of paint is utilized.

5 Roof Repair: This section provides labor, material, equipment and tools to provide roof repair, thermal insulation, and surface sealants. Project site must be left clean and free of construction debris at the end of each work day.

Roofing: Roof materials shall be installed in accordance with standard industry practices and procedures to provide a leak free installation. Shingle roofing systems shall be installed in accordance with the manufacturer's recommendations.

Metal Roofing: Design, provide and install metal roof panels and all associated parts, pieces, accessories, anchors, subgirts, sheathing, minimum insulation R-19, trim, and flashing related to metal roof installation. Roofing may be standing seam corrugated or other configuration as indicated in the quote request.

SECTION – B

STATEMENT OF WORK

Built-Up Tar and Gravel: Built-up tar gravel shall consist of a conventional 4-ply built-up tar and gravel assembly applied in accordance with manufacturer's recommendation and industry standards and practices.

Insulation: Insulation shall be provided to satisfy the requirements of Florida building code Chapter 13 unless directed otherwise.

Caulking: All caulking shall be applied in accordance with the manufacturer's recommendations and industry standards and procedures to provide a continuous waterproof seal. All exterior caulking materials must be single component silicone rubber sealant and must be compatible with the substance involved to insure firm and continuous bonding between the surfaces for the entire length of the joint. All other caulking material may be one part polyurethane based, air-curing, sealant compound applied in accordance with the manufacturer's recommendations.

Sealants: All building exterior wall sealants shall be clear silicone based products applied in accordance with the manufacturer's recommendations.

6 HVAC Repair: This section provides labor, material, equipment and tools to install and repair heating, air conditioning and ventilation.

- All work must be done in accordance with the current standard practices and procedures of the industry or trade.
- All controls must be seven day programmable thermostats with auto change over, programmable fan, with occupant lockout and temperature calibration.
- Project site must be left clean and free of construction debris at the end of each work day.

7 Drywall Repair / Installation: This section provides labor, material, equipment and tools required to finish, install and repair drywall.

- Drywall construction includes utilizing steel framing of furring members with gypsum board attached with screws for both walls and ceilings in accordance with the standard practices and procedures of the industry.
- Provide fire-resistance rated assemblies as required, in accordance with the prevailing building codes.
- Provide regular, type X, water resistant or tapered in thickness as indicated.
- Project site must be left clean and free of construction debris at the end of each work day.
- When applicable, wall texture is to match existing area.

SECTION – B STATEMENT OF WORK

- 8 Concrete Minor Repair / Installation:** This section provides labor, material, equipment and tools for the forming and placement of concrete.
- All work must meet or exceed all applicable codes.
 - Concrete/forming to include sidewalks, curbing, driveways and similar type of work.
 - Project site must be left clean and free of construction debris at the end of each working day.
 - All work must be performed in accordance with the current standard practices and procedures of the industry or trade.
 - Responsible for temporary traffic control at job site.
- 9 Window Repair / Replacement:** This section provides labor, material, equipment and tools to install, repair and replace exterior windows with associated hardware, glass and glazing.
- Provide windows in accordance with all code requirements including hurricane design. Safety glass must be provided when required by County Code.
 - Provide glass and glazing manufactured, fabricated, and install to withstand thermal movement, wind loading and impact loading to meet correct code without failure including loss or breakage of glass, failure of the sealants, or gaskets to remain watertight and airtight.
 - Provide certification for insulating glass.
 - All installations must be in accordance with standard practices and procedures for glazing and safety glazing.
 - Project site must be left clean and free of construction debris at the end of each work day.
- 10 Door Repair / Replacement:** This section provides labor, material, equipment and tools to install wood, metal or composition, interior and exterior doors with the associated hardware.
- Steel Doors – Provide steel doors and frames complying with steel door standard manufacturing procedures and practices including priming, painting, and mortised for door hardware as directed.
 - Wood Doors – Provide flush solid core wood doors with veneer faces mortised for door hardware as directed. Locksets shall be provided by owner.
 - Project site must be left clean and free of construction debris at the end of each work day.

SECTION – B STATEMENT OF WORK

11 Sod Installation / Replacement: This section provides labor, material, equipment and tools to install and replace sod at various locations throughout the City. All sod required for the completion of the work/project will be provided by the City.

- All work must be performed in accordance with current standard practices and procedures of the industry or trade.
- Project site must be left clean and free of debris at the end of each work day.

12 Asphalt / Road Repairs: This section provides labor, material, equipment and tools for the construction and replacement of asphalt road and stripping/pavement markings.

- All work must meet or exceed all applicable codes.
- Project site must be left clean and free of debris at the end of each work day.
- All work must be performed in accordance with current standard practices and procedures of the industry or trade.
- All road striping/pavement markings, if applicable, must be completed in a timely manner.
- All MOT/TTC will be the responsibility of the respondent.
- Permits required for the assigned work must be acquire prior to commencement of work. Proof of such permits must be provided.

2 – PROCEDURES FOR JOB SELECTION

The City's Project Manager will select one company from the pre-qualified pool based on the needed job classification and provide the job requirements for a fixed cost estimate. The price provided under the job classification must include an estimated time of completion and materials (when applicable) to perform the work.

The selected respondent must leave the worksite in neat and orderly fashion at the end of each work day. All wire, rubbish, scrap, etc., must be transported from the premises and must not be deposited in dumpsters owned by the City. **The selected respondent must not proceed with any project until a purchase order has been issued.**

Selected respondents are cautioned to not obstruct means of emergency exit or entrances or disable life safety systems during the work/project.

SECTION – B
STATEMENT OF WORK

3 – CONTRACTOR SUPPLIED MATERIALS

Materials purchased by the respondent and incorporated in the work/project will be reimbursed at invoice cost including any freight cost and excluding sales tax. A markup material will be paid on the invoice cost of the materials. The markup will be based on the material markup percentage specified in Section C of this solicitation. A copy of the invoice for products purchased by the respondent must accompany all invoices submitted to the Project Manager for proper payment. **Failure to provide proof of purchase will result in no payment by the City.**

Materials from the respondent stock and incorporated into the work/project will be reimbursed at cost. The respondent may use either of the following methods for determining cost: a pre-approved price list or vendor's supplier's latest invoice. If the respondent supplier's latest invoice is used, the invoice must be dated prior to use of the material. If such an invoice is not applicable, either a written quotation from the supplier or the supplier's price list must be used to establish and substantiate the price.

All materials purchased by the City will remain the property of the City.

END OF SECTION – B

SECTION – C
PRICE SCHEDULE

NOTE: The respondent must, by completing the appropriate blocks below, identify which trades specialty classification for which pre-qualification is sought. All respondents are to show proof of receipt for materials purchased pertaining to each project. All materials reimbursed by the City will become the property of the City. Materials may be purchased by the City at its own discretion.

Job Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Material Markup %
1. Electrician			
Helper Assistant (if needed)			
2. Plumber			
Helper Assistant (if needed)			
3. Flooring			
Helper Assistant (if needed)			
4. Painter			
Helper Assistant (if needed)			
5. Roof Repair			
Helper Assistant (if needed)			
6. HVAC Repair			
Helper Assistant (if needed)			
7. Drywall Installation / Repair			
Helper Assistant (if needed)			

SECTION – C
PRICE SCHEDULE

8. Concrete Minor Repair / Installation			
Helper Assistant (if needed)			
9. Window Repair / Replacement			
Helper Assistant (if needed)			
10. Door Repair / Replacement			
Helper Assistant (if needed)			
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0 – 5,000 SF		
Bahia Grass	5,001 – 10,000 SF		
St. Augustine Grass	0 – 5,000 SF		
St. Augustine Grass	5,001 – 10,000 SF		
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 – 250 SY	\$ _____	

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print): _____	
Street Address: _____	
Mailing Address (if different): _____	
Telephone: _____	Fax: _____
Email: _____	Payment Terms: _____ % _____ days, net _____
FEIN: _____ - _____	Professional. License No.: _____
Signature: _____	Date: _____
Print Name: _____	Title: _____
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No	

END OF SECTION – C

SECTION – D EVALUATION PROCESS

1 – AWARD

Award will be made to no more than three (3) qualified respondents who submit the lowest price per job classification and is judged to provide the best value to the City. The City reserves the right to add or delete vendors during the term of the contract as it deems necessary in its best interest. The City reserves the right to add vendors on a competitive basis per category. All vendors must meet the same criteria established for the original solicitation. In determining the lowest qualified respondent, the following minimum qualifications will be considered:

MINIMUM QUALIFICATIONS

1. A minimum of three (3) years' experience is required in the classification you are proposing. The respondent must provide a list of work successfully performed similar to the requirements set forth in Section B, Statement of Work. Respondent must include the scope of work, duration, and state if the project was completed on time and within budget.
2. The respondent must hold a valid business license issued by the State, County or Examining Board for their particular specialty. Provide evidence of all licenses and certification that the respondent holds. Failure to provide proof of license and certifications may result the bid being non-responsive. All respondents must provide proof of insurance as specified in Section A.12 of this solicitation.
3. Submit fair and reasonable hourly labor rate and material markup percent provided in Section C, Price Schedule. The City holds the sole right to determine fair and reasonable labor rates and material markup based on current market condition and knowledge of the local labor rates.
4. Provide a three (3) year claims/litigation history and status.
5. List the phone number of the respondent's project manager and key personnel. Provide a list of subcontractors (if any) that may be used to perform the work.
6. The ability, capacity and skill of the respondent to perform the work within the time specified, without delay or interference, including but not limited to, any issue related to performance on prior contracts between the respondent and the City.

END OF SECTION – D

SECTION – E

TERMS AND CONDITIONS

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

Prior to the solicitation due date, a respondent may change its response by submitting a new response with a modification letter replacing the original response. The modification letter must be on the company's letter head and signed by an authorized agent of the company. Modifications received after the response due date and time will not be considered. A solicitation may be withdrawn at any time prior to the solicitation due date by issuing a written notice. The written notice must be addressed to and received by the Procurement Services Director, prior to the solicitation due date. A solicitation may also be withdrawn after the solicitation due date but before recommendation of award, by submitting a withdrawal letter to the Procurement Services Director. The withdrawal letter must be on a company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation due date. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

3 – CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes threat to the public health, safety or welfare or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

4 – ADDENDA

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Procurement Services Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

5 – CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

1. Any agreement or contract resulting from the award of this solicitation (if applicable).
2. Addenda released for this solicitation, with the latest addendum taking precedence.
3. The solicitation.
4. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the response due date.

6 – MISTAKES

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

7 – TIE RESPONSES

The award on tie responses will be decided by the Procurement Services Director in accordance with the provisions of the Purchasing Procedures. Please be advised that in accordance with Chapter 287.087, Florida Statutes, regarding tie responses, preference will be given to respondents certifying that they have implemented a drug-free workplace program.

SECTION – E

TERMS AND CONDITIONS

8 – PAYMENT TERMS AND DISCOUNT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

9 – DELIVERY

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods' required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

10 – INSPECTION & ACCEPTANCE OF TITLE

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

11 – PACKAGING

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

12 – SAMPLES

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

13 – QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

14 – NON-CONFORMANCE

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

15 – TAXES

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

SECTION – E

TERMS AND CONDITIONS

16 – CONTINGENCY FEES

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

17 – OTHER GOVERNMENTAL ENTITIES

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

18 – PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

19 – APPEALS PROCEDURES

Any prospective respondent may only appeal any determination, decision or recommendation of the Procurement Services Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves said request.

20 – RULES, REGULATION, LICENSING REQUIREMENTS

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

21 – DEFAULT

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

22 – CONFLICT OF INTEREST

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

SECTION – E

TERMS AND CONDITIONS

23 – RESPONSIBILITY

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

24 – RELATION OF CITY

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

25 – PRIME CONTRACTOR

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

26 – COLLUSION

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

27 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

28 – ASSIGNMENT

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

SECTION – E

TERMS AND CONDITIONS

29 – INDEMNIFICATION

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorney fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

30 – TERMINATION FOR DEFAULT

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

31 – TERMINATION FOR CONVENIENCE

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

32 – TEMINATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

33 – FORCE MAJEURE

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

34 – PAYMENT & PERFORMANCE BONDS

If a Payment & Performance Bond is required in Section A, the contractor shall, within ten (10) calendar days from Notice of Award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, licensed to do business in the State of Florida and having a resident agent.

SECTION – E

TERMS AND CONDITIONS

35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials, perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A “Insurance Requirements”. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best’s insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain required insurance program shall constitute a material breach of agreement under which City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

36 – LAWS / ORDINANCES

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

37 – LITIGATION VENUE

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

38 – PATENTS AND ROYALTIES

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

39 – RECYCLE CONTENT

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

40 – OSHA

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

41 – E-VERIFY

All contractors and subcontractors must utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

SECTION – E

TERMS AND CONDITIONS

1. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as result of contract termination.

END OF SECTION E

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

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 proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: _____

Company Name: _____ Date: _____

END OF SECTION F

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. _____ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

(Respondent's Name)

STATE OF _____

COUNTY OF _____

END OF SECTION G

SECTION – H
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: _____

Official Representative: _____

Principal Office Address: _____

Select one: ____ Individual ____ Partnership ____ Corporation

If a Corporation, answer this:

When Incorporated: _____ In what State: _____

President's Name: _____ Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

If a Partnership, answer this:

Date of organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

NAME / ADDRESS

_____/_____
_____/_____
_____/_____

1. How many years has your organization been in business under the present business name? _____
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes () No () If no, please explain:

SECTION – H
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No () If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not ____ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION – H
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name _____
Date _____

IF PARTNERSHIP:

Print Name _____
Date _____

General Partner

Print Name _____
Date _____

IF CORPORATION:

Print Name of Corporation _____

Print Name of President _____ Company Address _____

Date _____

END OF SECTION H

SECTION – I
WORK REFERENCES

Respondents shall furnish the names, addresses, and telephone numbers of a minimum of four (4) companies or government organizations for which the respondent is currently furnishing or has furnished similar services.

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

Company Name: _____

Address, City, State, Zip: _____

Telephone
No.: _____ Fax No.: _____

Email: _____

Type of Service: _____

Dates of Service: _____

END OF SECTION

**SECTION – C
PRICE SCHEDULE**

8. Concrete Minor Repair / Installation	Sidewalk, Driveway or Pavement Repairs. Labor and Materials	\$1,375 ⁰⁰	5'x10' Sidewalk
Helper Assistant (if needed)	Forming, Compacting Hauling in or off F.I.D. Dirt		
	Regrading.		
9. Window Repair / Replacement			
Helper Assistant (if needed)			
10. Door Repair / Replacement			
Helper Assistant (if needed)			
11. Sod Installation / Replacement	Estimated Qty.	Square Foot Price	
Bahia Grass	0.05 to 100 SF 0 – 5,000 SF	\$585 ⁰⁰	
Bahia Grass	100.5 to 300 SF 5,001 – 10,000 SF	\$1,165 ⁰⁰	
St. Augustine Grass	0.05 to 100 SF 0 – 5,000 SF	\$585 ⁰⁰	
St. Augustine Grass	100.5 to 300 SF 5,001 – 10,000 SF	\$1,165 ⁰⁰	
12. Asphalt / Road Repairs	Estimated Qty.	Price Per SY	
	0 – 250 SY	\$ _____	

SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	<u>Nichols Nursery and Landscape LLC.</u>
Street Address:	<u>15746 S.R. 19 Groveland FL 34736 US.</u>
Mailing Address (if different):	
Telephone:	<u>352-557-1578</u>
Fax:	<u>N/A</u>
Email:	<u>wnichol@icloud.com</u>
Payment Terms:	<u>100</u> % <u>100</u> days, net <u>30</u>
FEIN:	<u>82 - 3966296</u>
Professional License No.:	
Signature:	<u></u>
Date:	<u>12/13/2022</u>
Print Name:	<u>Wendell Nichols</u>
Title:	<u>Manager</u>
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION – C



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Piggyback Purchase and Budget Amendment		
Requested Action		
Requesting approval to purchase one refuge side-loader and one clam truck in the total amount of \$577,206 from the Florida Sheriff's Association contract number FSA22-VEH20.0 and a budget amendment in the amount of \$93,000 in the Sanitation Fund from reserves.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. As a part of the fleet replacement program, the Sanitation Division budgeted funds in the FY2023 budget for a replacement side loader garbage truck and a replacement clam loader bulk waste truck. The budgeted funds for both of these replacements amounted to \$485,000 based on early estimates. Both trucks are now priced over what our initial budget estimate was. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Florida Sheriff's Association to acquire a 2023 side-loader refuge vehicle and one clam truck. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-018 to notify local vendors of the City's intent to utilize other governmental entities' contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that the Council approves the piggyback purchase of the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. Side-loader Refuge: \$381,741 (original budget estimate \$345,000) Clam Truck M2 106: \$195,465 (original budget estimate \$140,000) Total Price: \$577,206 A budget amendment in the amount of \$93,000 from Sanitation Fund reserves is requested to complete this purchase.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds budgeted to complete the purchase. A budget amendment to the Sanitation Fund account code 49534-66400 in the amount of \$93,000 is recommended. Funding for this budget amendment would come from the Sanitation Reserves. Department Account Code: 49534-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Container Systems and Equipment Company Inc.	Container Systems and Equipment Company Inc..pdf
2.	Petersen Industries Quote	Petersen Industries Quote.pdf
3.	RFI 23-018	RFI 23-018.pdf

Container Systems

& Equipment Company, Inc.



DATE: November 22, 2022

TO: Brian Camp - City of Clermont

RE: **Price quotation for 2023 Crane Carrier Low Entry Cab chassis and Loadmaster Eclipse sideloader body from the Florida Sheriff's Contract Bid #FSA22-VEH20.0, Item 145 (60,000 GVW Refuse Truck)**

Chassis:

Base Bid Specifications:

2023 CCC LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, LED headlights

Cab visor with marker lights, 19" floor height both sides, left side driving position with air ride seat

full doors with w/ electric windows, air conditioning, AM/FM USB/Bluetooth radio, dual cab fans, air horn

10# fire extinguisher, warning triangle kit, parts and service CD, white paint

Cummins ISX12 - 350R- 350hp -1350 ft.lbs. torque

w/ Delco Remy 430 amp alternator, Cummins ECO fit DPF/SCR streetside mounted exhaust

Allison 4500RDS transmission, w/ oil cooler inside radiator, 5 electric cooling fans

Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DSH44P - 44,000 lbs. tandem rear axle

Hendrickson HN402 44,000lb. suspension, Bendix B/W AD-9EP air dryer, 80 gallon aluminum fuel tank, 10 gallon DEF tank

tires: front - TOYO M153 315/80R x 22.5 - 20 ply 22.5" x 9.00" disc wheels

rear - TOYO M170 11R 22.5 - 16 ply - 22.5" x 8.25" disc wheels

Cost: \$ 196,849

Specification Adjustments for the City of Clermont

Change ISX engine to L-9 350 HP (deduct)

- 7,212

Change rear tires to TOYO M153 315/80R x 22.5 20 ply

+ 1,796

Add differential lock for tandem axles

+ 546

Add aluminum wheels ILO steel wheels

+ 1,565

Change to right side steering (\$1,069) with electric Lucerix remote control mirrors (\$1,400)

+ 2,469

Chassis Cost: **\$ 196,013**

Body:

Loadmaster 31 cu.yd. Eclipse automated sideloader with 12' reach arm, tip to dump, including:

front pump system (tandem gear pump), 83 gallon hydraulic tank, two top mounted in-tank hydraulic return filters,

Twin crossed packer cylinders, front center mounted hoist cylinder, hopper crusher panel/cover,

1/4" AR 400 hopper floor with 1/4" AR 400 floor liner, 1/4" AR 400 hopper sides, 8 GA grade 80 body sides,

3/16" AR 400 body floor, AR 400 packer face, AR 400 packer wear shoes (removable) and AR 400 packer guide wear strips,

Brigade dual camera system, hopper clean out tool, white paint

\$ 173,634

Specification adjustments:

Add LH Travis auto-lube system

+ 6,650

Add 8 gauge grade 80 body liner

+ 524

Add under-seat arm control

+ 1,853

Add LED strobes lights on front of body (2) and tailgate (2)

+ 367

Exchange hydraulic oil for Chevron Clarity hydraulic oil

+ 2,700

Body cost **\$ 185,728**

Chassis \$196,013 + Body \$185,728 \$ 381,741

TOTAL: **\$ 381,741**

Delivery: 230 to 270 days

FOB: Clermont, FL.

Terms: Net 45 days

Note: **A Purchase Order issued based on this quote may be subject to a change order due to the volatility of the current price situation with manufacturers at the time of the vehicle completion. Body manufacturers have only be able to guarantee their pricing for 30 days. Chassis pricing is locked in because it gets ordered immediately.**

Respectfully,

Robert Barton

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 145, Crane Carrier/Battle Motors, LET2, LET2-44

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$196,849.00	0.00%	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$196,849.00	0.00%	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$196,849.00	0.00%	Build	Options
Southern						

Container Systems & Equip. Co., Inc		PRICE (all zones)
- Crane Carrier/Battle Motors LET II OPTION DESCRIPTIONS		
FSA22-VEH20.0 Heavy Trucks & Buses - Item # 145		
ENGINE OPTIONS - Diesel		
Front Engine PTO Provision - FEPTO		std.
L9-270 (270 hp) ILO X12-350R	\$	(9,391.00)
L9-300 (300 hp) ILO X12-350R	\$	(8,946.00)
L9-330 (330 hp) ILO X12-350R	\$	(8,079.00)
L9-350 (350 hp) ILO X12-350R	\$	(7,212.00)
L9-380 (380 hp) ILO X12-350R	\$	(730.00)
X12-380R (380 hp) engine ILO ILO X12-350R	\$	1,490.00
Remote Engine Oil Fill	\$	200.00
ENGINE OPTIONS - CNG		
L9N-320 (320 hp) CNG engine ILO ILO X12-350R; engine ONLY, no Fuel Control Module, no tanks, no fuel fill points	\$	8,681.00
L9N-320 (320 hp) CNG engine ILO ILO X12-350R; without fuel storage (tank) system, but including Fuel Control Module (FCM), 2nd fuel fill port in front bumper, & engine shut-off fuel caps	\$	16,958.00
X12N-350R (350 hp) CNG engine ILO ILO X12-350R; engine ONLY, no Fuel Control Module, no tanks, no fuel fill points	\$	22,112.00
X12N-350R (350 hp) CNG engine ILO ILO X12-350R; without fuel storage (tank) system, but including Fuel Control Module (FCM), 2nd fuel fill port in front bumper, & engine shut-off fuel caps	\$	29,389.00
CNG FUEL STORAGE SYSTEMS		
70 DGE Saddle Mount (frame rail mount) CNG fuel tank system in cabinet, including Fuel Control Module, 2nd fuel fill point at front bumper, and engine shut-off fuel caps	\$	36,178.00
75 DGE BTC (Behind The Cab) cross frame CNG fuel tank system in cabinet, including Fuel Control Module, 2nd fuel fill point at front bumper, and engine shut-off fuel caps	\$	35,285.00
75 DGE Tailgate mounted tank system, including Fuel Control Module, 2nd fuel fill point at front bumper, and engine shut-off fuel caps (Loadmaster)	\$	41,458.00
75 DGE CNG Fuel System (Momentum), 60 DGE frame rail tank, 15 DGE tailgate mtd. tank, includes Fuel Control Module, (with NGV1 & CL5000 fill ports), front bumper fill port with ignition interlock, fuel door start interlock, GreenLync 2.0 driver message center display (New Way)	\$	63,336.00
60 DGE Saddle Mount tank w/Fuel Control Module by Momentum.	\$	35,000.00
TRANSMISSION OPTIONS		
3500RDS transmission ILO 4500RDS	\$	(5,748.00)
3000RDS transmission ILO 4500RDS	\$	(5,713.00)
4000RDS transmission ILO 4500RDS	\$	(450.00)
4500RDS-R (with retarder) transmission ILO 4500RDS	\$	9,618.00
4000RDS-R (with retarder) transmission ILO 4500RDS	\$	9,076.00
3000RDS-R or 3500RDS-R (with retarder) ILO 4500RDS	\$	(300.00)
Telma driveline retarder, axial mount, includes 4 batteries	\$	18,000.00

FRAME, AXLE, & SUSPENSION OPTIONS	
66,000 GVWR UPGRADE - Dana D46-170P 46,000 lb. rated tandem axle ILO DS H44-P 44,000 lb. rated tandem axle (includes 46,000 lb. Hendrickson HMX-460 (w/shocks) suspension)	\$ 1,173.00
Dana D52-590P 52,000 lb. rated tandem axle ILO DS H44-P 44,000 lb. rated tandem axle (includes Ridewell RD-202S-52 (w/shocks) 52,000 lb suspension)	\$ 5,518.00
Ridewell RDS-209 60/40 tandem air drive/steer suspension with Traction Assist Device, 46,000 lb. capacity (includes 6 channel ABS, Dana S26-190 drive axle with 315/80R22.5 tires, 425/65R tires on rear axle, and ATC (automatic traction control)	
NOTE: 66,000 GVWR UPGRADE	\$ 6,680.00
Ridewell RD-202S - 52,000 rear suspension upgrade	\$ 4,131.00
DOUBLE FRAME - FULL STEEL INSERT - inner reinforcement channel is 10.12" x 3" x.25" thick. SM = 28.08 in. cubed; RBM = 3,369,000 in. lbs.	\$ 2,353.00
Rigid lift axle: 22,000 lb. rating, with 11R/22.5 tires, pusher or tag	call for price
Driver Controlled Differential Lock (DCDL) - for 40-46,000 lb. tandem axles	\$ 546.00
DROP FRAME - OEM factory built heavy duty dropframe (required for certain sideloader refuse/recycle bodies)	\$ 15,773.00
CAB OPTIONS - 2 man, 3 man Narrow, & Crew Cab	
Low Profile (LCF) 2-man cab with Low-entry 18" step-in on BOTH SIDES	Std.
Low Profile (LCF) Crew cab (4 man seating) with Low-entry 18" step-in on BOTH SIDES (for 4 man seating & dual steering, ADD \$300.00 (note: also requires dual steering option below))	\$ 4,115.00
Model Downgrade to LNT, 3 man 82" wide crew cab, L9 engine only	\$ (8,040.00)
CAB OPTIONS - Steering	
LCF with Dual sit down steering	\$ 4,709.00
LCF with sit down RH only steering	\$ 1,069.00
LCF with sit down LH & stand up RH steering	\$ 4,828.00
CAB OPTIONS - Doors & Mirrors	
Solid doors w/electric roll up windows & fixed lower view windows, both sides	Std.
Bi-Fold "stay open" Door w/2 fixed windows, 1 sliding window, and aux. "combo" mirrors - EACH	\$ 471.00
Flip-Up/Fold-Back "stay open" door w/2 fixed windows, 1 sliding window - EACH	\$ 690.00
16" x 7" Stainless steel "west Coast" mirrors and 8" convex mirrors - 1 per side (for all heated, ADD \$ 144.00)	Std.
19" x 8" split single flat lense over convex, in black plastic housing	\$ 132.00
19" x 8" split single flat lense over convex, in black plastic housing, remote control & htd., includes turn signal - BOTH SIDES	\$ 1,400.00
Additional Convex 8" spot mirrors, 2 ea., 1 per side (for heated, ADD \$ 100.00)	\$ 128.00
REFUSE & RECYCLE BODY OPTIONS	
LOADMASTER BODIES	
Loadmaster Eclipse 31 cu. yd. Automated Side Loader; (28 cu yd body, DEDUCT \$ 700.00; 34 cu yd body, ADD \$ 3,500.00)	\$ 173,634.00
Loadmaster Excel S 25 cu yd high compaction Rearloader; (27 cu yd body, ADD \$ 1,200.00; 31 cu yd body, ADD \$ 1,800.00; 33 cu yd body, ADD \$ 2,200.00)	\$ 92,581.00
Loadmaster Enviromaster DT - 25 cu yd 60/40 Split-Body Rearloader; (27 cu yd body, ADD \$ 1,000.00; 16 cu yd body, DEDUCT \$ 4,000.00; 18 cu yd body, DEDUCT \$ 2,000.00; 20 cu yd body, DEDUCT \$ 500.00))	\$ 172,411.00
Loadmaster Legacy3 20 cu yd medium compaction Rearloader (short); (11 cu yd body, (call for); 13 cu yd body, (call for); 16 cu yd body, DEDUCT \$ 250.00; 18 cu yd body, DEDUCT \$ 1,250.00; 25 cu yd body, ADD \$ 500.00)	\$ 80,088.00

Loadmaster Elite 11 - 11 cu yd high compaction Rearloader; (8 cu yd body, DEDUCT \$ 2,000.00; 6 cu yd body, DEDUCT \$ 2,500.00; Hooklift type subframe, call for price)	\$	67,518.00
CURBTENDER BODIES		
Curbtender PowerPak 27 cu. yd. Automated Side Loader; (20 cu yd body, DEDUCT \$ 3,000.00; 31 cu yd body, ADD \$ 2,000.00)	\$	160,178.00
Curbtender Titan 40 cu. yd. Front Loader; (44 cu yd body, ADD \$ 3,300.00) Requires double frame and 66,000 lb. GVWR. Includes service body hoist, hyd. cab canopy, fork height indicator, upgraded steel pkg., and dual camera system.	\$	158,287.00
Curbtender Quantum 8 cu. yd. Rear Loader; (6 cu yd body, DEDUCT \$ 600.00; 10 cu yd body, ADD \$ 1,000.00)	\$	64,600.00
TomCat 18 cu. yd. XD Side Loader, includes dual cart tipppers; (delete dual tipppers, DEDUCT \$ 13,000.00)	\$	115,616.00
AutoCat 14 cu. yd. Automated Sideload w/Streetside cart tipper; (12 cu yd body ILO 14 cu yd, DEDUCT: \$ 3500.00; delete streetside cart tipper, DEDUCT: \$8,000.00).	\$	138,265.00
Brush Hawg Grapple Bulk Loader w/dump body	\$	111,321.00
MCNEILUS BODIES		
McNeilus 25 cu yd high compaction Rearloader; (32 cu yd body, ADD \$ 1,488.00)	\$	120,798.00
McNeilus Atlantic Series 40 cu. yd. Front Loader, - Requires double frame and 66,000 lb. GVWR. Includes service body hoist, upgraded steel pkg., smart lights, and dual camera system.	\$	171,406.00
McNeilus Autoreach 28 cu. yd. Automated Side Loader, includes upgraded steel pkg., dual camera system, smart lights, and more.	\$	169,821.00
McNeilus ZR (Zero Radius) 28 cu. yd. Automated Side Loader, includes service lift, upgraded steel pkg., dual camera system, smart lights, and more.	\$	195,971.00
McNeilus M/A (Manual Automated) 28 cu. yd. Drop Frame Side Loader, includes upgraded steel pkg., dual camera system, smart lights, and more. REQUIRES Drop frame chassis.	\$	177,288.00
HEIL BODIES		
HEIL Half/Pack 40 cu. yd. Front Loader, - Requires double frame and 66,000 lb. GVWR. Includes single camera system.	\$	158,782.00
HEIL Half/Pack LOW RIDER 40 cu. yd. Front Loader, (designed for residential carry can) - Requires double frame and 66,000 lb. GVWR. Includes single camera system & smart lights	\$	193,706.00
HEIL DP 5000 25 cu yd high compaction Rearloader	\$	106,366.00
HEIL Curotto Can Assy.	\$	42,567.00
HEIL Curotto Integration on FEL (Odyssey)	\$	23,928.00
HEIL Dura-Pack Python 28 cu. yd. Automated Side Loader, includes dual camera system.	\$	170,291.00
HEIL - 25 cu yd 60/40 Split-Body Rearloader; includes camera system	\$	207,165.00
HEIL Dura-Pack Rapid Rail 28 cu. yd. Automated Side Loader, includes dual camera system.	\$	175,192.00
Galbreath U2-OR-138 Roll-Off includes: 2 year hydraulic warranty, shutoff switch for hoist up alarm, 50 gal. washout tank w/relief & hose reel, Whelen 6 strobe system, aluminum toolbox, 4 worklights, Pioneer tarp, poly fenders, rear hold downs, lubecore system, Brigade camera system	\$	94,138.00
NEW WAY BODIES		
New Way Sidewinder 31 cu yd Automated Sideload, includes dual camera system	\$	160,919.00

New Way Sidewinder Upgrade Pkg. - includes: Hopper floor & side liner .188 AR450, Hopper/Body transition liner: 3/16" AR 450 x 48", additional reinforcement on front of blade, replace AR steel in shoes with chromium overlay, front cylinder splash shield, trough clean out tool, shovel/broom rack, brush guards for upper light bar, remote grease zerk for tailgate and upper cylinder hinge pins, Lubecore Automatic Lube System for Arm, Arm not stowed alarm, arm control rocker switches under seat, arm cycle counter, aluminum front body cover (door style), CAUTION decal on Tailgate, Mid-Tailgate Oval Lights; 5 center, 1 ea. side, aluminum tool box 18"x18"x24", mounted to rear bumper, cover/deflector on roof to protect CNG lines and hydraulic hoses (note - std. dual camera system in base unit Sidewinder is deleted)

	\$	25,281.00
EZ PACK BODIES		
Hercules 40 yd. commercial front loader	\$	161,709.00
Goliath G400 rear loader - 25 yard	\$	114,493.00
Ranger 31 yd. automated side loader	\$	174,933.00
MISCELLANEOUS OPTIONS		PRICES (all zones)
Brigade Back-Eye 360 Camera System - complete, installed, & calibrated, includes 7" monitor, MDR-500 wi-fi 8 camera, G-sensor, 1 TB HDD, 64 GB SD, MDR splitter cable - BN360-100C to MDR, and manual "capture" button. For additional cameras & cables, ADD \$ 325.00 each (installed).	\$	8,268.00
Safety Package - includes DAFO auto. fire suppression system, and Brigade "Backsense" radar system	\$	6,710.00
rotary actuated cart lifter, installed; 2nd cart lifter, ADD \$ 5,000.00	\$	7,000.00
Lubecore Autolube System for Automated Loader Arm	\$	5,500.00
Non-listed bodies and/or equipment will always include a discount from MSRP and/or std. retail		incl.
20% minimum discount percentage off Crane Carrier's current published retail prices applies to all non-listed (Crane Carrier supplied) options.		incl.
Back Up Camera	\$	1,500.00
TAG & TITLE OPTIONS		
Temporary Tag		no charge
transfer existing registration (must provide tag number)		no charge
New Governmental Tag (specify State, County, City, Sheriff, etc.)		no charge
WARRANTY OPTIONS		
4000 Series RDS transmission - 2 year extended, 5 year total	\$	1,457.00
3000 Series RDS transmission - 2 year extended, 5 year total	\$	1,221.00
Cummins After-Treatment extended warranty - L9 Diesel - 5 year/100,000 miles total.		
Requires additional purchase of corresponding PPI coverage. Program ID: AT3	\$	821.00
Cummins PPI - L9 Diesel - 5 year/100,000 mile coverage. Program ID: HD1	\$	1,983.00
Cummins PPI - L9 Diesel - 3 year/100,000 mile coverage. Program ID: HD1	\$	1,005.00
Cummins PPII - L9 Diesel - 5 year/100,000 mile coverage. Program ID: HD2	\$	1,350.00

Quote

Petersen Industries, Inc.
4000 SR 60 W.
Lake Wales, FL. 33859
P: (863) 676-1493
F: (863) 676-6844



Quote No	Quote Date	Page
20222613	11/25/2022	1

Bill To

ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM
APOPKA, FL 32703
US

Ship to

Clermont, City of FL
400 12th st
Clermont, FL 34711
US

END USER: Clermont, City of (FL)

Customer No		Slpsn	Payment terms		
1970		Bryce Otwell	Net 30		
Loc	PPD/COL	Ship via		Ship Date	
LW		Best Way		A.S.A.P.	Delivery Date: 60-90 days after chassis
Qty Ordered		UOM	Item No	Unit price	Disc
					Extended price

Delivery Date: 60-90 days after chassis

1.00 EA LOADER

AS CONFIGURED BELOW

Feature/Kit Components- LOADER

1.00	EA	0.TL3	MODEL TL3 BASE LOADER	1.00
1.00	EA	03.11SAI	HEAVY DUTY SWING MOTOR	1.00
1.00	EA	03.12 STD HT PED	STANDARD HEIGHT PEDESTAL	1.00
1.00	EA	07.10SB60	STANDARD BUCKET 60"	1.00
1.00	EA	10.04 BUWL	BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00
1.00	EA	12.05 HG	HOSE GUARDS- HEAD & VALVE BANK	1.00
1.00	EA	10.05 DS	DUAL LED STROBE, MOUNTED ON HEAD	1.00
1.00	EA	8.41 TB TFM	TOOL BOX, TRUCK FRAME MOUNTED UNDER BODY (ADD-ON)	1.00
1.00	EA	12.36 HD	HD CONTROL BOX	1.00
1.00	EA	12.02 TP	TANDEM PUMP IN LIEU OF SINGLE 18 GPM	1.00
1.00	EA	11.02 LBPIO	LOADER SINGLE COLOR PI ORANGE	1.00

1.00 EA 8.0 DUMP BODY

AS CONFIGURED BELOW

Body Paint to be WHITE

Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.28 1824-HDX	MODEL HDX-1824 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00
1.00	EA	8.32 CW	CONTINUOUS WELDS UPGRADE FOR 18' TO 20' BODIES	1.00
1.00	EA	8.36 PISWLCD	PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00
1.00	EA	8.40 S-BD	STANDARD BARN DOORS FOR BODY	1.00

Quote

Petersen Industries, Inc.
 4000 SR 60 W.
 Lake Wales, FL. 33859
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 F: (863) 676-6844



Quote No	Quote Date	Page
20222613	11/25/2022	2

Bill To

ORLANDO FREIGHTLINER
 2455 S. ORANGE BLOSSOM
 APOPKA, FL 32703
 US

Ship to

Clermont, City of FL
 400 12th st
 Clermont, FL 34711
 US

END USER: Clermont, City of (FL)

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1970		Bryce Otwell	Net 30	
Loc	PPD/COL	Ship via	Ship Date	
LW		Best Way	A.S.A.P.	
Qty Ordered		UOM Item No	Unit price	Disc
				Extended price

Delivery Date: 60-90 days after chassis

1.00	EA	8.47 WL-BW	1.00	
		WIRE LOOM FOR BODY WIRING		
1.00	EA	10.09 LED	1.00	
		LED TYPE BODY LIGHTS, 15 EA.		
1.00	EA	10.10 LED FLASH	1.00	
		AMBER LED FLASHERS IN REAR		
		CORNER POST		
1.00	EA	8.77ANSI	1.00	
		ANSI Z245 PACKAGE		
1.00	EA	11.04	1.00	
		BODY/LOADER DIFFERENT COLORS		
		AS DEFINED BELOW		

Bob S/ 407-509-6651

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

(C)2002 Exact Software North America

**Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell**

11-25-23

To Brian Camp

**Orlando Freightliner is pleased to quote the following
Freightliner M2 106 via the 2022-2023 Florida Sheriffs
Association bid #FSA22-VEH20.0.**

Spec #89	\$ 57,578.00
33000GVWR	\$ 21,935.00
654-011 p/l p/w	\$ 698.00
532-002 tilt telescopic steering wheel	\$ 476.00
746-137 bluetooth radio	\$ 489.00
744-1BC heated moto mirrors	\$ 285.00
TL3	\$105,015.00
Hardox body material	\$ 5,995.00
Tool Box	\$ 1,550.00
Hose Guards	\$ 649.00
Strobe Lights	\$ 795.00

Total	\$195,465.00
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**Sincerely,
Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala**

Prepared For :
Brian Camp
CLERMONT CITY OF
685 W MONTROSE ST
CLERMONT, FL 34711
UNITED STATES
Phone : 352-267-2558

Prepared by:
Bob Scharpnick
ORLANDO FREIGHTLINER
2455 S. ORANGE BLOSSOM TRAIL
APOPKA, FL 32703
Phone :4072953846

SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)
Data Version	
DRL-021	SPECPRO21 DATA RELEASE VER 021
Vehicle Configuration	
001-172	M2 106 CONVENTIONAL CHASSIS
004-224	2024 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-002	PICKUP AND DELIVERY/SHORT HAUL SERVICE
A84-1WH	WHOLESALE AND RETAIL BUSINESS SEGMENT
AA4-001	GENERAL FREIGHT COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-091	MEDIUM TRUCK WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD 12000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 21000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 33000.0 lbs
Truck Service	



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Data Code	Description
AA3-005	FLATBED/PLATFORM/STAKE BODY
AF3-169	PETERSEN INDUSTRIES
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES 32.0 in

Engine

101-21X CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM

Electronic Parameters

79A-075 75 MPH ROAD SPEED LIMIT

79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT

79F-004 CUMMINS TRIP INFORMATION REPORTS ENABLED;
LEVEL 1: 4 MPH, LEVEL 2: 7 MPH ABOVE ROAD SPEED LIMIT

79K-012 PTO MODE ENGINE RPM LIMIT - 1500 RPM

79P-002 PTO RPM WITH CRUISE SET SWITCH - 700 RPM

79Q-002 PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM

79S-001 PTO MODE CANCEL VEHICLE SPEED - 5 MPH

79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND

79V-001 FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY

79W-001 ONE REMOTE PTO SPEED

79X-001 PTO SPEED 1 SETTING - 700 RPM

80C-001 ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS

80F-001 AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING

80G-002 PTO MINIMUM RPM - 700

80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

Application Version 11.7.705
Data Version PRL-27M.021
City of Clermont 2024 TL3



11/25/2022 10:08 AM
Page 2 of 16

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Data Code	Description
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
RNZ-001	OPTIONAL SELECTION OF CARB BASE WARRANTY/CERTIFICATION. DEALER CONFIRMS REGISTRATION IN OTHER THAN CALIFORNIA OR CARB OPT-IN STATES
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH



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Data Code	Description
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-052	RH STANDARD HORIZONTAL TAILPIPE
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
266-100	700 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission



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Data Code	Description
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION



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Prepared by:
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Phone :4072953846

Data Code	Description
	DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

Application Version 11.7.705
Data Version PRL-27M.021
City of Clermont 2024 TL3



11/25/2022 10:08 AM
Page 6 of 16

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Data Code	Description
420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
421-614	6.14 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)
451-023	CONMET CAST IRON REAR BRAKE DRUMS
440-006	REAR OIL SEALS
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
621-001	SPRING SUSPENSION - NO AXLE SPACERS
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP

Brake System

018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM



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Data Code	Description
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-012	AIR DRYER MOUNTED UNDER HOOD
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)

Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

545-600	6000MM (236 INCH) WHEELBASE
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
552-045	2025MM (80 INCH) REAR FRAME OVERHANG
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 170.67 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) 167.67 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL 354.9 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE 239.16 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE 136.38 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)



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Data Code	Description
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD

Fuel Tanks

206-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - RH
204-998	NO LH FUEL TANK
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

093-12C	HANKOOK AL21 11R22.5 14 PLY RADIAL FRONT TIRES
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES

Hubs



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Data Code	Description
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

502-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS

Cab Exterior

829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
678-001	LH AND RH GRAB HANDLES
646-045	MOLD-IN COLOR GRILLE
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED
726-002	DUAL ELECTRIC HORNS
728-001	SINGLE HORN SHIELD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
302-047	LED AERODYNAMIC MARKER LIGHTS
311-001	DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS



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Data Code	Description
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS
729-001	STANDARD SIDE/REAR REFLECTORS
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES
275-061	PARK BRAKE REMINDER WARNING SYSTEM
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH



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Data Code	Description
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-343	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT, SEATS INC
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-036	VINYL WITH VINYL INSERT DRIVER SEAT
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN



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Data Code	Description
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
33A-804	PROVISIONS FOR BODY BUILDER WIRED BOOM OUT OF STOW WARNING SYSTEM PILOT LIGHT AND INSTRUMENT CLUSTER BUZZER
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP



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Data Code	Description
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-998	NO OVERHEAD INSTRUMENT PANEL
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
162-011	IDLE LIMITER, ELECTRONIC ENGINE
329-012	FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



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Data Code	Description
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY
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Other Factory Charges

PNZ-001	CARB22 BASE WARRANTY SURCHARGE DD5/DD8 SS/B6.7/L9 <=325
PMV-021	GHG21 ENHANCEMENT PRICE
RAG-020	CUMMINS TARIFF CHARGE - \$205
RFY-022	FRONT TIRE SURCHARGE
RFU-022	REAR TIRE SURCHARGE
RFZ-024	MY24/CY23 PRICING SURCHARGE
P73-2FT	STANDARD DESTINATION CHARGE

Dealer Installed Options

		Front Weight	Rear Weight
TL3	PETERSEN IND TL3 WITH 1824 HARDOX BODY	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights Shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



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(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





REQUEST FOR INFORMATION

RFI 23-018

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE SIDELOADER & CLAM TRUCK

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: November 28, 2022

DEADLINE FOR QUESTIONS: December 5, 2022

RESPONSE DEADLINE: December 6, 2022, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to
Purchase Sideloaders & Clam Trucks

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

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.

