



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

6:30 PM, Tuesday, September 12, 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

Constitution Week

Childhood Cancer Awareness Month

National Ballroom Dance Week

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 plat approval of phase 3 of the Shoppes at Hammock Ridge Crossing located between US 27 and Hammock Ridge Road near the intersection.

Item No. 2 - Resolution No. 2023-030R

Consider approval of Fiscal Year 2023 Budget Amendment to the Capital Projects Fund, ARPA Fund, Water Fund, Sewer Fund and Stormwater Fund.

Item No. 3 - Clermont Police Officer Local 6013 and Sergeants 6014 Collective Bargaining Agreement Amendment

Consider approval of the first amendment to the Police Officer Union CBA for the period October 1, 2020 - September 30, 2024, Article 31 Wages.

Item No. 4 - Term Contract Award
Fireworks Display Services

Consider approval to award term contract to Four Seasons Display, Inc.

Item No. 5 - Piggyback Term Contract
Sports Lighting

Consider approval to piggyback the Sourcewell term contract with Musco Sports Lighting, LLC. to provide equipment, maintenance services and installation.

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Item No. 6 - Resolution No. 2023-035R
McKinney Park

Consider approval of the contract to purchase in the budgeted amount of \$624,000, paid by park impact fees.

Item No. 7 - Resolution No. 2023-038R
New Beginnings of Central Florida

Consider approval of a Utility Easement Vacation Request, Alternate Key No. 3801361.

Item No. 8 - Event and Road Closure Request
Veteran's Day

Consider the event with road closures (parade), on City property on November 11, 2023 at West Park and continue to Waterfront Park.

Item No. 9 - Clermont Main Street Harvest Festival and Hometown Holiday Event and Road Closure Request

Consider approving two (2) events with road closures on October 28, 2023 from 8am to 6pm, and November 11, 2023 from 12pm to 9pm.

Item No. 10 - Election Results Acceptance

Acceptance of the results for the Municipal Primary Election held on August 22, 2023 for Seat No. 4.

UNFINISHED BUSINESS

Item No. 11 - Joint Planning Area (JPA) Review
Green Mountain/Old SR 50 PUD

Consider providing comments on a project in Lake County consisting of 534 dwelling units on 123 acres.

NEW BUSINESS

Item No. 12 - Variance Request
Valor Lakes

Consider allowing a primary wall sign to exceed the maximum allowed total square foot copy area for property located at 12629 US Highway 27.

Item No. 13 - Resolution No. 2023-023R
Volkswagen of Clermont CUP

Consider a Conditional Use Permit to allow automotive sales and service use and a building over 20,000 sq. ft. in the C-2 General Commercial Zoning District on 8.6+/- acres located northwest of the US 27 and SR 50 intersection.

Item No. 14 - Real Property List
FL SB 102

Consider declaring the proposed list of real properties as potential affordable housing use based on Florida Senate Bill 102.

Item No. 15 - Ordinance No. 2023-027 *Intro*
Parking Code

Consider ordinance introduction of the Parking Code Amendment.

ADJOURN

**CITY OF CLERMONT
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CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, September 12, 2023**

Public Notice

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

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

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

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

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

PROCLAMATION

Whereas, the Constitution of the United States established a foundation for the success of our nation through core beliefs such as popular sovereignty and limited governments; and

Whereas, September 17, 2023 marks the two hundred thirty sixth anniversary of the Framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, United States public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week.

Whereas, the City of Clermont recognizes the Tomoka Chapter of the National Society Daughters of the American Revolution for encouraging education and the study of U.S. history.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the Week of September 17 – 23, Two Thousand and Twenty Three as:

Constitution Week

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

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, childhood cancer is the leading cause of death by disease in children and 1 in 25 children in the United States will be diagnosed by their 20th birthday, and;

Whereas, there are approximately 40,000 children on active treatment at any given time and the average age of diagnosis is 6 years old, compared to 66 years for adults cancer diagnosis, and;

Whereas, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, and;

Whereas, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

Whereas, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and;

Whereas, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need to carry this out, and;

Whereas, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;

Whereas, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

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

Childhood Cancer Awareness Month

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

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

PROCLAMATION

Whereas, National Ballroom Dance Week is a great opportunity to increase interest and participation in dancing in our community; and

Whereas, during this time ballroom studios and independent dance instructors will be celebrating the week with dances and related activities; and

Whereas, Ballroom dancing is a wonderful way for people of all ages to enjoy meeting new friends and benefitting from exercise that is fun, relaxing and good for the spirit; and

Whereas, the City of Clermont recognizes Life Dance Mastery for their commitment to inspire and empower individuals in the community to live life to the fullest using dance as the medium.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the week of September 15-24, Two Thousand and Twenty Three as:

National Ballroom Dance Week

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of September 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, September 12, 2023		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the plat.		
Staff Report		
The applicant, Leading Edge Land Services, is requesting a plat of phase 3 of the Shoppes at Hammock Ridge Crossing Commercial Project. The project is located between Hammock Ridge Road and US 27, south of the intersection. The plat will be creating 7 commercial lots within phase 3 along with 2 tracts, retaining wall tract and southern roadway tract. The City's surveyor and engineer have reviewed the plat and the plat is in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat.		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Leading Edge Land Services PLAT2303-0001 Shoppes at Hammock Ridge Ph3 Plat	Leading Edge Land Services PLAT2303-0001 Shoppes at Hammock Ridge Ph3 Plat.pdf	

SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 3 COMMERCIAL PARCELS

BEING A REPLAT OF A PORTION OF LOT 1 AND ALL OF LOT 2, BLOCK 1, TUSCANY VILLAGE–PHASE 1, AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING A PORTION OF LOT 1 AND ALL OF LOT 2, BLOCK 1, TUSCANY VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 13-15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 5; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 5, N89°21'32"W, A DISTANCE OF 760.83 FEET TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD NO. 25) VARIABLE WIDTH PUBLIC RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING, STATE ROAD NO. 25, SECTION 11200, F.P. NO. 238422-1 & 238423-1 AND THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 5 AND THE SOUTH LINE OF SAID LOT 2, N89°21'32"W, A DISTANCE OF 520.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF PARK PARCEL 1, VINEYARDS AT HAMMOCK RIDGE CROSSINGS RESIDENTIAL PARCEL & PARK PARCEL CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 68, PAGES 37-42, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 5 AND THE SOUTH LINE OF SAID LOT 2, ALONG THE EASTERLY LINE OF SAID PARK PARCEL 1 THE FOLLOWING TWENTY (20) COURSES: 1) N24°49'35"W, A DISTANCE OF 185.26 FEET; 2) N66°45'59"W, A DISTANCE OF 73.10 FEET; 3) S65°06'35"W, A DISTANCE OF 35.62 FEET; 4) S24°53'25"E, A DISTANCE OF 10.01 FEET; 5) S53°57'37"W, A DISTANCE OF 160.31 FEET; 6) S65°06'35"W, A DISTANCE OF 39.31 FEET; 7) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 95.50 FEET, A CENTRAL ANGLE OF 106°22'31" AND A CHORD BEARING AND DISTANCE OF N61°42'10"W, 152.91 FEET) FOR AN ARC DISTANCE OF 177.31 FEET TO A POINT OF TANGENCY; 8) N08°30'54"W, A DISTANCE OF 30.85 FEET; 9) N65°17'31"E, A DISTANCE OF 6.66 FEET; 10) N24°42'29"W, A DISTANCE OF 201.17 FEET; 11) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 98.97 FEET, A CENTRAL ANGLE OF 31°59'31" AND A CHORD BEARING AND DISTANCE OF N08°42'43"W, 54.55 FEET) FOR AN ARC DISTANCE OF 55.26 FEET TO A POINT OF TANGENCY; 12) N07°17'02"E, A DISTANCE OF 243.82 FEET; 13) S82°42'58"E, A DISTANCE OF 6.00 FEET; 14) N07°17'02"E, A DISTANCE OF 36.16 FEET; 15) NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 43°01'22" AND A CHORD BEARING AND DISTANCE OF N28°47'43"E, 46.20 FEET) FOR AN ARC DISTANCE OF 47.31 FEET TO A POINT OF NON-TANGENCY; 16) S41°03'28"E, A DISTANCE OF 6.00 FEET; 17) NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 14°39'34" AND A CHORD BEARING AND DISTANCE OF N57°46'48"E, 14.54 FEET) FOR AN ARC DISTANCE OF 14.58 FEET TO A POINT OF TANGENCY; 18) N65°06'35"E, A DISTANCE OF 114.33 FEET; 19) N24°53'25"W, A DISTANCE OF 26.47 FEET; 20) S70°35'45"W, A DISTANCE OF 60.33 FEET TO THE SOUTHERLY LINE OF TRACT A, SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, AS RECORDED IN PLAT BOOK 70, PAGES 69-73, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF TRACT A THE FOLLOWING THREE (3) COURSES: 1) N65°10'17"E, A DISTANCE OF 34.16 FEET; 2) N63°48'55"E, A DISTANCE OF 253.55 FEET; 3) N65°10'17"E, A DISTANCE OF 282.93 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY 27 (STATE ROAD NO. 25); THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY 27 (STATE ROAD NO. 25), S24°49'43"E, A DISTANCE OF 1123.36 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES

- THE BASIS OF BEARINGS FOR THIS PLAT IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE WESTERLY RIGHT-OF-WAY OF U.S. 27 (STATE ROAD NO. 25) BEARS S24°49'43"E.
- HORIZONTAL COORDINATES SHOWN ON THIS PLAT ARE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONEDAD83 (1990) BASED ON LAKE COUNTY GEODETIC CONTROL STATIONS LK 183 2003 AND LK 184 2003."
- THE PROPERTY SHOWN HEREON IS SUBJECT TO:

A) DRAINAGE EASEMENT IN FAVOR OF IN FAVOR OF LAKE COUNTY RECORDED JULY 26, 2005 IN BOOK 2899, PAGE 1262, AS AFFECTED BY AMENDMENT RECORDED JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 3645, PAGE 2314 AND PARTIAL RELEASE RECORDED APRIL 14, 2000 IN OFFICIAL RECORDS BOOK 5455, PAGE 1699, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

B) DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC. RECORDED OCTOBER 8, 2007 IN OFFICIAL RECORDS BOOK 3520, PAGE 1672, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DOES NOT AFFECT THE SUBJECT PROPERTY, AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