(a) Department: Public Services

(b) Company Information: Container Systems & Equipment Company, Inc. and Petersen Industries

(c) Contract Number and Title: FSA22-VEH20.0 Spec# 89 and Spec# 145

(d) Length of Contract: October 1, 2022 - September 31, 2023

(e) Product or Service Provided: Crane Carrier Low Entry Cab and Freightliner M2 106

(f) Estimated Annual Expenditure: \$577,206

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 service 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.

1.2. Contact Information

Brian Camp

Public Services Manager (Sanitation)

3335 Hancock Rd.

Clermont, FL 34711

Email: bcamp@clermontfl.org

Phone: [\(352\) 241-0178](tel:(352)241-0178)

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	November 28, 2022
Question Deadline	December 5, 2022, 2:00pm
Response Deadline	December 6, 2022, 2:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

Provide information related to RFI.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date										
Tuesday, January 10, 2023										
Agenda Item Name										
Bid Award and Budget Amendments <i>Mowing Services</i>										
Requested Action										
Requesting approval of bid award and approval of term contract between the City of Clermont and AB5 Enterprises to furnish all labor, materials, supervision, and equipment to provide mowing services to specific locations throughout the City and approve required budget amendments for stormwater and general fund.										
Staff Report										
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department contacted the Procurement Services Department to determine the most effective manner to contract a company to provide mowing services to specific locations throughout the City. The Procurement Services Department issued a Request for Bid (RFB) number 23-003 to acquire these services. The RFB was fully competed, advertised, and complied with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. The apparent low bidder, AB5 Enterprises had an error on line item number 4 where the unit price entered was \$50 and it was supposed to be \$500. The change in the unit price increased the annual total price of their bid from \$68,005 to \$81,055. With this increase in price, AB5 Enterprises was still the apparent low bidder with a difference of \$51,599 from the next bidder. The Procurement Services Director had the new price change signed and initialed by the bidder and has recommended an award to this company in the best interest of the City. Additive line numbers 13 and 15 are not being recommended for award. The scope of work includes mowing, weed eating, edging around sidewalks, hedge trimming, and picking up debris among other services. It is recommended that the City Council approve and execute a fixed unit-price term contract with AB5 Enterprises to provide mowing services. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City. The award is being recommended to the low, responsive, and responsible bidder, A5B Enterprises, for the annual amount of \$81,055 who complied with all terms, conditions, and specifications stated in the RFB.										
Additional Analysis										
Fiscal Impact Summary										
The fiscal impact of \$81,055 is included in the current year's approved budget, which has a total amount of \$107,500. Funding for this contract is divided into the following accounts: <table border="1"> <thead> <tr> <th></th> <th>Budgeted</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>45538-53403</td> <td>\$7,500</td> <td>\$14,500</td> </tr> <tr> <td>42535-53403</td> <td>\$23,700</td> <td>\$11,600</td> </tr> </tbody> </table>			Budgeted	Cost	45538-53403	\$7,500	\$14,500	42535-53403	\$23,700	\$11,600
	Budgeted	Cost								
45538-53403	\$7,500	\$14,500								
42535-53403	\$23,700	\$11,600								

41533-53403	\$17,000	\$7,565
10549-53403-22899	\$4,000	\$3,840
10549-53403-21101	\$7,200	\$9,600
10541-53403-	\$28,000	\$15,950
10542-53403-72107	\$20,100	\$18,000
Total	\$107,500	\$81,055

While the overall total cost is under what is totally budgeted. There are two line items that require budget amendment.

45538-53403 is Stormwater Fund, staff requests a \$7,000 budget amendment to this line item with funds coming from Stormwater reserves

10549-53403-21101 is police facilities, staff requests a \$2,400 budget amendment to this line item with funds coming from General Fund reserves.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFB 23-003 Evaluation Tabulation	RFB 23-003 Evaluation Tabulation.pdf	
2.	RFB 23-003 Notice of Intent to Award	RFB 23-003 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 23-003

Mowing Services

RESPONSE DEADLINE: November 3, 2022 at 2:00 pm

Report Generated: Tuesday, December 20, 2022

BID TABULATION

Vendor	Total
AB5 Enterprises	\$68,005.00 \$81,055.00
Helping Hand Lawn Care	\$132,654.00
Aero Groundtek LLC	\$158,700.00
Keep it Green Of Central FL	\$203,327.17
JDMF Ilc	\$251,279.25

EVALUATION TABULATION
RFB No. RFB 23-003
Mowing Services

UNIT PRICE SCHEDULE

Selected	Line Item	Description	Quantity	Unit of Measure	AB5 Enterprises		Aero Groundtek LLC.		Helping Hand Lawn Care		JDMF, LLC.		Keep it Green Of Central FL	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Environmental Services Dept. – East Wastewater Treatment Plant Mowing	29	Visits	\$400.00	\$11,600.00	\$500.00	\$14,500.00	\$500.00	\$14,500.00	\$1,121.25	\$32,516.25	\$1,440.00	\$41,760.00
X	2	Environmental Services Dept. – Sunburst Lane Water Treatment Plant Mowing	29	Visits	\$175.00	\$5,075.00	\$400.00	\$11,600.00	\$200.00	\$5,800.00	\$395.00	\$11,455.00	\$480.00	\$13,920.00
X	3	Environmental Services Dept. – Greater Hills Water Treatment Plant Mowing	29	Visits	\$50.00	\$1,450.00	\$200.00	\$5,800.00	\$200.00	\$5,800.00	\$224.00	\$6,496.00	\$480.00	\$13,920.00
X	4	Road Right-of-Way and Stormwater Treatment Pond Mowing	29	Visits	\$50.00 \$500.00	\$1,450.00 \$14,500.00	\$200.00	\$5,800.00	\$450.00	\$13,050.00	\$1,886.00	\$54,694.00	\$965.00	\$27,985.00
X	5	Lake Hiawatha Preserve Mowing	10	Visits	\$1,800.00	\$18,000.00	\$3,000.00	\$30,000.00	\$2,400.00	\$24,000.00	\$4,225.00	\$42,250.00	\$1,920.00	\$19,200.00

EVALUATION TABULATION
RFB No. RFB 23-003
Mowing Services

Selected	Line Item	Description	Quantity	Unit of Measure	AB5 Enterprises		Aero Groundtek LLC.		Helping Hand Lawn Care		JDMF, LLC.		Keep it Green Of Central FL	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	6	Clermont Police Department, 3600 S. Hwy. 27, Clermont, FL	48	Visits	\$200.00	\$9,600.00	\$500.00	\$24,000.00	\$250.00	\$12,000.00	\$520.00	\$24,960.00	\$360.00	\$17,280.00
X	7	Clermont Fire Station 4, 13341 Hartle Road, Clermont, FL	48	Visits	\$80.00	\$3,840.00	\$500.00	\$24,000.00	\$100.00	\$4,800.00	\$186.00	\$8,928.00	\$420.00	\$20,160.00
X	8	12th Street and Highway 50 Medians	29	Visits	\$75.00	\$2,175.00	\$200.00	\$5,800.00	\$400.00	\$11,600.00	\$720.00	\$20,880.00	\$540.00	\$15,660.00
X	9	South Grand Hwy. Median	29	Visits	\$50.00	\$1,450.00	\$200.00	\$5,800.00	\$66.00	\$1,914.00	\$180.00	\$5,220.00	\$45.00	\$1,305.00
X	10	Champions and Legends Way	29	Visits	\$50.00	\$1,450.00	\$200.00	\$5,800.00	\$110.00	\$3,190.00	\$380.00	\$11,020.00	\$435.00	\$12,615.00
X	11	ROW for Lake Shore Drive	29	Visits	\$75.00	\$2,175.00	\$300.00	\$8,700.00	\$200.00	\$5,800.00	\$380.00	\$11,020.00	\$120.00	\$3,480.00
X	12	Abandoned Well Site, West of Harley Davidson	8	Visits	\$130.00	\$1,040.00	\$300.00	\$2,400.00	\$150.00	\$1,200.00	\$120.00	\$960.00	\$375.00	\$3,000.00
Total						\$59,305.00		\$144,200.00		\$103,654.00		\$230,399.25		\$190,285.00
						\$72,355.00								

EVALUATION TABULATION
RFB No. RFB 23-003
Mowing Services

ADDITIVE ALTERNATE PRICING

					AB5 Enterprises		Aero Groundtek LLC		Helping Hand Lawn Care		JDMF llc		Keep it Green Of Central FL	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Not Considered for Award	13	ROW and Median for Citrus Tower Blvd. (ADDITIVE ALTERNATE)	29	Visits										
X	14	ROW and Median for John's Lake Rd. (ADDITIVE ALTERNATE)	29	Visits	\$300.00	\$8,700.00	\$500.00	\$14,500.00	\$1,000.00	\$29,000.00	\$720.00	\$20,880.00	\$449.73	\$13,042.17
Not Considered for Award	15	ROW and Median for Hancock Rd. (ADDITIVE ALTERNATE)	29	Visits										
Total						\$8,700.00		\$14,500.00		\$29,000.00		\$20,880.00		\$13,042.17



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711
(352) 241-7350

NOTICE OF INTENT TO AWARD
RFB No. RFB 23-003
Mowing Services

RESPONSE DEADLINE: November 3, 2022 at 2:00 pm

Wednesday, November 30, 2022

After the careful and thorough review of all responses received to solicitation number RFB 23-003 titled Mowing Services, the City hereby issues this Notice of Intent to Award to the following company:

AB5 Enterprises

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director



AGENDA ITEM

Meeting Date																																				
Tuesday, January 10, 2023																																				
Agenda Item Name																																				
Surplus Request																																				
Requested Action																																				
Recommend approval and declare end of life inventory as surplus from the Information Technology Department and dispose of in accordance with the Purchasing Policy.																																				
Staff Report																																				
The Procurement Services Department, on behalf of the Information Technology Department, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Public Services Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(9)</td> <td>Old HP Switches and Modules</td> </tr> <tr> <td>(1)</td> <td>HP ProCurve PoE and Power Supply</td> </tr> <tr> <td>(1)</td> <td>LTS Digital Video Recorder</td> </tr> <tr> <td>(1)</td> <td>Rack Mount Smart Pro UPS</td> </tr> <tr> <td>(17)</td> <td>Old Keyboards</td> </tr> <tr> <td>(11)</td> <td>Old Computer Mice</td> </tr> <tr> <td>(1)</td> <td>APC Backup UPS Pro</td> </tr> <tr> <td>(1)</td> <td>GPS Garmin Nuvi</td> </tr> <tr> <td>(5)</td> <td>Optical Drivers</td> </tr> <tr> <td>(1)</td> <td>Old Fujitsu Printer</td> </tr> <tr> <td>(1)</td> <td>Photo Printer with Accessories</td> </tr> <tr> <td>(3)</td> <td>Wyse Mini PC</td> </tr> <tr> <td>(3)</td> <td>Dell Docking Stations</td> </tr> <tr> <td>(1)</td> <td>Maxtor External Hard Drive</td> </tr> <tr> <td>(1)</td> <td>Old ViewSonic Monitors</td> </tr> <tr> <td>(1)</td> <td>Dell power Supply</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(9)	Old HP Switches and Modules	(1)	HP ProCurve PoE and Power Supply	(1)	LTS Digital Video Recorder	(1)	Rack Mount Smart Pro UPS	(17)	Old Keyboards	(11)	Old Computer Mice	(1)	APC Backup UPS Pro	(1)	GPS Garmin Nuvi	(5)	Optical Drivers	(1)	Old Fujitsu Printer	(1)	Photo Printer with Accessories	(3)	Wyse Mini PC	(3)	Dell Docking Stations	(1)	Maxtor External Hard Drive	(1)	Old ViewSonic Monitors	(1)	Dell power Supply
Qty.	Property Description																																			
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(1)	Maxtor External Hard Drive																																			
(1)	Old ViewSonic Monitors																																			
(1)	Dell power Supply																																			
Additional Analysis																																				
Fiscal Impact Summary																																				
Surplus property is anticipated to be sold for approximately \$2,000.00																																				
Fiscal Impact	Fund Number and Description	Available Budget Amount																																		
Exhibits Attached (copies of original agreements)																																				
1.	Information Technology Disposal Forms..	Information Technology Disposal Forms...pdf																																		

HP Switches

[illegible]



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Matt Noyce Phone: 7379
Year / Make / Model: Gig-T PoE+ v2 z1 Mod J9534A Vehicle No.
Miles / Hours: Serial / VIN: NA
Description of Property HP Switch Module

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 12/28/22

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



Property Tag #: _____

Phone: 7379

Vehicle No. _____

Serial / VIN: XXXXXXXXXXXX

Description of Property	optical drives
Access time	10-20 ms
Transfer rate	10-20 MB/s
Capacity	10-20 GB
Cost	10-20 \$/GB
Reliability	10-20 %
Power consumption	10-20 W
Form factor	10-20 mm
Interface	10-20 mm
Performance	10-20 MB/s
Availability	10-20 %
Security	10-20 %
Compliance	10-20 %
Support	10-20 %
Warranty	10-20 %
Documentation	10-20 %
Training	10-20 %
Integration	10-20 %
Interoperability	10-20 %
Scalability	10-20 %
Flexibility	10-20 %
Portability	10-20 %
Expandability	10-20 %
Upgradeability	10-20 %
Modifiability	10-20 %
Reconfigurability	10-20 %
Customizability	10-20 %
Configurability	10-20 %
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Flexibility	10-20 %
Portability	10-20 %
Expandability	10-20 %
Upgradeability	10-20 %
Modifiability	10-20 %
Reconfigurability	10-20 %
Customizability	10-20 %
Configurability	10-20 %
Adaptability	10

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Date: 12/15/22

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

Agenda Item: _____

Date Disposed: _____

Date: _____

Munis Asset Number:

Page 205

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[illegible]

Dell Docking Stations

[illegible]





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date										
Tuesday, January 10, 2023										
Agenda Item Name										
Single/Sole Source Purchase										
Requested Action										
Recommend to approve single/sole source purchase from Stryker Medical to acquire LifePak AEDs and equipment										
Staff Report										
The Procurement Services Department and the Fire Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2204-003 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Services Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore, a single/sole source purchase is justified if there is only one product of service that can reasonably meet the City's needs and there is only one company that can provide such a product or service. The repair and maintenance for specific brands of existing equipment is available from only the original equipment manufacturer or designed service dealer. 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. Based on this, staff recommends that the council approve the single/sole source purchase.										
Additional Analysis										
Fiscal Impact Summary										
The fiscal impact of \$56,184.84 is included in the current fiscal year approved budget. Department Account Codes: <table> <tr> <td>10522-66401-22018</td> <td>\$33,437.96</td> </tr> <tr> <td>10522-66401</td> <td>\$16,682.58</td> </tr> <tr> <td>10522-55200</td> <td>\$3,833.80</td> </tr> <tr> <td>10522-55204</td> <td>\$2,230.50</td> </tr> </table>			10522-66401-22018	\$33,437.96	10522-66401	\$16,682.58	10522-55200	\$3,833.80	10522-55204	\$2,230.50
10522-66401-22018	\$33,437.96									
10522-66401	\$16,682.58									
10522-55200	\$3,833.80									
10522-55204	\$2,230.50									
Fiscal Impact	Fund Number and Description	Available Budget Amount								
Exhibits Attached (copies of original agreements)										
1. Stryker Sole Source Letter 12-20-22	Stryker Sole Source Letter 12-20-22.pdf									
2. Stryker	Stryker.pdf									

SOLE SOURCE JUSTIFICATION

(Requester must complete Sections A and B and attach copy of sole source letter)

SECTION A - SOLE SOURCE PURCHASE:

Complete if sole source purchase is \$1,000 or over, AND competition is not available. Sole Source approvals are valid one year from approval date, unless specified elsewhere.

Supplies/Services Required (be specific):

Purchase of new or used monitor/defibrillators, Code-Stat software, McGrath video laryngoscopes and blades

Company Name: Stryker

Employee Name: Matt Van Der Wende

Ph: 425 867-4000

Requested by: Sean Sacco

Dept.: Fire

Department Director: David Ezell

Dept.: Fire

Estimated Annual Expenditure: \$ 56,184

Account Codes: 10522-66401, 55200 and 55204

Check One: The requested item/service is a sole source procurement due to:

AVAILABILITY/ONE OF A KIND:

No competitive product exists or is available from another vendor.

COMPATIBILITY:

Must match existing piece or brand of equipment and is available from only one vendor.

REPLACEMENT/MAINTENANCE:

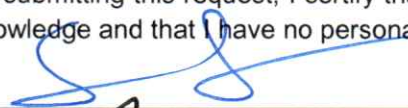
☒ Repair or maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.

OTHER:

Provide below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification:

SECTION B - REQUESTER CERTIFICATION:

By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.


(Signature of Requester)

12/20/22
(Date)


(Signature of Department Director)

12/20/22
(Date)

SECTION C - TO BE COMPLETED BY THE PROCUREMENT SERVICES DIRECTOR:

Based on the information provided in Section A and attached supporting documents,

I concur ☐ / do not concur ☐ (see below) with purchase to be a Sole Source.

Do not concur for the following reason(s):

(Signature of Procurement Services Director)

(Date)

December 20, 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2019 Stryker
GDR 3321967_K

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



LP 15



232283

Quote Number: 10587140

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: CLERMONT FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Ted Piper

Email: ted.piper@stryker.com

Phone Number:

Quote Date: 12/19/2022

Expiration Date: 03/19/2023

10522 60845
 66401 - 50120.54
 55204 - 2230.50
 55200 - 3189.50 + 644.30 3833.80 /
 Shipping 56184.84

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: CLERMONT FIRE DEPT

Name: CLERMONT FIRE DEPT

Name: CLERMONT FIRE DEPT

Account #: 1290191

Account #: 1290191

Account #: 1290191

Address: 439 W HIGHWAY 50

Address: 439 W HIGHWAY 50

Address: 439 W HIGHWAY 50

CLERMONT

CLERMONT

CLERMONT

Florida 34711-3031

Florida 34711-3031

Florida 34711-3031

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001958	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$33,437.96	\$33,437.96
2.0	41577-000290	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$433.78	\$1,735.12
4.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	1	\$219.76	\$219.76
5.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$561.70	\$561.70
6.0	11171-000046	Masimo M-LNCSCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	1	\$264.04	\$264.04
7.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$22.96	\$22.96
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$31.98	\$31.98
9.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$296.02	\$296.02
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$53.30	\$53.30
11.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$82.82	\$82.82
12.0	301-000-000	LARYNGOSCOPE, VIDEO, MCGRATH MAC A03	6	\$2,780.43	\$16,682.58
13.0	340-000-000	LARYNGOSCOPE, BATTERY, MCGRATH 3.6V GRAY	6	\$58.99	\$353.94



LP 15

Quote Number: 10587140

Version: 1

Prepared For: CLERMONT FIRE DEPT

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Ted Piper

Email: ted.piper@stryker.com

Phone Number:

Quote Date: 12/19/2022

Expiration Date: 03/19/2023

#	Product	Description	Qty	Sell Price	Total
14.0	X3-003-000	LARYNGOSCOPE, BLADES, X3, BOX OF 10	2	MAC 1 \$273.50	\$547.00
15.0	350-082-000	LARYNGOSCOPE, BLADES, MAC 1, BOX OF 10	2		\$312.84
16.0	350-084-000	LARYNGOSCOPE, BLADES, MAC 2, BOX OF 10	2		\$312.84
17.0	350-086-000	LARYNGOSCOPE, BLADES, MAC 3, BOX OF 10	2		\$312.84
18.0	350-088-000	LARYNGOSCOPE, BLADES, MAC 4, BOX OF 10	2		\$312.84
Equipment Total:					\$55,540.54

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$644.30
Grand Total:	\$56,184.84

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

December 20, 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_K

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

FLORIDA MUNICIPAL INSURANCE TRUST P.O. Box 538135, ORLANDO, FL 32853-8135

FLORIDA MUNICIPAL INSURANCE TRUST P.O. Box 538135, ORLANDO, FL 32853-8135

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Property-Inland Marine			Defib	\$14,280.16	\$14,280.16

Claim Number: GC2022104554 Payee: CITY OF CLERMONT
 Check Number: 198097 Total Check Amt: \$14,280.16 Event Date: 5/1/2022 Department: 0101 CITY OF CLERMONT
 Check Memo: Inland Marine Defib

DB

RC150
10522-54501

C # 9182
 Rc 150- 10522-54501
 GC 2022104554
 Receipt # 3123893

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



FLORIDA MUNICIPAL
INSURANCE TRUST
LIABILITY/PROPERTY CLAIMS
P.O. BOX 538135
ORLANDO, FLORIDA 32853-8135
PH 1-800-756-5042 OR 407-245-0725

Wells Fargo Bank, N.A.
Downtown Orlando Office
20 North Orange Ave
Orlando, FL 32801
11-24/1210

DATE	CHECK NO.
05/24/2022	198097
AMOUNT	
\$ **\$14,280.16**	

PAY Fourteen Thousand Two Hundred Eighty and 16/100 Dollars*****

TO CITY OF CLERMONT
 THE 685 WEST MONTROSE STREET
 ORDER CLERMONT, FL 34711
 OF

Chris Kuyler
[Signature]

AMOUNTS OVER \$10,000 REQUIRE 2 SIGNATURES
VOID AFTER 180 DAYS

⑈0000198097⑈ ⑆121000248⑆ 200000225671⑈

[illegible]

Note: Attach supporting documentation to original form and file by Journal month. Reason for journal entry must be indicated above and keyed into Munis.

RECEIVED

DEC 20 2022

stryker

LP 15

Quote Number: 10587140

Version: 1

Prepared For: CLERMONT FIRE DEPT

Attn:

CLERMONT
FIRE DEPARTMENT

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Ted Piper

Email:

ted.piper@stryker.com

Phone Number:

Quote Date: 12/19/2022

Expiration Date: 03/19/2023

Delivery Address

Name: CLERMONT FIRE DEPT

Account #: 1290191

Address: 439 W HIGHWAY 50

CLERMONT

Florida 34711-3031

End User - Shipping - Billing

Name: CLERMONT FIRE DEPT

Account #: 1290191

Address: 439 W HIGHWAY 50

CLERMONT

Florida 34711-3031

Bill To Account

Name: CLERMONT FIRE DEPT

Account #: 1290191

Address: 439 W HIGHWAY 50

CLERMONT

Florida 34711-3031

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001958	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT, Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$33,437.96	\$33,437.96
2.0	41577-000290	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$433.78	\$1,735.12
4.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	1	\$219.76	\$219.76
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15.0	350-082-000	LARYNGOSCOPE, BLADES, MAC 1, BOX OF 10	2	\$156.42	\$312.84
16.0	350-084-000	LARYNGOSCOPE, BLADES, MAC 2, BOX OF 10	2	\$156.42	\$312.84
17.0	350-086-000	LARYNGOSCOPE, BLADES, MAC 3, BOX OF 10	2	\$156.42	\$312.84
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 10, 2023	
Agenda Item Name	
Ordinance No. 2022-033 <i>Final</i> <i>Clonts Property Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2022-033	
Staff Report	
<i>This application was tabled from the August 23, 2022 City Council meeting to allow refinement and further study of the traffic impact on the Wellness Way Area Road Network. The updated traffic study was received on October 27, 2022 and time was needed for the City's Traffic Consultant review. Comments on that study were provided to the applicant. The application was tabled from November 8, 2022 to the December 13, 2022 meeting and again to the January 10, 2023 meeting. The additional time was needed for completion and review of the revised traffic study that was fully submitted on December 9, 2022. In addition, the proportionate share mitigation agreement with the Lake County School Board was provided to the City as well. As part of this approval process, the Council will also consider approving the Lake County School Board proportionate share mitigation agreement since the City is a party to this agreement.</i> The applicant is requesting a rezoning to a Planned Unit Development (PUD) to construct a multi-family development consisting of 330 units. The site is approximately 27.5 acres and is located just east of US 27 and directly north of the Olympus Sports and Entertainment development. In October of 2019, the property owner obtained a Developers Agreement from the city that entitled the parent parcel (approx. 52 acres) to 12 units per acre and up to 152,000 square feet of commercial and retail use. The current applicant is only requesting to develop the eastern half of the development. The owner of the western half of the property will not be developing their portion until a later date. The property is currently zoned Urban Transition with a Future Land Use of Multi-Use W in the Wellness Way area. The applicant has provided an updated PUD site plan, prepared by Poulos & Bennett dated December 14, 2022. The plan was revised to show the public area along the northwest portion of the project and shifted buildings up to the front to build zone, a requirement of the Wellness Way guidelines. The applicant is proposing 330 apartment units along with amenities consisting of a community pool, activity lawn, and promenade. As part of the design, the applicant is requesting relief from the city's grading code. For residential properties, the current code allows for a maximum cut or fill of 10 feet. In this case, because of the significant topography, the applicant is requesting up to a 35 foot cut over 17% of the site, in which most of it is in the proposed stormwater pond at the north end of the site. A small portion, about 1/2 acre or 1.9% is outside of the pond and is expected to have up to 18 feet of cut. The fill area is expected to be up to 12 feet of fill over 0.5 % of the site. Another waiver request by the applicant is to allow retaining walls with a maximum height of 8 feet. Per city code, retaining walls shall have a maximum height of 6 feet. The proposed PUD is consistent with the Multi-Use W Future Land Use category and Section 2.1.3 of the Wellness Way guidelines. The PUD ordinance has several specific conditions that the applicant will need to satisfy in order to continue to move forward on the development of the site, if approved by City Council. These conditions include the extension of utility lines to the site in a timely manner and mitigation strategies for payment for their proportionate fair share for transportation improvements. The applicant will be required to complete a Proportionate Share Transportation Impact Fee Credit Agreement with Lake County for their share of road improvements in the vicinity, consistent with the Wellness Way Plan policies. The applicant will also be entering into a proportionate share mitigation agreement for school concurrency with the Lake County School Board, which is supplied in the packet for	

review and the City is a party thereof.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development and Section 122-295 Wellness Way Community Design Guidelines and Standards. The project is adjacent to a major arterial, US 27, and a new road, Wellness Way. Public utilities will be brought to the site by the developer and the City does have capacity to serve the project. The proposed project is not in conflict with the City's Comprehensive Plan or Land Development Code. Staff recommends approval of Ordinance No. 2022-033. *The Planning and Zoning Commission recommended unanimous approval, 7-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
---------------	-----------------------------	-------------------------

Exhibits Attached (copies of original agreements)

1.	Ord. 2022-033 Clonts Rezoning (01.04.2023)	Ord. 2022-033 Clonts Rezoning (01.04.2023).pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	22-009-Clonts Parcel PD set	22-009-Clonts Parcel PD set.pdf
4.	22-009-PD-3D View2	22-009-PD-3D View2.pdf
5.	22-009-PD-3D View3	22-009-PD-3D View3.pdf
6.	22-009-PD-3D View	22-009-PD-3D View.pdf
7.	22-006-3D-Renderings with Key Map	22-006-3D-Renderings with Key Map.pdf
8.	Cut Fill Exhibit	Cut Fill Exhibit.pdf
9.	IntegraApts-WW_PSM-AgreementVF_11172022	IntegraApts-WW_PSM-AgreementVF_11172022.pdf
10.	Rezoning-Application	Rezoning-Application.pdf
11.	Clonts legal ad	Clonts legal ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-033

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 (the "Property"):

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY); THENCE CONTINUE S00°13'39", A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1735.91 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 3.93 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A

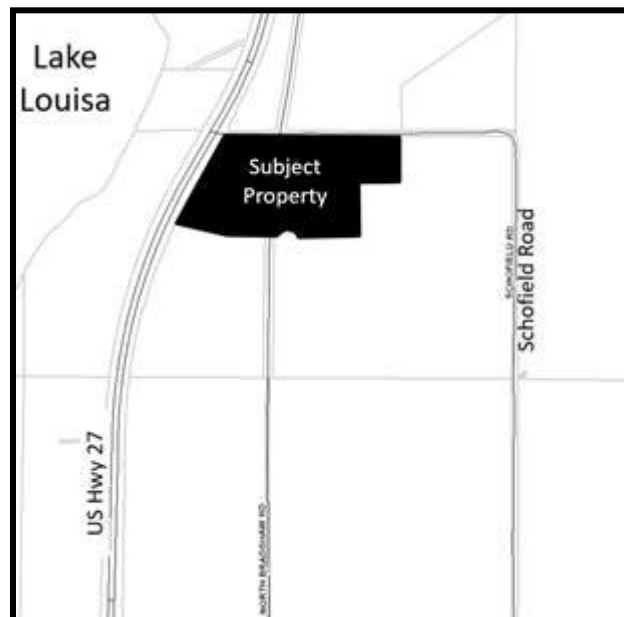
CITY OF CLERMONT
ORDINANCE NO. 2022-033

CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,275,197.41 SQUARE FEET OR 52.23 ACRES MORE OR LESS.

LOCATION:

2 miles south of Hartwood Marsh Road,
 East of US 27 at the Schofield Road intersection
 Alternate Key 1462436



PROPERTY REZONING

**Rezone the Property from Urban Transition to
 Planned Unit Development (PUD) for multi-family use and commercial use**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development (PUD) is to allow for a multi-family residential Planned Unit Development along with future C-2 General Commercial uses:

1. The conditions as set forth in this PUD shall be legally binding upon any heirs, assigns and successors in title or interest.



CITY OF CLERMONT
ORDINANCE NO. 2022-033

2. The Property shall be developed in substantial accordance with the PUD Conceptual Plan prepared by Poulos & Bennett dated December 14, 2022 attached hereto as **Exhibit A** (the “PUD Conceptual Plan”). Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
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 Property without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City’s Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS:

1. As a result of the Development Agreement entered into by the City of Clermont and Clonts Groves, Inc., dated October 22, 2019, and recorded in Official Records Book 5409, Page 1579, Public Records of Lake County, Florida (the “Development Agreement”), a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, the Property shall have a density of twelve (12) dwellings units per net acre. Notwithstanding the foregoing, the Development Agreement allows for 600 multi-family units on the Property and Parcel 1 will have 330 multi-family dwelling units regardless of the acreage of Parcel 1 and the balance, 270 multi-family dwelling units, will be on Parcel 2.
2. The Future Development Parcel (Parcel 2 as identified in the PUD Conceptual Plan), in accordance with the Development Agreement, may have (i) up to one hundred fifty-two thousand five hundred (152,500) square feet of commercial, retail and office uses, and (ii) 270 multi-family dwelling units. The owner/developer of Parcel 2 shall have the right to apply to the City for an amendment to this PUD in order to, among other things, convert, as needed for the owner/developer’s proposed development of Parcel 2, some or all of the foregoing land uses to other land uses on Parcel 2; provided that the impacts of those proposed land uses do not exceed the impacts of the land uses and densities set forth hereinabove.
3. All terms, conditions and provisions of the Development Agreement are incorporated into this Ordinance; provided, however, to the extent of a conflict between this Ordinance and the Development Agreement, this Ordinance shall control and prevail.
4. **Phasing of Development:** The Property, and each Parcel therein, may be developed in one or more phases. Development of 330 multi-family dwelling units on Parcel 1 shall be Phase 1. Development of up to 75,000 square feet of medical office on Parcel 2 shall be Phase

CITY OF CLERMONT
ORDINANCE NO. 2022-033

- 2, and development of up to 77,500 square feet of commercial, retail and offices and the development of 270 multi-family units, subject to the limitations and provisions of this PUD, as aforesaid, shall be Phase 3.
5. The project on Parcel 1 may have a maximum cut of up to 35 feet over 17% of the multi-family area, as indicated on the Clonts Groves PUD Cut/Fill Exhibit attached hereto as **Exhibit C**. These changes will be submitted to the City Engineer at the time of final engineering of Parcel 1.
 6. The project on Parcel 1 may have a maximum fill of up to 12 feet over .5% of the project area, as indicated on the Clonts Groves PUD Cut/Fill Exhibit. These changes will be submitted to the City Engineer at the time of final engineering.
 7. Development Standards for Parcel 1 shall be consistent with Section 2.1.3 (c) Multi-Use District Development Standards, except as otherwise set forth in this PUD.
 8. Retaining wall heights up to 8 feet in height are allowed to deal with grading on the site.
 9. Development shall meet the City of Clermont Land Development Regulations, unless otherwise specified within this PUD.
 10. An environmental assessment addressing habitat and species for Parcel 1 shall be submitted to the City during the construction plan approval stage for the development on Parcel 1. An environmental assessment addressing habitat and species for Parcel 2 shall be submitted to the City during the construction plan approval stage for the development of each phase on Parcel 2. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the Property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
 11. School concurrency shall be met before final site plan approval on Parcel 1 in accordance with the Comprehensive Plan and Land Development Code.
 12. This PUD shall become null and void if substantial construction work on either Parcel 1 or Parcel 2 has not begun within two (2) years of the date that this Ordinance No. 2022-033 has been formally adopted by the City and all appeal periods have expired. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion of construction.
 13. Trash compacters may be substituted for dumpsters on the Property if the applicant can demonstrate it can sufficiently meet the waste demands for the proposed project, subject to City Manager approval, or designated staff. Solid Waste and Recycling collection service shall be provided by a private vendor. City does not provide service to large Multi-family developments.
 14. The final architectural design shall be reviewed during the site review process for each Parcel. The design shall meet the City of Clermont Architectural Standards, adopted



CITY OF CLERMONT
ORDINANCE NO. 2022-033

October 23, 2007, or as amended. The Developer of Parcel 1 has provided general elevations, as shown in **Exhibit D**, and the project shall be designed closely to resemble these elevations.

15. The owner/developer of each Parcel shall enter into a Proportionate Share Transportation Impact Fee Credit Agreement (the “Agreement”) with Lake County, Florida (the “County”) prior to the issuance of any site development or building permit on their respective Parcel; provided, however, notwithstanding the foregoing, if required by the City and/or the County that there should be a single Agreement for the Property that includes the development of Parcel 1 and Parcel 2, the owner/developer of Parcel 1 and the owner/developer of Parcel 2 shall work together in good faith and with reasonableness in order to achieve and satisfy such requirement. Among other things, the Agreement will require the owner/developer of each Parcel to fund their respective proportionate share, as determined by a traffic impact study approved by the City, prior to and as a condition of issuance of a building permit for any development on their respective Parcel, the improvements for right-of-way, design, permitting, and construction of roadways, traffic signals, intersection improvements for Transportation impact fee credits based upon the following priorities that have not already been satisfied:
 - i. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Wellness Way;
 - ii. Design, permitting, and/or construction of Wellness Way from US 27 to the Orange County line as either the preliminary two lane roadway or the ultimate four lane roadway;
 - iii. Construction of Hancock Road from Wellness Way to the entrance of the Hartwood Landing Subdivision south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
 - iv. Design, permitting, and/or construction of a traffic signal at the intersection of US 27 and Wellness Way; or
 - v. As may be stipulated in the Agreement.
16. Any requirement for the owner/developer of Parcel 1 and the owner/developer of Parcel 2 to be responsible for their proportionate share, based upon the actual cost at the time of construction, of any traffic signals that serve the Property, such as Wellness Way, if warranted, will be addressed in the Agreement.
17. On-going Project Traffic Analysis - Prior to phases 2 and 3, additional analysis of the intersections along Wellness Way shall be conducted to ensure the intersection can operate efficiently with the project trips. A new traffic study for Phases 2 and 3 will be required to be conducted to determine if any additional mitigation/modifications are required based on the actual background and constructed Phase(s) traffic generation. The developer and city staff must meet and agree to the methodology and study intersections prior to any new analysis or data collection occurring. The general design and timing of any additional required mitigation/ modifications identified by the new traffic study must be detailed and approved by the City of Clermont and/or Lake County, prior to the approval of any site plan for the next phase of development.

18. N. Bradshaw Road, from Wellness Way to the south property line, shall be constructed consistent with figure 3.3.1 (a1) Neighborhood Connector Typical Section. This section of N. Bradshaw Road will be dedicated to the public upon completion and acceptance by City and privately maintained in perpetuity by the Developer, its assigns and transferees, a property owners association or community development district. The first lift of asphalt for N. Bradshaw Road shall be completed prior to the certificate of occupancy for any building constructed on Parcel 1 and the final lift of asphalt for the road shall be completed prior to the certificate of occupancy for the last building on Parcel 1; provided, however, a 6 foot sidewalk along the west right-of-way of N. Bradshaw Road shall not be required to be constructed until the development of Phases 2 or 3. A 12 foot multi-use trail shall be provided along the east right-of-way of N. Bradshaw Road in lieu of a 6 foot sidewalk along such eastern right-of-way boundary.
19. Prior to issuance of any site development permit, the Developer shall provide written documentation to the City showing elevations and future road connections to: (i) Epic Boulevard from N. Bradshaw Road and (ii) the internal east/west road connecting to the Olympus property (to the east). The documentation shall indicate that the Developer and the Olympus Developer, or designee, agree to the connection points, proposed elevations and any other material road connection design criteria.
20. All development shall comply with all applicable County and Florida Department of Transportation access management requirements. The final access points for each Parcel shall be determined during the final site plan and final engineering review for the respective Parcel and may change from the conceptual plan.
21. All internal lighting to the PUD shall be Dark Sky compliant. N. Bradshaw Road shall be designed and constructed with street lighting consistent with Dark Sky standards and fixture design criteria established by Lake County.
22. In accordance with Section 21 of the Development Agreement, the owner of Parcel 2 agrees to remove, or cause to be removed, the existing communication tower no later than December 31, 2032.
23. The property management office of the owner/developer of Parcel 1 and the owner/developer of Parcel 2 shall prominently notify tenants and/or potential tenants of their respective Parcels in writing that (i) mining activities are in the vicinity and there are sounds, fugitive dust particles and other potential hazards that may be encountered periodically resulting from the existing sand mine, and (ii) the Property is located within the Lake Louisa State Park Smoke Shed and at times less than desirable conditions may exist due to controlled burning.
24. The landscaping along the road right-of-ways shall be consistent with Chapter 118 Vegetation for the plant material consisting of three canopy trees, five understory trees and a continuous hedge. The final design may be subject to the Wellness Way design guidelines for landscaping, as prepared by GAI.



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25. Landscaping/Hardscaping/Lighting within the road right-of-ways shall be designed consistent with the Landscape/Hardscape/Lighting standards for Wellness Way, as prepared by GAI and approved by Lake County.
26. The landscaping in the public view shed at the Wellness Way and Bradshaw Road location shall be enhanced above and beyond minimum code standards by at least 40% more plant material. This plantings shall be consistent with the renderings in Exhibit E, prepared by Polulos & Bennett, dated 12/20/2022.
27. Fire protection to the site shall be provided prior to the issuance of the first building permits and shall be reviewed and approved by the City of Clermont Fire Department.

SECTION 4: PUBLIC SERVICES

1. The Developer shall connect to the existing City potable water and sanitary sewer systems at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site potable water and sanitary sewer systems improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations, property for city maintained facilities and other appurtenances necessary to allow the City to serve the property.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.
6. Except for building slabs, no vertical building construction shall be authorized until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements.
7. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed with purple piping to irrigate all uses.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.



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10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City.
11. 10 feet utility lateral line easements may be used in lieu of 15 feet in order to accommodate standard 10 feet building separation.
12. Lift station access shall meet all City criteria.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.
14. The project buffer areas shall comply with Section 5.1 of the Wellness Way Guidelines and Standards.
15. Developer or its assigns shall be responsible for providing irrigation to its respective Parcel via a well or other means approved by the City Public Services Director, or designee.
16. All construction shall incorporate Water Sense plumbing fixtures, Energy Star appliances, and Water Star Silver requirements consistent with Section 5.4 of the Wellness Way Guidelines and Standards.
17. No Certificate of Occupancy shall be issued until potable water and sanitary sewer improvements to serve the respective Parcel have been completed and accepted by the City.

SECTION 5: CONFLICT

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

SECTION 6: SEVERABILITY

Should any Section or part of this Ordinance 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 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



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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. Recording fees will be at the expense of the applicant.

SECTION 9: 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.



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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of January 2023.

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 ORDINANCE NO. 2022-033

Exhibit A: PUD Conceptual Plan





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Exhibit B:
Development Agreement

(Included on nine (9) pages following)



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INSTRUMENT#: 2020008646 OR BK 5409 PG 1579 PAGES: 9 1/22/2020 4:52:44 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$78.00

PREPARED BY:
Daniel F. Mantzaris, City Attorney
City of Clermont
332 N. Magnolia Ave.
Orlando, FL 32801

CLONTS GROVES, INC., DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the 22 day of October, 2019, between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose St. Clermont, FLORIDA 34711 (the "City"), and CLONTS GROVES, INC., a Florida Corporation, whose mailing address is P.O. BOX 622916 OVIEDO, FLORIDA 32762-2916 (the "Owner").

RECITALS

1. Owner desires to annex into the City of Clermont approximately 55.08 acres of property currently located in unincorporated Lake County, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property").
2. The Property contains 55.08 acres currently zoned "A" in unincorporated Lake County, Florida.
3. The Property contains 55.08 acres with a future land use designation on the Lake County Future Land Use Map as "Lake County Wellness Way Area Plan 1."
4. Owner has filed applications for annexation and amendment to the City's Comprehensive Plan.
5. Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Clermont has determined that the proposal for development of the Property presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
7. The property is within the City's Chapter 180, Florida Statutes, utility district, and Developer has requested and City desires to provide water and sewer as well as other municipal services to the Property.
8. Owner and City believe that it is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Clermont, Florida, and, therefore, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:



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Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Authority. This Agreement is entered into under the authority of the City's Code and under the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

Section 3. Conditions Precedent. Owner has filed an annexation petition and the City has initiated the process to approve this Agreement and annex the Property in accordance with the laws of the State of Florida. It is understood and agreed to by the City and the Owner that neither the annexation petition or this Agreement shall be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and adopts an ordinance annexing the Property into the corporate limits of the City; and b) City adopts a comprehensive plan amendment implementing or related to the Agreement after review by the state land planning agency in accordance with the applicable Florida Statutes. The parties hereto understand and acknowledge that the City is in no way bound to annex the Property. The City shall have the full and complete right to approve or deny Owner's Petition for Voluntary Annexation.

Section 4. Legal Description / Ownership. The Property has approximately 55.08 acres of land property currently located in unincorporated Lake County, Florida, described and depicted in Exhibit "A" attached. The Property is owned by CLONTS GROVES, INC., a Florida Corporation, whose mailing address is P.O. BOX 622916 OVIEDO, FLORIDA 32762-2916.

Section 5. Duration of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 6. Development Uses. Except as modified in this Agreement or with a future Planned Development zoning, which will be subject to City approval after public hearings and Florida Department of Economic Development ("DEO") review and the City's Mixed-Use future land use category, and for as long as this Agreement is in effect, the Property may continue to be used for agricultural purposes until such time as rezoned to PUD in the City.

Anticipated Population. The anticipated population for the property with 600 multi-family housing with 2.42 persons per household would equate to 1,452.

Building Intensities / Density. The allowed density shall be twelve (12) dwelling units per net developable acre as defined by the City of Clermont Land Development Regulations. Net developable acres will be based on the total acreage less the greatest extent of the combined 100 year flood and wetland areas.

Retail Commercial Shopping Center. A Retail Commercial Shopping Center including, but not limited to, commercial, retail, multi-family, and office uses consisting of one hundred fifty-two thousand five hundred (152,500) square feet will be developed by Owner in accordance with the City of Clermont Land Development Regulations.

Building Height. The maximum height for any building shall be fifty-five (55) feet.



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Section 7. Required Public Facilities.

Water, Wastewater, and Reuse Water. Owner and their successors and assigns agree to obtain water, reuse water for irrigation to supplement irrigation not available by stormwater water retention areas, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines), pay all applicable impact and connection fees, and pay and construct or cause to be constructed the extension of facilities from City's current point of connection and subject to the City of Clermont Land Development Regulations. The timing of the required improvements shall coincide with the development schedule to assure public facilities are available concurrent with the impacts of the development. The Owner has been working with and will continue to work with the surrounding property owners and the City to develop a plan for the provision of utilities to the Property.

Transportation. Owner and their successors and assigns agree to continue to work with the City and the surrounding property owners in the development of the Wellness Way Area Road Network to serve the Property and improve connectivity for the surrounding properties. In addition, at such time as may be requested by City, Owner shall pay for a traffic impact study by a traffic consultant selected by City.

The Developer shall enter into a Transportation Impact Fee Credit agreement with Lake County and the City of Clermont prior to site plan approval, subject to final approval by FDOT, Lake County and the Lake-Sumter MPO. The Agreement may require the Developer to fund improvements for Conserv right-of-way, design and permitting of roadways and/or construction of roadways for Transportation impact fee credits based upon the following priorities:

- i. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Wellness Way;
- ii. Design and permitting of Wellness Way from US 27 to the Orange County line as a four lane roadway;
- iii. Construction of Wellness Way from Hancock Road to the Orange County line as the first two lanes of the ultimate four lane roadway;
- iv. Payment in escrow to Lake County for the acquisition of the four lane right-of-way from Conserv for Hancock Road;
- v. Design and permitting of Hancock Road from Wellness Way to the northern boundary of the Conserv property as a four-lane roadway;
- vi. Construction of Hancock Road from Wellness Way to the entrance of the Fuqua project south of Hartwood Marsh Road as the first 2-lanes of the ultimate 4-lane roadway;
- vii. Construction of the 3rd and 4th lanes of Wellness Way from US 27 to the Hancock/Schofield intersection;

The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.

Grading. Due to the grades and elevations on the site and the transition from one site to another site, the necessity to construct a safe transportation network with proper site distances, and geometry on the property to serve not only the needs of the residents, but those of the traveling public, the City agrees to work with the Owner to achieve this purpose which may or may not result



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in a waiver of the City's current Code Requirements. Any such waivers or variances shall be subject to approval in accordance with the City Code.

Section 8. Dedication of lands for public purposes. The Owner shall dedicate lands for public purposes as required in the Land Development Regulations of the City of Clermont and as determined by City and without entitlement to compensation and/or impact fee credits. The Owner / Developer will provide a minimum of open space on the Property as required by the City of Clermont Land Development Regulations. Open Space is defined to include all areas maintained by the HOA or POA, 100 year Flood Areas, Wetlands, Stormwater Ponds, and Buffer Areas. Within the Open Space the Owner will provide for active recreation as required by the City of Clermont Land Development Regulations.

Section 9. Local Development Permits / Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. Local permits needed shall include but in limited to:

Environmental. Owner will comply with all local, state, regional, and federal requirements regarding any environmental issues affecting the Property.

Stormwater Management. The Owner agrees to provide at Owner's expense, a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. Johns River Water Management District.

Concurrency. A complete concurrency study conforming to the City of Clermont Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency studies conducted reflect all planned and approved development in the area.

Section 10. Development Permitting. Owner agrees that all proposed development permitting will be consistent with the City of Clermont's comprehensive plan and land development regulations. Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 11. Public Health Safety and Welfare of Citizens. The Owner shall establish a Homeowner's Association (HOA) and/or a Property Owner's Association (POA) and initially be responsible and thereafter the HOA or POA shall be responsible for the maintenance and operation of all stormwater retention areas, stormwater ponds, common area landscaping, street lights, parks, community centers, recreational areas, sidewalks, paths, pathways, and trails and any other improvements or facilities for which maintenance has not expressly been assumed by City.

Developer shall delineate this responsibility within any declaration of restrictive covenants and restrictions and in compliance with Chapter 720, Florida Statutes. Such covenants and restrictions shall be recorded at the time of the final plat and prior to the sale of any lots within the Property.

Section 12. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner/Developer from complying with the law governing said permitting requirements, conditions, terms or restrictions.



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Section 13. Parks and Recreation Fees. Owner shall comply with all City regulations regarding parks and recreation fees of the City of Clermont Land Development Regulations.

Section 14. Lighting. All exterior lighting shall comply with the criteria of dark sky standards and shall be arranged to reflect light away from dwelling units to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 15. Landscaping/Buffers. To the greatest extent feasible, Developer shall use drought tolerant species in all common areas. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations or as may be amended in the future. Further, the Developer agrees to make specifications within any declaration of restrictive covenants for the Property that landscaping installations provide for drought tolerant and low water consumption plantings following the guidelines of "Florida Friendly Landscaping."

Section 16. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 17. Enforcement/Effectiveness. A default by either party under this agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. However, both parties acknowledge that any land use or development provisions of this Agreement shall not be effective or implemented unless and until the amendment to the City's comprehensive plan is found in compliance by the DEO, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until the necessary comprehensive plan amendment is adopted by City and approved by DEO.

Section 18. Governing Law. This agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 19. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. Within thirty (30) days of the execution of this Agreement, Developer shall record this Agreement in the Public Records of Lake County, Florida, whereupon, the rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 20. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 21. Communication Tower. The Owner agrees to remove the existing communication tower at a specified time as determined by the City Council when the property is rezoned to a PUD.

Section 22. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.



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Section 23. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address at the parties shall provide from time to time:

As to City:	Gail Ash, Mayor City of Clermont 685 W. Montrose Street Clermont, FL 34711 352-241-7358
Copy to:	Darren Gray, City Manager City of Clermont 685 W. Montrose Street Clermont, FL 34711 352-241-7358 Daniel F. Mantzaris, City Attorney 332 N. Magnolia Avenue Orlando, Florida 32801 407-992-3540
As Owner	Clonts Groves Inc. Attn: W. Rex Clonts P.O. BOX 622916 Oviedo, Florida 32762-2916
Copy to:	Akerman LLP Attn: Cecelia Bonifay, Esquire 420 S. Orange Ave., Suite 1200 Orlando, FL 32801 407-419-8540

Section 24. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.



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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

By:

City Clerk

Name:

As its:

Date: 10-22-2019

Date: 10-22-2019

Approved as to form:

Daniel F. Mantzaris, City Attorney

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]



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CLONTS GROVES, INC.,
A Florida Corporation

Witnesses:

Dakota R. Hancak

Name: Dakota R. Hancak

Cynthia D. Blackwood

Name: Cynthia D. Blackwood

By: W. Rex Clonts

Name: W. Rex Clonts

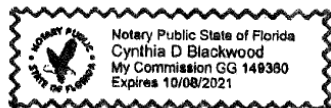
As its: President

Date: 11/7/19

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7th day of November, 2019, by **W. Rex Clonts** on behalf of **Clonts Groves, Inc., a Florida Corporation**. He is personally known to me or has produced _____ (type of identification) as identification and (did/did not) take an oath.



Seal

Cynthia D. Blackwood
Signature of Notary Public

Cynthia D. Blackwood

Type or Print Name

My Commission Expires: 10-08-2021

Commission No. GG 149360



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EXHIBIT "A"

LEGAL DESCRIPTION:

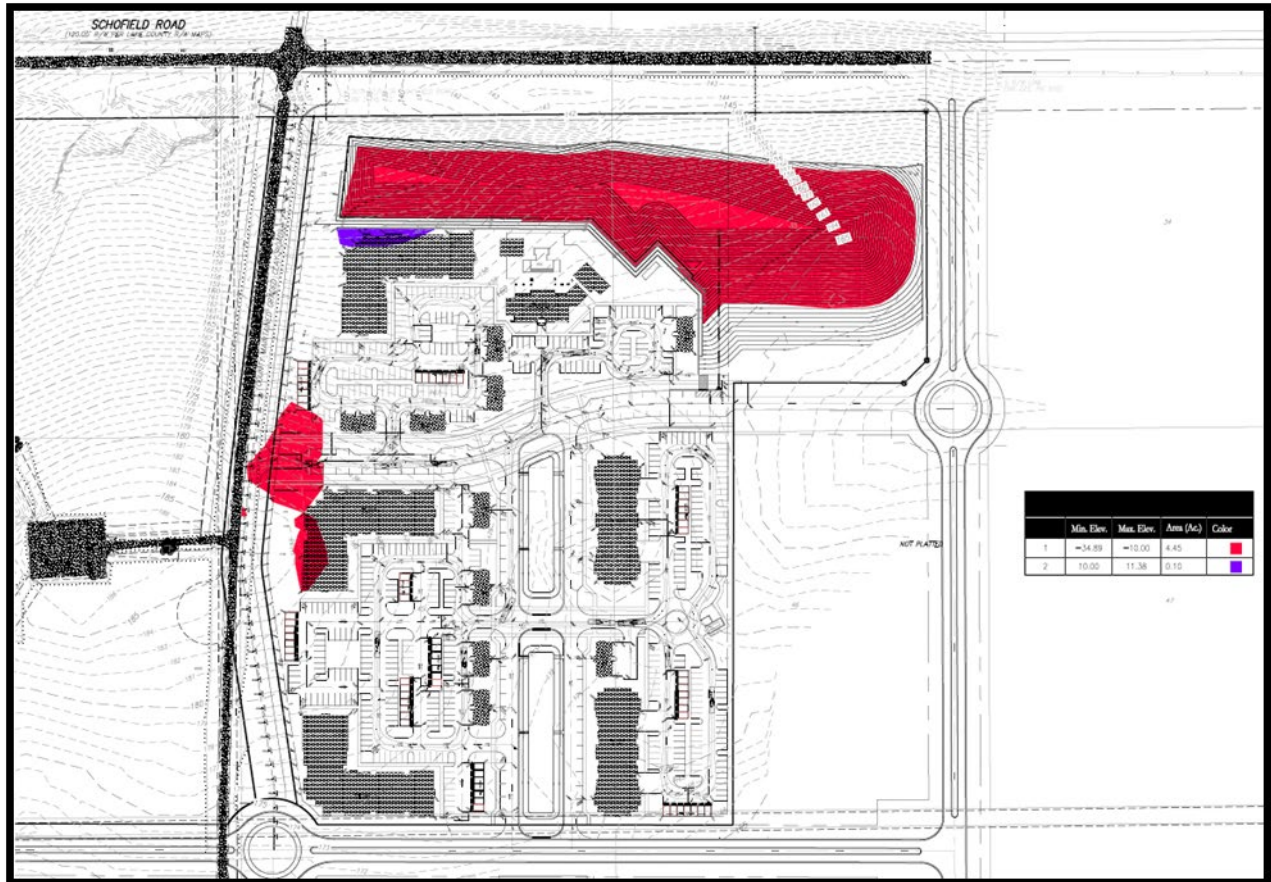
ALL OF TRACT 44, A PORTION OF TRACTS 35, 36, 37, 39, 40, 41, 45 AND 46, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND A PORTION OF THAT CERTAIN PARTIALLY UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 36 AND 45; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1693.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 87.46 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 546.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,399,470 SQUARE FEET OR 55.08 ACRES MORE OR LESS.

CITY OF CLERMONT
ORDINANCE NO. 2022-033

Exhibit C:
 Clonts Groves PUD Cut/Fill Exhibit



CITY OF CLERMONT
ORDINANCE NO. 2022-033

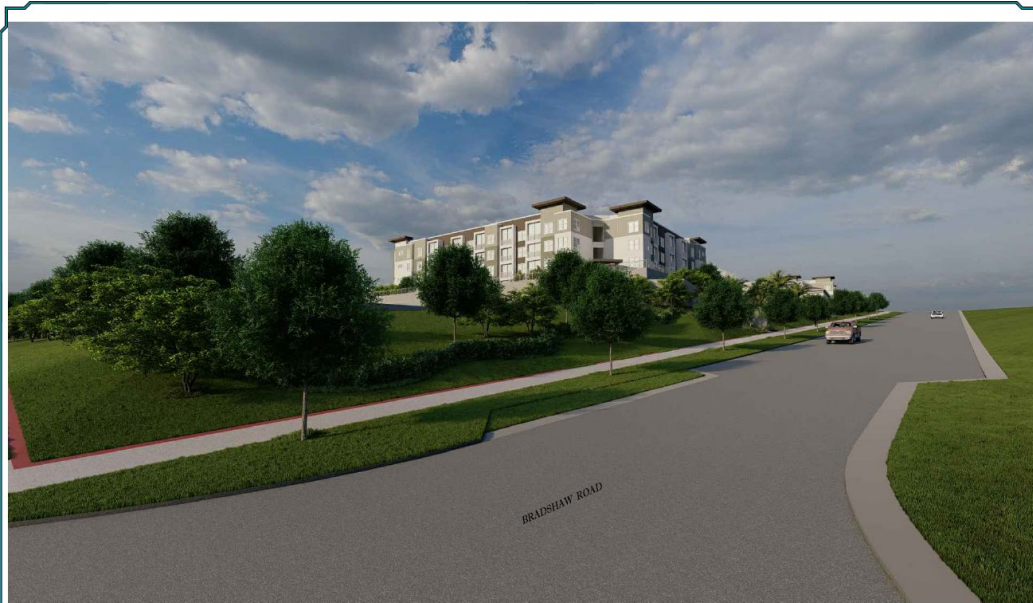
Exhibit D:
Sample Elevation



Exhibit E:
Public Realm/Open Space Renderings



CITY OF CLERMONT
ORDINANCE NO. 2022-033



Disclaimer:
1. This image plan is intended to represent a conceptual rendering of the proposed project and is not intended to be used for any legal or financial purposes. The City of Clermont is not responsible for any errors or omissions in this rendering and is not providing any warranty or guarantee of accuracy.

December 20, 2022
P. & B. Inc. Inc. 11/20/22

Perspective View 2

Integra Wellness Way

POULOS & BENNETT
Civil/Structural Engineers, Inc. 2002



Disclaimer:
1. This image plan is intended to represent a conceptual rendering of the proposed project and is not intended to be used for any legal or financial purposes. The City of Clermont is not responsible for any errors or omissions in this rendering and is not providing any warranty or guarantee of accuracy.

December 20, 2022
P. & B. Inc. Inc. 11/20/22

Perspective View 3

Integra Wellness Way

POULOS & BENNETT
Civil/Structural Engineers, Inc. 2002



CITY OF CLERMONT
ORDINANCE NO. 2022-033







Planned Unit Development
for
Clonts Parcel
City of Clermont, Florida

LEGAL DESCRIPTION:

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY); THENCE CONTINUE S00°13'39, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1735.91 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 3.93 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55"; A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,275,197.41 SQUARE FEET OR 52.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION (Residential Area):

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°51'10", A CHORD BEARING OF N69°18'01"W AND A CHORD DISTANCE OF 114.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.86 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

CONTAINING: 1,192,125 SQUARE FEET OR 27.37 ACRES MORE OR LESS.

Planner/Civil Engineer:

Poulos & Bennett, LLC
2602 E. Livingston St.
Orlando, FL 32803
407.487.2594

Surveyor:

Dewberry
131 West Kaley St.
Orlando, Florida 32806
321.354.9826

Transportation Consultant:

Luke Transportation Engineering Consultants
29 East Pine Street
Orlando, FL, 32801
407.423.8055

Parcel Id. No.:
21-23-26-0004-000-00900
Alternate Key: 1462436

Property Address
8325 N. Bradshaw Road
Clermont, FL 34711

Owner
Clonts Groves Inc.
P.O. Box 622916
Oviedo, Florida 32762

Agent
Poulos & Bennett, LLC
2602 E. Livingston Street
Orlando, FL 32803
407.487.2594



Vicinity Map
Scale: 1" = 2,000'

Sheet Index			Subm./Rev.						
Sheet Id.		Sheet Title	1	2	3	4	5	6	7
C1.00	-	C1.10	Existing Conditions		■	■	■	■	
C2.00		Wellness Way Area Plan	■	■	■	■			
C3.00	-	C3.20	Land Use Plan & Standards		■	■	■	■	
C4.00	-	C4.10	Open Space & Park Space System		■	■	■	■	
C5.00		Typical Roadway Sections	■	■	■	■			

Attachments

1	-	4	Plat of Boundary & Topographic Survey				■	■	■	■
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Rev.	Date	Description
1	05/26/2022	Submit to City of Clermont
2	06/28/2022	Resubmit to City of Clermont
3	07/08/2022	Resubmit to City of Clermont
4	08/11/2022	Resubmit to City of Clermont
5	12/14/2022	Resubmit to City of Clermont

POULOS & BENNETT

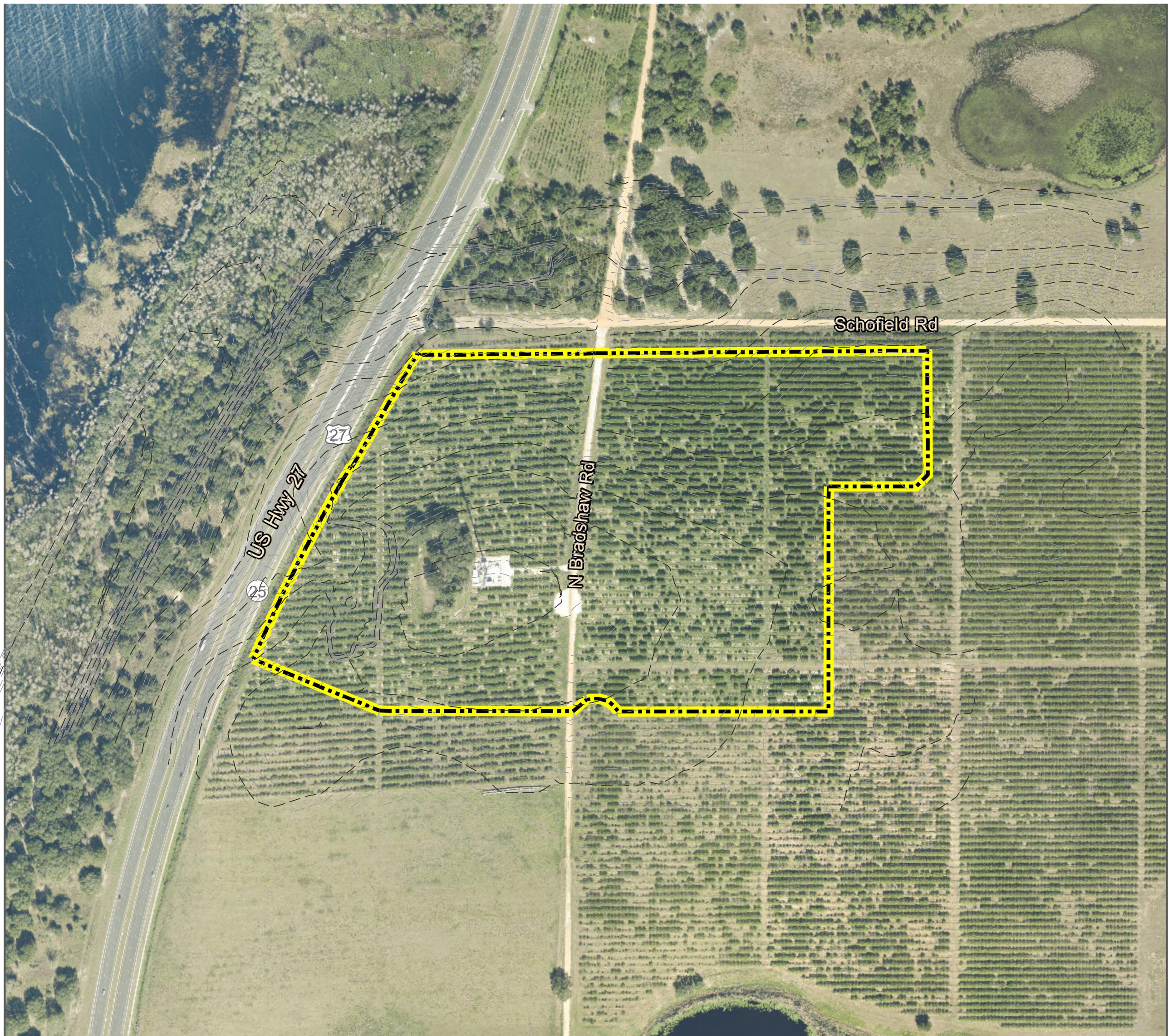
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567



Soils Map (1"=200')

Soil Classification		
Soil #	Soil Name	Hydro. Group
21	Lake Sand 0-5 % Slopes	A
22	Lake Sand 5-12% Slopes	B/D

Source: Soil Survey of Lake County, FL N.C.R.S.



Aerial and Topography Map (1"=200')



Key Map:

Consultant:

5	12/14/2022	RESUBMIT TO CITY OF CLERMONT
4	08/11/2022	RESUBMIT TO CITY OF CLERMONT
3	07/08/2022	RESUBMIT TO CITY OF CLERMONT
2	06/28/2022	RESUBMIT TO CITY OF CLERMONT
1	05/26/2022	SUBMIT TO CITY OF CLERMONT
NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=200'

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

EXISTING
CONDITIONS

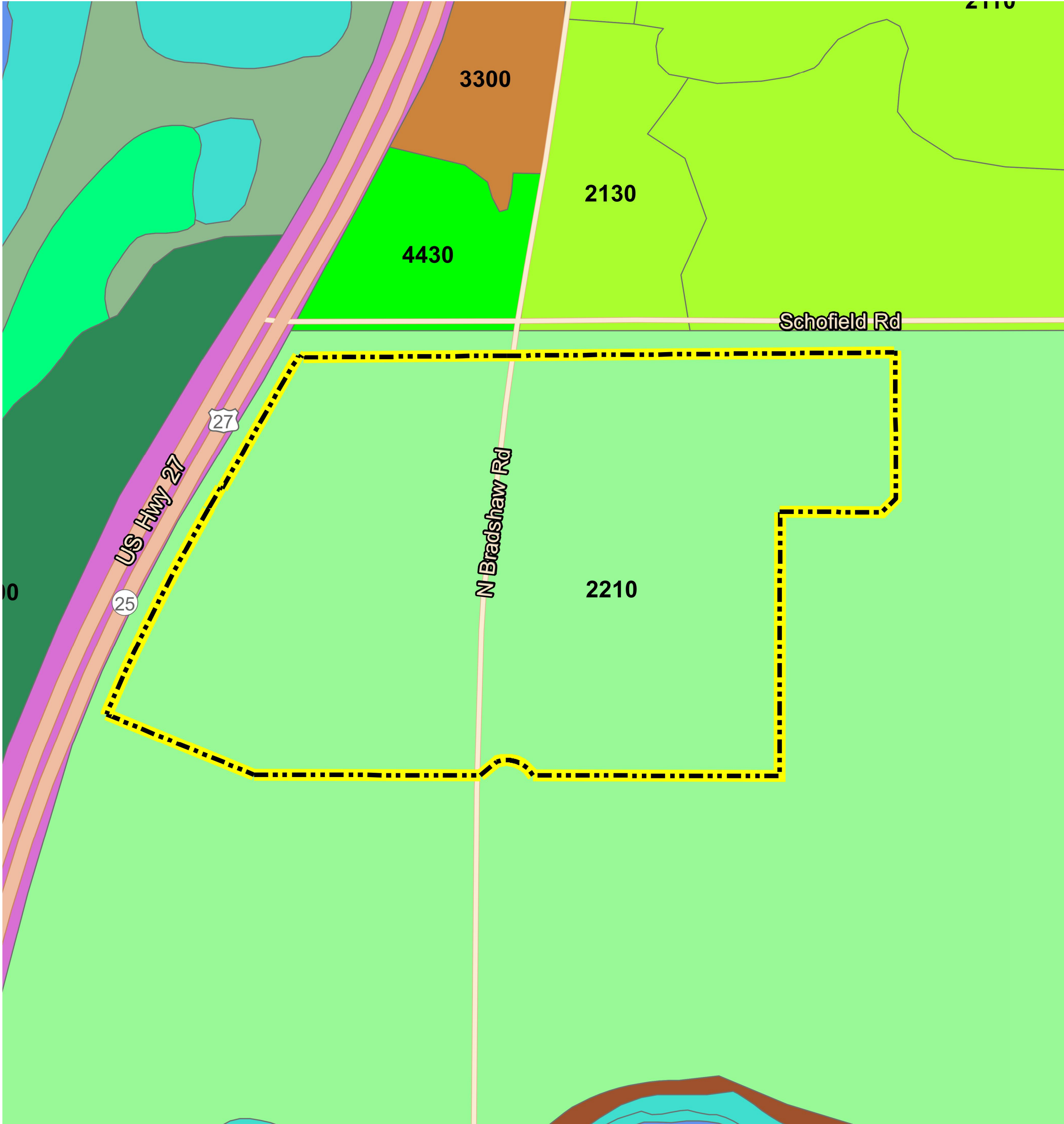
Sheet No.:

C1.00

DATE: December 14, 2022



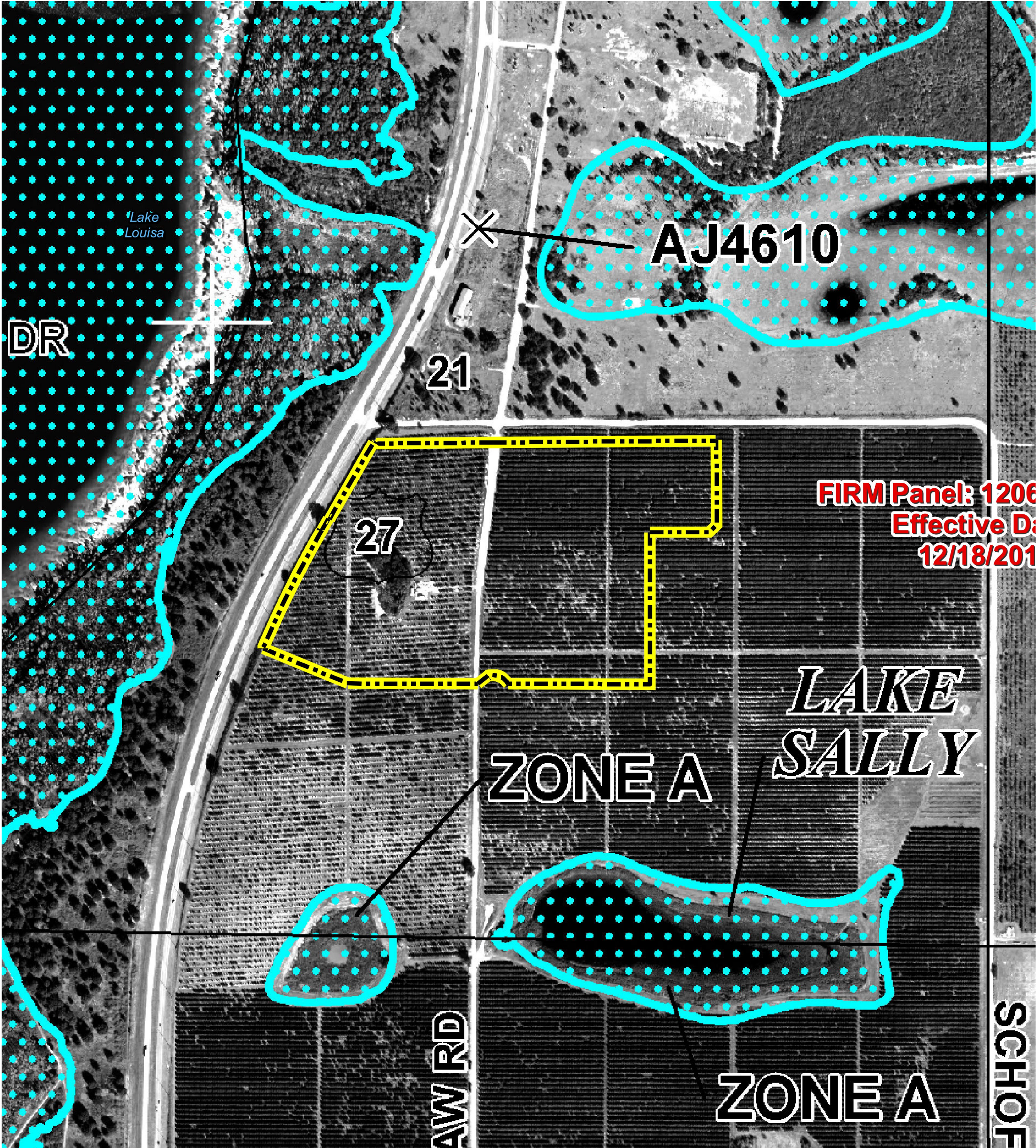
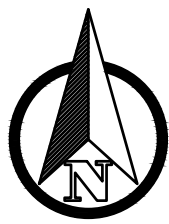
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Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567



FLUCCS Map (1"=300')
Source: State Land Use Land Cover 2012-2017, Florida Department of Environmental Protection.

FLUCFCS Classification	
FLUCFCS #	FLUCFCS Name
2210	Tree Crops

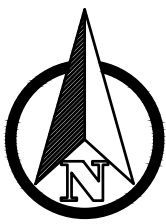
Source: State Land Use Land Cover 2012-2017, Florida Department of Environmental Protection.



FEMA Floodplain Map(1"=400')

FEMA Flood Classification	
Zone	Zone Description
X	Areas of minimal flood hazard, determined to be outside the 500 year flood plain

Source: FEMA Map Service Center, Orange County, Florida, Map No. 12095C0375F dated 9/25/2009.