C) ACCESS, DRAINAGE AND UTILITY EASEMENT IN FAVOR OF LAKE COUNTY RECORDED JANUARY 22, 2008 IN OFFICIAL RECORDS BOOK 3571, PAGE 2159, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DOES NOT AFFECT THE SUBJECT PROPERTY, AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

D) ACCESS, DRAINAGE AND UTILITY EASEMENT IN FAVOR OF LAKE COUNTY RECORDED JANUARY 22, 2008 IN OFFICIAL RECORDS BOOK 3571, PAGE 2162, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DOES NOT AFFECT THE SUBJECT PROPERTY, AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

E) ACCESS, DRAINAGE AND UTILITY EASEMENT IN FAVOR OF LAKE COUNTY RECORDED JANUARY 22, 2008 IN OFFICIAL RECORDS BOOK 3571, PAGE 2163, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

F) GRANT OF EASEMENT IN FAVOR OF UTILITIES INC. OF FLORIDA, A FLORIDA CORPORATION RECORDED AUGUST 6, 2020 IN OFFICIAL RECORDS BOOK 5518, PAGE 1900, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

G) TEMPORARY INGRESS-EGRESS EASEMENT AGREEMENT BY AND BETWEEN SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND CLERMONT, FL 0722, A FLORIDA CAROLINA LIMITED LIABILITY COMPANY RECORDED FEBRUARY 24, 2023 IN OFFICIAL RECORDS BOOK 6097, PAGE 1746, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

H) RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND CONDITIONS RECORDED MARCH 26, 2010 IN OFFICIAL RECORDS BOOK 3887, PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BENEFITS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

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

DOES NOT AFFECT THE SUBJECT PROPERTY, AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

J) RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF TUSCANY VILLAGE-PHASE 1, AS RECORDED IN PLAT BOOK 64, PAGE(S) 13-15, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

K) GRANT OF EASEMENT IN FAVOR OF LAKE UTILITY SERVICES, INC. RECORDED FEBRUARY 23, 2015 IN OFFICIAL RECORDS BOOK 4588, PAGE 1059, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

L) EASEMENT AND MEMORANDUM OF AGREEMENT IN FAVOR OF BRIGHT HOUSE NETWORKS, LLC RECORDED JUNE 1, 2015 IN OFFICIAL RECORDS BOOK 4631, PAGE 2272, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DOES NOT AFFECT THE SUBJECT PROPERTY, AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

M) EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, INC. D/B/A DUKE ENERGY RECORDED SEPTEMBER 10, 2015 IN OFFICIAL RECORDS BOOK 4677, PAGE 1095, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DOES NOT AFFECT THE SUBJECT PROPERTY, AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY



VICINITY MAP

(SCALE: 1" = 500'±)

KNOW ALL MEN BY THESE PRESENTS, THAT CLERMONT FL 0722, LLC, A FLORIDA LIMITED LIABILITY COMPANY NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON, CAUSE THIS PLAT OF "SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 3 COMMERCIAL PARCELS",

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HAND AND SEAL ON THIS ____ DAY OF ____ 2023
DELIVERED IN OUR PRESENCE AS WITNESSES:

CLERMONT FL 0722, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY:

WITNESSES:

MANAGER

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

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 ____ IN THEIR CAPACITY AS ____ AND ON BEHALF OF CLERMONT FL 0722, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ☐ WHO ARE PERSONALLY KNOWN TO ME OR HAS PRODUCED ____ (TYPE OF IDENTIFICATION PRODUCED) AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC

NAME OF NOTARY TYPED, PRINTED OR STAMPED

PLACE NOTARY
SEAL ABOVE

SERIAL NUMBER, IF ANY

KNOW ALL MEN BY THESE PRESENTS, THAT 3J7B REAL ESTATE, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON, CAUSE THIS PLAT OF "SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 3 COMMERCIAL PARCELS",

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HAND AND SEAL ON THIS ____ DAY OF ____ 2023
DELIVERED IN OUR PRESENCE AS WITNESSES:

3J7B REAL ESTATE, LLC,
A SOUTH CAROLINA LIMITED LIABILITY COMPANY

BY:

WITNESSES:

MANAGER

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

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 ____ IN THEIR CAPACITY AS ____ AND ON BEHALF OF 3J7B REAL ESTATE, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, ☐ WHO ARE PERSONALLY KNOWN TO ME OR HAS PRODUCED ____ (TYPE OF IDENTIFICATION PRODUCED) AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC

NAME OF NOTARY TYPED, PRINTED OR STAMPED

PLACE NOTARY
SEAL ABOVE

SERIAL NUMBER, IF ANY

SURVEYORS NOTES (CONTINUED)

N) EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, INC. D/B/A DUKE ENERGY RECORDED SEPTEMBER 10, 2015 IN OFFICIAL RECORDS BOOK 4677, PAGE 1104, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

O) EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, LLC D/B/A DUKE ENERGY RECORDED OCTOBER 19, 2015 IN OFFICIAL RECORDS BOOK 4694, PAGE 2069, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, AND IS DEPICTED GRAPHICALLY ON THE SURVEY

P) TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT BY AND BETWEEN SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND 3J7B REAL ESTATE LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY RECORDED APRIL 18, 2023 IN OFFICIAL RECORDS BOOK 6127, PAGE 1019, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, BLANKET IN NATURE AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 3 COMMERCIAL PARCELS DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 3J7B REAL ESTATE, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND CLERMONT FL 0722, LLC, A FLORIDA LIMITED LIABILITY COMPANY NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON, CAUSE THIS PLAT OF "SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 3 COMMERCIAL PARCELS", TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

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

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

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

50 FOOT UTILITY AND DRAINAGE EASEMENT SHALL BE USED FOR PUBLIC AND PRIVATE UTILITIES AND SHALL BE DEDICATED TO TUSCANY VILLAGE STORMWATER MANAGEMENT ASSOCIATION, INC.

TRACT SRT (SOUTHERN ROADWAY TRACT) WILL BE OWNED AND MAINTAINED BY TUSCANY VILLAGE STORMWATER MANAGEMENT ASSOCIATION, INC.

TRACT RWT (RETAINING WALL TRACT) WILL BE OWNED AND MAINTAINED BY TUSCANY VILLAGE STORMWATER MANAGEMENT ASSOCIATION, INC.

20' LANDSCAPE AND UTILITY EASEMENTS LOCATED ALONG U.S. 27 (STATE ROAD NO. 25) IS DEDICATED SOLELY TO TUSCANY VILLAGE STORMWATER MANAGEMENT ASSOCIATION, INC.

LOT 13 HOTEL PARCEL SHALL BE OWNED AND MAINTAINED BY CLERMONT FL 0722, LLC, IT'S SUCCESSORS AND ASSIGNS.

LOT 10 RETAIL PARCEL SHALL BE OWNED AND MAINTAINED BY 3J7B REAL ESTATE, LLC, IT'S SUCCESSORS AND ASSIGNS.

LOTS 8, 9, 11, 12 AND 14 ARE FOR COMMERCIAL AND RETAIL AND SHALL BE OWNED AND MAINTAINED BY SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, IT'S SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET THEIR HAND AND SEAL ON THIS ____ DAY OF ____ 2023
DELIVERED IN OUR PRESENCE AS WITNESSES:

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

MANAGED BY:

TULANE GREEN WAVE, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: MICHELLE C. CARLTON

WITNESSES:

MANAGER

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

BY:

WITNESSES:

MANAGER

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

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 MICHELLE C. CARLTON, IN THEIR CAPACITY AS MANAGERS AND ON BEHALF OF TULANE GREEN WAVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS MANAGER ON BEHALF OF SHOPPES AT HAMMOCK RIDGE CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ☐ WHO ARE PERSONALLY KNOWN TO ME OR HAS PRODUCED ____ (TYPE OF IDENTIFICATION PRODUCED) AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC

NAME OF NOTARY TYPED, PRINTED OR STAMPED

PLACE NOTARY
SEAL ABOVE

SERIAL NUMBER, IF ANY

SURVEYORS NOTES (CONTINUED)

Q) RESTRICTIVE COVENANT AND EASEMENT AGREEMENT FOR SHOPPES AT HAMMOCK RIDGE CROSSING RECORDED JULY 16, 2018 IN OFFICIAL RECORDS BOOK 5139, PAGE 1630, AS AFFECTED BY FIRST AMENDMENT TO RESTRICTIVE COVENANT AND EASEMENT AGREEMENT RECORDED NOVEMBER 12, 2019 IN OFFICIAL RECORDS BOOK 5372, PAGE 2040; SECOND AMENDMENT RECORDED SEPTEMBER 14, 2021 IN OFFICIAL RECORDS BOOK 5793, PAGE 2148; THIRD AMENDMENT RECORDED SEPTEMBER 10, 2021 IN OFFICIAL RECORDS BOOK 5793, PAGE 2156; FOURTH AMENDMENT RECORDED AUGUST 24, 2022 IN OFFICIAL RECORDS BOOK 6024, PAGE 1886; FIFTH AMENDMENT RECORDED SEPTEMBER 8, 2023 IN OFFICIAL RECORDS BOOK 6090, PAGE 756; SIXTH AMENDMENT RECORDED FEBRUARY 24, 2023 IN OFFICIAL RECORDS BOOK 6097, PAGE 1733, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFECTS THE SUBJECT PROPERTY, BLANKET IN NATURE AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY

4. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

5. A 5/8" IRON ROD AND CAP STAMPED "LB 6846" HAVE BEEN SET AT ALL LOT CORNERS NOT OCCUPIED BY A PERMANENT REFERENCE MONUMENT.

SHEET 1 OF 3

PLAT
BOOK

PAGE

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND WAS FILED FOR RECORD ON

_____, 2023, FILE NO. _____

CLERK OF CIRCUIT COURT
IN AND FOR LAKE COUNTY, FLORIDA

REVIEWER STATEMENT

PURSUANT TO SECTION 177.061, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

_____, DATE: _____

JENNINGS E. GRIFFIN, PLS, LS 4486
PROFESSIONAL LAND SURVEYOR, STATE OF FLORIDA

CERTIFICATE OF APPROVAL BY THE MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD, AND THE DEDICATION OF ALL STREETS AND EASEMENTS IS ACCEPTED FOR MUNICIPAL PURPOSES OF SAID CITY ON THE ____ DAY OF ____ 2023 PROVIDED THAT THE PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN ____ DAYS FROM THE DATE OF APPROVAL BY SAID CITY COUNCIL, CITY OF CLERMONT, FLORIDA.