Key Map:

Consultant:

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VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		AS SHOWN

Project Name:
Clonts Parcel PUD

Jurisdiction:
CLERMONT, FL

Sheet Title:
**EXISTING
CONDITIONS**

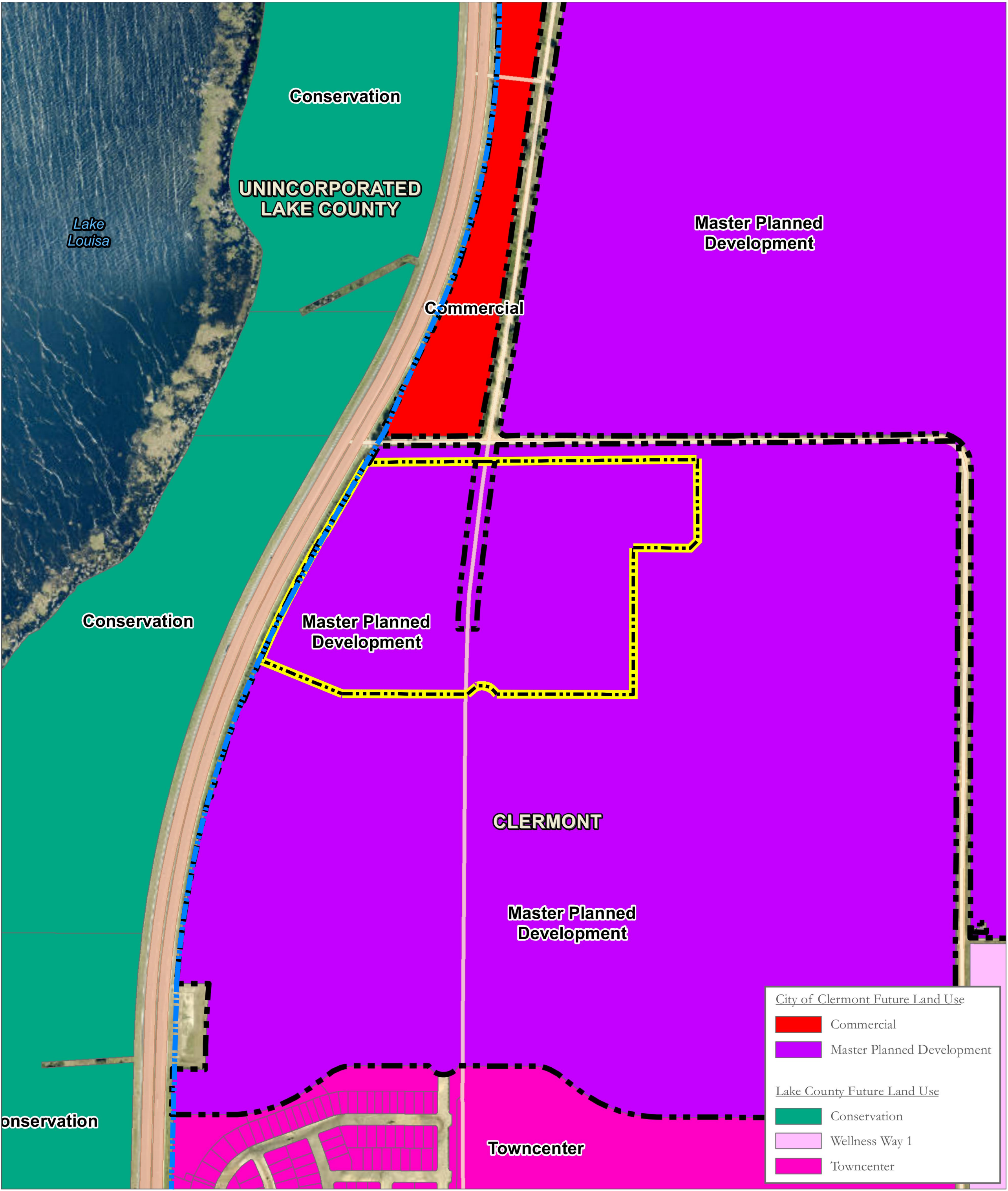
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C1.10

DATE: December 14, 2022

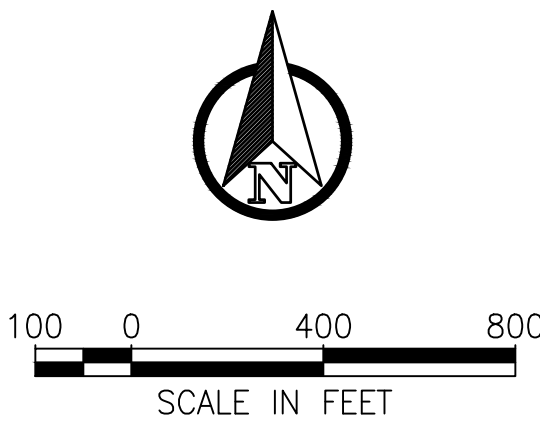
POULOS & BENNETT

Poulos & Bennett, LLC
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Tel. 407.487.2294 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2022\22-009 INTERA - WELLNESS WAY - CLONTS PROJ\CAD\PRELIMINARY\PD\22-009-PD-CP



- PUD Boundary
- Wellness Way Area Plan Boundary
- Municipal Boundary



Key Map:

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DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=400'

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

Wellness Way Area Plan

Sheet No.:

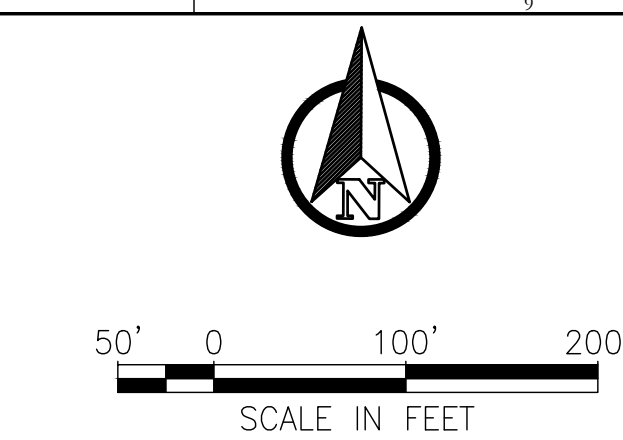
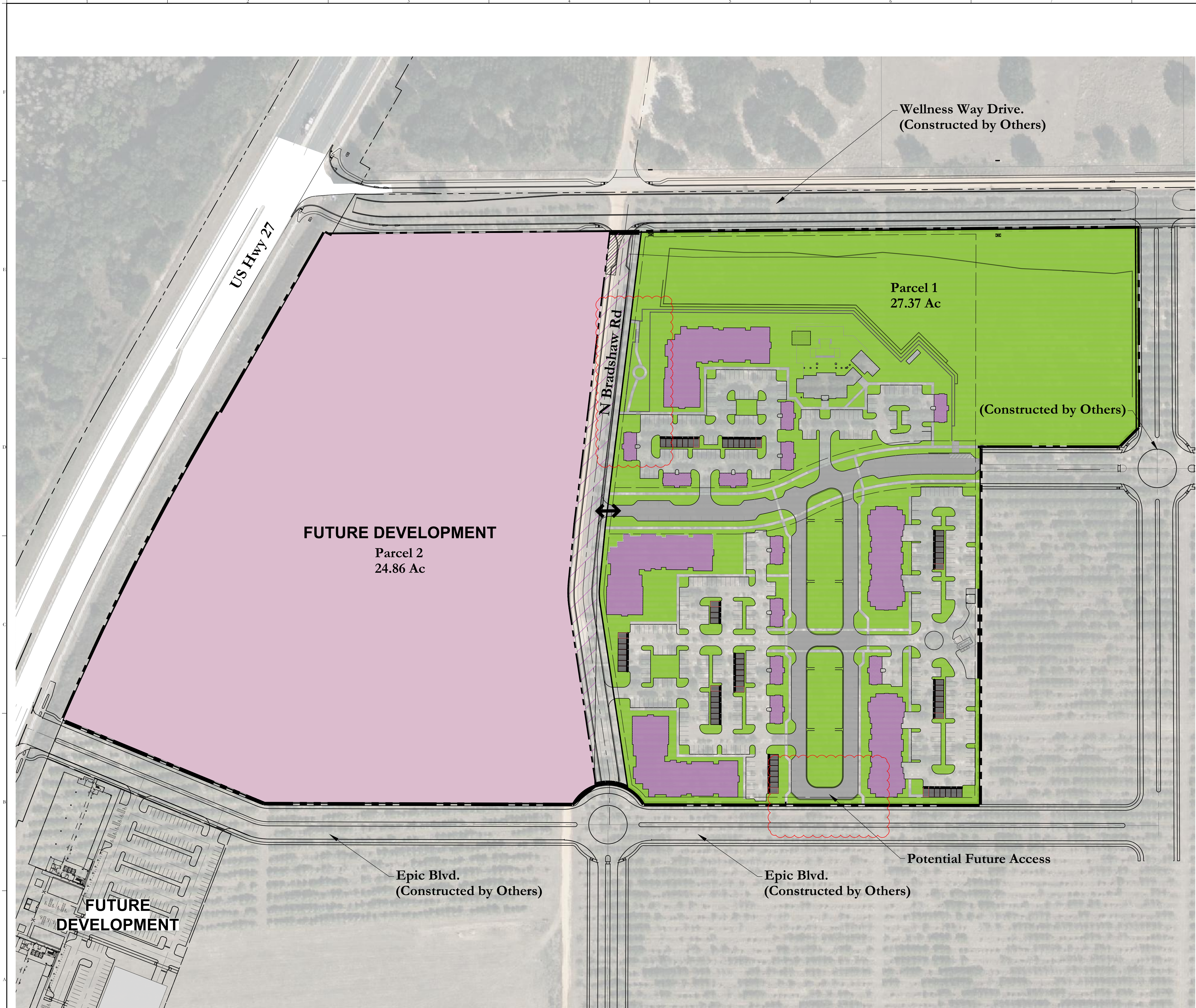
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DATE: December 14, 2022

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Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2022\22-009 INTEGRA - WELLNESS WAY - CLONTS PROP\CA0\PRELIMINARY\PD\22-009-PD-LUP



Legend

- PUD Boundary
- Parcel Boundary
- Multifamily Building
- Open Space
- Future Development
- Garages
- ROW
- ↔ Full Access Point*
- Restricted Access Point*

Note:
* Final location of access points will be determined at final site plan.

Key Map:

Consultant:

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JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'

Project Name:
Clonts Parcel PUD

Jurisdiction:
CLERMONT, FL

Sheet Title:
Land Use Plan

Sheet No.:
C3.00

Seal:

R. LANGRISH BENNETT
P.E. NO. 005098
DATE: **December 14, 2022**



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2022\22-009 INTEGRA - WELLNESS WAY - CLONTS PROP\CAD\PRELIMINARY\PD\22-009-PD-LUP

Site Data

Site Information

Parcel I.D. #	21-23-26-0004-000-00900
Current FLU:	Master Planned Development
Current Zoning:	UT - Urban Transition District
Proposed Zoning:	PUD

Developable Land Summary (Acres)

Gross Land Area(before Schofield Rd dedication):	55.6 ac
Schofield Rd dedication	3.4 ac
Net Land Area:	52.2 ac

Stormwater Management

The project will meet the requirements of City of Clermont and the St. Johns River Water Management District for stormwater management.

Project Phasing

The project will be phased. Phasing will be identified at Preliminary or Final Site Plan, as appropriate.

Signage

Onsite signage will be in accordance with City of Clermont Code of Ordinances.

Parking Requirements

Off-street parking will be provided in accordance with the City of Clermont Land Development Regulations.

Active Recreational Area Requirements

Residential recreational area requirements shall comply with code.

Landscaping

All new development must provide landscaping in accordance with the City of Clermont Land Development Regulations, as amended. Use of native and waterwise landscaping and LID design techniques are encouraged where practicable.

Landscape Irrigation

Landscape irrigation will be provided primarily by re-use water. Another type of non-potable water supply may be used for landscape irrigation if re-use water is not available to the PUD.

Lighting

All development will adhere to dark sky standards.

Utilities

Potable Water:	City of Clermont
Wastewater:	City of Clermont
Reclaimed Water:	City of Clermont

Authority & Conflicts

This document shall govern the development of property within the Clonts Parcel PUD. In an instance where there is a conflict with existing County codes, this document shall control. When these PUD documents do not address a specific standard, the standard in the City LDC and Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook) shall be applied. Terms are considered to be defined as contained within the City of Clermont Land Development Code unless otherwise noted.

List of Permitted Uses

Residential Multi-family

Development Standards	
Lot Development Standards	MF*
Building Placement	
Front Build-to Zone ¹	0'-10'
Build-to-Zone Frontage ²	60%
Street Side Yard Minimum	10'
Side Yard Minimum	5'
Rear Yard Minimum	15'
Garage Setback Alley Load	N/A
Building Stories/Ft. Maximum	4/55'
Lot Width Minimum	100'
Minimum Living Area	500 sf

Student Generation Table						
			Generation Rate			
Parcel	Units	Type	ES	MS	HS	Total
1	330	MF	0.153	0.061	0.068	93
Project Total						93

Maximum Res. Density (per Development Agreement)

12 Du/ Ac

Net Buildable Acreage						
	Gross Parcel Acreage	Public R/W Dedication	Designated Open Space	Wetlands	Net Buildable Acres	Proposed Development Program
Parcel 1 (Res)	27.37		8.07	0	18.83	330 Dwelling Units
Parcel 2 (Future Development)	24.86		7.59	0	17.71	TBD
Schofield Rd (2019)	3.4	3.4				
Bradshaw Rd Ext		1.9				
TOTAL	55.63	5.3				

Net Buildable Acreage = Gross acres minus wetland acres minus water body acres minus designated open space

Schofield Rd right-of-way was conveyed to Lake County in 2019 per ORB 5299, PG 77

The Bradshaw Rd Ext r/w acreage is approximate. Subject to final design and permitting.

Waivers

A waiver from Section 94-195(d)(5) is granted to allow the maximum retaining wall height to be 8 ft in lieu of 6 ft.

Key Map:

Consultant:

5 12/14/2022 RESUBMIT TO CITY OF CLERMONT

4 08/11/2022 RESUBMIT TO CITY OF CLERMONT

3 07/08/2022 RESUBMIT TO CITY OF CLERMONT

2 06/28/2022 RESUBMIT TO CITY OF CLERMONT

1 05/26/2022 SUBMIT TO CITY OF CLERMONT

NO. DATE DESCRIPTIONS

SUBMISSIONS/REVISIONS

VERTICAL DATUM: NAVD 88

JOB NO.: 22-009

DESIGNED BY: RO

DRAWN BY: MA

CHECKED BY: PM

APPROVED BY: JE

SCALE IN FEET: N/A

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

Land Use Tables

Sheet No.:

C3.10

Seal:

R. LANCE BENNETT
P.L. NO. 005608
DATE: December 14, 2022

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2022\22-009 INTEGRA - WELLNESS WAY - CLONTS PROP\CAO\PRELIMINARY\PD\22-009-PD-LUP

Key Map:

Consultant:

Architectural Elevations *



Note:
* Residential elevations are provided to illustrate how the Residential Architectural Standards may be met in the PUD. Alternative residential elevations that meet the Architectural Standards provided herein may be used.

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CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		N/A

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

Residential Architectural Standards

Sheet No.:

C3.20

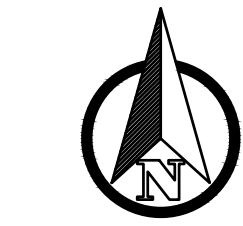
Seal:

R. LANGR BERNETT
P.E. NO. 009698
DATE: **December 14, 2022**



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2022\22-009 INTEGRA - WELLNESS WAY - CLONTS PROJ\CAD\PRELIMINARY\22-009-PP-CSS



50' 0 100' 200'
SCALE IN FEET

Legend

- PUD Boundary
- Parcel Boundary
- Open Space
- ROW
- ↔ Full Access Point*
- ➔ Restricted Access Point*

Acreage Provided	
Parcel 1	Parcel 2
6.56 Ac.	TBD
4.67 Ac.	TBD

Note:
* Final location of access points will be determined at final site plan.

Key Map:

Consultant:

5	12/14/2022	RESUBMIT TO CITY OF CLERMONT
4	08/11/2022	RESUBMIT TO CITY OF CLERMONT
3	07/08/2022	RESUBMIT TO CITY OF CLERMONT
2	06/28/2022	RESUBMIT TO CITY OF CLERMONT
1	05/26/2022	SUBMIT TO CITY OF CLERMONT
NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'

Project Name:
Clonts Parcel PUD

Jurisdiction:
CLERMONT, FL

Sheet Title:
Open Space System

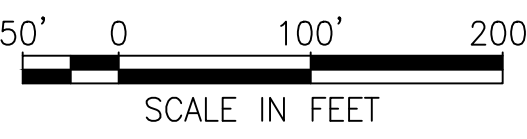
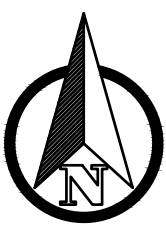
Sheet No.:
C4.00

DATE: December 14, 2022



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Z:\2022\22-009 INTEGRA - WELLNESS WAY - CLONTS PROJ\CAD\PRELIMINARY\22-009-PD-PAS



Legend

- PUD Boundary
- Parcel Boundary
- Open Space
- Green
- Plaza
- ROW
- ↔ Full Access Point*

Note:
 * Final location of access points will be determined at final site plan.

Key Map:

Consultant:

5	12/14/2022	RESUBMIT TO CITY OF CLERMONT
4	08/11/2022	RESUBMIT TO CITY OF CLERMONT
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1	05/26/2022	SUBMIT TO CITY OF CLERMONT
NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'

Project Name:
Clonts Parcel PUD

Jurisdiction:
 CLERMONT, FL

Sheet Title:
Park Space System

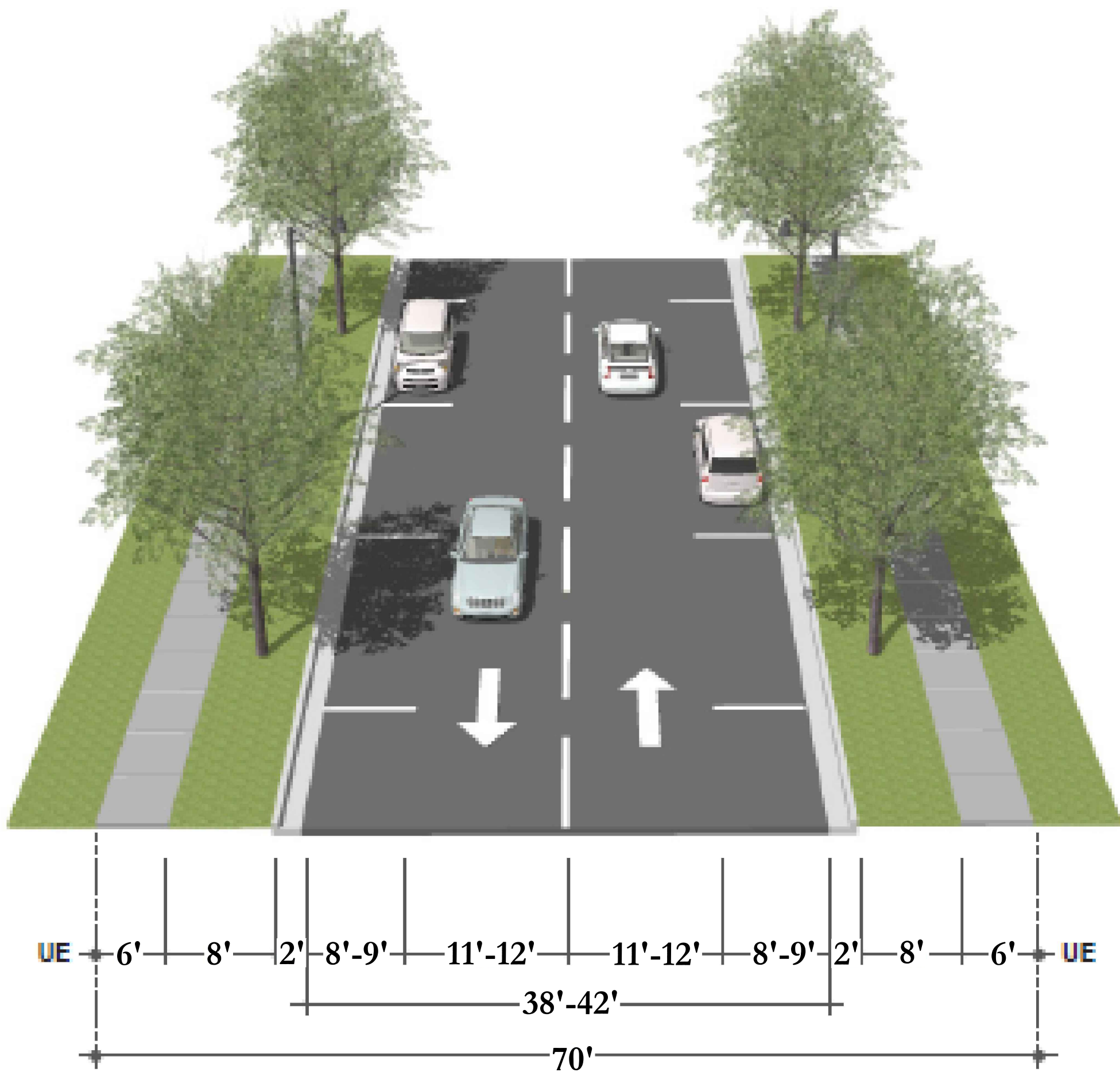
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DATE: December 14, 2022



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Neighborhood Connector

Notes:

- 1. Neighborhood Connector dimensions will be determined at final site plan.
- 2. Trail surfaces will be determined at final site plan.

Key Map:

Consultant:

5	12/14/2022	RESUBMIT TO CITY OF CLERMONT
4	08/11/2022	RESUBMIT TO CITY OF CLERMONT
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1	05/26/2022	SUBMIT TO CITY OF CLERMONT
NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		N/A

Project Name:
Clonts Parcel PUD

Jurisdiction:
CLERMONT, FL

Sheet Title:
Typical Roadway
Sections

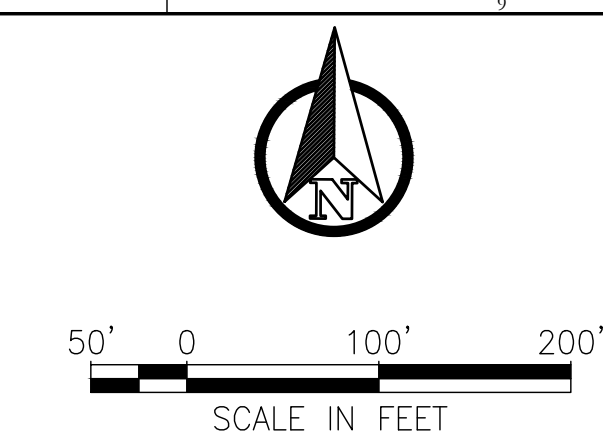
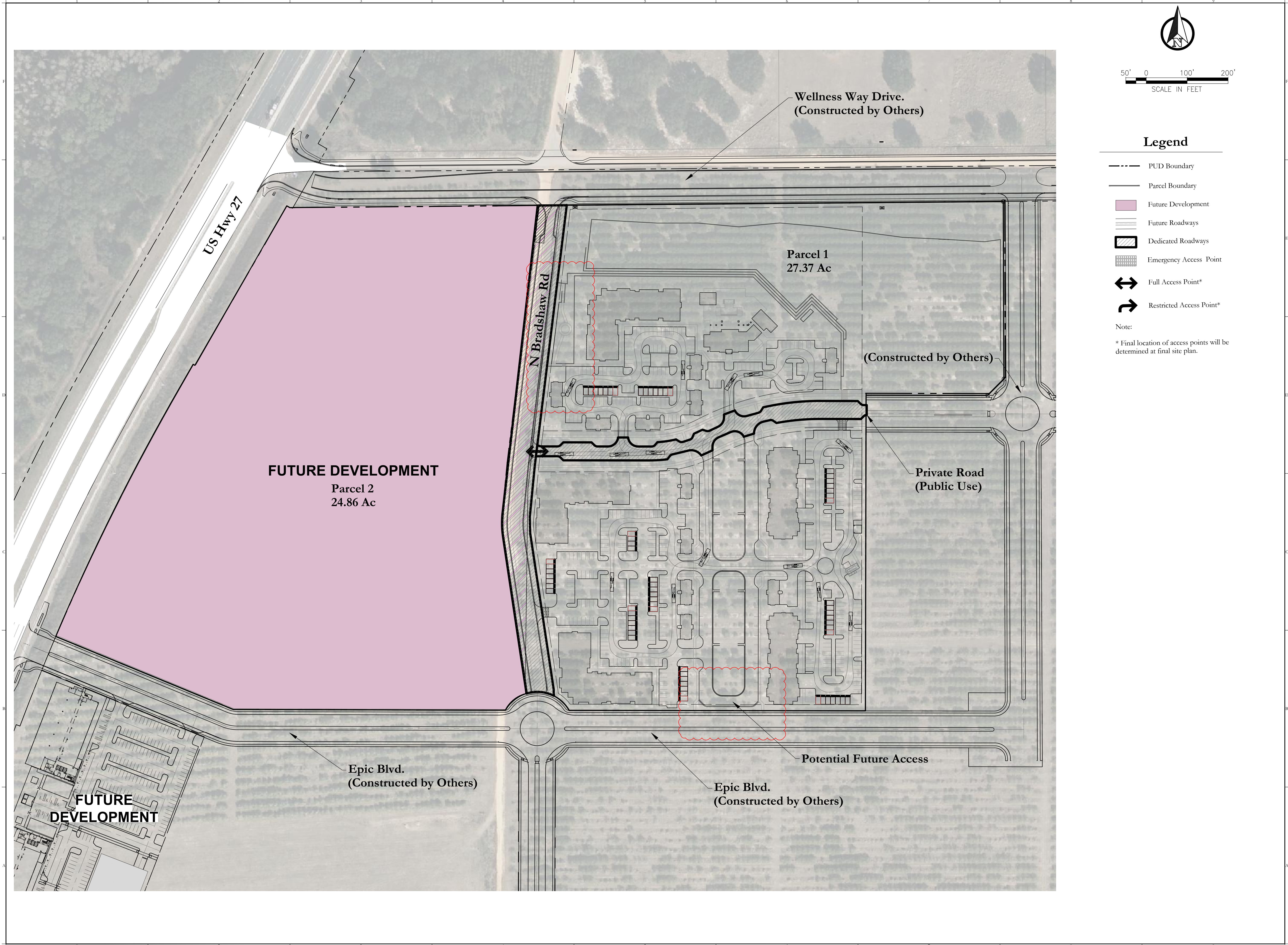
Sheet No.:
C5.00

DATE: December 14, 2022



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Legend

- PUD Boundary
- Parcel Boundary
- Future Development
- Future Roadways
- Dedicated Roadways
- Emergency Access Point
- Full Access Point*
- Restricted Access Point*

Note:
* Final location of access points will be determined at final site plan.

Key Map:

Consultant:

5	12/14/2022	RESUBMIT TO CITY OF CLERMONT
4	08/11/2022	RESUBMIT TO CITY OF CLERMONT
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NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'
Project Name:		

Clonts Parcel PUD

Jurisdiction:
CLERMONT, FL

Sheet Title:
Road Way Network Plan

Sheet No.:
C6.00

DATE: December 14, 2022

POULOS & BENNETT

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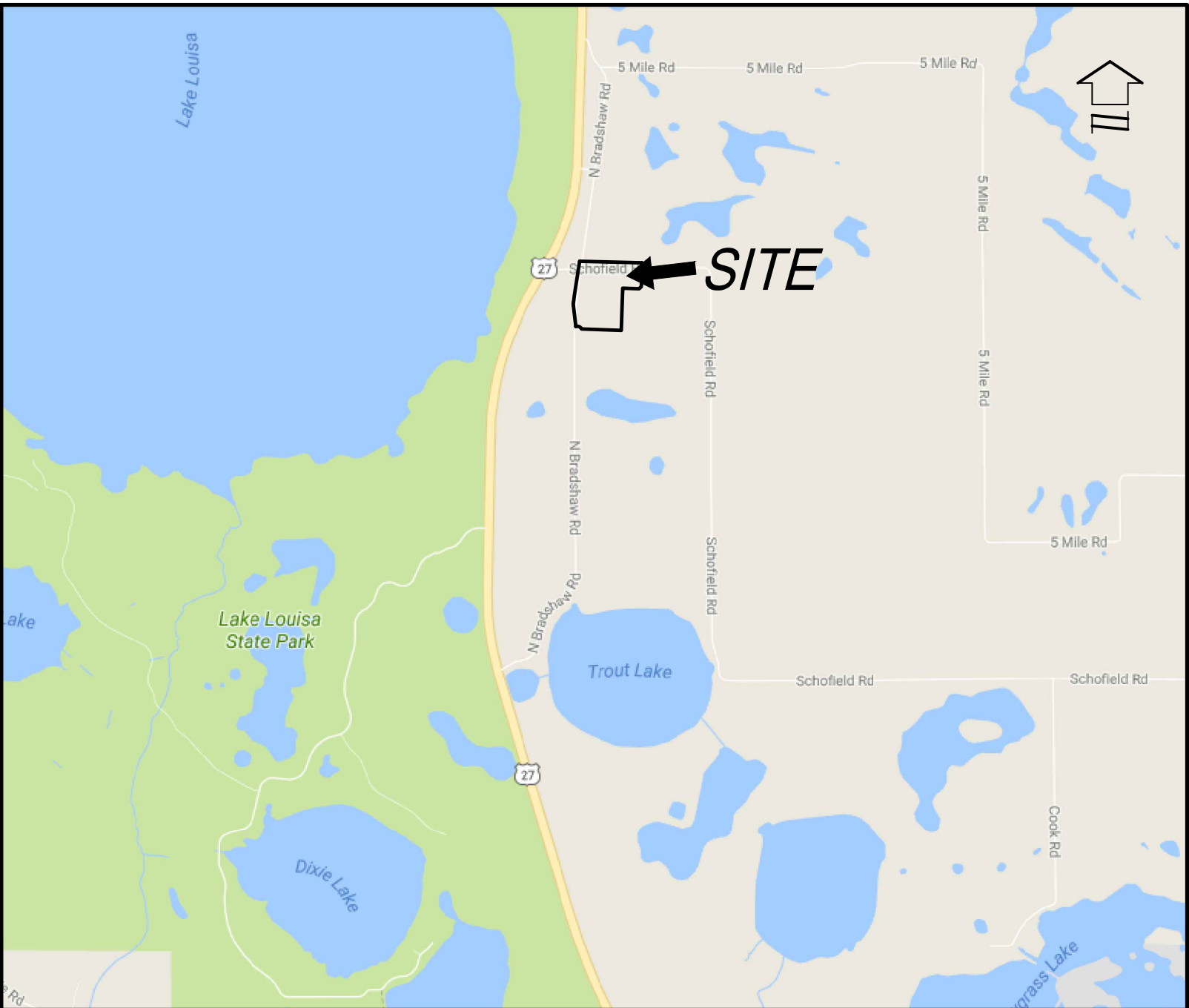
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SCHEDULE B SECTION II EXCEPTIONS: (PER TITLE COMMITMENT ORDER NO. 2037-4179027)

9. PROVISIONS IN PLAT OF MONTE VISTA PARK FARMS RECORDED FEBRUARY 23, 1926 IN PLAT BOOK 2, PAGE 27, AS AFFECTED BY RESOLUTION NO. 2019-15, PAGE 1 VACATION PETITION NO. 1239 RECORDED FEBRUARY 25, 2019 IN BOOK 5240, PAGE 172. [AFFECTS- PLATTED TRACTS WITHIN SUBJECT PARCEL HAVE BEEN VACATED. A PORTION OF THE PLATTED RIGHT OF WAY SHOWN HEREON HAS NOT BEEN VACATED].
10. RESERVATIONS AS SET FORTH IN DEED RECORDED MARCH 24, 1930 IN DEED BOOK 150, PAGE 246 [AFFECTS- NOT PLOTTABLE].
11. OUTFALL DITCH EASEMENT DEED IN FAVOR OF STATE OF FLORIDA RECORDED AUGUST 9, 1939 IN DEED BOOK 187, PAGE 400 [DOES NOT AFFECT].
12. THE INTEREST OF THE STATE OF FLORIDA BY REASON OF DESIGNATION OF THE PROPERTY AS BEING IN THE GREEN SWAMP AREA OF CRITICAL STATE CONCERN AS SET FORTH IN INSTRUMENT RECORDED AUGUST 5, 1976 IN BOOK 614, PAGE 57 [DOES NOT AFFECT].
13. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED JUNE 7, 1977 IN BOOK 630, PAGE 713 [AFFECTS- NOT PLOTTABLE].
14. PERMANENT UTILITY EASEMENT IN FAVOR OF THE CITY OF ORLANDO, FLORIDA RECORDED OCTOBER 30, 1996 IN BOOK 1474, PAGE 333. [DOES NOT AFFECT]
15. EASEMENT IN FAVOR OF SPRINT AND OPM - USA - INC RECORDED OCTOBER 21, 1997 IN BOOK 1555, PAGE 2100. [AFFECTS- PLOTTED HEREON]
16. EASEMENT IN FAVOR OF SUMTER ELECTRIC AND OPM - USA - INC RECORDED OCTOBER 21, 1997 IN BOOK 1555, PAGE 2102. [AFFECTS- PLOTTED HEREON]
17. EASEMENT (INGRESS/EGRESS) IN FAVOR OF OPM - USA - INC RECORDED OCTOBER 21, 1997 IN BOOK 1555, PAGE 2104. [AFFECTS- PLOTTED HEREON]
18. ORDINANCE #1997-70 TRACKING NO. #57-97-CUP CLONTS GROVES INC./OPM USA INC. (JOHN M. ARIALE) CUP#97/7/5-2 RECORDED OCTOBER 22, 1997 IN BOOK 1555, PAGE 2318 [AFFECTS- PLOTTED HEREON]
19. ATTACHMENT 'B' SHORT FORM LEASE BY AND BETWEEN CLONTS GROVES, INC (LESSOR) AND OPM -USA -INC., A FLORIDA CORPORATION (LESSEE) RECORDED DECEMBER 1, 1997 IN BOOK 1565, PAGE 169, AS ASSIGNED BY MEMORANDUM OF ASSIGNMENT OF LEASE TO AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP, F/K/A AMERICAN TOWER SYSTEM, L.P., A DELAWARE LIMITED PARTNERSHIP RECORDED FEBRUARY 28, 2000 IN BOOK 1797, PAGE 2221 [AFFECTS- PLOTTED HEREON].
20. SHORT FORM LEASE SCHEDULE BY AND BETWEEN OPM -USA -INC., A FLORIDA CORPORATION AND PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP RECORDED DECEMBER 11, 1997 IN BOOK 1568, PAGE 742 [AFFECTS- PLOTTED HEREON].
21. UTILITY EASEMENT IN FAVOR OF OPM-USA-INC., A FLORIDA CORPORATION RECORDED JANUARY 6, 1998 IN BOOK 1574, PAGE 1224 [AFFECTS- PLOTTED HEREON].
22. MEMORANDUM OF PCS SITE AGREEMENT BY AND BETWEEN OPM-USA, INC., AND SPRINTCOM, INC., A KANSAS CORPORATION RECORDED MAY 15, 1998 IN BOOK 1609, PAGE 1441 [AFFECTS- PLOTTED HEREON].
23. MEMORANDUM OF AGREEMENT BY AND BETWEEN AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP (LICENSOR) AND AT&T WIRELESS SERVICES OF FLORIDA, INC., A FLORIDA CORPORATION (LICENSEE) RECORDED SEPTEMBER 19, 2000 IN BOOK 1861, PAGE 2256 [AFFECTS- PLOTTED HEREON].
24. MEMORANDUM OF AGREEMENT BY AND BETWEEN OPM -USA, INC., A FLORIDA CORPORATION (SUBLESSOR) AND NEXTEL SOUTH CORP, A GEORGIA CORPORATION D/B/A NEXTEL COMMUNICATIONS (SUBLESSEE)RECORDED SEPTEMBER 10, 2001 IN BOOK 1939, PAGE 171 [AFFECTS- PLOTTED HEREON].
25. MEMORANDUM OF AMENDMENT BY AND BETWEEN AMERICAN TOWER, LP, A DELAWARE LIMITED PARTNERSHIP, SUCCESSOR IN INTEREST AMERICAN TOWER, LP, A DELAWARE LIMITED PARTNERSHIP SUCCESSOR IN INTEREST TO OPM -USA -INC., A FLORIDA CORPORATION (SUBLESSOR) AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION D/B/A NEXTEL COMMUNICATIONS (SUBLESSEE) RECORDED AUGUST 30, 2002 IN BOOK 2165, PAGE 1563, AS CORRECTED BY THAT CERTAIN CORRECTED MEMORANDUM OF AGREEMENT RECORDED SEPTEMBER 19, 2006 IN BOOK 3262, PAGE 2462 [AFFECTS- PLOTTED HEREON].
26. MEMORANDUM OF AGREEMENT BY AND BETWEEN AMERICAN TOWER, INC., A DELAWARE CORPORATION (LESSOR) AND VERIZON WIRELESS PERSONAL COMMUNICATION LP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED PARTNERSHIP (LESSEE) RECORDED OCTOBER 8, 2008 IN BOOK 3687, PAGE 1088 [AFFECTS- PLOTTED HEREON].
27. MEMORANDUM OF LEASE BY AND BETWEEN CLONTS GROVES, INC., A FLORIDA CORPORATION (LESSOR) AND AMERICAN TOWER, LP, A DELAWARE LIMITED PARTNERSHIP (LESSEE) RECORDED SEPTEMBER 22, 2011 IN BOOK 4075, PAGE 2248. [AFFECTS- PLOTTED HEREON]
28. ANY REMAINING AGREEMENT AS SET FORTH IN THOSE CERTAIN MASTER AGREEMENTS WITH GOLDEN GEM GROWERS, INC. RECORDED APRIL 23, 1979 IN BOOK 674, PAGE 856 AND NOOK 674, PAGE 862, AS AFFECTED BY AGREEMENT RECORDED SEPTEMBER 17, 1992 IN BOOK 1185, PAGE 1949 [AFFECTS- NOT PLOTTABLE].
29. SETTLEMENT AGREEMENT RECORDED NOVEMBER 22, 2017 IN BOOK 5030, PAGE 1620 [DOES NOT AFFECT].
30. TEMPORARY NON-EXCLUSIVE ACCESS AND EASEMENT AGREEMENT BY AND BETWEEN CLONTS, INC., A FLORIDA CORPORATION AND LAKE COUNTY FLORIDA RECORDED FEBRUARY 23, 2019 IN BOOK 5240, PAGE 178. [AFFECTS- PLOTTED HEREON]
31. DECLARATION OF ACCESS EASEMENT RECORDED JUNE 24, 2019 IN BOOK 5299, PAGE 20 [AFFECTS- NOT PLOTTABLE].
32. SITE WORK, EASEMENT, ESCROW AND DEVELOPMENT AGREEMENT BY AND BETWEEN CLONTS GROVES, INC., A FLORIDA CORPORATION AND OLYMPUS ORLANDO HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JUNE 24, 2019 IN BOOK 5299, PAGE 46 [AFFECTS- NOT PLOTTABLE].
33. TEMPORARY ACCESS EASEMENT AGREEMENT BY AND BETWEEN CLONTS GROVES, INC., A FLORIDA CORPORATION AND OLYMPUS ORLANDO HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED JUNE 24, 2019 IN BOOK 5299, PAGE 77 [DOES NOT AFFECT].
34. DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS BY AND BETWEEN CLONTS GROVES, INC., A FLORIDA CORPORATION AND HANOVER RIDGEVIEW, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 23, 2019 IN BOOK 5345, PAGE 519, AS AMENDED BY FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS RECORDED JULY 2, 2020 IN BOOK 5497, PAGE 58 [DOES NOT AFFECT].
35. SITE WORK, EASEMENT, ESCROW AND DEVELOPMENT AGREEMENT BY AND BETWEEN CLONTS GROVES, INC., A FLORIDA CORPORATION AND HANOVER RIDGEVIEW, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 23, 2019 IN BOOK 5345, PAGE 538 [DOES NOT AFFECT].
36. NOTICE OF ESTABLISHMENT OF THE OLYMPUS COMMUNITY DEVELOPMENT DISTRICT RECORDED DECEMBER 18, 2019 IN BOOK 5392, PAGE 1659 [DOES NOT AFFECT].
37. ORDINANCE NO. 2019-02 RECORDED JANUARY 9, 2020 IN BOOK 5403, PAGE 2050 [AFFECTS- NOT PLOTTABLE].
38. CLONTS GROVES, INC., DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CLERMONT AND CLONTS GROVES, INC., A FLORIDA CORPORATION RECORDED JANUARY 22, 2020 IN BOOK 5409, PAGE 1579 [AFFECTS- NOT PLOTTABLE].

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS	NO.	NUMBER	⚑	FLAG POLE
AC	ACRES	(NR)	NON-RADIAL	✉	MAIL BOX
A/C	AIR CONDITIONER	ORB	OFFICIAL RECORDS BOOK	⌵	HAND-CAP PARKING
ADS	ADVANCE DRAINAGE SYSTEM PIPE	OHU	OVER-HEAD UTILITIES	●	BOLLARD
ASPH	ASPHALT PAVEMENT	(P)	PLAT	▲	CENTRAL ANGLE
BWF	BARBED-WIRE FENCE	P.B.	PLAT BOOK	— —	BREAK LINE
(C)	CALCULATED	P.C.	POINT OF CURVATURE	■	SET 4"x4" CM (LB 8011)
C&G	CURB & GUTTER	P.CC	POINT OF COMPOUND CURVATURE	■	FOUND 4"x4" CM (AS NOTED)
CB	CHORD BEARING	PCM	POURED CONCRETE MONUMENT	⊙	SET N/D (LB 8011)
CH	CHORD DISTANCE	PCP	PERMANENT CONTROL POINT	⊙	FOUND N/D (AS NOTED)
C	CENTER LINE	PG(S)	PAGE/PAGES	⊙	SET 5/8" IRC (LB 8011)
CLF	CHAIN-LINK FENCE	PI	POINT OF INTERSECTION	●	FOUND IRON ROD (AS NOTED)
CM	CONCRETE MONUMENT	PLS	PROPERTY LINE	○	FOUND IRON PIPE (AS NOTED)
CMP	CORRUGATED METAL PIPE	P.L.S	PROFESSIONAL LAND SURVEYOR	⊙	FOUND RAIL ROAD SPIKE (AS NOTED)
CONC.	CONCRETE	P.O.B.	POINT OF BEGINNING	⊙	FOUND "X" CUT
CTV	CABLE TELEVISION	P.O.C.	POINT OF COMMENCEMENT	⊙	BENCHMARK (AS NOTED)
(D)	DEED	POC	POINT ON CURVE	⊙	AIR CONDITIONER
D.B.	DEED BOOK	PRC	POINT OF REVERSE CURVATURE	⊙	CABLE TELEVISION RISER BOX
D.E.	DRAINAGE EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	⊙	ELECTRIC JUNCTION BOX
EL	ELEVATION	PSM	PROFESSIONAL SURVEYOR MAPPER	⊙	TELEPHONE RISER BOX
ELEC	ELECTRIC	PT	POINT OF TANGENCY	⊙	UTILITY RISER BOX
ESMT	EASEMENT	PVC	POLYVINYL CHLORIDE PIPE	⊙	WATER METER
E/P	EDGE OF PAVEMENT	R	RADIUS	⊙	WIRE PULL BOX
E/W	APPROXIMATE EDGE OF WATER	(R)	RADIAL	⊙	TRAFFIC SIGNAL BOX
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	ROM	ROUND CONCRETE MONUMENT	⊙	ELECTRICAL TRANSFORMER
F.F.	FINISHED FLOOR	R/W	RIGHT OF WAY	⊙	WOOD UTILITY POLE
FRM	FLOOD (FLORIDA) INSURANCE RATE MAP	RCP	REINFORCED CONCRETE PIPE	⊙	CONCRETE UTILITY POLE
FNC	FENCE	REC	RECOVERED	⊙	METAL UTILITY POLE
FND	FOUND	SEC	SECTION	⊙	TRAFFIC SIGNAL POLE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	SRF	SPLIT RAIL FENCE	⊙	GUY POLE
HWF	HOG-WIRE FENCE	T/S	SANITARY SEWER	⊙	GUY ANCHOR
ID	IDENTIFICATION	T/B	APPROXIMATE TOP OF BANK	⊙	LIGHT POLE
INV	INVERT ELEVATION	T/S	APPROXIMATE TOE OF SLOPE	⊙	FLOOD LIGHT
IP	IRON PIPE	TBM	TEMPORARY BENCH MARK	⊙	CATCH BASIN/DROP INLET
IR	IRON PIPE & CAP	U.E	UTILITY EASEMENT	⊙	CLEAR OUT
IRC	IRON ROD & CAP	(TYP)	TYPICAL	⊙	STORM MANHOLE
L	ARC LENGTH	WF	WOOD FENCE	⊙	ELECTRIC METER
LB	LICENSED BUSINESS	WF	WROUGHT IRON FENCE	⊙	SANITARY MANHOLE
(M)	MEASURED	W/F	WOOD PRIVACY FENCE	⊙	TELEPHONE MANHOLE
M.B.	MAP BOOK	W/	WITH	⊙	WELL
MES	MITERED END SECTION	WV	WATER VALVE	⊙	FIBER-OPTIC CABLE MARKER
NAVD	NORTH AMERICAN VERTICAL DATUM	WV	WAS VALVE	⊙	GAS LINE MARKER
NGVD	NATIONAL GEODETIC VERTICAL DATUM	⊙	IRRIGATION CONTROL VALVE	⊙	SINGLE POLE SIGN
N/D	NAIL & DISK	⊙	WATER SPIGOT	⊙	DOUBLE POLE SIGN
		⊙	FIRE HYDRANT	⊙	WETLAND FLAG
		⊙		⊙	RECLAIMED WATER VALVE
		⊙		⊙	RECLAIMED WATER METER
		⊙		⊙	BURIED FIBER OPTIC MARKER
		⊙		⊙	BURIED ELECTRIC MARKER



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°51'10", A CHORD BEARING OF N69°18'01"W AND A CHORD DISTANCE OF 114.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.86 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

CONTAINING: 1,192,125 SQUARE FEET OR 27.37 ACRES MORE OR LESS.

SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS ESTABLISHED BY THE TRIMBLE VRS GEODETIC NETWORK AND DERIVING A BEARING OF S89°30'42"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 21-23-26.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 12069C0675E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND DOES NOT LIE WITHIN A FLOOD HAZARD AREA.
- UNDERGROUND FOUNDATIONS WERE NOT LOCATED AS PART OF THIS SURVEY.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 2037-4179027, DATED OCTOBER 30, 2020 AT 8:00 AM.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL) 1 FOOT IN 10,000 FEET.
- UNDERGROUND UTILITIES WERE LOCATED BY ABOVE GROUND EVIDENCE AND AS DETAILED AT MANHOLES AND STRUCTURES. OTHER BURIED FACILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.
- SUBJECT PARCEL CONTAINS: ±27.37 ACRES
ZONING: PUD (PLANNED UNIT DEVELOPMENT)
PER CITY OF CLERMONT
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 11/23/2021 PER FAC 5J-17.062(2).

SURVEYOR'S CERTIFICATE:

TO: FIRST AMERICAN TITLE INSURANCE COMPANY, COASTAL RIDGE DEVELOPMENT, LLC;

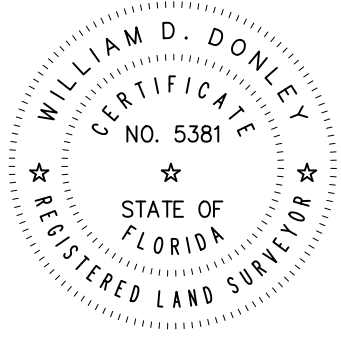
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 11/15/2021

DATE OF PLAT OR MAP: 12/15/2021

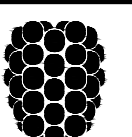
I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050--052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



R E V I S I O N S				
FB/PG	DATE	DRAWN	REVISION	CKD

**Dewberry**

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

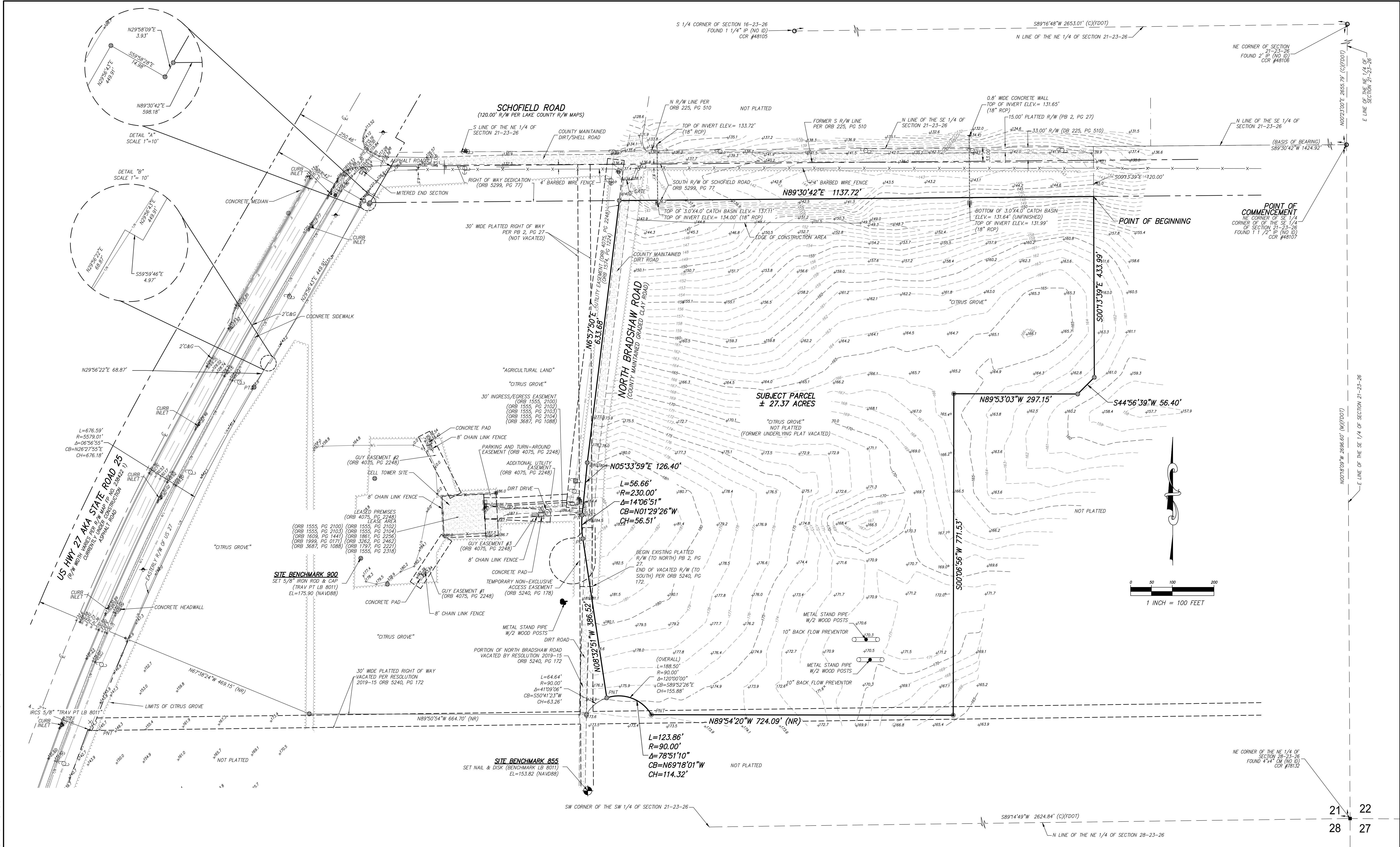
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTION 21, TOWNSHIP 23
SOUTH, RANGE 26 EAST

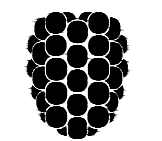
LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY & TOPOGRAPHIC SURVEY —FOR— COASTAL RIDGE DEVELOPMENT, LLC	FB/PG		FIELD DATE		PROJECT NO. 50147451	1 OF 2
	21,28-23-26 / 7		11/23/21			
	DRAWING DATE		BY	APPROVED	SCALE N/A	
	12/15/21		MT	WDD		

Drawing name: C:\Users\lmitados\AppData\Local\Temp\lscPublic_338840\lscPublic_Coastal Ridge-survey.dwg Sheet: 2 Jan 24, 2022 12:51pm by: lmitados



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

**Dewberry**

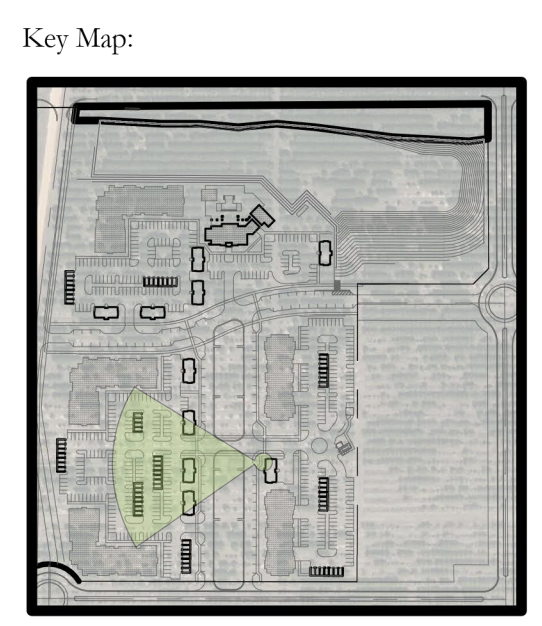
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTION 21, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY & TOPOGRAPHIC SURVEY
-FOR-
COASTAL RIDGE DEVELOPMENT, LLC

FB/PG		FIELD DATE		PROJECT NO. 50147451	2 OF 2
21,28-23-26 / 7		11/23/21			
DRAWING DATE	BY	APPROVED	SCALE 1" = 100'		
12/15/21	MT	WDD			



Consultant:

3	07/08/2022	RESUBMIT TO CITY OF CLERMONT
2	06/28/2022	RESUBMIT TO CITY OF CLERMONT
1	05/26/2022	SUBMIT TO CITY OF CLERMONT
NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

Road Way Network Plan

Sheet No.:

C6.00 (2)

Seal:

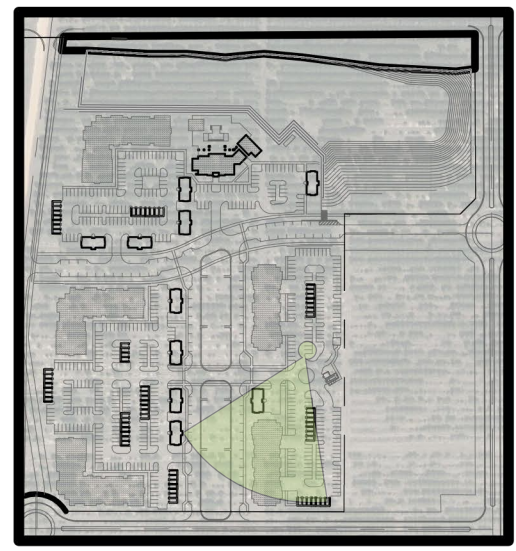
R. LANCE BENNETT
P.E. NO. 0056098

DATE: July 18, 2022



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

Z:\2022\22-009 INTEGRAL - WELLNESS WAY - CLONTIS PROP\04\PRELIMINARY\PD\22-009-PD-RW



Consultant:

3	07/08/2022	RESUBMIT TO CITY OF CLERMONT
2	06/28/2022	RESUBMIT TO CITY OF CLERMONT
1	05/26/2022	SUBMIT TO CITY OF CLERMONT
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VERTICAL DATUM:		NAVD 88
JOB NO.:		22-009
DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

Road Way Network Plan

Sheet No.:

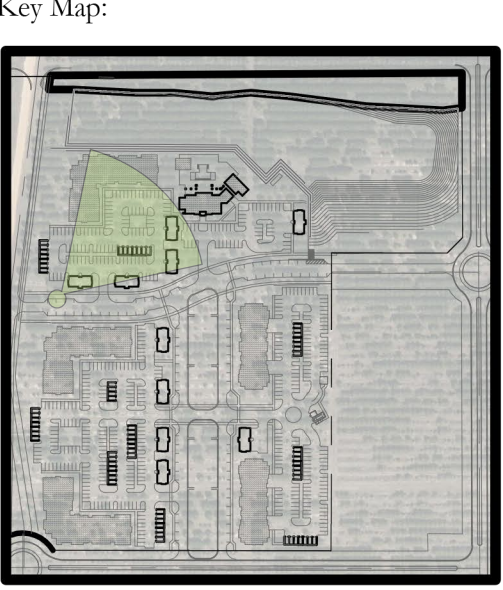
C6.00 (2)

Seal:

R. LANCE BENNETT
P.E. NO. 0056098
DATE: July 18, 2022



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
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DESIGNED BY:		RO
DRAWN BY:		MA
CHECKED BY:		PM
APPROVED BY:		JE
SCALE IN FEET:		1"=100'

Project Name:

Clonts Parcel PUD

Jurisdiction:

CLERMONT, FL

Sheet Title:

Road Way Network Plan

Sheet No.:

C6.00 (2)

Seal:

R. LANCE BENNETT
P.E. NO. 0056098
DATE: **July 18, 2022**



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
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Disclaimers:

1. This concept plan is illustrative in nature and based on information provided by the Client. It has not been compared with the jurisdictional development standards for validation of density, stormwater calculations, roadway geometry, etc. All conceptual plans are subject to change based on final entitlements and engineering.

December 20, 2022
P & B Job No.: 22-009

2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594

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SCHOFIELD ROAD / WELLNESS WAY

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Perspective View 1

Integra Wellness Way

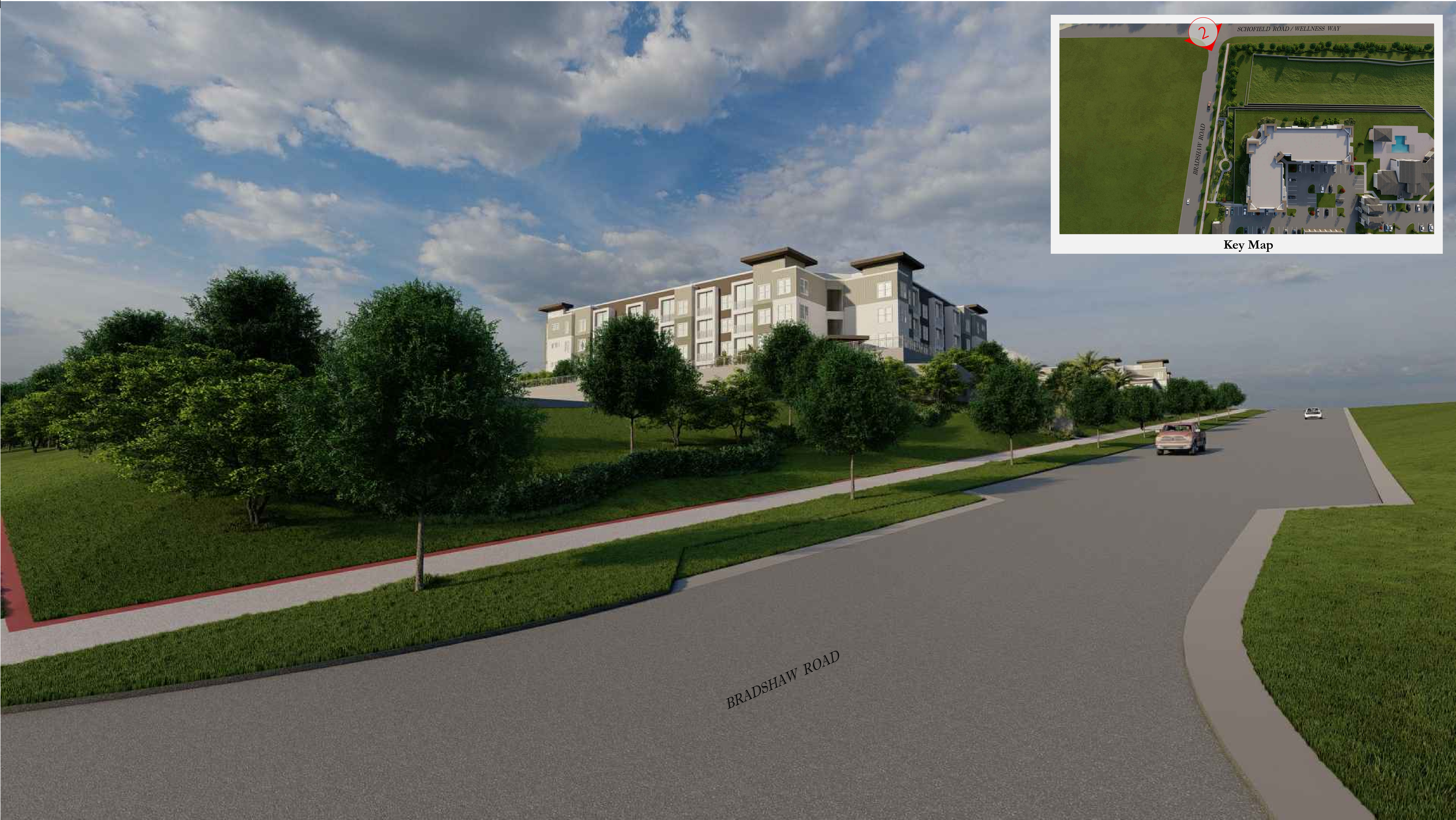
December 20, 2022
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Perspective View 2

Integra Wellness Way

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Perspective View 3

Integra Wellness Way

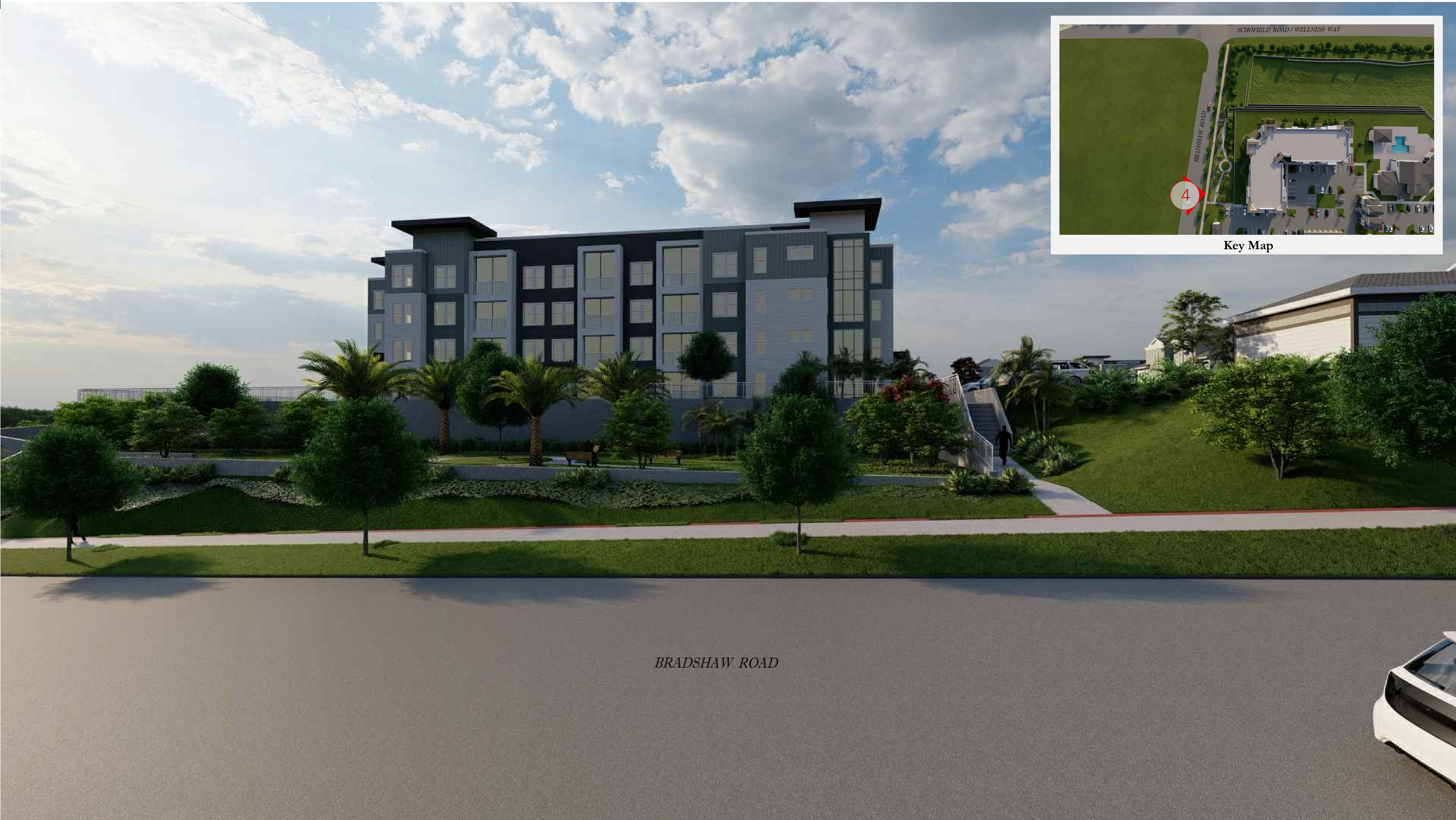
December 20, 2022
P & B Job No.: 22-009

2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594

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Key Map

BRADSHAW ROAD

Disclaimers:

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Perspective View 4

Integra Wellness Way

December 20, 2022
P & B Job No.: 22-009

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Orlando, Florida 32803- 407.487.2594

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Disclaimers:

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Perspective View 5

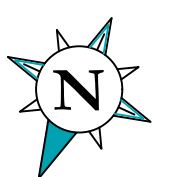
Integra Wellness Way

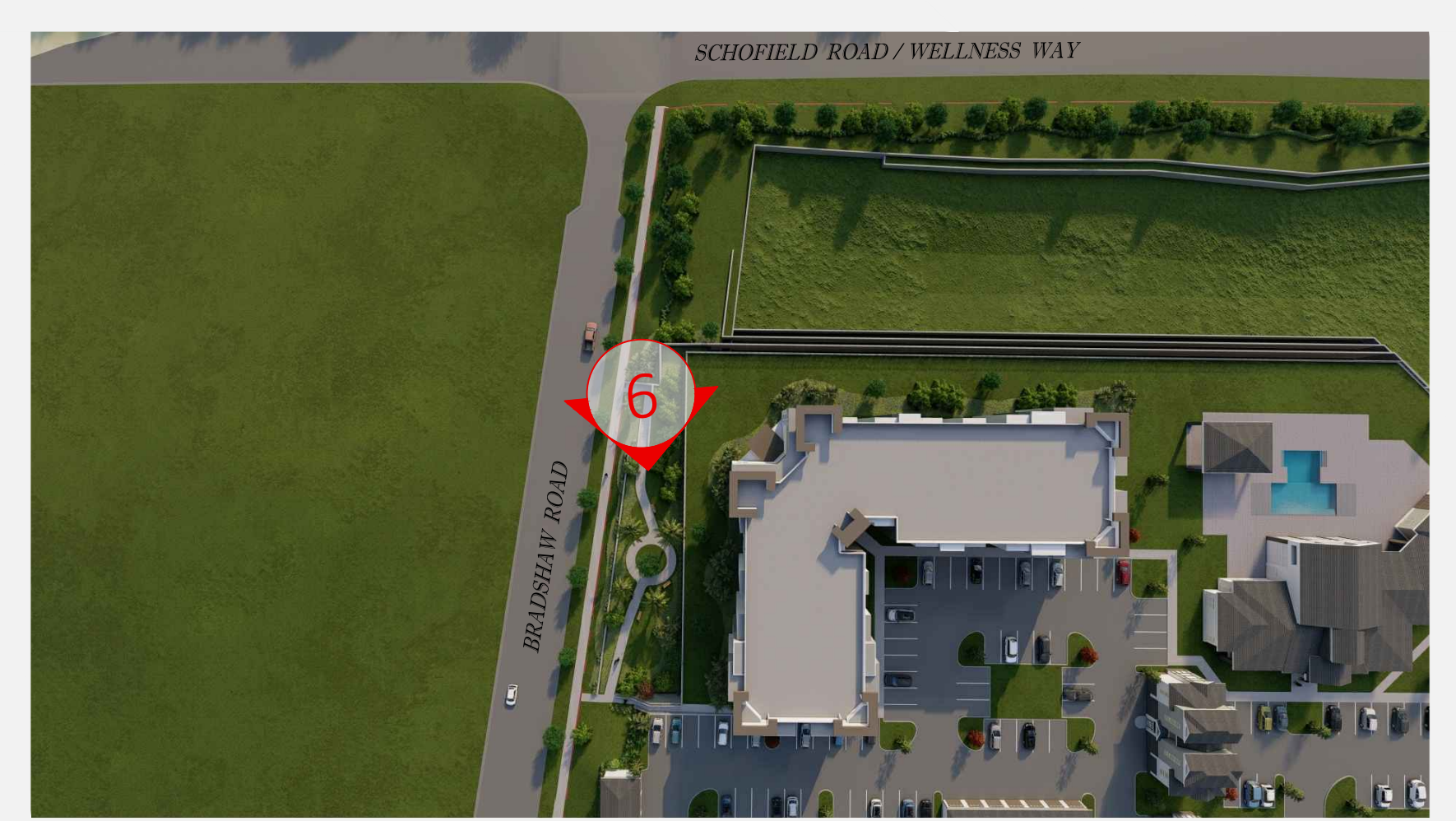
December 20, 2022
P & B Job No.: 22-009

2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594

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www.poulosandbennett.com
Certificate of Authorization No. 28567





Key Map

Disclaimers:

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Perspective View 6

Integra Wellness Way

December 20, 2022
P & B Job No.: 22-009

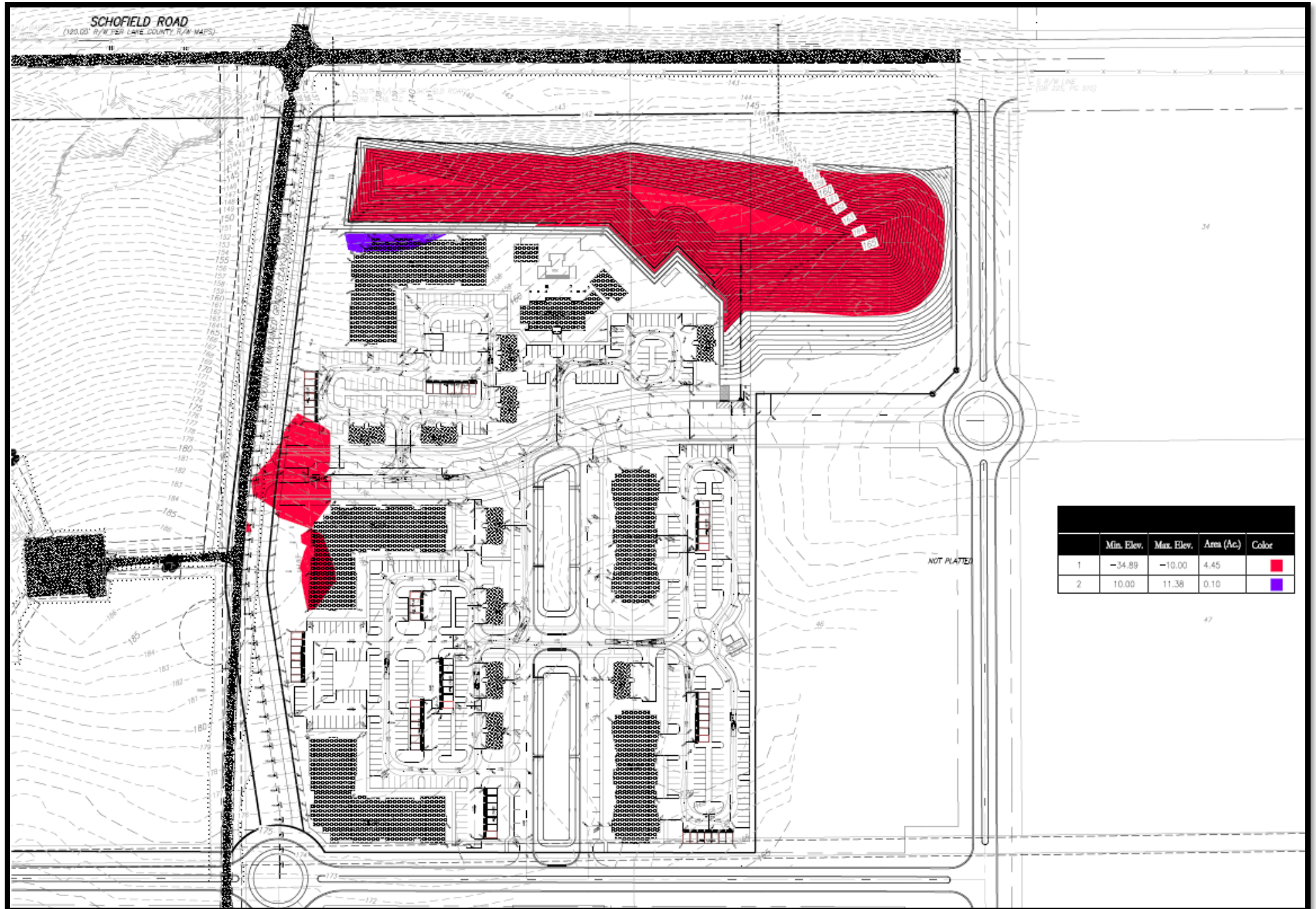
2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



Clonts Groves PUD Cut/Fill Exhibit Parcel 1 – Multi-family Piece



After recording return to:

Helen LaValley
Growth Planning Dept.
Lake County Public Schools
201 West Burleigh Boulevard
Tavares, Florida 32778

.....[SPACE ABOVE THIS LINE FOR RECORDING DATA].....

**PROPORTIONATE
SHARE MITIGATION
AGREEMENT**

FOR

Project Name:

Integra Apartments
Wellness Way
LCS# 2022-23
Clermont

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is entered into by and between **THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("School Board"), **INTEGRA LAND COMPANY**, whose address is 1525 International Parkway, #2001, Lake Mary, Florida 32746, ("Applicant/Contract Purchaser"); and the **CITY OF CLERMONT, LAKE COUNTY, FLORIDA**, whose address is 685 West Montrose Street, Clermont, FL 34711 ("City").

(School Board, Applicant/Contract Purchaser and City are sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the School Board, Board of County Commissioners of Lake County (“County”), and the municipalities within the County have entered into that certain "First Amended Interlocal Agreement For School Facilities Planning and Siting" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement; and

WHEREAS, Applicant is the contract purchaser of those certain tract(s) of land located in City of Clermont and identified more particularly by alternate key 1462436, more fully described in Exhibit ‘A’ (the “Property”). The Property location is further illustrated by a map attached hereto as Exhibit "B"; and

WHEREAS, the Applicant/Contract Purchaser has submitted a rezoning to the City in connection with a proposal to obtain approval to develop three hundred and twenty-eight (328) multi-family residential dwelling units on the Property (the "Project" or “Integra Apartments”); and

WHEREAS, at the time of this Agreement, the Property is located in Concurrency Service Area #14; and

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is located, the School Board has determined there is insufficient school capacity at the high school level for the number of public-school students that the dwelling units are anticipated to generate. The deficit determined at the time of capacity review is twenty-two (22) high school students; and

WHEREAS, local government approval of the final site plan without requiring mitigation for the impacts of the proposed residential dwelling units will either create or worsen school overcrowding at the high school level; and

WHEREAS, the Applicant/Contract Purchaser has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities to be created by the residential dwelling units, as more particularly set forth herein ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.

3. **LEGALLY BINDING COMMITMENT.** This Agreement constitutes a legally binding commitment by the Applicant/Contract Purchaser to mitigate for the impacts of the units reflected on the site plan attached as Exhibit “C”, for which the Applicant/Contract Purchaser is seeking approval and is intended to satisfy the requirements of the Interlocal Agreement.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant/Contract Purchaser shall provide the following, in order to provide for capacity for the high school student(s) to be generated by the residential dwelling units:

- a. The Applicant/Contract Purchaser shall pay the student station costs for the deficit number of high school students. That payment shall be made no more than 90 days after obtaining final site plan approval for the Project, in an amount equal to the high school student station costs listed in the Lake County Schools Educational Facilities Update Study (school impact fee study) dated June 26, 2019. The amount of Proportionate Share Mitigation for deficit student stations is **SEVEN HUNDRED SIXTY SIX THOUSAND NINE HUNDRED SIXTY FOUR AND 00/100 DOLLARS** (\$766,964.00), which is determined by multiplying the student station cost in the most recent School Impact Fee Study for high school level by the capacity deficit generated from the Project [$\$34,862$ (high school student station cost) $\times$ 22 (students) = $\$766,964.00$].
- b. Credit shall be given for the Proportionate Share Mitigation payment in 4.a. above towards the School Impact Fees for the residential dwelling units in the proposed Project. The amount of School Impact Fees payable for the residential dwelling units is currently calculated as **TWO MILLION THREE HUNDRED FIFTY EIGHT THOUSAND, NINE HUNDRED SEVENTY SIX AND 00/100 DOLLARS**

(\$2,358,976.00), which is determined by multiplying the current School Impact Fee for multi-family residential dwelling units by the total number of proposed residential dwelling units. [\$7,192.00 (educational impact fee for multi-family dwelling unit) x 328 (lots/units) = \$2,358,976.00]. After credit for the Proportionate Share Mitigation, Applicant/Contract Purchaser shall be responsible for the payment of the remaining educational impact fees due. The timing for the remaining school impact fee payment(s) shall be pursuant to the Lake County Impact Fee Ordinance.

In the event that the final approval by CITY results in less than three hundred twenty-eight (328) residential multi-family dwelling units, then the estimated School Impact Fees set forth above will be adjusted accordingly based on the final number of residential dwelling units approved for the Project by CITY. Payment pursuant to Sections 4.a and 4.b will be made as indicated in those subsections.

5. **SCHOOL IMPACT FEE CREDIT.** The School Board shall inform the applicable local government of the Proportionate Share Mitigation payment required under Section 4.a. of this Agreement. Said credit shall be applied to the educational impact fees imposed under the Lake County Impact Fee Ordinance, as provided in the Interlocal Agreement, and as outlined in Section 4.b of this agreement. This is not an agreement to pay impact fees. It is an agreement to pay proportionate share mitigation and the basis for the credit(s) of future school impact fee payments.

6. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

7. **TERMINATION.** This Agreement shall terminate and Applicant/Contract Purchaser shall forfeit any administrative application fees paid under the following circumstances:

- a. City does not approve the rezoning within one hundred eighty (180) days of the **Effective Date** of this Agreement.
- b. Applicant/Contract Purchaser, by failure to proceed in good faith in a diligent and timely manner, fails to begin construction within two (2) years of the **Effective Date** of this Agreement.
- c. In the event, this agreement is terminated for any reason the applicant will forfeit the school concurrency reservation relating to this project.

8. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the residential portions of the Property and be binding upon the successors and assigns of the Applicant/Contract Purchaser and upon any person, firm, corporation, or entity who may become the successor in interest to the residential portions of the Property.

9. **NOTICES.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or to such other address or other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

School Board:	School Board of Lake County Attn: Superintendent of Schools and Growth Planning Department 201 West Burleigh Boulevard Tavares, Florida 32778
---------------	---

City:	City of Clermont Attn: City Manager 685 West Montrose Street Clermont, FL 34711
-------	--

Applicant/ Contract Purchaser:	Integra Land Company David McDaniel 1525 International Parkway, #2001 Lake Mary, FL 32746
-----------------------------------	--

10. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

11. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. **EXHIBITS.** All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

13. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the Parties hereto unless in writing and executed by all the Parties to this Agreement.

14. **ASSIGNMENT, TRANSFER OF RIGHTS.** The Applicant/Property Owner may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property without prior approval of the School Board. In the event of any such assignment and/or transfer, the assignee shall provide the School Board with written notice of same. Upon a complete assignment of this Agreement, the assignor shall be fully relieved and released from any and all obligations under this Agreement.

15. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

16. **RECORDING OF THIS AGREEMENT.** The Applicant/Contract Purchaser agrees to record this Agreement, at Applicant/Contract Purchaser's expense, in the Public Records of Lake County, Florida. The agreement shall be recorded within ten (10) days after full execution by all parties.

17. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

18. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

19. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action to enforce the provisions of this Agreement shall be in the Courts of the Florida Fifth Judicial Circuit and venue shall be in Lake County, Florida.

20. **ATTORNEY'S FEES.** In the event that either party commences an action in court to recover for a breach or the enforcement of this Agreement then the prevailing party shall be entitled to recover its attorneys' fees and costs related to that action.

21. **SCHOOL CONCURRENCY.** Residential dwelling units in excess of the subject 328 units not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

22. **PAYMENT FEE(S) FORM.** This Agreement requires the Applicant/Contract Purchaser to pay proportionate share mitigation within ninety (90) days of the approval of the project final site plan. The form attached to and incorporated herein as Exhibit “D”, must be completed and returned to the School Board's Growth Planning Department with all fees due hereunder to satisfy Section 4 of this Agreement.

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGES)

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Clermont, through the City Council, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

APPLICANT/CONTRACT PURCHASER

**INTEGRA LAND COMPANY, a Florida
corporation**

David McDaniel, President

This _____ day of _____, 2022.

WITNESS:

Sign Name

Print Name

Approved as to form and legality:

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Clermont, through the City Council, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

SCHOOL BOARD

Ms. Stephanie Luke, Board Chair

This _____ day of _____, 2022.

ATTEST:

Ms. Diane Kornegay, Superintendent

Approved as to form and legality:

Mr. Stephen W. Johnson
School Board Attorney

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Clermont, through the City Council, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

CITY OF CLERMONT

Mr. Tim Murry, Mayor

This _____ day of _____, 2022.

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

City Attorney

Exhibits

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Concept Plan/Site Plan

Exhibit D – Proportionate Share Mitigation Payment Form

Exhibit A – Legal Description

LEGAL DESCRIPTION:

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°51'10", A CHORD BEARING OF N69°18'01"W AND A CHORD DISTANCE OF 114.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.86 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

CONTAINING: 1,192,125 SQUARE FEET OR 27.37 ACRES MORE OR LESS.