ATTEST: _____ CITY OF CLERMONT

CITY CLERK
TRACY A. HOWE

MAYOR
TIM MURRY

CERTIFICATE OF SURVEYOR

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

DATE: _____
JEFFREY D. HOFIUS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6610

LEADING EDGE LAND SERVICES, INC.
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
LICENSED BUSINESS NUMBER: 6846

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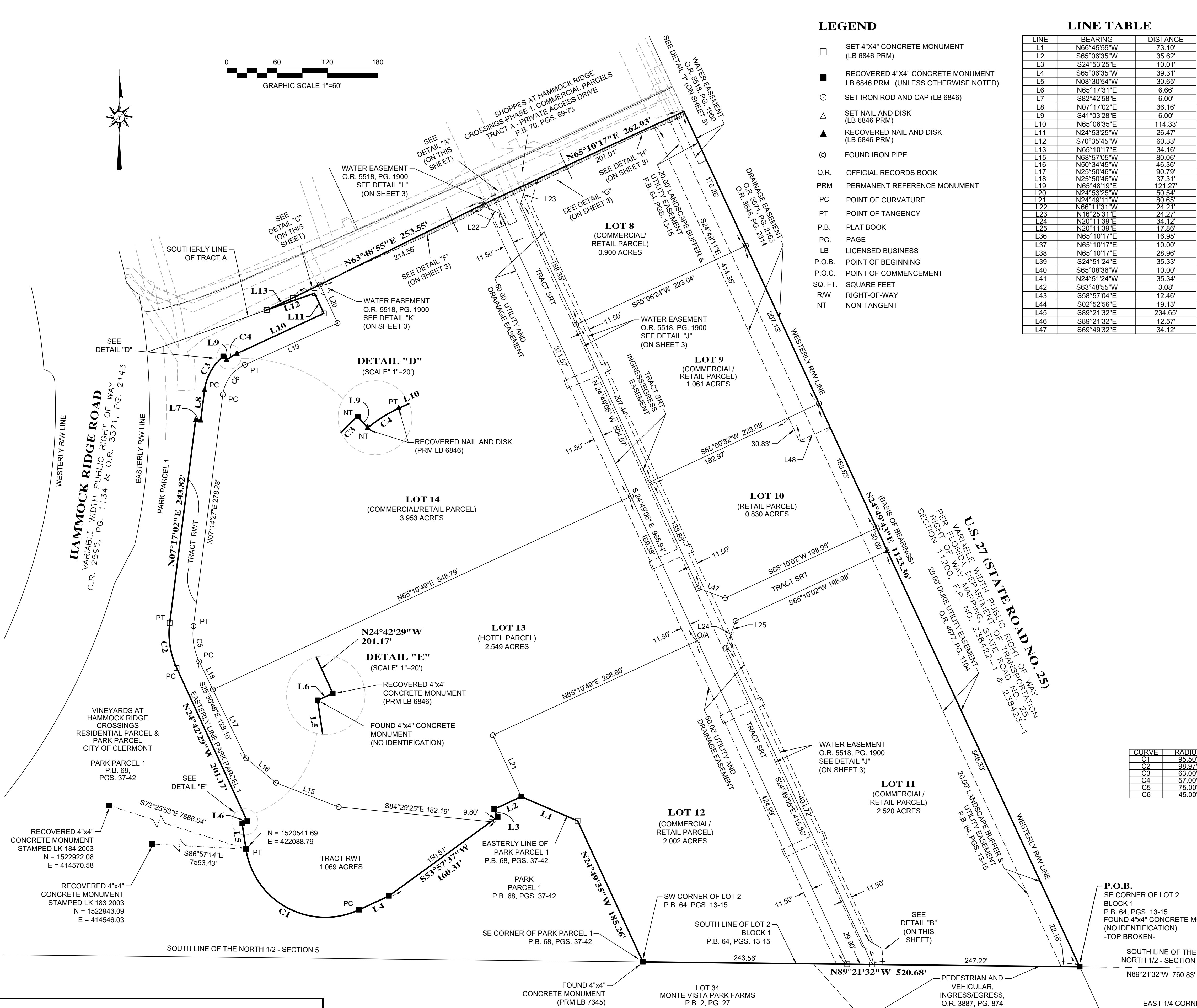
SHOPPES AT HAMMOCK RIDGE CROSSINGS – PHASE 3 COMMERCIAL PARCELS

BEING A REPLAT OF A PORTION OF LOT 1 AND ALL OF LOT 2, BLOCK 1, TUSCANY VILLAGE–PHASE 1, AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 2 OF 3

PLAT BOOK

PAGE



LEGEND

- SET 4"x4" CONCRETE MONUMENT (LB 6846 PRM)
- RECOVERED 4"x4" CONCRETE MONUMENT LB 6846 PRM (UNLESS OTHERWISE NOTED)
- SET IRON ROD AND CAP (LB 6846)
- SET NAIL AND DISK (LB 6846 PRM)
- RECOVERED NAIL AND DISK (LB 6846 PRM)
- FOUND IRON PIPE
- O.R. OFFICIAL RECORDS BOOK
- PRM PERMANENT REFERENCE MONUMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- P.B. PLAT BOOK
- PG. PAGE
- LB LICENSED BUSINESS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SQ. FT. SQUARE FEET
- R/W RIGHT-OF-WAY
- NT NON-TANGENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N66°45'59"W	73.10'
L2	S65°06'35"W	35.62'
L3	S24°53'25"E	10.01'
L4	S65°06'35"W	39.31'
L5	N08°30'54"W	30.65'
L6	N65°17'31"E	6.66'
L7	S82°42'58"E	6.00'
L8	N07°11'02"E	36.16'
L9	S41°03'28"E	6.00'
L10	N65°06'35"E	114.33'
L11	N24°53'25"W	26.47'
L12	S70°35'45"W	60.33'
L13	N65°10'17"E	34.16'
L15	N68°57'05"W	80.06'
L16	N50°34'45"W	46.36'
L17	N25°50'46"W	90.79'
L18	N25°50'46"W	37.31'
L19	N65°48'19"E	121.27'
L20	N24°53'25"W	50.54'
L21	N24°49'11"W	80.55'
L22	N66°11'31"W	24.21'
L23	N16°25'31"E	24.27'
L24	N20°11'39"E	34.12'
L25	N20°11'39"E	17.86'
L36	N65°10'17"E	16.95'
L37	N65°10'17"E	10.00'
L38	N65°10'17"E	28.96'
L39	S24°51'24"W	35.33'
L40	S65°08'36"W	10.00'
L41	N24°51'24"W	35.34'
L42	S63°48'55"W	3.08'
L43	S58°57'04"E	12.46'
L44	S02°52'56"E	19.13'
L45	S89°21'32"E	234.65'
L46	S89°21'32"E	12.57'
L47	S69°49'32"E	34.12'

DETAIL "A" (SCALE 1"=20')

DETAIL "B" (SCALE 1"=30')

DETAIL "C" (SCALE 1"=20')

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	95.50'	106°22'31"	N61°42'10"W	152.91'	177.31'
C2	98.07'	31°59'51"	N08°42'43"W	54.55'	55.26'
C3	63.00'	43°01'22"	N28°47'43"E	46.20'	47.31'
C4	57.00'	14°39'34"	N67°46'48"E	14.54'	14.58'
C5	75.00'	33°05'14"	S09°18'09"E	42.71'	43.31'
C6	45.00'	58°33'51"	S36°31'23"W	44.02'	46.00'

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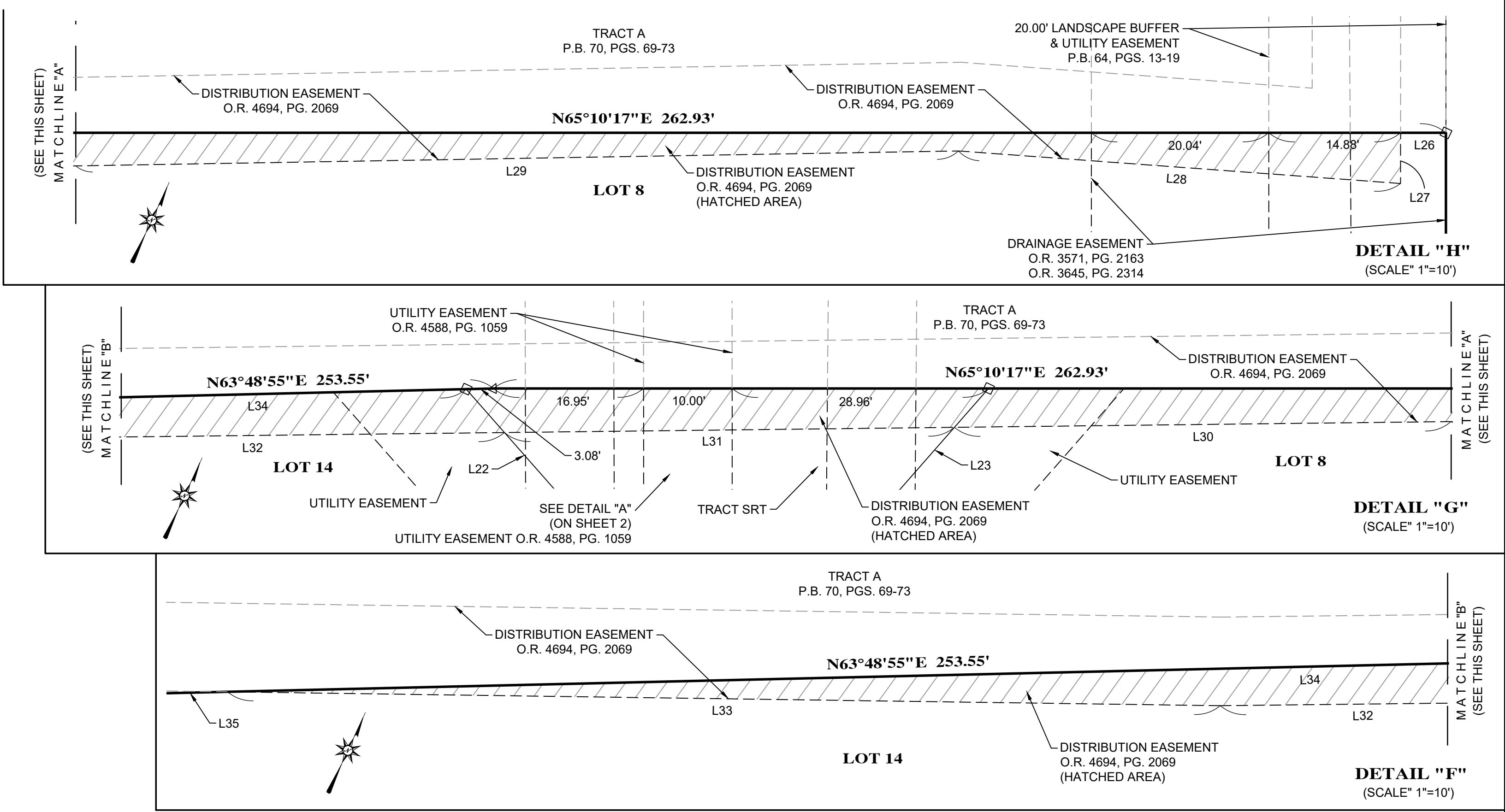
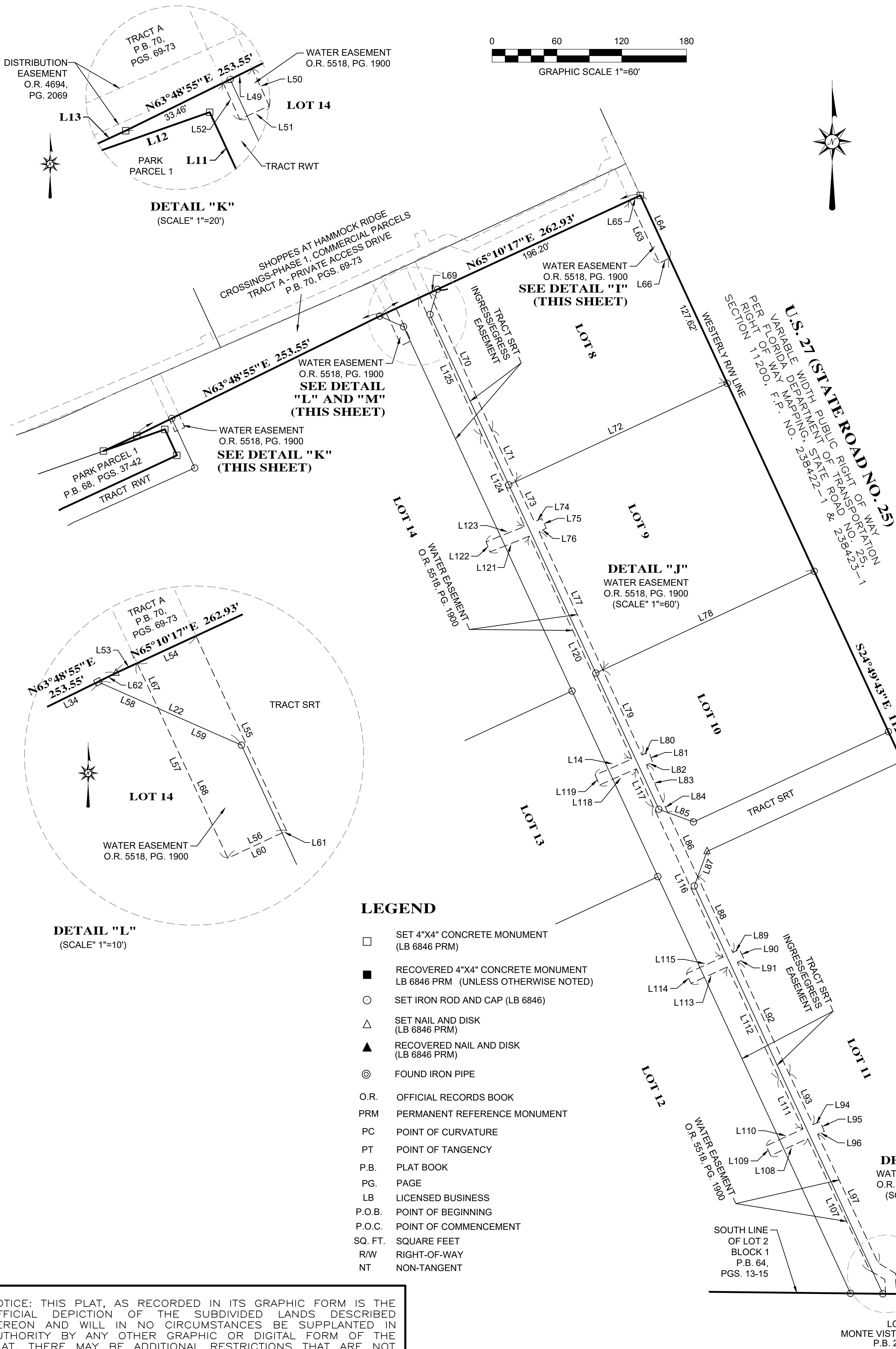
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SHEET 3 OF 3

PLAT BOOK

PAGE



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L11	N24°53'25"W	26.47'	L74	N65°10'46"E	7.38'
L12	S70°35'45"W	60.33'	L75	S24°49'14"E	10.00'
L13	N65°10'17"E	34.16'	L76	S65°10'46"W	7.38'
L14	N66°08'38"E	37.17'	L77	S24°44'32"E	140.95'
L22	N66°11'31"W	24.21'	L78	N65°00'32"E	216.05'
L23	N16°25'31"E	24.27'	L79	S24°44'32"E	36.70'
L26	S65°10'17"W	5.12'	L80	N69°47'15"E	7.01'
L27	S24°49'11"E	5.73'	L81	S20°12'45"E	10.00'
L28	S69°23'04"W	50.07'	L82	S69°47'15"W	6.28'
L29	S64°12'02"W	99.72'	L83	S24°45'27"E	38.00'
L30	S64°30'25"W	56.11'	L84	S24°52'26"E	10.54'
L31	S64°30'25"W	50.83'	L85	S69°49'32"E	25.11'
L32	S64°30'25"W	68.96'	L86	S24°52'26"E	65.44'
L33	S65°57'01"W	112.16'	L87	N20°11'39"E	25.02'
L34	N63°48'55"E	179.91'	L88	S24°52'26"E	77.32'
L35	N63°48'55"E	37.73'	L89	N65°10'46"E	6.85'
L36	N65°10'17"E	16.95'	L90	S24°49'14"E	10.00'
L37	N65°10'17"E	10.00'	L91	S65°10'46"W	6.85'
L38	N65°10'17"E	28.96'	L92	S24°52'26"E	113.45'
L39	S24°51'24"E	35.33'	L93	S25°14'57"E	52.29'
L40	S65°08'36"W	10.00'	L94	N66°58'35"E	7.19'
L41	N24°51'24"W	35.34'	L95	S23°01'25"E	10.00'
L42	S63°48'55"W	3.08'	L96	S66°58'35"W	6.80'
L49	N63°48'55"E	10.00'	L97	S25°14'57"E	131.55'
L50	S24°40'44"E	12.67'	L98	S58°57'04"E	18.55'
L51	S65°19'16"W	10.00'	L99	S02°52'56"E	19.13'
L52	N24°40'44"W	12.41'	L100	S69°21'32"E	234.65'
L53	N65°10'17"E	3.60'	L101	N89°21'32"W	10.02'
L54	N65°10'17"E	10.00'	L102	S89°21'32"E	2.55'
L55	S24°58'12"E	33.15'	L103	S24°49'06"E	21.80'
L56	S65°01'48"W	10.00'	L104	N62°52'26"E	13.19'
L57	N24°58'12"W	33.18'	L105	N58°57'04"W	12.88'
L58	S66°11'31"E	10.14'	L106	N58°57'04"W	3.37'
L59	S66°11'31"E	14.07'	L107	N25°14'57"W	135.03'
L60	S65°01'48"W	9.23'	L108	S65°10'46"W	37.70'
L61	S65°01'48"W	0.77'	L109	N24°49'14"W	10.00'
L62	N64°32'44"E	6.68'	L110	N65°15'13"E	37.63'
L63	N24°58'12"W	7.68'	L111	N25°14'57"E	51.90'
L64	N24°58'12"W	25.49'	L112	N24°52'26"W	113.51'
L65	N65°10'17"E	10.81'	L113	S65°41'51"W	37.19'
L66	S64°13'41"W	10.12'	L114	N24°18'09"W	10.00'
L67	S24°49'43"E	64.09'	L115	N65°41'51"E	37.09'
L68	S24°49'43"E	64.26'	L116	N24°52'26"W	153.30'
L69	N65°10'17"E	8.20'	L117	N24°05'32"W	38.63'
L70	N24°20'01"W	139.25'	L118	S66°05'36"W	37.27'
L71	N25°10'00"W	52.76'	L119	N24°51'22"W	10.00'
L72	N65°05'24"E	216.10'	L120	N24°44'32"W	227.02'
L73	N25°10'00"W	41.06'	L121	S68°07'36"W	39.09'

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Resolution No. 2023-030R		
Requested Action		
Request approval of Resolution No. 2023-030R to amend the Fiscal Year 2023 Budget.		
Staff Report		
Resolution No. 2023-030R is proposed to amend the Fiscal Year 2023 Budget. This resolution formally amends the annual budget to account for updated spending by department heads on large capital projects. This resolution amends the Capital Projects Fund, ARPA Fund, Water Fund, Sewer Fund and Stormwater Fund.		
Additional Analysis		
Fiscal Impact Summary		
The net change to all fund balances is a decrease of \$14,951,088.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ARPA & Capital Projects Amendment	ARPA & Capital Projects Amendment.pdf	



**CITY OF CLERMONT
RESOLUTION NO 2023-030R**

**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:

CAPITAL PROJECTS FUND

Capital Projects Fund Account Description	2023 Current Budget	Proposed Budget Amendments	Total 2023 Revised Budget
Beginning Reserves	\$0	\$13,515,580	\$13,515,580
Facilities Maintenance	\$0	\$7,707,368	\$7,707,368
Economic Development	\$0	\$1,492,976	\$1,492,976
Ending Reserves	\$0	\$4,315,236	\$4,315,236

CAPITAL PROJECTS FUND BALANCE – Net Decrease of \$9,200,344

ARPA FUND

ARPA Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Beginning Reserve	\$0	\$7,339,852	\$7,339,852
Rehiring Staff/ARPA Admin	\$0	\$744	\$744
Transfer to Water Fund	\$0	\$2,000,000	\$2,000,000
Transfer to Sewer Fund	\$0	\$1,750,000	\$1,750,000
Transfer to Stormwater Fund	\$0	\$2,000,000	\$2,000,000
Ending Reserves	\$0	\$1,589,108	\$1,589,108