Exhibit B – Location Map

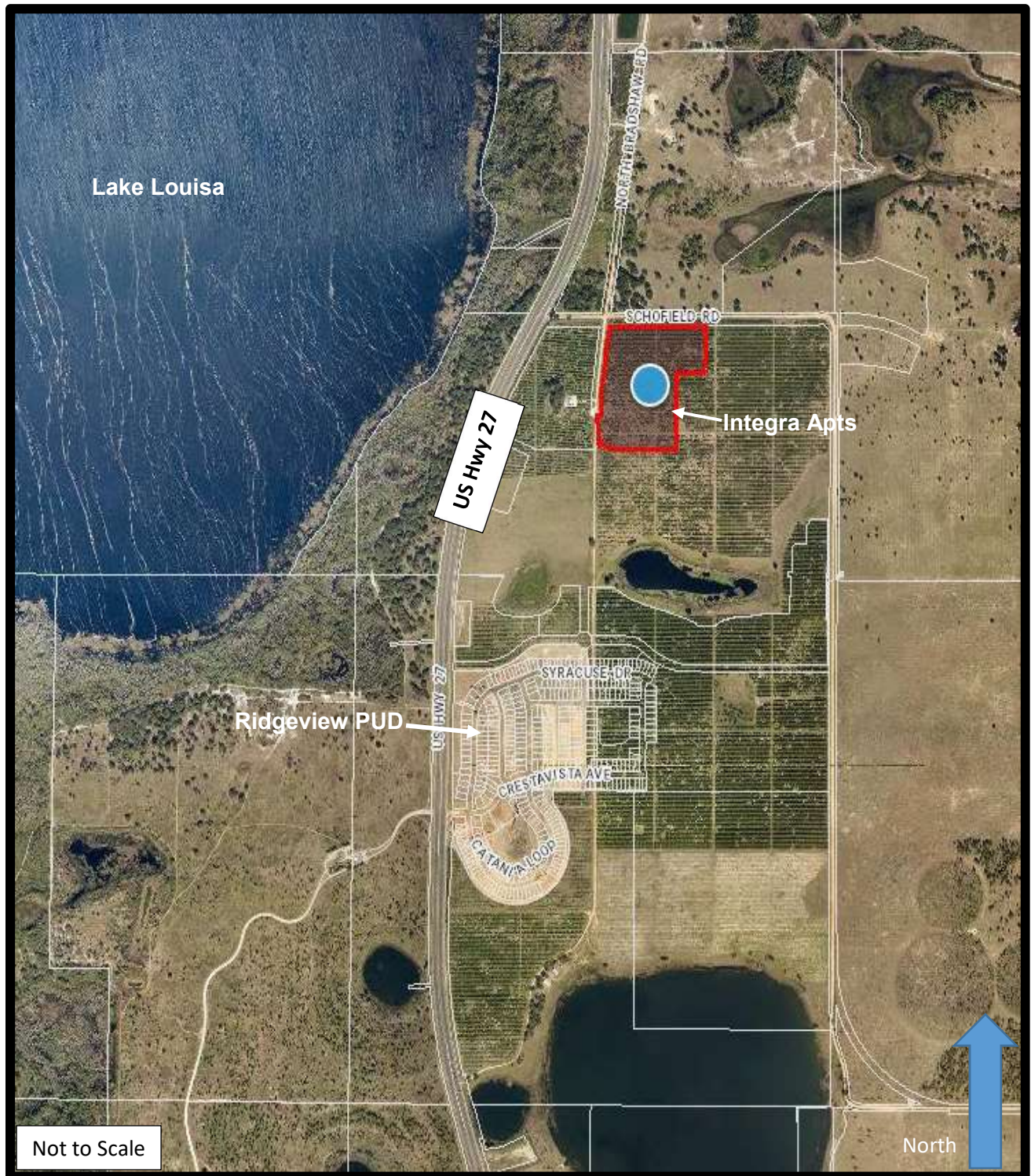


Exhibit C – Concept Plan/Site Plan

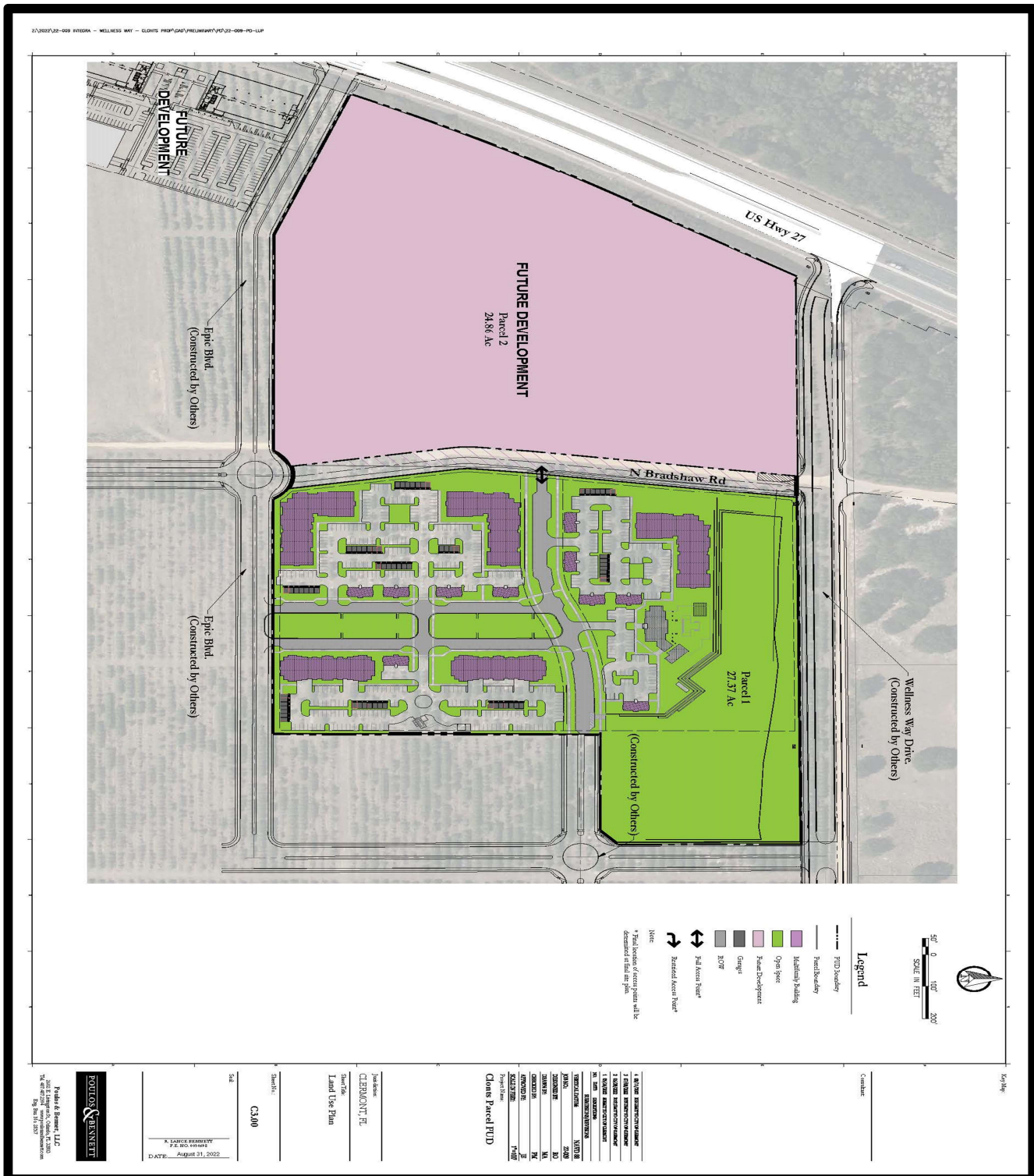


Exhibit D – Proportionate Share Mitigation Payment Form

Exhibit D

Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2022-23
Project Title:	Integra Apartments Wellness Way
Local Jurisdiction:	Clermont
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1462436
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Site Plan
Section 2	Applicant Information (to be completed by Applicant)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Integra Apartments
Total Units:	328
Unit Type: SF, MF, MH	Multi-family units
Section 4	Payment Information
Payment Amount:	\$766,964
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions

Complete form and return with payment to:
 Lake County Schools
 Growth Planning Department – Attn: Helen LaValley
 201 West Burleigh Boulevard
 Tavares, FL 32778

For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

9/22/2022



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 May 27, 2022		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Integra - Wellness Way			
Applicant Poulos & Bennett, LLC			
Contact Person Lance Bennett / Courtney McDaniel			
Address 2602 E. Livingston Street	City Orlando	State FL	Zip 32803
Telephone 407.487.2594	Fax		
Email lbennett@poulosandbennett.com ; courtney.mcdaniel@integralandcompany.com			
OWNER INFORMATION			
Owner's Name Clonts Grove, Inc			
Owner Address P.O. Box 622916	City Oviedo	State FL	Zip 32762
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 8325 North Bradshaw Rd	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) See coversheet of PUD Plan set			
Acreage 52.2	Land Use (City verification required) Master Planned Development		
Present Zoning (City verification required) UT Urban Transition District	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?

The requested application is to rezone the property in conformance with the adopted Wellness Way policies and governing Development Agreement. This request is for 328 Multi-Family residential units and up to 700,000 sf of Medical Campus/Office uses.

Check box to indicate additional materials are provided via attachment. ☒

Lance Bennett, P.E.

Applicant Name (print)

x

Lance Bennett

Applicant Name (signature)

x

Owner Name (print)

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

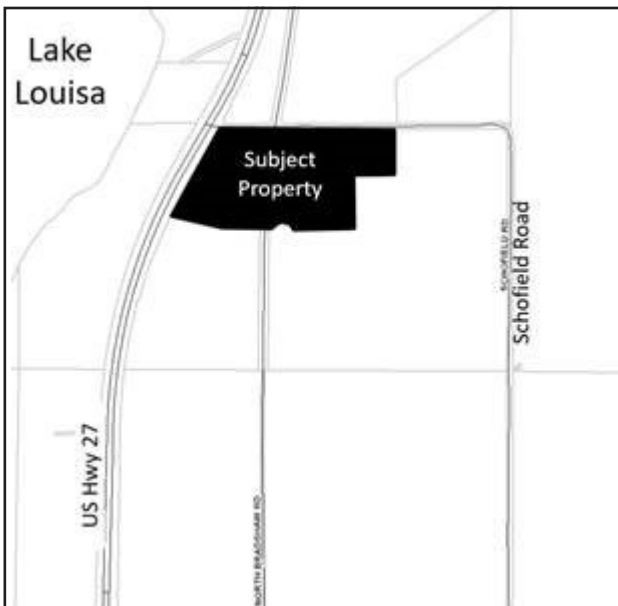
On Tuesday, August 2, 2022 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of following proposed ordinance and on Tuesday, August 23, 2022 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2022-033

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 EFFECTIVE DATE.

LOCATION

2 miles south of Hartwood Marsh Road,
East of US 27 at the Schofield Road intersection
Alternate Key 1462436



LEGAL DESCRIPTION

LEGAL DESCRIPTION: A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY); THENCE CONTINUE S00°13'39", A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1735.91 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'09"W, A DISTANCE OF 3.93 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,275,197.41 SQUARE FEET OR 52.23 ACRES MORE OR LESS.

PROPERTY REZONING

**Rezone the property from Urban Transition to
Planned Unit Development (PUD) for multi-family use and commercial use**

All public meetings are held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties shall 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Variance Request 982 Nathan Ridge Road		
Requested Action		
Recommend denial of the requested variance.		
Staff Report		
The applicant is requesting one (1) rear yard setback variance to allow for the expansion of an existing covered lanai. The request is to extend the existing lanai with a 19' x 12' solid insulated roof screen porch expansion. The property is located in the Highland Ranch Canyons, with a Planned Unit Development (PUD Resolution No. 2019-26R) zoning designation. The PUD requires a minimum of a 20 foot rear yard setback for the primary single family structure. The Land Development Code requires accessory buildings constructed with a solid roof shall be considered a structure and will be required to meet the setbacks for the primary residence, Section 122-341. The existing single-family home is located 25 feet from the rear property line and the proposed 19' x 12' patio addition will be located 13 feet from the rear property line. The screen porch addition will encroach 8 feet into the required rear yard setback. The proposed screen porch extension will increase the impervious surface area ratio, but will not exceed the maximum 75% percent total lot coverage allowed for the development. The applicant indicates the screen porch addition will allow an outside patio area that is covered and provides protection from the weather and other environmental elements. Staff finds the proposed screen porch addition will allow reasonable use of the property. However, the proposed addition will increase the impervious surface area of the lot and the structure will encroach into the required 20-foot rear yard setback, which could be considered as intrusive to the surrounding properties. <u>STAFF RECOMMENDATION:</u> 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 all of the five review criteria. Therefore, staff recommends <u>denial</u> 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. New 86-174 Review Criteria	New 86-174 Review Criteria.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Survey 982 Nathan Ridge - To Scale Drawing	Survey 982 Nathan Ridge - To Scale Drawing.pdf	
4. Overhead Map - 982 Nathan Ridge - Scale	Overhead Map - 982 Nathan Ridge - Scale.pdf	
5. HOA Approval for Extended Patio - 982 Nathan Ridge Rd	HOA Approval for Extended Patio - 982 Nathan Ridge Rd.pdf	
6. HOA Approval for Pergola - 982 Nathan Ridge Rd	HOA Approval for Pergola - 982 Nathan Ridge Rd.pdf	
7. Application updated 11-21-2022	Application updated 11-21-2022.pdf	

8.	Legal ad	Legal ad.pdf
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982 Nathan Ridge Road -- 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: There is still plenty of room between Extended Patio and other neighbors. Building the Extended Patio will not interfere with surrounding neighbors. It's only to enclose our hot tub for more privacy and protect from elements when doing so.

Staff comments: The proposed solid roof screen porch would allow for encroachment into the rear yard setback and increase the impervious surface ratio allowed for lot, the encroachment into rear yard setback would allow the porch addition be located closer to the adjacent properties...

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: All our surrounding neighbors have extended patios, pools and playgrounds as well.

Staff comments: The variance request to allow the solid roof screen patio structure is not out of character with other properties in this zoning district.

Positive 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: Yes. The granting of the variance will allow a better quality of life for our family to allow us to enjoy the outdoors more in our backyard.

Staff comments: The requested variance to the land development code will not further any legitimate city objective.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: if the variance is granted, it will not alter the essential character of the area whatsoever.

Staff comments: The variance request is consistent with the intent of the comprehensive plan goals, objectives and policies for single family residential development.

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;

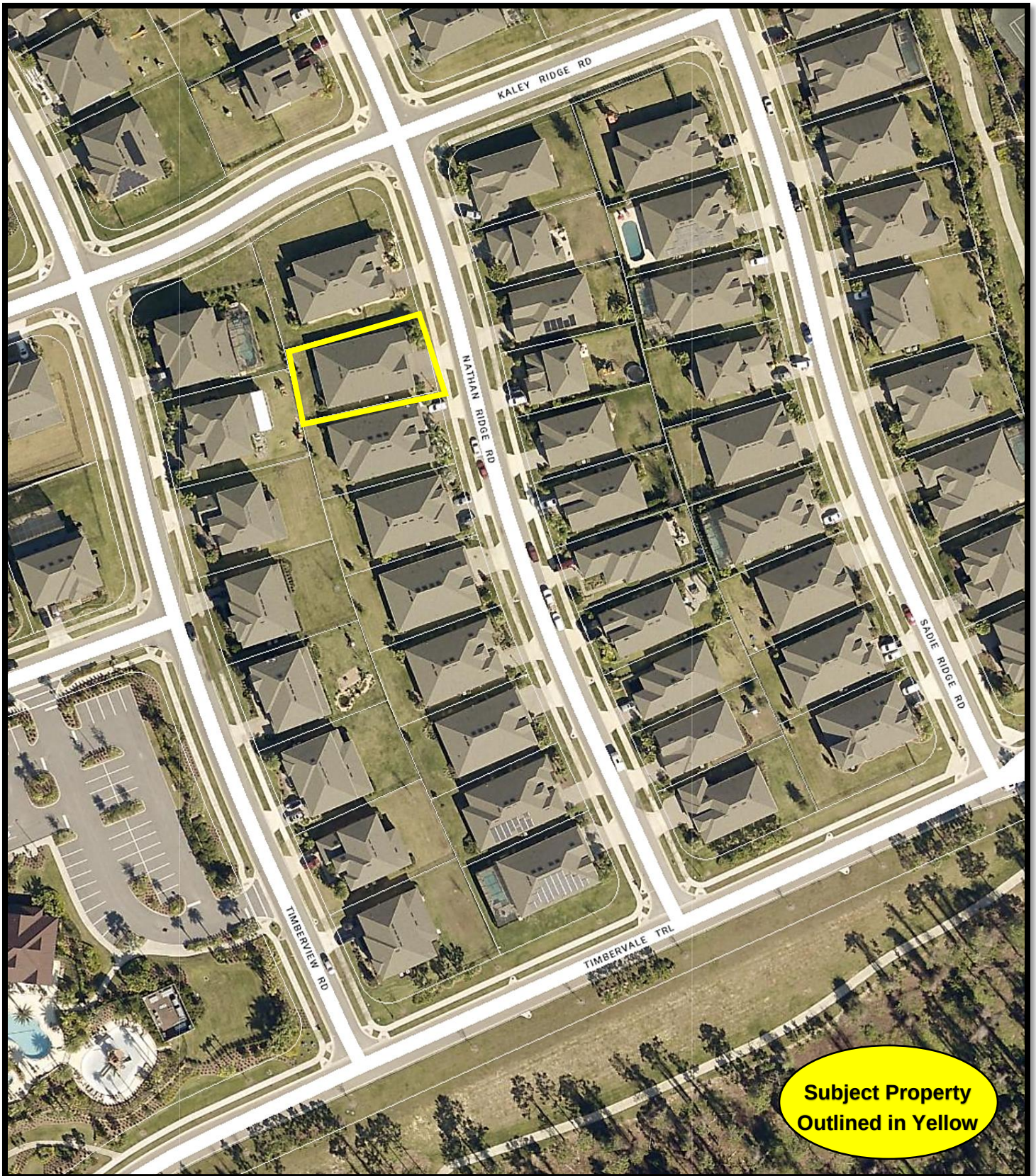
Applicant response: *By granting the variance, it will actually make the backyard more beautiful than it is currently. Right now the backyard is not usable and ugly. Adding a beautiful covered screened patio and pergola will allow our family to use our backyard as it was intended so that we can enjoy where we live for many years to come.*

Staff comments: *The requested variance is the minimum allowed for reasonable use of the land. The proposed solid roof screen porch is required to meet the setbacks of the primary structure and will allow for encroachment into the rear yard setback, the proposed screen porch addition will not be out of character with other similar structures in the neighborhood.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application can meet a positive finding. Therefore, staff recommends **denial** of the requested variance to the Land Development Code.

LOCATION MAP
982 Nathan Ridge Road-Variance



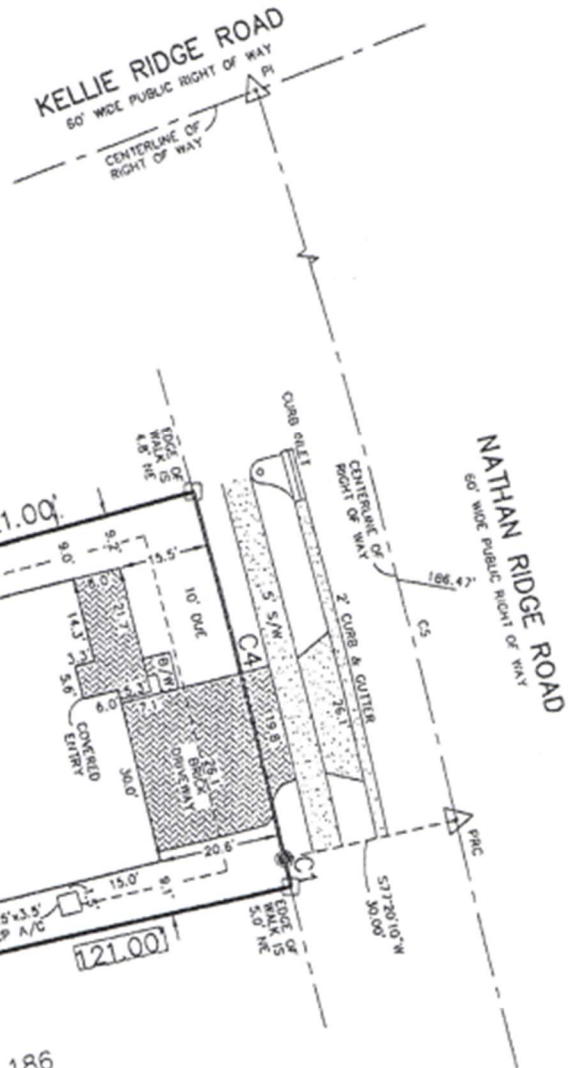
BOUNDARY & AS-BUILT SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 185, HIGHLAND RANCH THE CANYONS PHASE 2
AS RECORDED IN PLAT BOOK 67, PAGES 1-4 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	4.86'	1529.00'	0°10'56"	S12°45'18"E	4.86'
C2	5.25'	1650.00'	0°10'56"	N12°45'18"W	5.25'
C3	58.90'	1348.00'	2°30'13"	N13°54'56"W	58.90'
C4	64.19'	1469.00'	2°30'13"	S13°54'56"W	64.19'
C5	220.78'	1499.00'	8°26'20"	S16°53'00"W	220.58'



FOR THE BENEFIT AND
EXCLUSIVE USE OF:

MICHAEL DIDONATO
SUSAN DIDONATO
FIRST AMERICAN TITLE INSURANCE
COMPANY
INSPIRED TITLE SERVICES, LLC.

Taylor Morrison Home Corporation

NOTES:

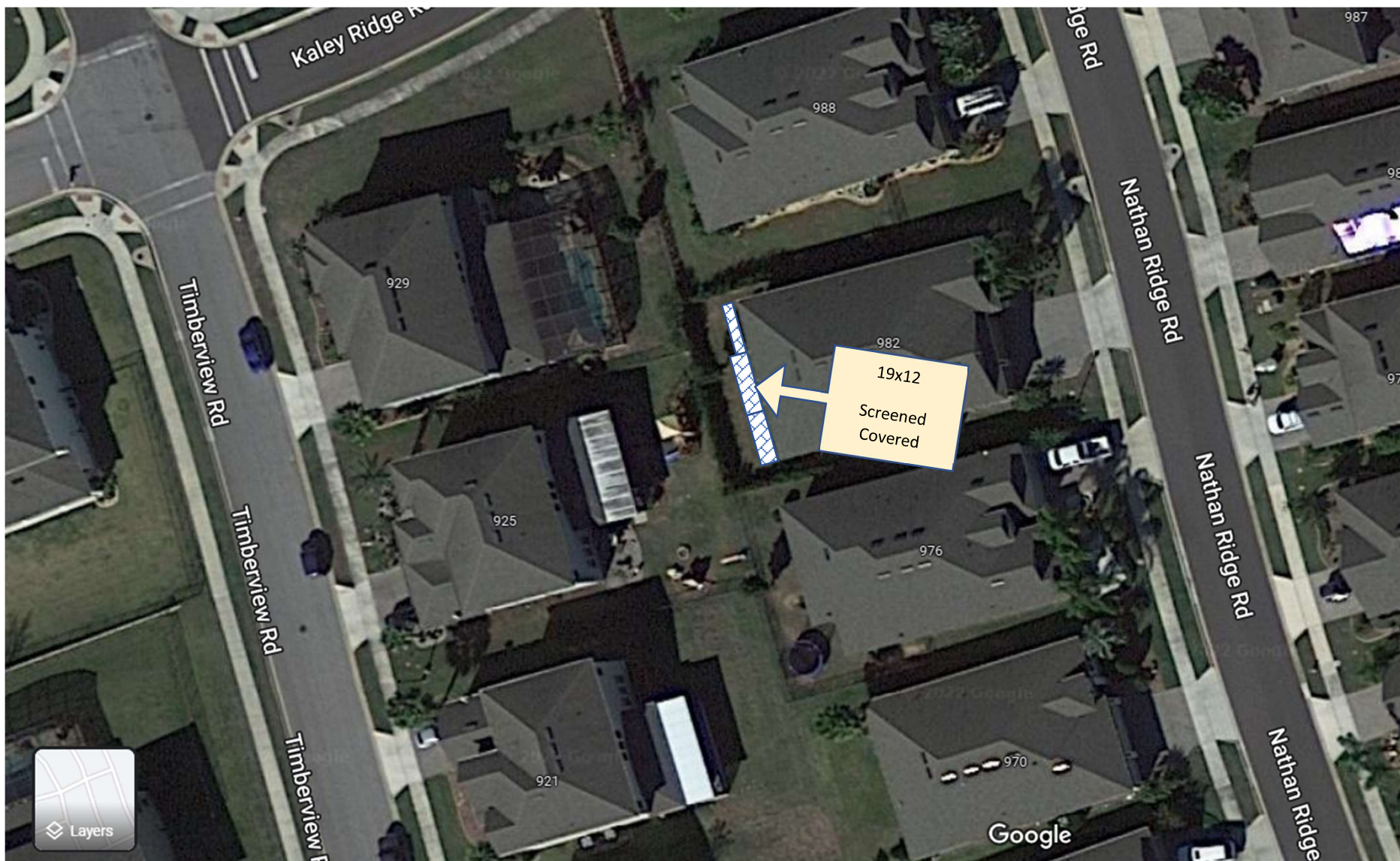
1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED, INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.
2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 02-03-17, UNLESS OTHERWISE SHOWN.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.

ADDRESS:
#982 NATHAN RIDGE ROAD
CLERMONT, FLORIDA 34715

LEGEND:

- CENTERLINE
- - - RIGHT OF WAY LINE
- DRAINAGE FLOW
- EXISTING ELEVATION

- FOUND 1/2" IRON ROD AND CAP LB #6393
- FOUND 4"x4" CONCRETE MONUMENT LB #8011
- △ FOUND NAIL AND DISC LB #8011
- FOUND 1/2" IRON ROD AND CAP LB #8011





270 W Plant Street, Ste 340
Winter Garden, FL 34787

10/12/2022

Clinton W Thomas, Rebecca Thomas
982 Nathan Ridge Rd
Clermont, FL, 34715

RE: 982 Nathan Ridge Rd

Submittal: Extend Patio

Dear Clinton W Thomas,

The Architectural Committee has reviewed and **APPROVED** the above listed application.

This approval is subject to all County, City, State and Federal permits, codes, statutes, laws, rules and regulations, which are the sole responsibility of the homeowner. This approval shall not be deemed a warranty or representation as to the quality of construction, installation, addition, alteration, repair, change or other work. Alterations/modifications may not be performed before property is closed and transferred to homeowners(s) of record per county records.

Homeowner must contact the HOA upon completion for inspection.

Should you have any questions, please feel free to contact me at 877-221-6919 or by email at ARCAApplication@Evergreen-LM.com. We thank you for your patience with this process.

Sincerely,

Evergreen Lifestyles Management
ARCAApplication@Evergreen-LM.com
For the Architectural Committee of
Canyons At Highland Ranch Homeowners Association, Inc.



270 W Plant Street, Ste 340
Winter Garden, FL 34787

10/21/2022

Clinton W Thomas, Rebecca Thomas
982 Nathan Ridge Rd
Clermont, FL, 34715

RE: 982 Nathan Ridge Rd

Submittal: Install Pergola

Dear Clinton W Thomas,

The Architectural Committee has reviewed and **APPROVED** the above listed application.

This approval is subject to all County, City, State and Federal permits, codes, statutes, laws, rules and regulations, which are the sole responsibility of the homeowner. This approval shall not be deemed a warranty or representation as to the quality of construction, installation, addition, alteration, repair, change or other work. Alterations/modifications may not be performed before property is closed and transferred to homeowners(s) of record per county records.

Homeowner must contact the HOA upon completion for inspection.

Should you have any questions, please feel free to contact me at 877-221-6919 or by email at ARCAApplication@Evergreen-LM.com. We thank you for your patience with this process.

Sincerely,

Evergreen Lifestyles Management
ARCAApplication@Evergreen-LM.com
For the Architectural Committee of
Canyons At Highland Ranch Homeowners Association, Inc.



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE <u>11/4/2022</u>		FEE: <u>300.⁰⁰ Paid on 11/7/22</u>	
Project Name (if applicable)			
Applicant <u>Clinton & Rebecca Thomas</u>			
Contact Person <u>Rebecca Thomas</u>			
Address <u>982 Nathan Ridge Rd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34715</u>
Telephone <u>407-683-7699</u>		Fax	
Email <u>Rthomas72@yahoo.com</u>			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name <u>Clinton & Rebecca Thomas</u>			
Owner Address <u>982 Nathan Ridge Rd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34715</u>
Telephone <u>407-683-7699</u>		Email <u>Rthomas72@yahoo.com</u>	
PROPERTY INFORMATION			
Address of Subject Property <u>982 Nathan Ridge Rd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34715</u>
General Location <u>Canyons at Highland Ranch subdivision in Clermont, located off Old Hwy.50 and Blackstill Lake Rd</u>			
Legal Description & Alternate Key (include copy of survey) <u>HIGHLAND RANCH THE CANYONS PHASE 2 PB 67 PG 1-4 LOT 185 ORB 5037 PG 64</u> <u>Parcel # 15-22-26-0150-000-18500</u> <u>Alternate Key #3897248</u>			
Land Use (City verification required)			
Zoning (City verification required)			



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:
PUD Zoning

What are you proposing to do that would require a variance and why?

We want to expand our patio out 12 feet to fit a hot tub and enjoy our backyard more. Need to have it screened in so we can enjoy without bugs, mosquitos and snakes.

How does the Code create a hardship?

The design of my house without a rear patio doesn't allow us to enjoy our yard. Not granting the variance request would deny us the ability to expand as our neighbors have. I'm also on medication, Doxycycline Hyclate, that prevents me from being out in the sun so having a roof over our patio is essential.

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;

There is still plenty of room between Extended Patio and other neighbors. Building the Extended Patio will not interfere with surrounding neighbors. It's only to enclose our hot tub for more privacy and protect from elements when doing so.

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

All our surrounding neighbors have extended patios, pools and playgrounds as well.

- (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;

Yes. The granting of the variance will allow a better quality of life for our family to allow us to enjoy the outdoors more in our backyard.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and if the variance is granted, it will not alter the essential character of the area whatsoever. Our neighborhood is filled with many that have already built within inches from their property line.

(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.

By granting the variance, it will actually make the backyard more beautiful then it is currently. Right now the backyard is not usable and ugly. Adding a beautiful covered screened patio and pergola will allow our family to use our backyard as it was intended so that we can enjoy where we live for many years to come.

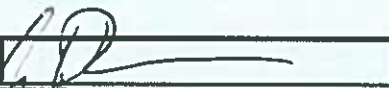
Rebecca Thomas

Applicant Name (print)

x 
Applicant Name (signature)

Clinton Thomas

Owner Name (print)

x 
Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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

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:	12/06/2022
Order Number:	8162315
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/03/2023 - 01/03/2023	Govt Public Notices
LEE dailycommercial.com	1	01/03/2023 - 01/03/2023	Govt Public Notices

Total Order Confirmation	\$87.42
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, January 10, 2023 at 6:30 PM for the following variance: to allow a rear yard setback to be less than the minimum requirements of the Planned Unit Development (PUD) Master Development Plan, at the following location:

LOCATION:

Highland Ranch, The Canyons
Phase 2
982 Nathan Ridge Road
(Alternate Key #3897248)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held 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, MMC
City Clerk

1/3/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Variance Request 200 Division Street		
Requested Action		
Recommend denial of the requested variance.		
Staff Report		
The applicant is requesting a variance to allow a rear yard setback to be less than the minimum 25 feet required for the R-3 Residential/Professional zoning district, Land Development Codes, Section 122-186. The subject property is located at 200 Division Street within the Cherry Knoll Townhomes Development. The Future Land Use designation is Medium Density Residential. The requested variance is to allow an existing 10' x 17' solid roof screen porch to encroach into the rear yard setback as constructed. The existing screen porch was constructed without a permit and the property owner is requesting a variance to allow the structure to remain as constructed. The requested variance would allow the owner the ability to keep the structure as built and apply for a permit to bring the property into code compliance. The solid roof patio would encroach 10 feet into the rear yard setback and would be approximately 14 feet from the rear property line. The screen porch addition is not out of character with other similar structures in the surrounding neighborhoods and would allow reasonable use of the property. The Land Development code requires any solid roof structures must comply with the setbacks of the primary structure. The screen porch as constructed is located on a corner lot, which could minimize the impact on the adjacent property owners. Staff finds the proposed solid roof screen porch addition will allow reasonable use of the land. However, the existing porch addition will increase the total impervious surface area of the lot and the structure will encroach into the required 25 foot rear yard setback and could be considered as intrusive to the surrounding properties. <u>STAFF RECOMMENDATION:</u> 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 all of the five review criteria. Therefore, staff recommends <u>denial</u> 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. New 86-174 Review Criteria-200 Division Street	New 86-174 Review Criteria-200 Division Street.pdf	
2. LOCATION MAP-2	LOCATION MAP-2.pdf	
3. PLAT OF BOUNDARY SURVEY - TABLOID	PLAT OF BOUNDARY SURVEY - TABLOID.pdf	
4. 290 DIVISION SCREEN ENCL	290 DIVISION SCREEN ENCL.pdf	
5. SCREEN ROOM KHARRIS PHOTO 2	SCREEN ROOM KHARRIS PHOTO 2.pdf	
6. SCREEN ROOM KHARRIS PHOTO	SCREEN ROOM KHARRIS PHOTO.pdf	
7. APPLICATION VARIANCE 1	APPLICATION VARIANCE 1.pdf	

8.	Legal Ad
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Legal ad.pdf

200 Division Street -- 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 of negatively impact the standard of living of the citizens of the city;
Applicant response: No response

Staff comments: The proposed solid roof screen porch would allow encroachment into the rear yard setback and increase the impervious surface ratio allowed for the lot, the solid roof patio addition would be located closer to the rear yard property lines; which may impact the adjacent neighbors.

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: The variance won't affect the neighbors at all but actually improve the value of the entire neighborhood as well as resale value. Additional benefit of creating a usable safe place for pets and families.

Staff comments: The variance request to allow the solid roof screen patio structure is not out of character with other properties in this zoning district.

Positive 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 benefits, by granting the variance would improve the value of the home as well as the value of the neighborhood. Additionally, covered screen rooms hold around 72 percent return in resale value all of which outweighs the benefits under the criteria if the variance was denied.

Staff comments: The requested variance to the land development code will not further any legitimate city objective.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: Will not impact the plan.

Staff comments: The variance request is consistent with the intent of the comprehensive plan goals, objectives and policies for single family residential development.

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;

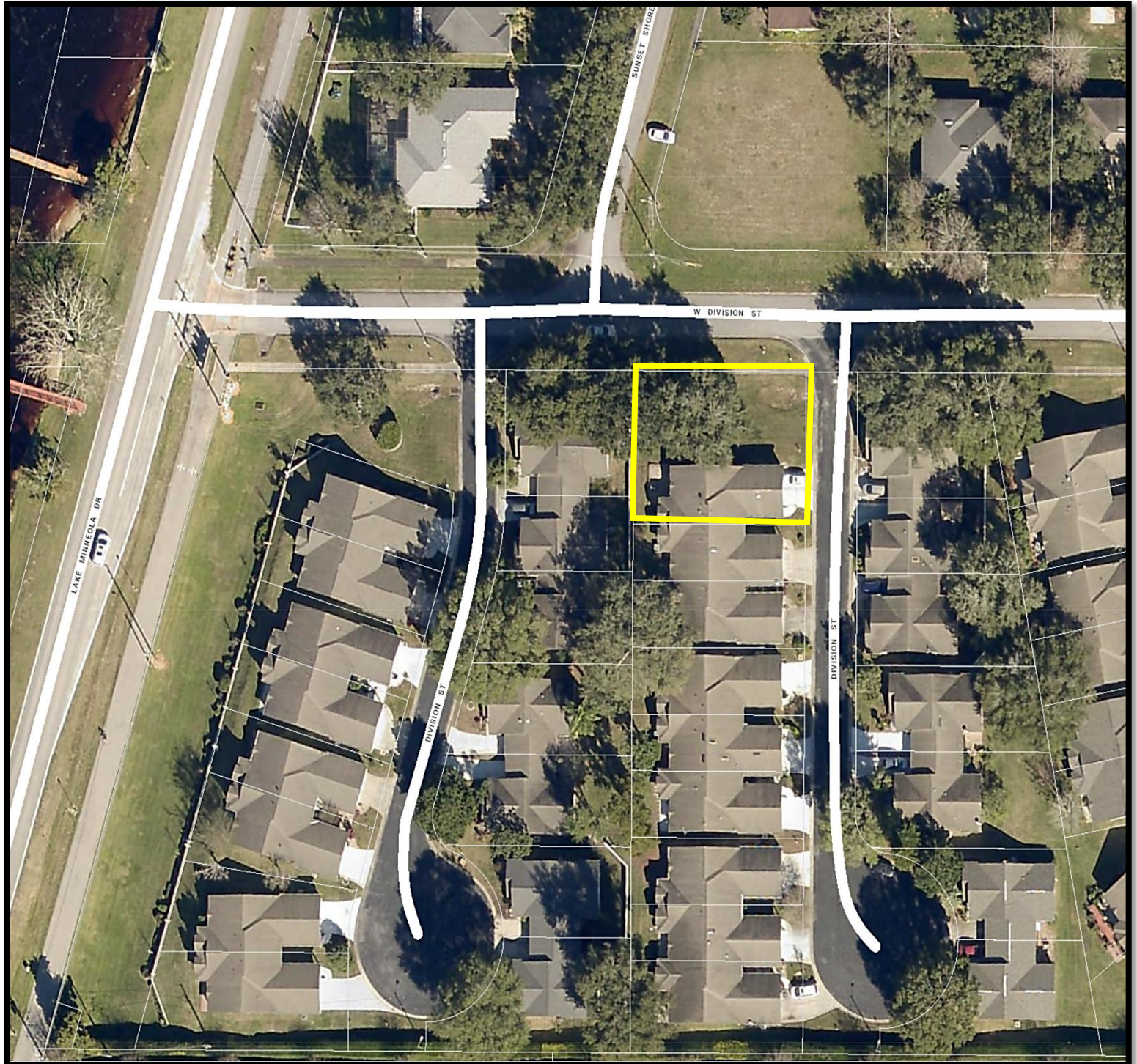
Applicant response: The benefits by granting the variance would improve the value of the home as well as the value of the neighborhood. Additionally covered screen rooms hold around 72 percent return in resale value all of which outweighs the benefits under the criteria if the variance was denied.

Staff comments: The requested variance is the minimum allowed for reasonable use of the land. The proposed solid roof screen porch is required to meet the setbacks of the primary structure and the variance will allow encroachment into the rear yard setback, the proposed screen porch addition will not be out of character with other similar structures in the neighborhood.

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application can meet a positive finding. Therefore, staff recommends **denial** of the requested variance to the Land Development Code.

LOCATION MAP
200 Division Street - Variance

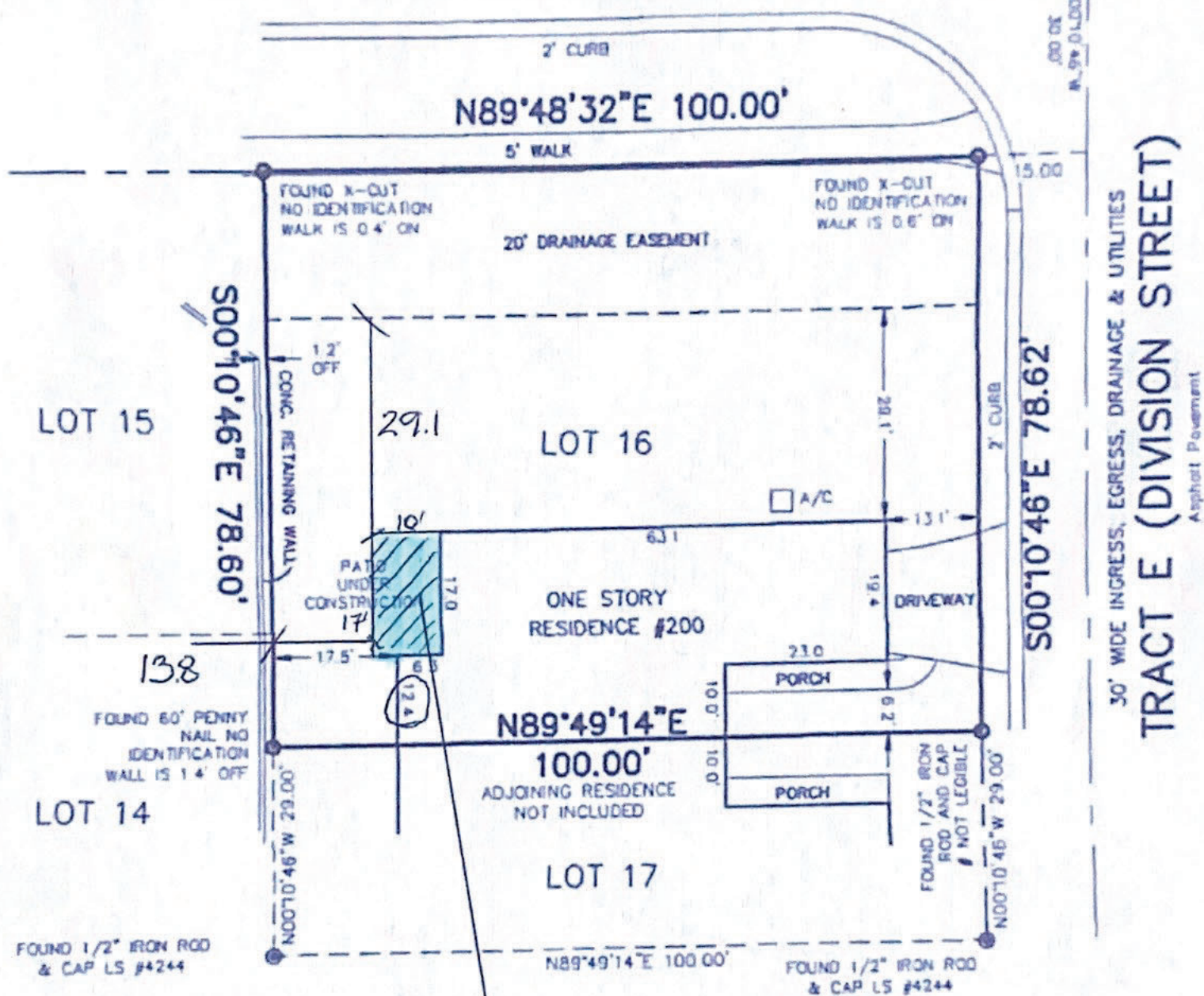


**Subject Property
Outlined in Yellow**

SCALE: 1" = 30'

60' PLATTED ROAD RIGHT OF WAY
DIVISION STREET
Asphalt Pavement

PI
FOUND NAIL & DISC
3993

 10×17

SCREEN

Room with solid root

CERTIFIED TO:

BANK OF AMERICA, N.A.

ANDRES COLL

LIBERTY TITLE COMPANY

LAWYERS TITLE INSURANCE CORPORATION

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, Lake County, Florida, Community Panel Number 1201330555 D, last dated 7/3/02, it appears from a scaling of said map that the land described hereon is shown to be in Zone "X".
(AREA OF MINIMAL FLOODING)
Said map is not a Survey and no responsibility is taken for the information contained in or the accuracy of the above

REVISIONS AND ADDITIONS

LEGEND

Δ	= Delta (Intersection Angle)
R	= Radius

☐ DENTALS CONCRETE

CHERRY KNOLL SCREEN ENCLOSURE

290 DIVISION ST CLEREMONT 10X17 SCREEN ENCLOSURE



KATHY HARRIS SCREEN ROOM 10X17
200 DIVISION ST



KATHY HARRIS 10X17 SCREEN ROOM
200 DIVISION ST





CITY OF CLERMONT

VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

- _____ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- _____ Legal description of the property – may be on information above.
- _____ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11” x 17” (two full size copies for detail as needed, depending on the Variance).
- _____ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant’s best interest to submit the application with those five (5) items in mind to justify the variance request.
- _____ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- _____ The original application and all supplemental materials.
- _____ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542



**CITY OF CLERMONT
VARIANCE
Application**

DATE: 10/22/2022

FEE: _____

PROJECT NAME (if applicable): KATHY HARRIS PROJECT

APPLICANT: KIM RYNEARSON - BLUE SKYE SCREENING

CONTACT PERSON: KIM RYNEARSON

Address: 2414 COMMERCE BLVD

City: ORLANDO State: FL Zip: 32807

Phone: 407-575-4639 Fax: _____

E-Mail: info@blueskyescreening.com

OWNER: KATHY HARRIS

Address: 200 DIVISION ST

City: CLERMONT State: FL Zip: 34711

Phone: 208-949-7746 Fax: _____

Address of Subject Property: 200 DIVISION ST CLERMONT FL 34711

General Location: CLERMONT FL CHERRY KNOLL

Legal Description (include copy of survey): _____

CLERMONT, CHERRY KNOLL, LOT 16 PB 29 PGS 99-100 ORB 5698 PG 1540

Land Use (City verification required): RESIDENTIAL HOME



Zoning (City verification required): _____

**CITY OF CLERMONT
VARIANCE
Application
Page 2**

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

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

ZoningCode R-3 RESIDENTIAL/PROFESSIONAL DISTRICT

What are you proposing to do that would require a variance and why? _____

Proposing to keep a constructed screen room, 10x17, that protrudes 3'6" out from the house, encroaching into the 17.5 rear set back 3'6" Leaving 13'8" to the setback line. The current home was not built with an outdoor, usable covered living space in order to be protected from the elements i.e. rainstorms so many Floridans have the privilege.