ARPA FUND BALANCE – Net Decrease of \$5,750,744



**CITY OF CLERMONT
RESOLUTION NO 2023-030R**

WATER FUND

Water Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Transfer from ARPA	\$0	\$2,000,000	\$2,000,000
Cap Out-Oth Imp Str scape 95113	\$0	\$2,000,000	\$2,000,000

WATER FUND BALANCE – No change

SEWER FUND

Sewer Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Transfer from ARPA	\$0	\$1,750,000	\$1,750,000
Cap Out-Oth Impr Street 95113	\$0	\$1,750,000	\$1,750,000

SEWER FUND BALANCE – No change

STORMWATER FUND

Stormwater Fund Account Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Transfer from ARPA	\$0	\$2,000,000	\$2,000,000
Cap Out-Oth Imp Street 95113	\$0	\$2,000,000	\$2,000,000

STORMWATER FUND BALANCE – No change

Change to Fund Balance – All Funds – Decrease of \$14,951,088



**CITY OF CLERMONT
RESOLUTION NO 2023-030R**

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.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of September, 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, September 12, 2023		
Agenda Item Name		
Clermont Police Officer Local 6013 and Sergeants 6014 Collective Bargaining Agreement Amendment		
Requested Action		
Recommend approval of the first amendment to the Collective Bargaining Agreement Article 31 (Wages) with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014.		
Staff Report		
On January 25, 2022, City Council approved the Collective Bargaining Agreement (CBA) with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014 for the period October 1, 2020 - September 30, 2024. Article 31 of the CBA included an option to re-open Article 31 for the final year of the contract, October 1, 2023 – September 30, 2024, which the Union elected to exercise. The attached Article 31 is recommended for approval, which includes an increase to the previously negotiated starting salary for police officers and sergeants, as well as a 4% salary increase for all bargaining unit members (previously negotiated 2% increase). The fiscal impact of the negotiated amendment to the agreement is estimated to be \$97,000.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of the negotiated amendment to the agreement is estimated to be \$97,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023 9 12 - Police Article 31 Reopener - Amendment	2023 9 12 - Police Article 31 Reopener - Amendment.pdf	

**FIRST AMENDMENT TO COLLECTIVE BARGAINING
AGREEMENT BETWEEN
INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO CLERMONT
POLICE OFFICERS LOCAL 6013 AND SERGEANTS LOCAL 6014
AND THE CITY OF CLERMONT**

This Amendment is to that certain Collective Bargaining Agreement for the period of October 1, 2020 through September 30, 2024 approved January 25, 2022 (hereinafter the “Agreement”) between International Union of Police Associations, AFL-CIO Police Officers Local 6013 and Sergeants Local 6014, (hereinafter collectively referred to as “UNION” and the City of Clermont, (hereinafter referred to as “CITY”).

WHEREAS, after good faith negotiations between the negotiations team of the UNION and CITY, the parties entered into the Agreement which was approved as of January 25, 2022;

WHEREAS, after approval of the Agreement, and in accordance with Article 31, Section 31.13 of the Agreement the respective negotiation teams for the Parties engaged in good faith negotiations with regard to Article 31 “Wages”; and

WHEREAS, UNION and CITY now desire to amend the Agreement as set forth herein.

NOW THEREFORE, the Parties hereto, in and for the consideration as hereinafter set forth in this First Amendment and in the Agreement, do hereby agree and covenant as follows:

3. The above-stated recitals are hereby incorporated and made a part of this First Amendment.
2. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
3. Article 31 “**Wages**”, Sections 31.1 through 31.13 of the Agreement is hereby amended and replaced in its entirety by the following:

{Remainder of Page Intentionally Left Blank}

Article 31

Wages

31.1 The following pay scales shall be effective during the duration of this contract.

First Payperiod upon contract approval	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$21.95	\$47,938.80	\$33.58	\$73,338.72
Officer (2080 annual hours)	\$23.05	\$47,938.80	\$35.26	\$73,338.72
Sergeant (2184 annual hours)	\$29.55	\$64,537.20	\$45.20	\$98,716.80
Sergeant (2080 annual hours)	\$31.03	\$64,537.20	\$47.46	\$98,716.80

Sept. 26, 2022 – Sept 30, 2023	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$22.39	\$48,899.76	\$34.25	\$74,802.00
Officer (2080 annual hours)	\$23.51	\$48,899.76	\$35.96	\$74,802.00
Sergeant (2184 annual hours)	\$30.14	\$65,825.76	\$46.10	\$100,682.40
Sergeant (2080 annual hours)	\$31.65	\$65,825.76	\$48.41	\$100,682.40

Sept. 25, 2023 – Sept 30, 2024	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$24.2674	\$53,000	\$36.526	\$79,772.78
Officer (2080 annual hours)	\$25.4808	\$53,000	\$38.352	\$79,772.78
Sergeant (2184 annual hours)	\$32.2802	\$70,500	\$49.375	\$107,836.53
Sergeant (2080 annual hours)	\$33.8942	\$70,500	\$51.844	\$107,836.53

31.2 All bargaining unit members hired by the City shall be paid the minimum hourly rate for that classification. However, any bargaining unit member with prior sworn law enforcement service shall be increased two (2) percent for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. To qualify for this increase, the bargaining unit member must have worked as a full-time sworn law enforcement officer in the United States within (1) year of employment with the City of Clermont.

31.3 All bargaining unit members not in a Sergeant classification and who have successfully completed the required Field Training Officer training shall be compensated an additional \$2.00 for all hours worked as a field training officer.

31.4 All bargaining unit members who are required by management to work in a higher classification due to a supervisor's absence shall be compensated an additional 5% for all

hours worked in the higher classification.

- 31.5 Bargaining unit members shall be eligible for pay increases during the duration of this contract as follows:

October 1, 2022 – September 30, 2024

- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their performance evaluation. Performance Evaluation adjustments (Merit Pay) shall be effective on the first full payroll beginning after April 1st of each year. Merit pay increases shall range from 2% to 4%, in accordance with performance rating scale in use for sworn police department employees.
- 31.6 Merit pay increases shall not be available to bargaining unit members who have reached the maximum of their pay grade, unless specifically approved in the budget in the form of a lump-sum payment.
- 31.7 Merit pay shall be calculated on the bargaining unit member's base pay.
- 31.8 Bargaining unit members that are assigned to the Criminal Investigations Division, shall be compensated 5%. The additional compensation shall only be paid to the bargaining unit member while he/she is assigned to the Criminal Investigations Division. If the bargaining unit member is reassigned for any reason out of the Criminal Investigations Division, he/she shall immediately forfeit earning the additional 5%.
- 31.9 All bargaining unit members in the classification of Sergeant shall receive a six percent (6%) hourly pay rate increase effective the beginning of the first pay period after contract approval, a two percent (2%) hourly rate increase effective September 26, 2022, and a four percent (4%) hourly rate increase effective September 25, 2023.
- 31.10 All bargaining unit members in the classification of Police Officer shall receive a six percent (6%) hourly pay rate increase effective the beginning of the first pay period after contract approval, and a two percent (2%) hour rate increase effective September 26, 2022, and a four percent (4%) hourly rate increase effective September 25, 2023.

4. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

5. The terms and conditions of this First Amendment shall take effect October 1, 2023.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment for the purposes herein expressed on the dates set forth below.

Attest:

CITY OF CLERMONT

Tracy Ackroyd Howe, City Clerk

By_____
Tim Murry, Mayor
As authorized by action of the City Council
at its Regular Meeting of September ___.
2023
Date:_____

Attest:

INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO, POLICE
OFFICERS LOCAL 6013 AND
SERGEANTS LOCAL 6014

Dennis Hall, Secretary

By_____
Thomas Stone, Interim President

Date:_____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Term Contract Award <i>Fireworks Display Services</i>		
Requested Action		
Requesting approval to award term contract to Four Seasons Display, Inc. to provide fireworks display services.		
Staff Report		
The Procurement Services Department and the Parks & Recreation Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-091 on July 17, 2023, to establish an annual term contract to provide fireworks display services. Independence Day is a nationwide holiday that commemorates the passage of the Declaration of Independence on July 4, 1776. The City of Clermont participates in the July 4th tradition of providing a fireworks display show for public entertainment. This contract provides a fixed-unit price for fireworks displays in the annual amount of \$30,000. The RFB was fully competed, advertised, and complied with the City of Clermont Procurement Policy. There was one response to the solicitation. These services will be used for the Fourth of July annual event held at Waterfront Park. It is recommended that the City Council approve and execute a fixed unit price term contract with Four Seasons Display, Inc. to provide fireworks display 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 value of this contract is \$90,000 for the initial three (3) years of the contract. The contract start date is September 13, 2023.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department. Fiscal year 2024 has a proposed budget of \$75,000. Department Account Code: 10574-54810-74001		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 23-091 Evaluation Tabulation	RFB 23-091 Evaluation Tabulation.pdf	
2. RFB 23-091 Notice of Intent to Award	RFB 23-091 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 23-091

Fireworks Display Services

RESPONSE DEADLINE: August 17, 2023 at 2:00 pm

Report Generated: Friday, August 18, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Four Seasons Display, Inc.	\$30,000.00

BASIS OF AWARD

Basis of Award					Four Seasons Display, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	4th of July Fireworks Display	15	Minutes	\$2,000.00	\$30,000.00
Total						\$30,000.00

PRICE ADJUSTMENTS

Price Adjustments				Four Seasons Display, Inc.		
Selected	Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
	2	Shells not used or damaged, defective firing, or other causes.	Incident	1	\$5.00	\$5.00
	3	Delay in the start of the show (delay is longer than 10 minutes)	Incident	1	\$100.00	\$100.00
	4	Delay due to time break during the show (dead airtime)	Incident	1	\$10.00	\$10.00

EVALUATION TABULATION
RFB No. RFB 23-091
Fireworks Display Services

Selected	Line Item	Price Adjustments		Four Seasons Display, Inc.		
		Description	Unit of Measure	Quantity	Unit Cost	Total
	5	The fireworks display is postponed or cancelled due to weather conditions.	Incident	1	\$1.00	\$1.00
Total						\$0.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-091
Fireworks Display Services

RESPONSE DEADLINE: August 17, 2023 at 2:00 pm

Friday, August 18, 2023

After the careful and thorough review of the single response received to solicitation number RFB 23-091 titled Fireworks Display Services, the City hereby issues this Award Recommendation to the following company:

Four Seasons Display, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Piggyback Term Contract <i>Sports Lighting</i>		
Requested Action		
Requesting approval to piggyback the Sourcwell term contract number 041123 with Musco Sports Lighting, LLC. to provide sports lighting equipment, maintenance services and installation.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. At the request of the Parks and Recreation Department, the Procurement Services Department sought a contract from Sourcwell number 041123, to provide sports lighting equipment, maintenance services and installation. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 24-005 to notify local vendors of the City's intent to utilize another governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Sourcwell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial four (4) year term agreement with additional three (3) one-year renewals at the option of the City. Based on this, staff recommends that the City Council approve the piggyback of Sourcwell contract number 041123. This contract will provide lighting system materials, maintenance services, lighting design, and consultant services. The estimated value is \$900,000 for the initial term of the contract. The contract start date is September 12, 2023. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department. The fiscal year 2024 has an available budget of \$285,000.		
Department Account Code: 12572-66300		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Musco Sports Lighting Contract 041123	Musco Sports Lighting Contract 041123.pdf	

2.	Musco Sourcewell 041123-MSL Pricing September 2022	Musco Sourcewell 041123-MSL Pricing September 2022.pdf
3.	Prop. Eval. -Sports Lighting 041123	Prop. Eval. -Sports Lighting 041123.pdf
4.	RFI 24-005	RFI 24-005.pdf

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

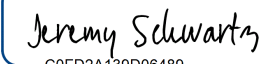
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

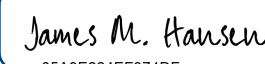
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC
DocuSigned by:

By: 05A9E224EF374DF...
James M. Hansen
Title: Secretary
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Tuesday February 21, 2023 07:22:41
Submitted On: Monday April 10, 2023 10:57:03
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address: 216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. \$500K	Approx. \$10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. \$750K	Approx. \$6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. \$1.7M	Approx. \$6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. \$900K	Approx. \$6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. \$400K	Approx. \$5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshow and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: - Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. - Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. - Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. - Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: - On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. - Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. - Reusable packaging is used to move components from original fabrication through the complete manufacturing process. - During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. - Reuse water during the manufacturing process and conserve water when possible. Office: - Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. - Use geothermal heating and air conditioning to minimize energy consumption. - Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warranted period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded "Musco Solutions and Testimonial videos" document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, "Musco often is calling me to schedule a repair before I even know I had a problem."	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco's lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcwell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcwell member. Musco and the Sourcwell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. - Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. - Each contract project PO is checked and validated that it is an awarded contract purchase - Project awarded contract fee is validated as correct - When validation complete, report sent to cooperative purchasing organization - As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports - Invoice documents for projects of a contract member are available for review upon request
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Wednesday March 15, 2023 15:13:04
 - [Standard Transaction Document Samples](#) - Document Samples.zip - Wednesday March 15, 2023 15:13:17
 - [Upload Additional Document](#) - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☒	1

Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Taylor Knoot

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Project pricing in CAD is available upon request. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the State of Minnesota to the job site. Additional freight cost may be incurred outside of the State of Minnesota.

Terms: Net 30 days upon delivery

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$182,792	50 fc	\$269,704
360' x 160'	80'	30 fc	\$218,368	50 fc	\$320,051
360' x 160'	100'	30 fc	\$251,287	50 fc	\$324,065
360' x 160'	120'	30 fc	\$251,803	50 fc	\$373,626

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$156,705	50 fc	\$231,820
360' x 210'	30'	30 fc	\$171,054	50 fc	\$264,562
360' x 225'	30'	30 fc	\$186,200	50 fc	\$313,155



Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(In/Out)		(In/Out)	
60' Base Path	200'	30/20 fc	\$114,116	50/30 fc	\$154,009
60' Base Path	225'	30/20 fc	\$138,279	50/30 fc	\$165,098
60' Base Path	250'	30/20 fc	\$152,542	50/30 fc	\$190,046
60' Base Path	300'	30/20 fc	\$192,242	50/30 fc	\$234,100
60' Base Path	325'	30/20 fc	\$204,549	50/30 fc	\$260,508
90' Base Path	300'	50/30 fc	\$272,230	70/50 fc	\$366,583
90' Base Path	300'/325'/300'	50/30 fc	\$276,738	70/50 fc	\$376,393
90' Base Path	350'	50/30 fc	\$332,666	70/50 fc	\$454,080
90' Base Path	320'/360'/320'	50/30 fc	\$315,119	70/50 fc	\$433,750
90' Base Path	330'/400'/330'	50/30 fc	\$348,827	70/50 fc	\$528,994

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$71,704
3	50 fc	\$81,855
4	50 fc	\$106,590
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$60,533

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Materials	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 fc	\$47,347	\$0.74/sq ft

Transportation and Infrastructure Utilizing LED luminaires – Light-Structure System™

Transportation & Infrastructure - Constant 10™ warranty		
Area Size	Light Level	Price for Light-Structure TLC -LED Materials
2000' x 500'	1 fc	\$0.29/per sq ft
2000' x 500'	5 fc	\$0.50/per sq ft



Sourcewell

RFP #041123 Sports Lighting with Related Supplies and Services

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology includes LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses (does not include poles and precast concrete bases).

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology pricing includes a 10-year product assurance & warranty program and Control-Link® Control & Monitoring package. The Constant 10™ warranty is contingent upon a site inspection.

Football Utilizing LED luminaires – SportsCluster® System

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 fc	\$139,852	50 fc	\$196,757
360' x 160'	80'	30 fc	\$154,973	50 fc	\$219,674
360' x 160'	100'	30 fc	\$155,297	50 fc	\$220,074
360' x 160'	120'	30 fc	\$155,948	50 fc	\$233,689

Soccer Utilizing LED luminaires – SportsCluster® System

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
330' x 195'	30'	30 fc	\$106,593	50 fc	\$166,777
360' x 210'	30'	30 fc	\$115,303	50 fc	\$188,810
360' x 225'	30'	30 fc	\$129,854	50 fc	\$209,970

Baseball/Softball Utilizing LED luminaires – SportsCluster® System

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$76,110	50/30 fc	\$106,870
60' Base Path	225'	30/20 fc	\$88,691	50/30 fc	\$114,867
60' Base Path	250'	30/20 fc	\$94,752	50/30 fc	\$132,064
60' Base Path	300'	30/20 fc	\$130,950	50/30 fc	\$167,135
60' Base Path	325'	30/20 fc	\$139,660	50/30 fc	\$180,600
90' Base Path	300'	50/30 fc	\$188,656	70/50 fc	\$255,890
90' Base Path	300'/325'/300'	50/30 fc	\$192,284	70/50 fc	\$265,373
90' Base Path	350'	50/30 fc	\$225,426	70/50 fc	\$322,167
90' Base Path	320'/360'/320'	50/30 fc	\$214,708	70/50 fc	\$321,809
90' Base Path	330'/400'/330'	50/30 fc	\$230,627	70/50 fc	\$352,581

Sourcewell
RFP #041123 Sports Lighting with Related Supplies and Services

Tennis Utilizing LED luminaires – SportsCluster® System

Tennis		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
2	50 fc	\$49,472
3	50 fc	\$52,685
4	50 fc	\$69,380
6	50 fc	\$102,912

Basketball Outdoor Utilizing LED luminaires – SportsCluster® System

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
1	50 fc	\$40,029

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	75 fc	\$46,724

Arena Utilizing LED luminaries - SportsCluster® System

Arena				
	Seats	Fixture Mounting Heights	Light Level Horizontal and Vertical	Price for SportsCluster TLC-LED Materials
Hockey and/or Basketball Arena	<10,000	<80	75 fc - 100 fc	\$340,000
Hockey and/or Basketball Arena	10,000 - 15,000	<100	100 fc - 145 fc	\$398,000
Hockey and/or Basketball Arena	>15,000	>100	150 fc	\$794,000

Transportation and Infrastructure Utilizing LED luminaires – Total Light Control – TLC for LED™ Retrofit System

Transportation & Infrastructure - Constant 10™ warranty		
Area Size	Light Level	Price for Total Light Control - TLC for LED Retrofit Materials
2000' x 500'	1 fc	\$0.22/per sq ft
2000' x 500'	5 fc	\$0.41/per sq ft

Sourcewell
RFP #041123 Sports Lighting with Related Supplies and Services

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$80,000
50' x 104'	20 fc	\$85,000
60' x 120'	15 fc	\$90,000

MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	\$12,000
Rectangular Field/Court*	\$12,000

*750 hours of streaming included; additional hours available for purchase

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link Retrofit (adapts to existing contactors - Control Module Only, (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,850
TLC for LED® RGB-U Fixture	\$6,000/fixture
TLC for LED® RGBW Fixture	\$6,000/fixture

Value Added Items

Communication-Structure System™ - 10 year parts and labor warranty*		
Class	Height (ft)	Price for Materials
40B	40	\$7,415
50D	50	\$9,968
60F	60	\$13,417
70E	70	\$13,635
70F	70	\$17,540
80C	80	\$14,045
80D	80	\$20,076
90B	90	\$16,336
90C	90	\$20,481
100B	100	\$16,339
100C	100	\$20,699
110B	110	\$16,330
110C	110	\$22,500
120A	120	\$23,400
130A	130	\$23,807
150B	150	\$35,320

*Freight not included



Sourcewell
RFP #041123 Sports Lighting with Related Supplies and Services

- A. Lighting system pricing stated above includes lighting system materials, lighting design & consultant services and delivery within the State of Minnesota to the job site. Additional freight may be incurred outside of the State of Minnesota.
- B. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- C. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- D. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- E. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2018, 110 mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 110 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- F. Pricing is based on using Musco's Control-Link® Control & Monitoring package. Musco's Show-Light® entertainment services packages are available and will increase the equipment cost by 12%. Musco is not responsible for obtaining rights to or any cost associated with music licenses.
- G. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.
- H. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- I. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.
- J. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- K. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- L. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

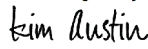
End of Bid





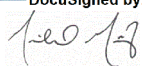
Proposal Evaluation
Sports Lighting Solutions with Related Technology, Equipment, and Services RFP #041123