How does the Code create a hardship? The current easement deprives us from building a covered outdoor space that is large enough to enjoy outdoor living which is allowable by code for hardscape areas and screen enclosures with a screen roof

*** * * * * 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 use of the property, which use is not out of character with other properties in the same zoning category;

This variance won't affect the neighbors at all but actually improve the value of the entire neighborhood as well as resale value. Additional benefit of creating a usable safe place for pets and families.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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;

The benefits, by granting the variance, would improve the value of the home as well as the value of the neighborhood. Additionally, covered screen rooms hold around 72 percent return in resale value all of which outweighs the benefits under this criteria if the variance were denied.

When selling any home in Florida, you'll find that your home gets more attention than comparable homes without an enjoyable usable covered outdoor living area.

(4) The granting of the variance is consistent with the city's comprehensive plan; and

WILL NOT IMPACT THE PLAN

(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 were denied.

The benefits, by granting the variance, would improve the value of the home as well as the value of the neighborhood. Additionally, covered screen rooms hold around 72 percent return in resale value all of which outweighs the benefits under this criteria if the variance were denied.

When selling any home in Florida, you'll find that your home gets more attention than comparable homes without an enjoyable usable covered outdoor living area.



CITY OF CLERMONT
VARIANCE
Application
Page 4

Kim Rynearson
Applicant Name (print)

X 
Applicant Name (signature)

Kathy Harris
Owner Name (print)

X 
Owner Name (signature)

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered:

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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



- (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 use of the property, which use is 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;
- (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 were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

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:	12/08/2022
Order Number:	8178807
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	46.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/03/2023 - 01/03/2023	Govt Public Notices
LEE dailycommercial.com	1	01/03/2023 - 01/03/2023	Govt Public Notices

Total Order Confirmation	\$82.68
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, January 10, 2023 at 6:30 PM for the following variance: to allow a rear yard setback to be less than the minimum setback requirements for an accessory structure in the R-3 Residential/Professional zoning district, Section 122-341, at the following location:

LOCATION:

Cherry Knoll Subdivision
200 Division Street
(Alternate Key #3242009)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held 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

Daily Commercial
January 3, 2023

L8178807 1/3/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Variance Request 1672 Turnstone Way		
Requested Action		
Recommend denial of the requested variance.		
Staff Report		
The applicant is requesting a variance to allow for a reduced rear yard setback, instead of the minimum 25 feet requirement for the code. The subject property is located at 1672 Turnstone Way, which is part of the Lost Lake Subdivision. The property zoning is Planned Unit Development (PUD) and the Future Land Use is Master Planned Development. The requested variance is to allow an existing solid roof pergola patio structure to encroach into the rear yard setback as existing and constructed. The code requires any solid roof structures must comply with the setbacks of the primary residence. The open roof pergola was constructed with a permit. The open roof pergola was placed 7 ½ feet from the rear property line, which is allowable by the land development regulations. The applicant later installed a solid roof, which changed the setback requirements. The current layout of the patio structure abuts an existing opaque hedge/shrub screen to help minimize any impact on the adjacent property owners. The owner indicates that because the unroofed pergola structure was already approved with a permit and they were not aware the solid roof installation would change the permit requirements, and now requires a variance to allow the pergola to remain as constructed. The applicant also indicates that because the solid roof pergola structure has already been built at a significant cost to the homeowner, the removal of the existing structure will provide an undue and excessive hardship to the property owner. The applicant has provided several letters of support and no objects from the surrounding property owners. In addition, the HOA had previously approved the open roof pergola, but the addition of the solid roof structure will require a permit from the City before ARB approval. Staff finds the proposed solid roof pergola will allow reasonable use of the property. However, the proposed addition will increase the impervious surface area of the lot and the structure will encroach into the required 25-foot rear yard setback and could be considered as intrusive to the surrounding properties. <u>STAFF RECOMMENDATION:</u> 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 all of the five review criteria. Therefore, staff recommends <u>denial</u> 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. New 86-174 Review Criteria	New 86-174 Review Criteria.pdf	

2.	Location Map-1672 Turnstone	Location Map-1672 Turnstone.pdf
3.	Survey	Survey.pdf
4.	Photos	Photos.pdf
5.	Letters of approval	Letters of approval.pdf
6.	08-02-2022 ARB Denial Letter - 1672 Turnstone	08-02-2022 ARB Denial Letter - 1672 Turnstone.pdf
7.	06-06-2022 Violation Letter - 1672 Turnstone	06-06-2022 Violation Letter - 1672 Turnstone.pdf
8.	Application	Application.pdf
9.	Legal ad	Legal ad.pdf

1672 Turnstone Way -- 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: I have attached letters from my two closest neighbors concerning this issue. You will find that not only does my property not interfere; my neighbors have also enjoyed it on several occasions.

Staff comments: The variance request to allow an existing solid roof pergola patio structure encroach into the rear yard setback. The solid roof structure is existing and the applicant is requesting a variance to allow the structure to remain as constructed. The code requires any solid roof accessory structures must comply with the setbacks of the primary structure. The open pergola was constructed with a permit, the applicant later installed a solid roof, which changed the setback requirements. The current layout of the patio structure abuts an existing opaque hedge/shrub screen to help minimize the impact to adjacent property owners.

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: My covered patio serves the same purpose as all my neighbors. We created spaces that we are proud to invite family and friends over to enjoy with us. One of the biggest differences is that because there is no fence between my house and the next-door neighbor, they can enjoy the patio also, on a daily basis.

Staff comments: The variance request is not out of character with other properties in this zoning district.

Positive 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: Due to the cost of the roof panels, granting the variance is a significant benefit and compliance to all regulations will be adhered to.

Staff comments: The requested variance to the land development code will not further any legitimate city objective.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: Granting of this variance is consistent with the City’s comprehensive plan.

Staff comments: The variance request is consistent with the intent of the Comprehensive Plan goals, objectives and policies for single family residential.

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;

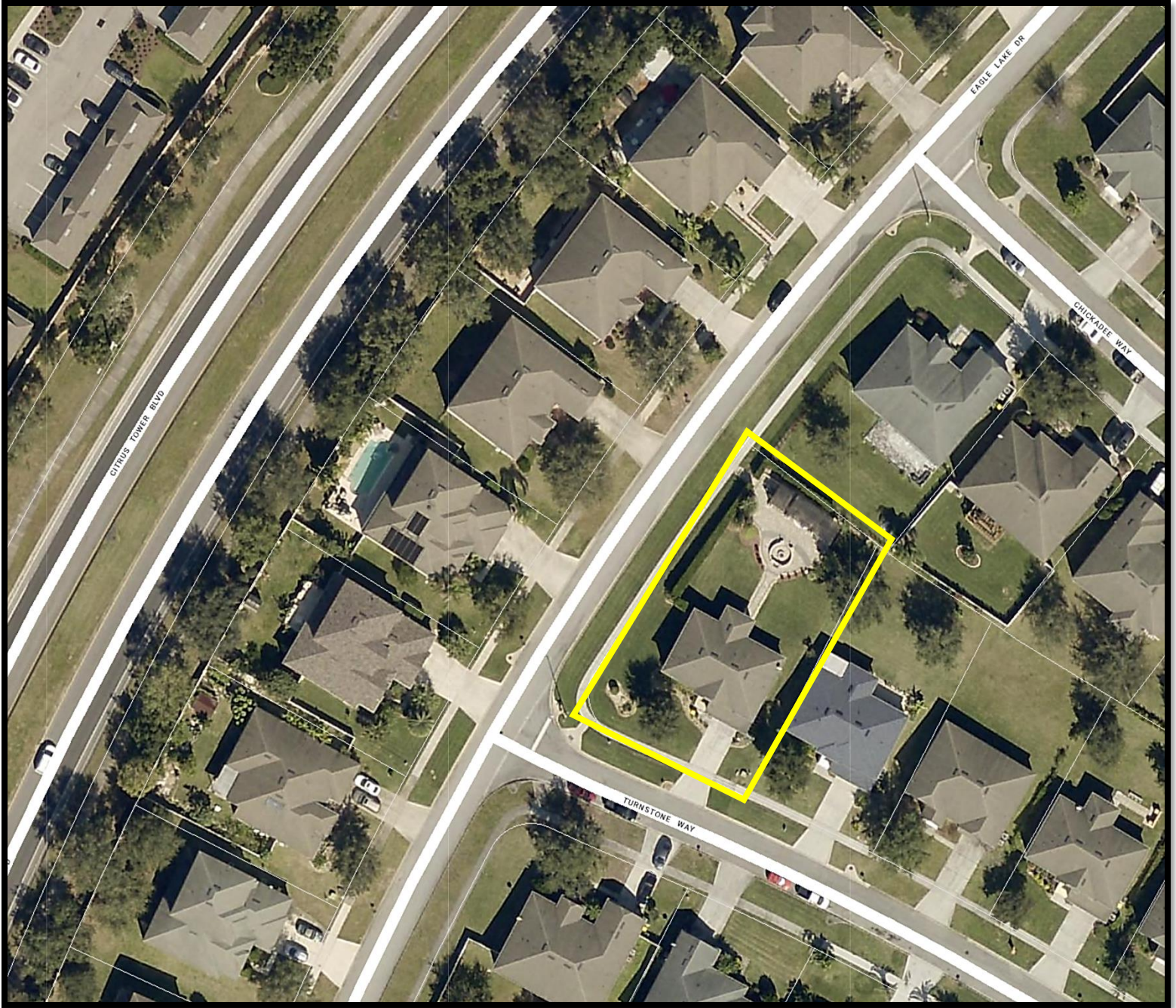
Applicant response: This variance will allow me to enjoy the structure and make reasonable use of the structure. Granting the variance allows a benefit that outweighs the denial of the variance.

Staff comments: The variance request is the minimum allowed for reasonable use of the land. The open roof pergola structure was constructed with a permit, later a solid roof was added to protect from the elements; the outdoor patio area is existing and may create a hardship if variance is denied.

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application can meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

**Location Map:
1272 Turnstone Way – Variance Request**

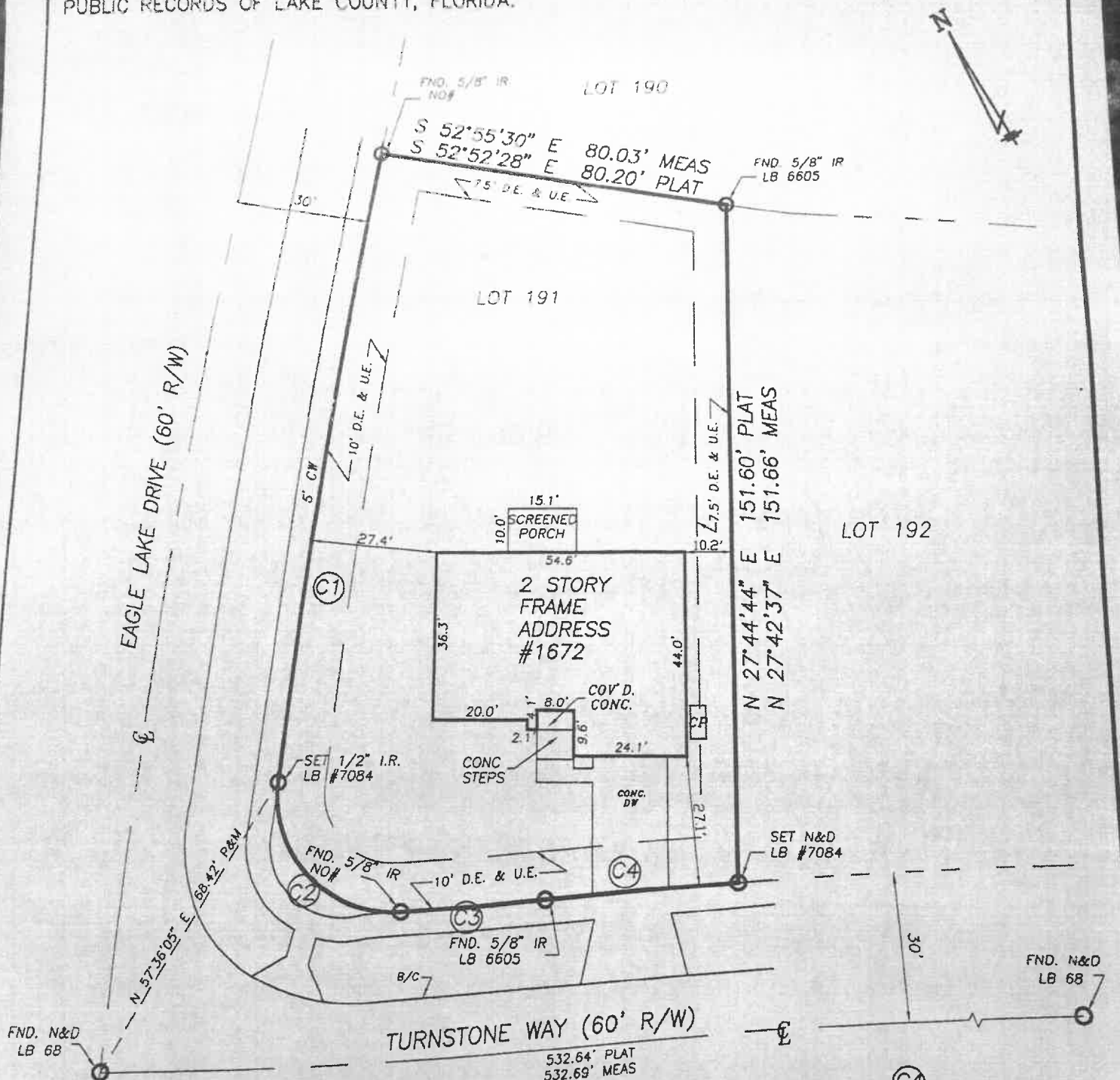


**Subject Property
Outlined in Yellow**

MAP OF SURVEY

DESCRIPTION

LOT 191, LOST LAKE TRACT E, AS RECORDED IN PLAT BOOK 53, PAGES 47 THROUGH 51, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



① $\Delta = 4^{\circ}46'30''$
 $R = 1740.00'$
 $L = 145.01'$
 CHORD
 $S 34^{\circ}59'19'' W$
 $144.96' PLAT$
 $S 35^{\circ}00'52'' W$
 $144.94' MEAS$

② $\Delta = 98^{\circ}48'45''$
 $R = 25.00'$
 $L = 43.12'$
 CHORD
 $N 16^{\circ}48'19'' W$
 $37.97' PLAT$
 $N 16^{\circ}59'35'' W$
 $37.91' MEAS$

③ $\Delta = 1^{\circ}47'57''$
 $R = 970.00'$
 $L = 30.46'$
 CHORD
 $S 67^{\circ}06'39'' E$
 $30.46' PLAT$
 $S 67^{\circ}03'06'' E$
 $30.46' MEAS$

④ $\Delta = 1^{\circ}18'22''$
 $R = 1780.00'$
 $L = 40.58'$
 CHORD
 $N 67^{\circ}21'27'' W$
 $40.58' PLAT$
 $N 67^{\circ}14'12'' W$
 $40.51' MEAS$















To; Lake County City Council
From: Jeff and Katie Landkammer

We are writing this letter in support of our neighbors. We have lived next door to Karen Hodge for 3 years now and consider her an awesome neighbor.

To give you a little insight on her personally, she is always nice, she omitted the gate between the houses so our dogs could play in the back yard and always keeps her yard and surroundings looking great. We could not have asked for better neighbors. We look out for each others' house and we help each other out with numerous things.

As far as the covered pergola, we absolutely love it. Seeing my neighbors yard was one of the reasons we chose the house. We have, on occasion, enjoyed the patio ourselves. The covered pergola does not lessen the enjoyment of my property. It actually adds to it. We have no problem with everything remaining the way it is.

Jeffrey Landkammer
Jeff 

Kathryn Landkammer
Katie 

8/15/2022

Dear City Council Members,

I am writing this letter in response to a request from Karen Hodge to support in her efforts to get a variance. Let it be known that I wholeheartedly support this approval. She has created a beautiful space that not only adds value to my property, but enhances the subdivision as a whole. I have personally enjoyed the space that my neighbor created and I have no problem with the space remaining exactly as it is.

This backyard in no way hampers my space or interferes with my own enjoyment.

Thank you,

A handwritten signature in blue ink, appearing to read 'Myrna Contreras', with a long horizontal flourish extending to the right.

Myrna Contreras

1703 Chickadee Way

Clermont FL 34711

(directly in back of her home)



August 2, 2022

CM8400 0E0191
Karen Hodge
1672 Turnstone Way
Clermont, FL 34711

RE: ARB Application: 1672 Turnstone Way

Dear Homeowner:

This letter is being written on behalf of and at the direction of the Board of Directors for the Lost Lake Residential Property Owner's Association, Inc.

The Board of Directors has **Denied** your request, **with comments**, for the installation of Pergola.

- **Comments:** Please submit city permit and reapply.

If you have any questions at all, please feel free in contacting me at the Lost Lake Residential Property Owner's Association, Inc. c/o Sentry Management 1645 E. Hwy. 50, Suite 201, Clermont, FL 34711.

Sincerely,

Janna Laine, LCAM
Community Association Manager

LOST LAKE RESIDENTIAL PROPERTY OWNER'S ASSOCIATION, INC.
APPLICATION TO THE ARCHITECTURAL REVIEW BOARD (amended 10/18/2021)

This form is to be completed by the homeowner and submitted to the Architectural Review Board (ARB) for approval **BEFORE** any work commences. Please refer to your Declaration of Covenants and Restrictions for a description of the ARB and its purpose.

Forward Requests to: Janna Laine
Sentry Management, Inc.
1645 E Highway 50 Suite 201
Clermont, FL 34711
Email: cmreception@sentrymgt.com
Phone: 352-243-4595 (0 for Receptionist)
Fax: 352-243-4597

Note: Incomplete or improperly submitted requests will be returned without action to the owner for correction and resubmission. All applications are reviewed within 30 days of receipt by Sentry.

THIS SECTION TO BE COMPLETED BY HOMEOWNER

OWNER NAME: Karen Hodge DATE: 7/22/22
ADDRESS: 1672 Turnstone Way Email (REQUIRED): mail@kaialece.com
PHONE (Home/Cell): 904-838-5161 (Work): —

DESCRIBE THE CHANGE/ADDITION INSTALLATION: (i.e., Fence, screen enclosure, pool, shed, widen driveway, etc.)
For Replacement shingles, provide Color: Build pergola with Cedar Wood with 2 levels.

EXTERIOR PAINTING (repaint exterior): LIST SCHEME # _____ (see link below to HOA approved schemes)

Main Body color/#: _____ Accent stucco color/#: _____ Front Door color/#: _____

Garage Door color/#: _____ Shutter color/#: _____ Color(s): **ATTACH COLOR CHIPS OR PRINT SCHEME FROM WEBSITE**

<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/clermont/fl/the-reserve-at-lost-lake/>

SPECIFICATIONS: (Attach copies of plans, estimate or pictures. Fence requests include style, size and finish. Additionally, fence posts must face inward on fence installations with the smooth side facing outward.)

Dimensions: 16ft x 40ft (3 Attached sections / 2 levels)
Material(s): Cedar Wood

Note: All requests and alterations must conform to all local Zoning and Building Regulations, and you must obtain all necessary permits if your request is approved by the Architectural Review Board. A copy of your permit is to be sent to Sentry for your file.

THIS SECTION TO BE COMPLETED BY ARCHITECTURAL REVIEW BOARD

Mgmt. Rec'd Date: _____ Forwarded to: _____ on _____ Sent to Owner: _____

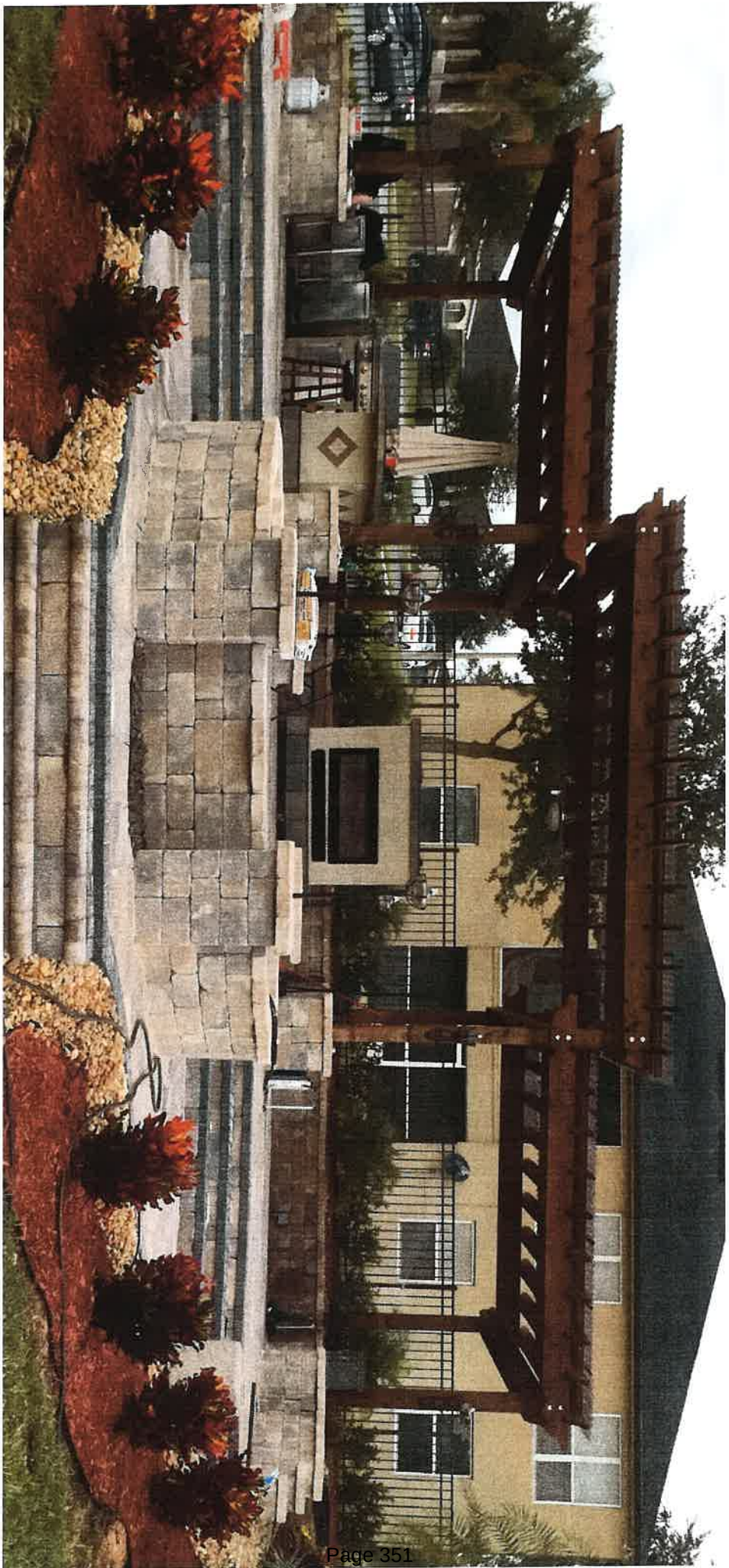
ARB Comments: _____

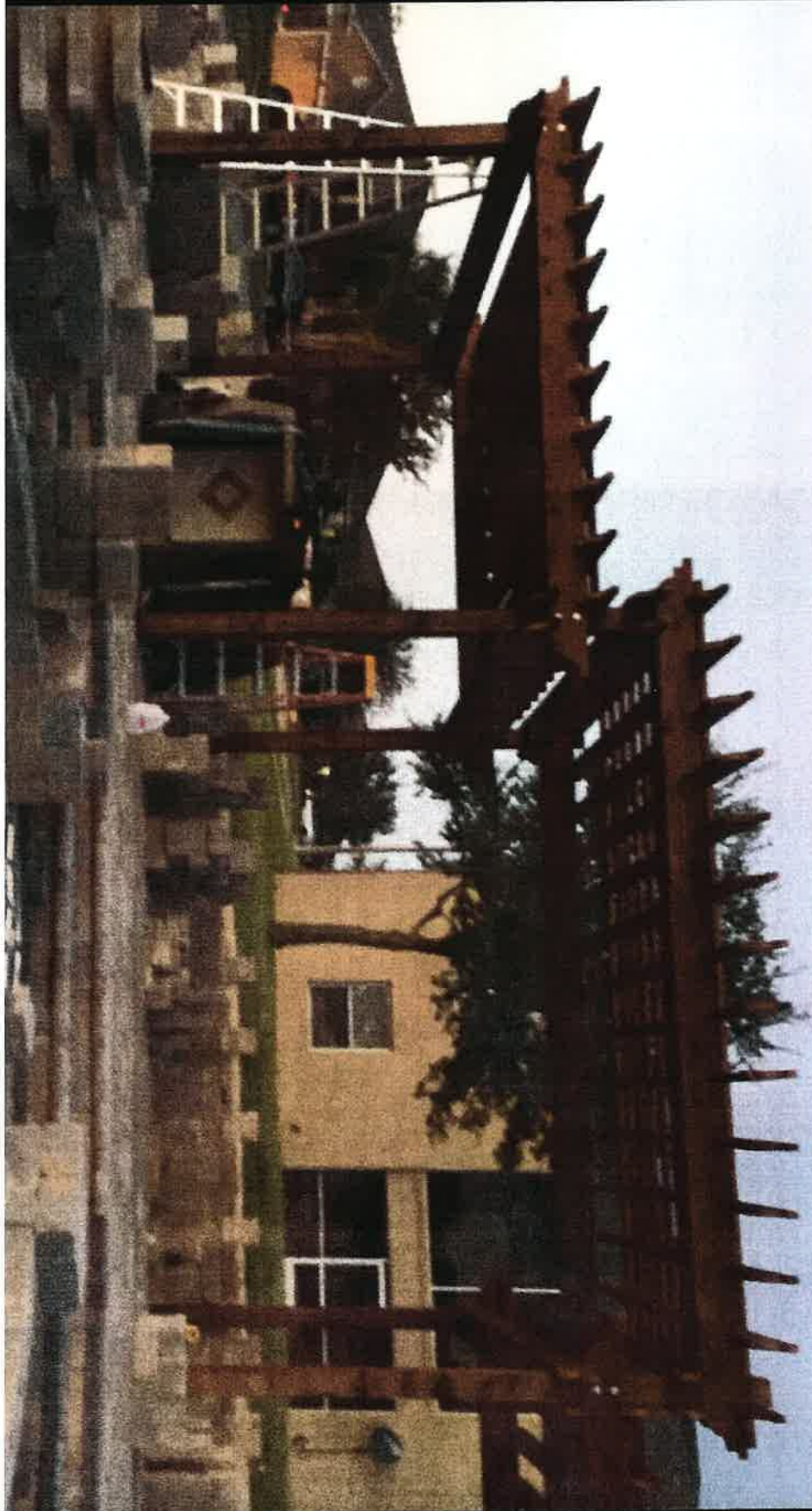
[] **APPROVED:** Board Member Signature: _____ Date: _____

[X] **DENIED:** Board Member Signature: 7/29/22 Date: _____

Board Comments or Conditions: please submit city permit

NOTE: Work must be completed no later than 90 days after date the approved form is sent to the Owner for normal requests. In situations where the request is major in nature, such as a pool, work must be started within 90 days of the date the approved form is sent to the Owner and completion must not be unnecessarily delayed by the Owner. Failure to comply with the above deadlines will automatically revoke approval of this form and the Owner will be required to resubmit this form again for approval.









LOST LAKE RESIDENTIAL PROPERTY OWNERS ASSN INC
1645 E HWY 50 Ste 201
CLERMONT FL 34711-5199
(352)243-4595 ext. 59009

VIA email mail@kaialece.com

Request for Action

DATE: 06/06/2022

CM 90 CM8400 0E0191
KAREN V HODGE
1672 TURNSTONE WAY
CLERMONT FL 34711

OWNER ID 0E0191

REFERENCE: 1672 TURNSTONE WAY
CLERMONT FL 34711

On behalf of your association's Board of Directors, we are writing to request your attention to the community needs and the referenced property as follows:

It has recently been brought to the Associations attention that you have altered a previously approved open roof pergola to include a roof without ARB or City approval. Please submit a new ARB application for consideration of a roof on the previously approved open roof pergola along with the City permit for the roof.

In order to protect both the aesthetic and financial value of your home and community, please consider this notice as a reminder of your obligation to honor the association deed restrictions. It is possible that you have already planned to address the matter and, if so, your prompt action is appreciated. Otherwise, please review this notice and proceed accordingly as soon as possible. The governing documents both authorize and obligate the Board to enforce the deed restrictions to the community's benefit, whenever possible, and cooperation from the membership is necessary.

On Behalf of the Board of Directors,

JANNA LAINE
Community Association Manager
jlaine@sentrymgt.com

cc1:



CITY OF CLERMONT VARIANCE APPLICATION

DATE		FEE:	
Project Name (if applicable)			
Applicant Karen Hodge			
Contact Person Karen Hodge			
Address 1672 Turnstone Way		City Clermont	State FL Zip 34711
Telephone 904-838-5161		Fax —	
Email mail@kaialece.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property		City	State Zip
1672 Turnstone Way		Clermont	FL 34711
General Location			
Legal Description & Alternate Key (include copy of survey)			
Lot 191, Lost Lake Tract E			
survey attached			
Land Use (City verification required)			
Zoning (City verification required)			



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?

Pergola covered with 8mm polycarbonate panels is not at required setback. I permitted this project and did not know I needed to approve the roof panels.

How does the Code create a hardship?

Unfortunately, the \$8,600 panels were installed already. They don't cause any issues with my neighbors and I would lose about 10K total to have them removed.

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; I have attached letters from my 2 closest neighbors concerning this issue. You will find that not only does my property NOT interfere, my neighbors have also enjoyed it on several occasions.
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category; My covered patio serves the same purpose as all my neighbors. We created spaces that we are proud to invite family + friends over to enjoy with us. One of the biggest differences is that because there is no fence between my house and the next door neighbor, they can enjoy the patio also... on a daily basis.
- (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; Due to the cost of the roof panels, granting the variance is a significant benefit and compliance to all regulations will be adhered to.



CITY OF CLERMONT
VARIANCE
APPLICATION

- (4) The granting of the variance is consistent with the city's comprehensive plan; and

Granting of this variance is consistent with the city's comprehensive plan

- (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.

This variance will allow me to enjoy the structure and make reasonable use of the structure. Granting the variance allows a benefit that outweighs the denial of the variance.

Karen V. Hodge

Applicant Name (print)

x Karen V. Hodge

Applicant Name (signature)

Karen V. Hodge

Owner Name (print)

x Karen V. Hodge

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

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:	12/08/2022
Order Number:	8178806
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	45.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/03/2023 - 01/03/2023	Govt Public Notices
LEE dailycommercial.com	1	01/03/2023 - 01/03/2023	Govt Public Notices

Total Order Confirmation	\$81.10
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, January 10, 2023 at 6:30 PM for the following variance: to allow for an accessory structure rear yard setback to be less than the minimum requirements for the Planned Unit Development (PUD) Master Development Plan, at the following location:

LOCATION:

Lost Lake
1672 Turnstone Way
(Alternate Key #3834000)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held 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

Daily Commercial
January 3, 2023 8178806



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Board Appointments		
Requested Action		
Consider appointments to Code Enforcement Board, Police Officers Pension Board, Fire Fighters Pension Board and Outside Agency Boards.		
Staff Report		
Notice was advertised requesting an application to be submitted to the Clerk's office for individuals interested in serving on the available boards. Attached are the applications submitted to the City. The city code requires individuals serving on the Code Enforcement Board, Police Officers Pension Board, and Fire Fighters Pension Board to be a registered elector of the city.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Code Enforcement Board 2023	Code Enforcement Board 2023.docx	
2. Police Officers Pension Board	Police Officers Pension Board.docx	
3. Fire Fighters Pension Board	Fire Fighters Pension Board.docx	
4. Outside Agency Boards	Outside Agency Boards.docx	
5. Woodhouse, Patricia	Woodhouse, Patricia.pdf	
6. Bain, Bryan	Bain, Bryan.pdf	
7. Falcon, Katherine	Falcon, Katherine.pdf	
8. Howell, Michelle	Howell, Michelle.pdf	
9. Fornoles, Domingo	Fornoles, Domingo.pdf	
10. Myers, Chandra L.	Myers, Chandra.pdf	
11. Falcone, Frances	Falcone, Frances.pdf	
12. Baker, John H.	Baker, John.pdf	
13. Legal Ad	12-9-22 City Of Clermont-Legals FL 8163369.pdf	

Code Enforcement Board	MEMBER	SEAT ASSIGNED	OFFICE TYPE	TERM	TERM START DATE	TERM EXP	FIRST YEAR JOINED	DATE LAST APPOINTED	COMPLETING A VACANT TERM	RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Vacant	Seat 1	Appointed	1 Year	04.18.2022	04.18.2023			Yes				
	Beth Walters	Seat 2	Appointed	1 Year	04.18.2022	04.18.2023	2022	03.22.2022	No		1258 Shorecrest Circle	352-255-2823	bethwalters@cfl.rr.com
	Justin Allender	Seat 3	Appointed	2 Years	04.18.2022	04.18.2024	2022	03.22.2022	No		543 W. Minneola Avenue	850-910-1101	justinallender@yahoo.com
	Vacant	Seat 4	Appointed	2 Years	04.18.2022	04.18.2024			Yes				
	Paul Duhon	Seat 5	Appointed	2 Years	04.18.2022	04.18.2024	2022	03.22.2022	No		2375 Lakeview Avenue	407-446-4127	paul@ericadiazteam.com
	Vacant	Seat 6	Appointed	3 Years	04.18.2022	04.18.2025			Yes				
	James Johnson	Seat 7	Appointed	3 Years	04.18.2022	04.18.2025	2022	03.22.2022	No		854 Zeek Ridge Court	407-739-8937	jaj407@yahoo.com

CODE ENFORCEMENT BOARD (1 Seat Available - filing vacant term until 04.18.2023) (1 Seat Available - filling vacant term until 04.18.2024) (1 Seat Available - filing vacant term until 04.18.2025)	REQUESTOR	ADDRESS/SUBDIVISION	CURRENTLY SERVING ON OTHER CITY BOARDS	PRIOR SERVICE TO THE CITY	OTHER BOARDS REQUESTED	REQUESTING	LIVES IN CITY	REGISTERED VOTER
	Patricia Woodhouse	2010 Sunset Lane		No		Appointment	Yes	Yes
	Bryan Bain	3578 Wind River Run		No		Appointment	Yes	Yes
	Katherine Falcon	280 Edgewood Drive		No	Police Pension & Fire Pension	Appointment	Yes	Yes
	Michelle Elizabeth Howell	2530 Citrus Tower Boulevard		No		Appointment	Yes	Yes
	Domingo (Sonny) Fornoles, Jr.	585 Drew Avenue		No		Appointment	Yes	Yes
	Chandra L. Myers	1040 Glenraven Lane		Yes		Appointment	Yes	Yes
	Frances Falcone	3904 Doune Way		No		Appointment	Yes	Yes

POLICE OFFICERS PENSION BOARD	MEMBER	SEAT ASSIGNED	OFFICE TYPE	TERM	START DATE	TERM EXP	DATE FIRST APPOINTED	FIRST YEAR JOINED	DATE LAST APPOINTED	COMPLETING A VACANT TERM	RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	G. Ross Hutto	Seat 1	Council Appointed	2 Years	01.01.2022	12.31.2023	12.14.2021	2022	12.14.2021	No		326 W. Osceola Street	803-260-2035	grhutto@live.com
	Vacant	Seat 2	Council Appointed	2 Years	01.01.2023	12.31.2025				NO				
	Jimmie Harper	Seat 3	Membership Elected	2 Years		12.01.2024								
	Chris Martin	Seat 4	Membership Elected	2 Years		12.31.2023								
	Jason Sayre	Seat 5	Selected and Approved	2 Years	01.01.2021	12.31.2022	04.09.2013	2013	12.08.2020	NO		4938 Water Gate Drive	352-536-8413	jsayre@clermontfl.org

POLICE PENSION BOARD (1 SEAT AVAILABLE) (2 YEAR TERM)	REQUESTOR	ADDRESS/SUBDIVISION	CURRENTLY SERVING ON OTHER CITY BOARDS	PRIOR SERVICE TO THE CITY	OTHER BOARDS REQUESTED	REQUESTING	LIVES IN CITY	REGISTERED VOTER
	Katherine Falcon	280 Edgewood Drive		No	Fire Pension & Code Enforcement	Appointment	Yes	Yes
	John H. Baker	3847 Sanibel Street		Yes	Fire Pension	Appointment	Yes	Yes

CURRENT FIREFIGHTER PENSION BOARD	MEMBER	SEAT ASSIGNED	OFFICE TYPE	TERM	TERM START DATE	TERM EXP	DATE FIRST APPOINTED	FIRST YEAR JOINED	DATE LAST APPOINTED	COMPLETING A VACANT TERM	RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Vacant	Seat 1	Council Appointed	2 Years	01.01.2022	12.31.2023								
	Ariel Guerrero	Seat 2	Council Appointed	2 Years	01.01.2022	12.31.2023				No		203 Pleasant Hill Drive	305-788-3195	aog373@gmail.com
	Adam Watkins	Seat 3	Membership Elected			12.31.2023								
	Judd Lent	Seat 4	Membership Elected			12.31.2022								
	William Ryan Moore	Seat 5	Selected and Appointed			04.30.2023								

FIRE PENSION BOARD (1 SEAT AVAILABLE) (FILLING 1 YEAR TERM UNTIL 12.31.2023)	REQUESTOR	ADDRESS/SUBDIVISION	CURRENTLY SERVING ON OTHER CITY BOARDS	PRIOR SERVICE TO THE CITY	OTHER BOARDS REQUESTED	REQUESTING	LIVES IN CITY	REGISTERED VOTER
	Katherine Falcon	280 Edgewood Drive		No	Police Pension & Code Enforcement	Appointment	Yes	Yes
	John H. Baker	3847 Sanibel Street		Yes	Police Pension	Appointment	Yes	Yes

SOUTH LAKE CHAMBER OF COMMERCE	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP				RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Michelle Pines	Voting Member	Appointed	no limit	01.01.2022						550 East Avenue	407-461-9212	Mpines@Clermontfl.org
	--	City Manager	Ex-Officio	--	--	--							
LAKE COUNTY LEAGUE OF CITIES BOARD OF DIRECTORS	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP				RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Vacant	Voting Member	Appointed	1 Year	01.01.2022	12.31.2022							
LAKE COUNTY ARTS AND CULTURAL ALLIANCE	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP	FIRST YEAR JOINED	DATE LAST APPOINTED	COMPLETING A VACANT TERM	RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Vacant	Voting Member	Appointed	3 Years	01.01.2020	07.31.2023							
	Shirley Draper	Alternate	Appointed	3 Years	01.01.2020	09.30.2023	2020	06.23.2020	NO		1382 Laurel Hill Drive	404-964-3695	thecitrusallianceforthearts@gmail.com
TOURISM DEVELOPMENT COUNCIL	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP				RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Jim Purvis	Voting Member	Appointed	no limit	02.08.2022						4206 Hammersmith Dr.		
LAKE APOPKA NATURAL GAS BOARD OF DIRECTORS	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP				RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Mayor Murry	Voting Member	Appointed	2 Years	01.01.2021	12.31.2022					574 E. Desoto Street	352-217-1140	Tmurry@Clermontfl.org
	--	City Manager	Ex-Officio	--	--	--							
METROPOLITAN PLANNING ORGANIZATION GOVERNING BOARD	MEMBER	POSITON	OFFICE TYPE	TERM	START DATE	TERM EXP					ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Jim Purvis	Voting Member	Appointed	no limit	01.01.2021						4206 Hammersmith Drive	407-810-5188	Jpurvis@clermontfl.org
	Vacant	Alternate	Appointed	no limit	01.01.2021								
METROPOLITAN PLANNING ORGANIZATION COMMUNITY ADVISORY COMMITTEE	MEMBER	POSITON	OFFICE TYPE	TERM	START DATE	TERM EXP					ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Vincent Niemiec	Voting Member	Appointed	3 Year	01.01.2021	12.31.2023					4569 Barrister Drive	646-251-7655	vinnie@nvdjentertainment.com
CLERMONT MAIN STREET	MEMBER	POSITION	OFFICE TYPE	TERM	START DATE	TERM EXP				RESIGNATION DATE	ADDRESS/SUBDIVISION	PHONE NUMBER	E-MAIL
	Michelle Pines		Appointed								550 East Avenue	407-461-9212	mpines@clermontfl.org



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Patricia Woodhouse

Home Address: 2010 Sunset Lane - Clermont FL 34711

Phone: 407-782-2240 Alternate: (407) 418-1338

Email: pj7702@gmail.com Occupation: REALTOR

Provide a statement about yourself indicating background experience:

I have been a resident of Clermont for 12 years and married to a lifelong Clermont resident. I
have been a REALTOR for 27 years and service all of Central Florida. My experience gives
me insight into all of the Central Florida communities and what citizens are looking for in their
towns.