		Alpha Supply, LLC	Cooper Lighting, LLC	Daybreak LED, LLC	Hellas Construction, Inc.	LEDVANCE	Musco Sports Lighting, LLC	Schreder Lighting, LLC	Shinetoo Lighting USA, LLC	Techline Sports Lighting, LLC
Possible Points										
Conformance to RFP Requirements	50	37	41	40	42	40	42	39	36	42
Pricing	400	294	330	303	310	308	321	309	238	306
Financial Viability and Marketplace Success	75	52	63	53	61	54	63	60	46	57
Ability to Sell and Deliver Service	100	46	83	67	78	68	84	79	64	77
Marketing Plan	50	35	41	38	42	35	41	37	35	42
Value Added Attributes	75	57	63	63	59	54	63	62	57	62
Warranty	50	38	41	39	42	38	45	40	36	44
Depth and Breadth of Offered Equipment, Products, or Services	200	159	169	156	162	139	176	168	134	165
Total Points	1,000	718	831	759	796	736	835	794	646	795
Rank Order		8	2	6	3	7	1	5	9	4

DocuSigned by:

 6830543C58384D1...
 Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Lead Analyst

DocuSigned by:

 7BCA93CD6377421...
 Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

DocuSigned by:

 0B0204E40D3E445...
 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

 679614F597034BA...
 Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



REQUEST FOR INFORMATION

RFI 24-005

INTENT TO UTILIZE SOURCEWELL CONTRACT FOR SPORTS LIGHTING SERVICES

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

RELEASE DATE: August 29, 2023

DEADLINE FOR QUESTIONS: September 7, 2023

RESPONSE DEADLINE: September 8, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize Sourcewell Contract for Sports Lighting Services

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

Attachments:

E - OpenGov Vendor Registration

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

Intent to Utilize Sourcewell Contract for Sports Lighting Services

1.2. Contact Information

Brian Forman

Parks and Recreation Director

3700 S Hwy 27

Clermont, FL 34711

Email: bforman@clermontfl.org

Phone: [\(352\) 708-5999](tel:(352)708-5999)

Department:

Procurement Services

1.3. Timeline

Solicitation Release Date	August 29, 2023
Question Deadline	September 7, 2023, 2:00pm
Response Deadline	September 8, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, 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://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. 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. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

- A. Company Name: Musco Sports Lighting, LLC
- B. Contract Number and Title: 041123 Sports Lighting with Related Supplies and Services
- C. Length of Contract: Four (4) years
- D. Product or Service Provided: Sports lighting equipment, services, and installation
- E. Estimated Annual Expenditure: \$300,000

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, September 8, 2023 to advise whether your company can provide any of the products or services 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Resolution No. 2023-035R <i>McKinney Park</i>		
Requested Action		
Recommend approval of contract to purchase McKinney Park		
Staff Report		
McKinney Park is an important asset for the City of Clermont and has been crucial to providing recreation amenities in the Lincoln Park area. The park is owned by Lake County School Board ("LCSB"). It has been dutifully managed with care and dedication since the City and LCSB entered into an agreement in 1998 for the City to operate the park. The original Agreement expired on June 30th, 2023. The City and LCSB extended the lease for an additional year on June 13, 2023 in order for the City and LCSB to negotiate a sale of the property to ensure that the property remains a park for the community to enjoy. The parties have agreed to a price of six hundred twenty-four thousand (\$624,000.00) to be paid in equal installments over a period of five (5) years. This purchase will be paid for out of existing park impact fees.		
Additional Analysis		
Fiscal Impact Summary		
The total cost of purchase is six hundred twenty-four thousand dollars (\$624,000.00) to be paid in equal installments over a period of five (5) years. This purchase will be paid for by existing park impact fees.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-035R - McKinney Park (09.01.2023)	2023-035R - McKinney Park (09.01.2023).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-035R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF 4+/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY AND KNOWN AS MCKINNEY PARK FROM THE SCHOOL BOARD OF LAKE COUNTY FOR \$624,000 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the purchase of real property known as McKinney Park for public park and recreation use by the City of Clermont is in the best interests of the citizens of the City of Clermont.

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 approve and authorizes the Mayor to enter into the Agreement attached hereto and incorporated herein as Attachment “A” for the purchase of 4 +/- acres of real property known as McKinney Park located in Lake County from The School Board of Lake County for \$624,000. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

SECTION 2:

The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon determination of any matter or factor, hereafter coming to his/her 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.

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.



CITY OF CLERMONT
RESOLUTION NO. 2023-035R

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. 2023-035R

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

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on this _____ day of _____, 2023 (the "Effective Date"), by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Buyer"), and SCHOOL BOARD OF LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 201 West Burleigh Blvd., Tavares, Florida 32778 ("Seller").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located in Lake County known as McKinney Park and as more particularly described elsewhere herein; and

WHEREAS, Buyer has leased, occupied and maintained said property continuously since 1998;

WHEREAS, Seller desires to convey said property to Buyer and Buyer desires to purchase the same from Seller;

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. Description of Property.

Clermont Lot 1 Block S Plat Book 3, Page 5 of the Official Records of Lake County, Florida; Parcel ID No.: 24-22-25-0150-00S-00100; Alt Key No.: 1616816 consisting of 4 +/- acres together with all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging and as described in the survey attached hereto and incorporated herein as Exhibit "A" (hereinafter together referred to as the "Property").

2. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey the Property and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

3. Purchase Price and Method of Payment. Subject to credits, adjustments and proration for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller (the "Purchase Price") shall be SIX HUNDRED TWENTY-FOUR THOUSAND AND 00/100 DOLLARS (\$624,000.00 USD). At Closing Buyer shall pay to Seller the initial sum of ONE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$124,800.00 USD). Thereafter, Buyer shall pay the balance of the Purchase Price to Seller in four equal annual payments of ONE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$124,800.00 USD) commencing on that date that is one year after the Closing Date and continuing each subsequent year on the same date until the total Purchase

Attachment A

Price has been paid. The initial payment and all subsequent payments shall be delivered to Seller in United States funds by certified bank check or wire transfer. Buyer shall deliver to Seller at Closing a promissory note for the future payments as provided herein. The note shall guarantee payment by Buyer to Seller and shall not accrue interest and shall be substantially in the form as set forth in Exhibit "B" attached hereto and incorporated herein.

4. Title. Within fifteen (15) days of the Effective Date, Buyer at Buyer's expense may obtain Buyer an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the Purchase Price (the "Title Commitment"). The title company and issuing agent shall be selected by Buyer. Buyer shall have fifteen (15) days from the date of Buyer's receipt of the Title Commitment to examine the same. Buyer shall, on or before the end of said fifteen (15) day period, notify Seller in writing specifying any objections Buyer may have regarding the status of title as shown on the Title Commitment, otherwise Buyer shall be deemed to have waived the right to any such objections. Seller shall, within ten (10) days from receipt of Buyer's notice of objection to title, provide a reply by written notice to Buyer (the "Reply Notice"), notifying Buyer that (i) Seller will not undertake to cure Buyer's title objections, or (ii) Seller will make a good faith effort to cure Buyer's title objections within ten (10) business days of Seller's Reply Notice (the "Title Cure Period") or at and s a condition of Closing. Should Seller fail to deliver a Reply Notice to Buyer, Seller shall be deemed to have elected to decline to undertake a cure of Buyer's title objections. In the event Seller declines to undertake a cure of Buyer's title objections, or if Seller shall not have cured the defects within the Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of (i) accepting title to the Land in an "as is" condition without recourse to Seller and without a reduction in the Purchase Price and the remaining title objections shall become Permitted Exceptions, or (ii) terminating this Agreement. Buyer's option of terminating this Agreement must be exercised within seven (7) days following the earlier of: (i) the date Buyer receives the Reply Notice stating that Seller declines to cure Buyer's title objections; or (ii) in the event Seller fails to deliver a Reply Notice, the date Seller is deemed to have elected not to undertake Buyer's title objections; or (iii) in the event Seller elects to make a good faith effort to cure Buyer's title objections, within five (5) days following the expiration of Seller's Title Cure Period. In the event Buyer does not terminate this Agreement pursuant to this Section, Buyer shall be deemed to have waived any remaining uncured objections to title and agreed to (a) accept title to the Land in an "as is" condition without a reduction in the Purchase Price and without recourse to Seller and (b) close on the date specified in Section 6 herein.

5. Conveyance of Property. At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for the exceptions approved or deemed approved by Buyer ("Permitted Exceptions"); (ii) an affidavit from Seller in a form required by the title company to delete from Buyer's title insurance policy all standard exceptions for construction liens and parties in possession exceptions and any other standard exceptions the title company may delete based on Seller's affidavit; (iii) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (iv) written affirmation that the representations and warranties set forth in Paragraph 10 hereof remain true at the time of Closing; (v) a duly executed closing statement; (vii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall

pay to Seller the Purchase Price of the Property described above, subject to adjustments and proration set forth herein and shall deliver to Seller: (ix) a duly executed closing statement; (x) written affirmation that the representations and warranties set forth in Paragraph 11 remain true at the time of Closing; (xi) an executed promissory note substantially in the form set forth in Exhibit "B" and (xii) other documents reasonably required by Seller or the title company in order to consummate the transaction contemplated herein.

6. Closing.

A. The sale and purchase transaction contemplated in this Contract shall be closed and the aforesaid closing documents delivered within sixty (60) days after the Effective Date unless terminated as provided in paragraph 4 (the "Closing Date").

B. The Closing shall be completed by a closing agent or attorney as selected by Buyer and shall take place at Clermont City Hall, in Lake County, or by express mail, and at such time as mutually agreed upon between Buyer and Seller.

7. Closing Costs. The Buyer shall pay for all costs associated with closing the transaction contemplated herein with the exception that Buyer and Seller shall each bear their own attorneys' fees.

8. Possession. Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder, subject to the Permitted Exceptions. Prior to Closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and Buyer, as the current tenant, shall bear the risk of all loss to the Property, except such loss that may be caused, created, or allowed to occur by Seller. Notwithstanding the foregoing, in the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasi-public use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

9. Proration. Ad valorem real and personal property taxes, if any, or assessments of any kind for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes or assessments for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax proration based on such estimate shall be readjusted by the Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

10. Representations, Obligations and Warranties of Seller. Except for the representations and warranties in this Paragraph 10, Seller makes no representations or warranties to Buyer and shall convey the Property 'AS IS, WHERE IS, WITH ALL FAULTS.' Buyer shall, by closing on the Property, be deemed to have acknowledged that Buyer has relied solely upon its own inspections and investigations to determine the physical condition of the

Attachment A

Property and its suitability for Buyer's purposes. Seller represents and warrants to the Buyer that:

A. To Seller's knowledge, Seller has not received written notice from any governmental or quasigovernmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any current, actual knowledge of any such actual or threatened taking. Further, Seller has not received any actual notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

B. To Seller's knowledge, Seller has not received any written notices from any city, county, state or other governmental authority or other person or entity of violations of any statute, law, or ordinance, or governmental rule or regulation in respect of the Property

C. To Seller's knowledge, Seller owns fee simple title to the Property and has the full power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

D. To Seller's knowledge, other than the Buyer's occupancy of the Property as set forth above, there is no tenant of the Property or any other person or entity having any right or claim to possession or use of the Property.