Describe your understanding of what the Board of Interest does:

I am interested in Code Enforcement which is essential for the quality of life in a community. I
am most interested in Planning & Zoning or CRA. As Clermont continues to grow, planning is
essential to the continuity of a community's mission.

Boards previously served on:

I currently serve on the Executive Board of West Orange Habitat for Humanity. I am the
Chairperson for Homeowner Services and Mentor Habitat applicants. Affordable housing is
an issue for all communities.

Describe the importance of the Board of Interest to the City of Clermont:

This is my home as well as an integral part of my business. As I encourage new clients and
past clients with the beauty of our area, I would like to be part of the development.

Describe what you feel you could bring to the Board of Interest:

Professionalism, many years of experience as a small business owner and insight into the
continuing growth in Central Florida.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the area of operation of the agency.

Questions?

- Contact: City Clerk’s Office – 352-241-7330
- Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394

Nicole Wisniewski

From: Tracy Howe
Sent: Thursday, December 15, 2022 11:31 AM
To: Nicole Wisniewski
Subject: FW: Council meeting follow up



Tracy Ackroyd Howe, MMC
Clermont City Clerk
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
THowe@clermontfl.org
www.Clermontfl.gov

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

From: Bryan Bain <brybain@gmail.com>
Sent: Wednesday, December 14, 2022 5:23 PM
To: Tim Murry <tmurry@clermontfl.org>; Michael Gonzalez <mgonzalez@clermontfl.org>; Jim Purvis <jpurvis@clermontfl.org>; Ebo Entsuah <eentsuah@clermontfl.org>; Michele Pines <mpines@clermontfl.org>
Cc: Brian Bulthuis <bbulthuis@clermontfl.org>; Tracy Howe <thowe@clermontfl.org>
Subject: Council meeting follow up

Dear Mayor Murry, Council Members, and City Staff:

Thank you for the opportunity to speak at last night's meeting during the discussion on appointing members to the Planning and Zoning Commission. I know from my previous elected experience that it is not easy to make these decisions, especially when you have such a diverse and highly qualified group of citizens willing to serve their community, which, by the way, is a great "problem" to have in our city. I appreciate your consideration and respect your decision.

I spoke with a representative from the City Clerk's office this morning to confirm my interest in the city's Code Enforcement Board, and I look forward to attending the next council meeting to once again present to you my interest in serving the community. I hope you will consider my application and appointment to the board. Should you have any questions, I welcome them at the meeting or anytime prior to it.

Thank you again, and have a wonderful holiday season!

Sincerely,

-Bryan

Bryan L. Bain



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Bryan Bain

Home Address: 3578 Wind River Run, Clermont, FL 34711

Phone: 920-279-0498 Alternate: _____

Email: brybain@gmail.com Occupation: Real Estate Agent

Provide a statement about yourself indicating background experience:

I've lived in Clermont for three years, moving here from Wisconsin. I'm a former city council member (two terms) and deputy mayor of Oshkosh, WI. I worked for 20 years in higher education prior to real estate. My degrees are in Criminal Justice/Criminology and Higher Education Administration. I'm also a graduate of Leadership Oshkosh (a chamber program).

Describe your understanding of what the Board of Interest does:

Planning and Zoning is responsible for discussing and recommending future developments within the city, keeping in mind short and long-range goals, comprehensive plans, community needs, best practices, land use, etc. Code Enforcement works with city staff, citizens, and businesses/groups regarding various codes, their enforcement, and outcomes of that process.

Boards previously served on:

I have not served on any boards in Clermont, however, I served on several city boards/commissions as an elected official. I also served as a citizen member of the Oshkosh Plan Commission (prior to election) and was a board member of the Oshkosh Area Humane Society. I've also been on a number of professional boards and committees.

Describe the importance of the Board of Interest to the City of Clermont:

I believe that having citizens serve helps educate and involve more people in the form of government that often affects them the most: the local level. It can improve communication and help people feel more vested in their community. Being involved allows me to part of the solutions for and future of the city, and an involved citizenry is key to positive growth.

Describe what you feel you could bring to the Board of Interest:

I would bring vast experience and knowledge from my higher education and real estate careers, along with what I learned from elected office, citizen involvement, and professional and not-for-profit board work. I have a strong sense of giving back and working toward the "greater good," and this would allow me to develop and deepen my involvement in Clermont.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- This form becomes a **public record** once submitted to the City Clerk’s office.

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

- Contact: City Clerk’s Office – 352-241-7330
- Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Katherine Falcon
Home Address: 280 Edgewood Drive Clermont
Phone: 352-459-4777 Alternate: _____
Email: K.falcon2320@gmail Occupation: Retired adjunct Prof. for LSSC

Provide a statement about yourself indicating background experience:

I grew up in Clermont & graduated for CHS. I attended UCF - bachelors & masters in Ed. Leadership. I worked for LCS as teacher, administrator & HR at district office. I am SHRM-CP certified. I raised my family in Clermont & currently live w. my husband in our beautiful community.

Describe your understanding of what the Board of Interest does:

I understand the members are volunteers that assist elected officials by giving input in decisions being made. They represent the community to ensure the best interests of those who call Clermont home.

Boards previously served on:

UCF Lake County Alumni Board
South Lake Pregnancy & Family Care Center Board
Lake Sumter Society of HR Management Board

Describe the importance of the Board of Interest to the City of Clermont:

The Board should provide accountability. The Board represents the community & should serve as a liaison between citizens & elected officials, overseeing the work of the city.

Describe what you feel you could bring to the Board of Interest:

As an HR Professional, I bring leadership experience and professional integrity. I understand the importance of negotiating & conflict management. I have excellent communication skills & a good moral compass.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
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(Wherever I am needed)

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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Michelle Elizabeth Howell

Home Address: 2530 citrus tower blvd, clermont, fl

Phone: 5615368778 Alternate: _____

Email: michelle.elizabeth.howell@gmail.co Occupation: operations assistant/ coach

Provide a statement about yourself indicating background experience:

I've spent the last four years competing as a professional athlete, I hold a B.S. in Geography with minors in political science and marketing and MBA. Previously I interned with the City of Jacksonville where my reseach was implemented into a CRA focused on blight and vacany

Describe your understanding of what the Board of Interest does:

Board members are entrusted with providing guidance in regards to the growth of the city through redevelopment and revitalization strategies

Boards previously served on:

Describe the importance of the Board of Interest to the City of Clermont:

I belive our communities shape us and are in constant flux. Through revitalization and redevelopment we can continue to shape in order to address the needs associated with economic and population growth as well as create sustainability for long term development

Describe what you feel you could bring to the Board of Interest:

A fresh perspective as a new resident as well as being able to draw on previous experiences within and outside of the realm of urban planning



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Patricia Woodhouse

Home Address: 2010 Sunset Lane - Clermont FL 34711

Phone: 407-782-2240 Alternate: (407) 418-1338

Email: pj7702@gmail.com Occupation: REALTOR

Provide a statement about yourself indicating background experience:

I have been a resident of Clermont for 12 years and married to a lifelong Clermont resident. I have been a REALTOR for 27 years and service all of Central Florida. My experience gives me insight into all of the Central Florida communities and what citizens are looking for in their towns.

Describe your understanding of what the Board of Interest does:

I am interested in Code Enforcement which is essential for the quality of life in a community. I am most interested in Planning & Zoning or CRA. As Clermont continues to grow, planning is essential to the continuity of a community's mission.

Boards previously served on:

I currently serve on the Executive Board of West Orange Habitat for Humanity. I am the Chairperson for Homeowner Services and Mentor Habitat applicants. Affordable housing is an issue for all communities.

Describe the importance of the Board of Interest to the City of Clermont:

This is my home as well as an integral part of my business. As I encourage new clients and past clients with the beauty of our area, I would like to be part of the development.

Describe what you feel you could bring to the Board of Interest:

Professionalism, many years of experience as a small business owner and insight into the continuing growth in Central Florida.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
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- Fax: 352-394-2394

Chandra L. Myers
1040 Glenraven Lane
Clermont, FL 34711

Email: clpmyers@aol.com
Phone: (407) 488-8321

Tracy Ackroyd Howe
Clermont City Clerk
685 West Montrose Street
Clermont, FL 34711

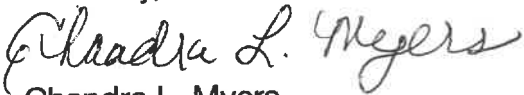
December 14, 2022

Dear Tracy Ackroyd Howe,

I would like to apply for one of the vacant positions on the Code Enforcement Board due to appointments of planning and zoning last night.

In my role as Chairwoman of Code Enforcement I constantly engaged with the public and gained a deep understanding of the city codes. I would appreciate the opportunity to serve the community again.

Sincerely,


Chandra L. Myers



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Chandra Myers

Home Address: 1040 Glenraven lane

Phone: 407-488-8321 Alternate: _____

Email: Clpmyers@aol.com Occupation: Domestic engineer

Provide a statement about yourself indicating background experience:

I served previously as the Chairwoman for the Clermont Code Enforcement Board- Until the city disbanded it.

Describe your understanding of what the Board of Interest does:

To make recommendations about new/and existing developments.

Boards previously served on:

I served as the Chairwoman for the Clermont Code Enforcement Board.

Describe the importance of the Board of Interest to the City of Clermont:

To ensure recommendations are in alignment within city code.

Describe what you feel you could bring to the Board of Interest:

Since I served previously as the Chairwoman for the Clermont Code Enforcement Board, I can make sure everyone is treated with fairness. Secondly, I can make sure the recommendations align with our city codes.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
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CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Frances (FRAN) Falcone

Home Address: 3904 Doune Way, Clermont, FL 34711

Phone: 407 352 2149 Alternate: 352 988 5570

Email: visitor10309@aol.com Occupation: Retired /Stage Manager

Provide a statement about yourself indicating background experience:

Long time home owner (2 in Orange County, 1 in Lake County); 7 year resident, Secretary
BOD Kings Ridge Brighton Neighborhood, 39 years with Disney (learning guest service and
following rules), Catholic school graduate (again, accustome to following rules).

Describe your understanding of what the Board of Interest does:

The Code Enforcement board will focus on keeping a standard in Clermont - consistent
enforcement of violations that impact the neighborhoods, neighborhoods and overall city
appearance.

Boards previously served on:

Currently, Brighton Neighborhood in Kings Ridge, Secretary - 2nd term

Describe the importance of the Board of Interest to the City of Clermont:

With increased growth in the city, it is increasingly important to maintain consistant standards
to keep our city of interest to new residents.

Describe what you feel you could bring to the Board of Interest:

Because of my years of "following the rules" - I feel that I can see the big picture and can
support upholding codes that are in place. I am comfortable expressing an opinion in a group
and am open minded enough to listen to points of view as the violations are explored.



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
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CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: John H Baker

Home Address: 3847 Sanibel st Clermont, fl 34711

Phone: 352 432 3622 Alternate: _____

Email: jbakerinbay@yahoo.com Occupation: retired Firefighter

Provide a statement about yourself indicating background experience:

25 years seving as trustee on Police & Fire pension trust boards

Describe your understanding of what the Board of Interest does:

Review requests of regular and disability claims. Monitor financial health of fund

Boards previously served on:

City of Clermont Police pension board. 12 years trustee and Secretary

City of St Clair Shores Police & Fire pension trust board. 15 years service on board

Describe the importance of the Board of Interest to the City of Clermont:

The city and the Public service boards share a common goal ,insuring financial strength and viability of the pension trust fund.

Describe what you feel you could bring to the Board of Interest:

experience of 25 years service dealing with pension request, disability claims. Consult the boards lawyer and professional money mangers.



Board(s) of Interest: **Please check all that apply**

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- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394

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:	12/06/2022
Order Number:	8163369
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	26.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/09/2022 - 12/09/2022	Govt Public Notices
LEE dailycommercial.com	1	12/09/2022 - 12/09/2022	Govt Public Notices

Total Order Confirmation	\$51.08
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NOTICE OF BOARD VACANCY

The City Council of Clermont is seeking volunteers to serve on the Firefighters Pension Board of Trustees to fill an unexpired term. To serve on this board, volunteers must live in the city limits and be a registered elector of the City of Clermont. If you are interested in serving, please complete the Citizen Board Application, available on the city website at <https://www.clermontfl.gov/158/Advisory-Boards> or at the City Clerk's office (352) 241-7330. Return to the attention of City Clerk by email at cityclerk@clermontfl.org or by mail or in person at 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711 by 5:00 PM on December 28, 2022.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
December 9, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Ordinance No. 2023-002 <i>Intro MSTU</i>		
Requested Action		
Request Introduction of Ordinance No. 2023-002.		
Staff Report		
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit (MSTU) to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The County has requested to adopt a new MSTU ordinance without an expiration date. Traditionally, the City of Clermont has adopted the MSTU on a year-to-year basis. The term of the ordinance is for five years, though the County has requested no expiration date.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-002 - MSTU (01.03.2023)	Ord 2023-002 - MSTU (01.03.2023).pdf	
2. Renewal of MSTU	Renewal of MSTU.pdf	
3. MSTU Legal Ad	MSTU Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-002

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

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1:

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."



CITY OF CLERMONT
ORDINANCE NO. 2023-002

SECTION 2: TERM

This consent shall be for a term of five (5) years, provided, however, by ordinance at any time, the City Council may repeal this Ordinance 2023-002 and withdraw the consent set forth herein. In such event the effective date of the repeal and withdrawal shall be one (1) year from the date of final adoption of the ordinance repealing this Ordinance 2023-002.

SECTION 3: CONFLICT

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

SECTION 4: 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 5: ADMINISTRATIVE CORRECTION

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

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. 2023-002

PASSED AND ADOPTED BY the City Council of the City of Clermont, Lake County, Florida on this 24th day of January, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



OFFICE OF EMS

P.O. Box 7800 • 315 W. Main St., Suite 411 • Tavares, FL 32778

Tabitha Kocielko
Office of EMS
315 W. Main Street
Tavares, FL 32778
Suite 411

December 7, 2022

VIA CERTIFIED MAIL # 7020 2450 0000 1090 8554

Ms. Tracy Ackroyd Howe, Clerk
685 W Montrose Street
2nd floor
Clermont, FL 34711

RE: Renewal of Countywide Municipal Service Taxing Unit for Ambulance and Emergency Medical Services

Dear Ms. Howe:

The City executed Ordinance 2022-006 on February 8, 2022, providing that Clermont continue to be included within Lake County's Countywide Municipal Service Taxing Unit (MSTU) for Ambulance and Emergency Medical Services. The consent was for a period of one (1) year and will expire February 8, 2023.

To reduce administrative burdens on municipal staff and streamline the efficiencies of municipal commission/council meetings, the City of Clermont could amend or pass a new MSTU ordinance without an expiration date. As an example, there are eight (8) municipalities in Lake County that have already taken action to pass MSTU ordinances without an expiration date.

Please advise if the City is amending its Ordinance to remain a part of the MSTU and if a no expiration date would be considered. Once the ordinance has been executed, please provide our office with a copy of the amended/new Ordinance for our records. If not, please advise me of the same.

Correspondence can be relayed via my email at tabitha.kocielko@lakecountvfl.gov

If you have any questions, please do not hesitate to contact me.

Sincerely,

Tabitha Kocielko
Office of EMS

cc: David Ezell, Fire Chief (439 W Highway 50, Clermont, FL 34711)
John Simpson, EMS Deputy Chief (via email)
Melanie Marsh, Lake County Attorney (via email)
Thomas Carpenter, Assistant County Manager (via email)

P 352.742.3930 • F 352.742.3960

Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

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:	12/16/2022
Order Number:	8211385
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
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LEE dailycommercial.com	2	01/10/2023 - 01/11/2023	Govt Public Notices

Total Order Confirmation	\$191.04
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Ad Preview

LEGAL NOTICE

On Tuesday, January 24, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(1)(a), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 10, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Ordinance No. 2023-003 <i>Intro</i> <i>Firefighter Pension Plan revisions</i>		
Requested Action		
Move to approve Ordinance No. 2023-003 – Firefighter Pension Plan revisions		
Staff Report		
Ordinance No. 2023-003 is proposed in order to amend the Firefighters Retirement Pension Plan pursuant to the Collective Bargaining Agreement that City Council approved on March 8, 2022 with the Clermont Professional Firefighters Local 4350. The following amendments are proposed for Council approval: Increase the employee contribution rate from 4% to 5.5% of their salary toward the normal pension cost of the plan (Article 37.3) Allows the city to use 100% of the Chapter 175 distribution as an offset to the otherwise required contribution and freezes participation in the share plan (Article 37.2) Effective for retirements on and after January 24, 2023, the monthly retirement benefit for each member's 22nd year of credited service shall receive a one-time bump up in the benefit formula multiplier equal to 12% (9% plus 3%), the effect is that the member will receive 75% of average earnings at 22 years. Future year multipliers will be 2%, and in no event shall the monthly benefit be less than two and three-quarters percent of average final compensation times all years of credited service up to a maximum of 100% in accordance with Florida Statute Chapter 175. (Article 37.4) Clarifies the definition of compensation, that the fiscal year is considered the determination period. According to the actuary, it is not anticipated that there will be any additional costs to the city based on the plan amendments. The amendment has recently been approved by the Firefighter Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
According to the actuary, the Ordinance is expected to decrease the annual contribution required from the city by 0.04% of payroll for the 2022/2023 fiscal year and by .66% of payroll for fiscal years thereafter.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-003 - Fire Pension (01.04.2023)	Ord 2023-003 - Fire Pension (01.04.2023).pdf	
2. Fire Pension Ordinance - ImpactStatement_Ordinance_No_2022__	Fire Pension Ordinance - ImpactStatement_Ordinance_No_2022__.pdf	
3. Fire Pension - CBA Article 37	Fire Pension - CBA Article 37.pdf	
4. Legal Ad	Legal Ad.pdf	

CITY OF CLERMONT
ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Firefighters are presently provided pension and certain other benefits under Ordinance No. 304-C;

WHEREAS, the City and the IAFF Local 4350 have agreed in collective bargaining to certain changes in Pension benefits, member contributions, and use of State Chapter 175 money;

WHEREAS, the Pension Board has recommended a clarification to the definition of salary regarding the application of certain IRS salary limits; and

WHEREAS, the City Council desires to amend the provisions of the Firefighters' Retirement Plan to implement the collective bargaining agreement and the recommended clarification;

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that: (note: strikethrough indicates removed words and underlined indicates added):

SECTION 1:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-101, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-101. - Definitions.

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Salary means the fixed monthly remuneration paid a firefighter plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions; where, as in the case of volunteer firefighter, remuneration is based on actual services rendered, salary will be total cash remuneration received yearly for such services, prorated on a monthly basis. The remuneration paid to a firefighter by the city for a plan year excludes bonuses. Effective October 1, 2019, the amount of annual overtime compensation that may be included in the calculation of a retirement benefit shall be limited to the first 300 hours of overtime paid per calendar year. The amount of the accrued unused sick or annual leave payment at retirement that may be included in the retirement benefit shall be the lesser of (a) the total value of accrued unused sick or annual leave that would have been paid to the member based on years of service as of February 14, 2014; or (b) the actual amount of accrued unused sick or annual leave paid to the member at retirement, regardless of whether the amount of sick or annual leave



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was, at some time prior to retirement, reduced below the amount on February 14, 2014.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, **and the fiscal year is considered the determination period.** The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months **for all members**, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12 **as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B).** If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

SECTION 2:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-105, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-105. – Contributions.

a. Member contributions.

(1) Amount.

(a) Member contributions will be made as follows:

i. **Effective the first full payroll period following January 24, 2023, each member of the system shall be required to make regular contributions to the fund in the amount of five and one-half (5.5%) percent of their salary.**

ii. **Prior to January 24, 2023, each** ~~Each~~ member of the system **was** ~~shall be~~ required to make regular contributions to the fund in the amount of four percent of **their** ~~his~~ salary.

(b) Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period.



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The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions shall be made by payroll deduction.

b. *State contributions.* Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for firefighters of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city. **Effective with the monies received from the State of Florida for the distribution received for calendar year 2021 in Fiscal Year 2022, no further monies will be used to fund the Supplemental benefit in accordance with Sec. 46-129 and all future State contributions will be used by the City to offset its contribution.**

c. *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the required city contribution as shown by the applicable actuarial valuation of the system.

d. *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

SECTION 3:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-106, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-106. – Benefit amounts and eligibility.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 55 and the completion of ten years of credited service, or the completion of 20 years of credited service, regardless of age. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

(b) *Normal retirement benefit.*

For full-time firefighters: A full-time firefighter member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on



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the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event.

(a) The monthly retirement benefit shall equal the sum of two and one-quarter percent of average final compensation times years of credited service earned prior to October 1, 2002 and three percent of average final compensation times years of credited service earned on and after October 1, 2002.

(b) **For retirements on and after January 24, 2023, the retirement benefit for each member's 22nd year of credited service shall equal 75% of the average final compensation at 22 years).**

(1) **For years of service earned after the 22nd year of a member's service, the monthly retirement benefit shall equal the sum of two percent of average final compensation times years of credited service up to a maximum of 100%.**

(c) **Notwithstanding the foregoing, in no event shall the monthly benefit be less than two and three-quarters percent of average final compensation times all years of credited service up to a maximum of 100%.**

For volunteer firefighters: A volunteer firefighter member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal the greater of:

(1) Five dollars a year multiplied by the years of credited volunteer service, or

(2) The sum of two and one-quarter percent of average final compensation times years of credited service earned prior to October 1, 2002 and three percent of average final compensation times years of credited service earned on and after October 1, 2002.

The normal retirement benefit of a volunteer firefighter that changes status from a volunteer firefighter to a full-time firefighter shall be the sum of the accrued benefit as a volunteer firefighter and the accrued benefit as a full-time firefighter.

* * * * *

SECTION 4:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-129, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-129. – Supplemental benefit component for special benefits; chapter 175 share accounts.

Effective with the Chapter 175 money received for calendar year 2021 in Fiscal Year 2022, the city shall use 100 percent of all future Chapter 175 annual distributions to fund the



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normal cost of the pension plan. Effective October 1, 2022, the Supplemental benefit will no longer be funded and no new share accounts will be created for any firefighters hired after the effective date; however, any forfeitures of Chapter 175 money within the Supplemental benefit share accounts on and after October 1, 2021 will be reallocated to the members who are actively employed as of September 30, 2021 and have an existing share account balance. These forfeitures will be allocated in accordance with subsection (4) of this section 46-129.

There was established, effective January 24, 2017, an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefit to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by F.S. ch. 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. § 175.351. Effective January 24, 2017 **and ending with the Chapter 175 money received for calendar year 2020,** the city ~~shall use~~ **used** 100 percent of all ~~future~~ Chapter 175 annual distributions up to the amount received in the 2012 calendar year (\$188,967.00) and 50 percent of any future annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50 percent of **the Chapter 175 money received prior to the distribution for calendar year 2021** ~~any future annual amounts~~ in excess of the 2012 calendar year distribution ~~was~~ **shall** be allocated to this supplemental component ("share plan"), and ~~was~~ **shall** be further allocated to the members and DROP participants as follows:

(1) *Individual member share accounts.* The board shall create individual "member share accounts" for all actively employed plan members and DROP participants and maintain appropriate books and records showing the respective interest of each member or DROP participant hereunder. Each member or DROP participant shall have a member share account for his share of the F.S. ch. 175 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(2) *Share account funding.*

a. Individual member share accounts were established as of January 24, 2017 for all members and DROP participants who were actively employed as of January 24, 2017. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (3) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

b. Any forfeitures as provided in subsection (4), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (3)a.

(3) *Allocation of monies to share accounts.*

a. *Allocation of Chapter 175 contributions.*



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1. *Initial allocation.* Effective January 24, 2017, the amount of any premium tax monies allocated to the share plan were allocated to individual member share accounts based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.

All premium tax monies allocated to the share plan in any subsequent plan year shall be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a "valuation date"). To be eligible for a distribution, an individual member must be employed on September 30.

2. *Annual allocations.* On each valuation date, each current actively employed member of the plan not participating in the DROP, each DROP participant and each retiree who retires or DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

(i) The total funds subject to allocation on each valuation date shall be divided equally among those persons eligible for an allocation and allocated to the member share account of those eligible for an allocation.

(ii) Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

- b. *Allocation of investment gains and losses.* On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for



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- 240 each manager and the net investment return for the total plan assets.
- 241 c. *Allocation of costs, fees and expenses.* The board of trustees shall pay all
242 costs and expenses for the management and operation for the current fiscal
243 year and shall set aside as much of the income as it considers advisable as a
244 reserve for expenses for the next fiscal year.
- 245 d. *No right to allocation.* The fact of allocation or credit of an allocation to a
246 member's share account by the board shall not vest in any member, any
247 right, title, or interest in the assets of the trust or in the Chapter 175 tax
248 revenues except at the time or times, to the extent, and subject to the terms
249 and conditions provided in this section.
- 250 e. Members and drop participants shall be provided annual statements setting
251 forth their share account balance as of the end of the plan year.
- 252 (4) *Forfeitures.* Any member who has less than five years of service credit and who is not
253 otherwise eligible for payment of benefits after termination of employment with the city as
254 provided for in subsection (5) shall forfeit his individual member share account. Forfeited
255 amounts shall be included and used as part of the Chapter 175 tax revenues for future
256 allocations to individual member share accounts on each valuation date in accordance with
257 the formula set forth in subsection (3)a.
- 258 (5) *Eligibility for benefits.* Any member (or his beneficiary) or DROP participant who
259 terminates employment as a firefighter with the city or who dies, upon application filed
260 with the board, shall be entitled to be paid the value of his individual member share account,
261 subject to the following criteria:
- 262 a. *Retirement benefit.*
- 263 1. A member shall be entitled to 100 percent of the value of his share account
264 upon normal or early retirement pursuant to section 46-106, or if the
265 member enters the DROP, upon termination of employment.
- 266 2. Such payment shall be made as provided in subsection (6).
- 267 b. *Termination benefit.*
- 268 1. In the event that a member's employment as a firefighter is terminated by
269 reason other than retirement, death or disability, he shall be entitled to
270 receive 100 percent of the value of his share account, but only if he is either
271 partially or totally vested in accordance with section 46-109.
- 272 2. Such payment shall be made as provided in subsection (6).
- 273 c. *Disability benefit.*
- 274 1. In the event that a member is determined to be eligible for either an in-line



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275 of duty disability benefit pursuant to section 46-108(a) or a not-in-line of
276 duty disability benefit pursuant to section 46-108(c), he shall be entitled to
277 100 percent of the value of his share account.

278 2. Such payment shall be made as provided in subsection (6).

279 d. *Death benefit.*

280 1. In the event that a member or DROP participant dies while actively
281 employed as a firefighter, 100 percent of the value of his member share
282 account shall be paid to his designated beneficiary as provided in section
283 46-107.

284 2. Such payment shall be made as provided in subsection (6).

285 (6) *Payment of benefits.* If a member or DROP participant terminates employment for any
286 reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the
287 member's share account, the member's share account shall be valued by the plan's actuary
288 on the next valuation date as provided for in subsection (3) above, following termination
289 of employment. Payment of the calculated share account balance shall be payable as soon
290 as administratively practicable following the valuation date, but not later than 150 days
291 following the valuation date and shall be paid in one lump sum payment. No optional forms
292 of payments shall be permitted.

293 (7) *Benefits not guaranteed.* All benefits payable under this section 46-129 shall be paid only
294 from the assets accounted for in individual member share accounts. Neither the city nor the
295 board shall have any duty or liability to furnish any additional funds, securities or other
296 assets to fund share account benefits. Neither the board nor any trustee shall be liable for
297 the making, retention, or sale of any investment or reinvestment made as herein provided,
298 nor for any loss or diminishment of the member share account balances, except due to his
299 or its own negligence, willful misconduct or lack of good faith. All investments shall be
300 made by the board subject to the restrictions otherwise applicable to fund investments.

301 (8) *Notional account.* The member share account is a notional account, used only for the
302 purpose of calculation of the share distribution amount. It is not a separate account in the
303 system. There is no change in the system's assets, and there is no distribution available to
304 the member or DROP participant until the member's or DROP participant's termination
305 from employment. The member or DROP participant has no control over the investment
306 of the share account.

307 (9) *No employer discretion.* The share account benefit is determined pursuant to a specific
308 formula which does not involve employer discretion.

309 (10) *Maximum additions.* Notwithstanding any other provision of this Section, annual
310 additions under this section shall not exceed the limitations of Section 415(c) of the code
311 pursuant to the provisions of section 46-115(k).

312 (11) *IRC limit.* The share account distribution, along with other benefits payable from the
313 system, is subject to limitation under Internal Revenue Code Section 415(b).



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(12) *Use for permissive service purchase.* Vested members may use their share account balance to purchase permissive service as defined in sections 46-126 and 46-127 of this system. The transfer of these funds does not convert the share account funds to employee contributions under this system.

SECTION 5: CONFLICT

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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: CODIFICATION

The text of Sections 1 through 4 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 8: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the 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 9: 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.



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ORDINANCE NO. 2023-003

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of January, 2023.

Tim Murry, Mayor

ATTESTED:

Tracy Ackroyd Howe, MMC
City Clerk

LEGAL IN FORM AND VALID AS ADOPTED:

Daniel F. Mantzaris, City Attorney

RETIREMENT PLAN FOR THE FIREFIGHTERS OF THE CITY OF CLERMONT

IMPACT STATEMENT FOR ORDINANCE NO. 2022-

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. 2022-_____ of the City of Clermont, which ordinance makes the following changes to the pension plan:

- (1) Corrects a date related to the definition of salary and clarifies the language regarding the Internal Revenue Code (IRC) section 401(a)(17) compensation limitation *(these changes have no actuarial impact)*;
- (2) Effective the first full payroll period following the effective date of the ordinance, increases the employee contribution rate from 4.00% of pensionable earnings to 5.50%;
- (3) Effective with the monies received pursuant to Chapter 175 for 2022, allows the City to use 100% of the Chapter 175 distribution as an offset to the otherwise required contribution and freezes participation in the share plan;
- (4) Effective for retirements on and after October 1, 2022, the benefit formula multiplier for those participants who have earned at least 22 years of service is equal to 75% plus 2% for each year of service in excess of 22 years; and
- (5) The minimum retirement benefit is equal to 2.75% of average earnings for each year of service to a maximum of 100% of average earnings.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. 2022-_____ based on the results of the October 1, 2021 actuarial valuation. The ordinance is expected to decrease the annual contribution required from the City by **0.04%** of payroll for the 2022/23 fiscal year and by **0.66%** of payroll for fiscal years thereafter. The following table sets forth the required disclosures in connection with the plan changes which have been described above:



Retirement Plan for the Firefighters of the City of Clermont
 Impact Statement for Ordinance No. 2022- (continued)

	As of October 1, 2021 (Old Plan Provisions)	As of October 1, 2021 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 29,712,134	\$ 30,066,943
<i>termination benefits</i>	1,066,628	1,066,629
<i>disability benefits</i>	145,848	145,852
<i>death benefits</i>	73,098	73,101
<i>return of contributions</i>	15,775	16,630
<i>sub-total</i>	<u>\$ 31,013,483</u>	<u>\$ 31,369,155</u>
for terminated vested participants	\$ 569,610	\$ 569,610
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 2,706,622	\$ 2,706,622
<i>disabled retirees</i>	502,131	502,131
<i>sub-total</i>	<u>\$ 3,208,753</u>	<u>\$ 3,208,753</u>
total	<u>\$ 34,791,846</u>	<u>\$ 35,147,518</u>
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 19,383,630	\$ 19,738,438
<i>termination benefits</i>	644,148	644,149
<i>disability benefits</i>	86,595	86,596
<i>death benefits</i>	44,386	44,386
<i>return of contributions</i>	8,803	8,934
<i>sub-total</i>	<u>\$ 20,167,562</u>	<u>\$ 20,522,503</u>
for terminated vested participants	\$ 569,610	\$ 569,610
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 2,706,622	\$ 2,706,622
<i>disabled retirees</i>	502,131	502,131
<i>sub-total</i>	<u>\$ 3,208,753</u>	<u>\$ 3,208,753</u>
total	<u>\$ 23,945,925</u>	<u>\$ 24,300,866</u>
Actuarial value of assets	(29,132,570)	(29,132,570)
Unfunded accrued liability	<u>\$ 0</u>	<u>\$ 0</u>
Actuarial present value of accrued benefits	\$ 20,065,046	\$ 20,419,863
Present value of active participants':		
Future salaries	\$ 34,916,112	\$ 34,916,112
Future contributions	\$ 1,396,630	\$ 1,773,470
Present value of future contributions from the employer (including expense loading)	\$ 4,871,503	\$ 4,856,560
Total annual compensation (2021/22 FY)	\$ 5,633,189	\$ 5,633,189
Minimum required contribution (2021/22 FY):		
Annual normal cost (incl. expenses)	\$ 785,944	\$ 783,533
Interest adjustment *	28,035	27,949
Total	<u>\$ 813,979</u>	<u>\$ 811,482</u>
As a percentage of payroll	14.45%	14.41%

* based on semi-monthly employer contributions



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr, A.S.A.

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 20-04927

10-28-22

Date signed



Article 37

Pension

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Firefighters Pension Plan (Plan) in effect as approved by the pension board and City Council.
- 37.2 The Union agrees to allow the City to use 100% of all future Chapter 175 annual distributions.
- 37.3 Bargaining unit members shall contribute five and one-half (5.5%) percent of their salary toward the normal pension cost of the Plan.
- 37.4 Bargaining unit members who have reached twenty-two years of service are eligible to receive a one-time bump up in the benefit formula multiplier equal to 9% (the effect is 75% of average earnings at 22 years). All future year multipliers will be 2% up to a max of 100%.
- 37.5 All pension changes will be effective upon pension board and City Council approval and will not revert back to any prior service and will only affect future retirees beginning the first payroll date after adoption.

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:	12/21/2022
Order Number:	8230548
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	51.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/10/2023 - 01/10/2023	Govt Public Notices
LEE dailycommercial.com	1	01/10/2023 - 01/10/2023	Govt Public Notices

Total Order Confirmation	\$90.58
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Ad Preview

LEGAL NOTICE

On Tuesday, January 24, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 10, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 10, 2023		
Agenda Item Name		
Ordinance No. 2023-004 <i>Intro</i> <i>Police Officer Pension Plan revisions</i>		
Requested Action		
Move to approve Ordinance No. 2023-004 – Police Officer Pension Plan revisions		
Staff Report		
Ordinance No. 2023-004 is proposed in order to amend the Police Officers Retirement Plan to clarify the definition of compensation, that the fiscal year is considered the determination period. The clarification relates to the IRS regulation that provides that there is no proration of income if a member terminates during the period. According to the IRS, for participants who join or leave the plan mid-year, “a plan may allocate contributions to participants based on compensation earned by an employee only while he or she is a participant in the plan. If that is the case, the IRC Section 401(a)(17) compensation limit is not prorated for employees who participate for only a portion of the plan year (for example, who enter the plan in July of a calendar plan year) provided the plan continues to use a measurement period of 12 months for the other employees.” Administrative correction to the date for the beginning of the first plan year. According to the actuary, there will be no fiscal impact due to this amendment. The amendment has been approved by the Police Officer Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
According to the actuary, there will be no fiscal impact due to this amendment.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-004 - Police Pension (01.04.2023)	Ord 2023-004 - Police Pension (01.04.2023).pdf	
2. Police Pension Ordinance - Actuarial impact statement re amendment to salary to clarify the definition	Police Pension Ordinance - Actuarial impact statement re amendment to salary to clarify the definition.pdf	
3. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-004

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF**
3 **CLERMONT POLICE OFFICERS' RETIREMENT PLAN, AMENDING**
4 **CHAPTER 46; PROVIDING FOR CONFLICT, SEVERABILITY,**
5 **CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS**
6 **ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

7 **WHEREAS,** the Pension Board of Trustees recommends a clarification to the
8 definition of salary in the pension plan to more closely match the language of the
9 regulations; and

10 **NOW, THEREFORE BE IT ORDAINED,** by the City Council of the City of Clermont,
11 Lake County, Florida that: (note: strikethrough indicates removed words and underlined indicates
12 added):

13 **SECTION 1:**

14 That Chapter 46, Pensions and Retirement, Article III, Police Officers' Retirement Plan, Sec. 46-
15 51, Definitions, of the Code of Ordinances of the City of Clermont, is hereby amended to read as
16 follows:

17 Sec. 46-51. - Definitions.

18 (a) As used herein, unless otherwise defined or required by the context, the following
19 words and phrases shall have the meaning indicated:

20 ***

21 Salary means the total compensation for services rendered to the city as a police
22 officer reportable on the member's W-2 form plus all tax deferred, tax sheltered, or
23 tax exempt items of income derived from elective employee payroll deductions or
24 salary reductions, and any payments for extra duty or special detail work performed
25 on behalf of a second party employer. Effective October 1, 2019, the amount of
26 annual overtime compensation that may be included in the calculation of a
27 retirement benefit shall be limited to the first 300 hours of overtime paid per
28 calendar year. The amount of the accrued unused sick or annual leave payment at
29 retirement that may be included in the retirement benefit shall be the lesser of (a)
30 the total value of accrued unused sick or annual leave that would have been paid to
31 the member based on years of service as of February 14, 2012; or (b) the actual
32 amount of accrued unused sick or annual leave paid to the member at retirement,
33 regardless of whether the amount of sick or annual leave was, at some time prior to
34 retirement, reduced below the amount on February 14, 2012.



CITY OF CLERMONT
ORDINANCE NO. 2023-004

Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, **and the fiscal year is considered the determination period.** The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months **for all members**, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12 **as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B).** If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December **20, 1960.**

SECTION 2. CONFLICT

Any portion of the City Code, or any ordinance or resolution or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provisions and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. CODIFICATION

The text of Section 1 of this Ordinance shall be codified as part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2023-004

71 **SECTION 5. ADMINISTRATIVE CORRECTION**

72 Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, this
73 section of the Ordinance may be re-numbered or re-lettered and the correction of typographical
74 and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or
75 designee, without need of public hearing, by filing a corrected or re-codified copy of same with
76 the City Clerk.

77 **SECTION 6. PUBLICATION AND EFFECTIVE DATE.**

78
79 This ordinance shall be published as provided by law, and it shall become law and take effect upon
80 its Second Reading and Final passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-004

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of January, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney



Post Office Box 888343
Atlanta, Georgia 30356-0343
Telephone 770.392.0980
Facsimile 770.392.2193

June 15, 2022

Trustees of the Retirement Plan for the Police Officers of the City of Clermont
Mr. J. Scott Baur
Managing Partner
Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, FL 33410

Re: Retirement Plan for the Police Officers of the City of Clermont

Ladies and Gentlemen:

In response to your request, we have reviewed Ordinance 2022-_____ which was sent to our office via electronic mail on June 14, 2022. This ordinance clarifies the definition of salary.

Because the proposed ordinance does not change the benefits that are payable from the defined benefit pension plan, we have determined that the ordinance will have no actuarial impact on the plan.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Charles T. Carr".

Charles T. Carr
Consulting Actuary

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:	ORD 2023-004

Date:	12/22/2022
Order Number:	8232608
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	53.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/10/2023 - 01/10/2023	Govt Public Notices
LEE dailycommercial.com	1	01/10/2023 - 01/10/2023	Govt Public Notices

Total Order Confirmation	\$93.74
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Ad Preview

LEGAL NOTICE

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ORDINANCE NO. 2023-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN, AMENDING CHAPTER 46; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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Tracy Ackroyd Howe, MMC
City Clerk

#8232608 1/10/23