E. To Seller's knowledge, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property in violation of applicable law; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property in violation of applicable law; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties in violation of applicable law; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property in violation of applicable law. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal

Attachment A

Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

F. To Seller's knowledge, Seller has received no written notice of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

G. To Seller's knowledge, there is no litigation or legal proceeding pending or to Seller's present, actual knowledge threatened which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's use of the Property for the Intended Use.

H. To Seller's knowledge, Seller has not entered into any other contracts, agreements or understandings, verbal contracts or agreements, oral or written, for the sale or transfer of any portion of the Property, other than as set forth herein.

I. To Seller's knowledge, Seller has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

J. To Seller's knowledge, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

K. To Seller's knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

L. For purposes of this Paragraph 10, the term "to Seller's knowledge" or words of similar import is limited to and shall mean only the current conscious actual awareness of facts by Diane S. Kornegay, without requiring any inquiry or investigation whatsoever, who is acting solely in her capacity as Seller's Superintendent of Schools and is in no manner expressly or impliedly making any of the foregoing representations in her individual capacity. The statements and representations of Seller set forth in this contract shall be true and reaffirmed in writing at the Closing.

M. If, on or before the Closing Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer, as Buyer's sole and exclusive remedy, shall thereafter have the option to terminate this Contract within fifteen (15) calendar days of receipt of Buyer's written notice and

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this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder.

11. Representations, Acknowledgments and Warranties of Buyer. Buyer represents, acknowledges and warrants to Seller that:

A. Buyer has the power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder, including without limitation any documents necessary to acknowledge and confirm the indebtedness owed to Seller hereunder.

B. To the best of Buyer's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Buyer, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

12. Default. In the event that Buyer fails to perform any of the covenants of this Contract on its part to be performed, subject to the title inspection period set forth in Paragraphs 4 or refuses to perform its obligations under this Contract and such failure or refusal is not cured within ten (10) days after Notice from Seller the Buyer shall be in default of this Contract and the Contract shall terminate. If Seller fails to perform any of the covenants of this Contract on its part to be performed or refuses to perform its obligations under this Contract and such failure or refusal is not cured within ten (10) days after Notice from Buyer, Buyer may at its option: (i) terminate this Contract or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract.

13. Assignability. Neither Buyer nor Seller may assign its interest herein.

14. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

15. Survival of Provisions. The provisions of this Contract shall not survive the closing hereunder except as expressly provided elsewhere in this Contract.

16. Time of Essence. It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a

Attachment A

“calendar” day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore shall be extended to the next business day.

17. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or electronic mail, with acknowledgment of receipt upon transmission (provided that if notice is sent by electronic mail, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO BUYER:	City of Clermont 685 West Montrose Street Clermont, FL 34711 Attn.: Brian Bulthuis, City Manager
WITH A REQUIRED COPY TO:	de Beaubien Knight, Simmons, Mantzaris Neal, LLP 332 North Magnolia Avenue Orlando, Florida 32801 Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454 Fax: (407) 849-1845 e-mail: dmantzaris@dsklawgroup.com
TO SELLER:	School Board of Lake County 201 West Burleigh Blvd. Tavares, FL 34711 Attn.: Diane S. Kornegay Email: kornegayd@lake.k12.fl.us
WITH A COPY TO:	Bowen Schroth, P.A. Attn: James A. Myers 600 Jennings Avenue Eustis, FL 32726 Email: jmyers@bowenschroth.com

18. Governing Law, Venue and Binding Effect. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any such action shall be exclusively in Lake County Circuit Court. This contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

19. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein

Attachment A

be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

20. Brokerage. Seller and Buyer acknowledge and agree no agent or broker has acted on behalf of Seller or Buyer. Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

21. Effective Date. The "Effective Date" of this Contract shall be the date upon which this Contract is last signed by Seller and Buyer and delivered to both parties.

22. Counterparts. This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

23. Interpretation. Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Exhibits hereto.

24. PDF. PDF copies of this Contract executed by Seller or Buyer shall operate as and may be relied upon as an original signature.

25. Disclosures.

A. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

B. Chemicals. Many properties in Florida were once citrus groves or other agricultural properties on which there were applied certain pesticides, insecticides, herbicides, fungicides, and fertilizers. Some of these chemicals are suspected to be carcinogenic and may have contaminated subsurface water. Tests are available to determine if such contamination exists, and additional information may be obtained from various agencies and water filters are available. Notwithstanding anything contained herein to the contrary, Seller makes no representations as to the quality of the water available to or accessible by the Property for consumption, or for household, commercial, or any other use.

26. Authority. The persons signing below each hereby represent and warrant that they possess full authority to enter into this Contract and to lawfully and effectively bind the entities they purport to represent.

Attachment A

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

BUYER:

City of Clermont

By: _____
Tracy Ackroyd Howe Clerk

By _____
Mayor Tim Murry
Date: _____
As approved by action of the City Council at its
meeting of _____, 2023

SELLER:

School Board of Lake County, Florida

By _____
Marc Dodd, Chairperson
Date: _____

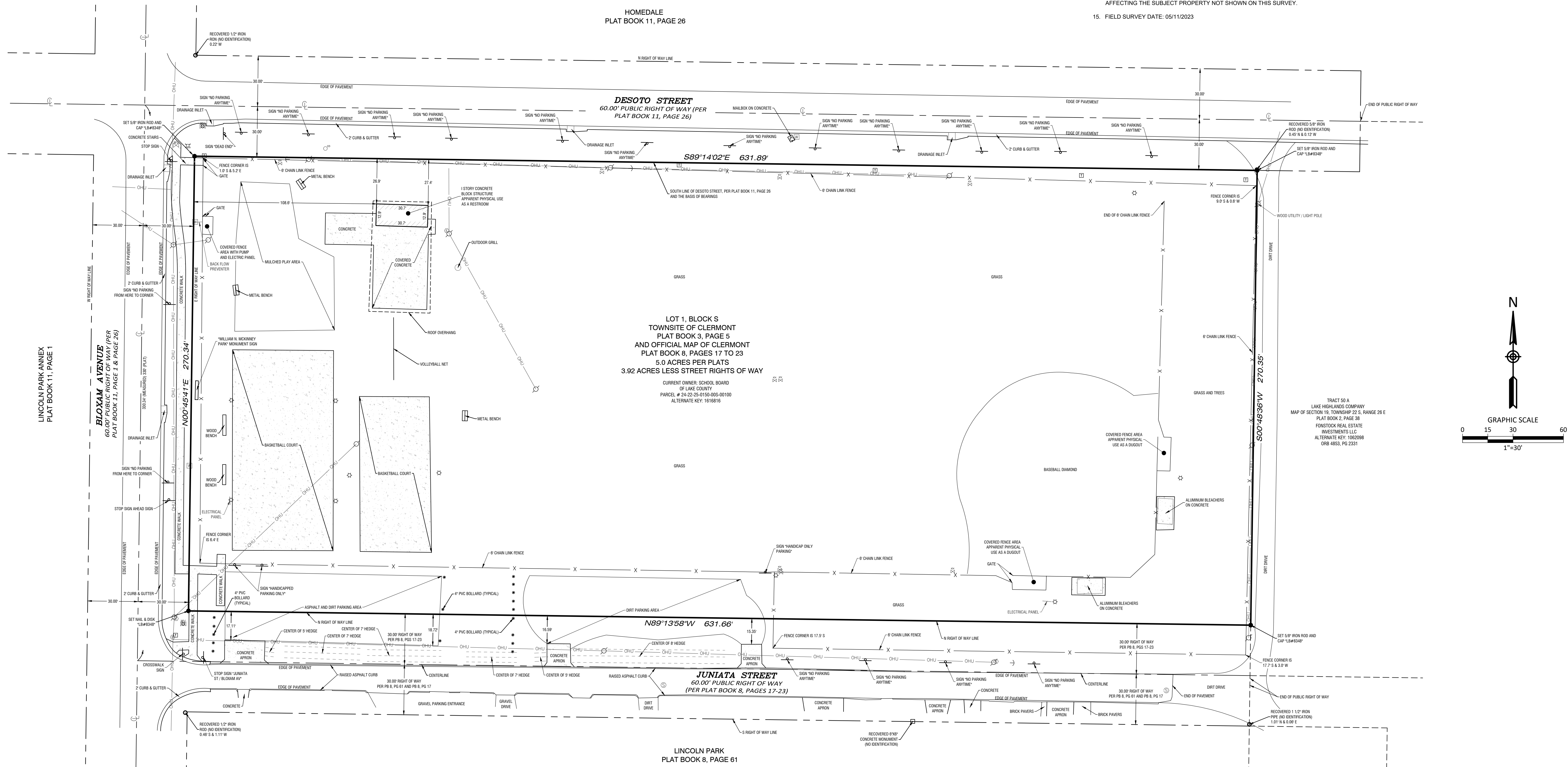
CONTAINING 3.92 ACRES, MORE OR LESS

LEGEND:

- - BOLLARD
- ⊗ - CLEAN OUT
- ⊕ - ELECTRIC BOX
- ⚡ - FIRE HYDRANT
- ⚡ - GUY WIRE
- ⚡ - IRRIGATION CONTROL VALVE
- ⚡ - LAMP POST
- ✉ - MAIL BOX
- Ⓢ - SANITARY SEWER MANHOLE
- - SIGN
- Ⓣ - TELEPHONE PEDESTAL
- Ⓜ - WATER METER
- Ⓜ - WATER VALVE
- ⚓ - UTILITY POLE
- Ⓢ - CENTERLINE
- PB - PLAT BOOK
- PG - PAGE
- PGS - PAGES
- ORB - OFFICIAL RECORDS BOOK

———— OHU ———— - OVERHEAD UTILITY LINE

HOMEDALE
PLAT BOOK 11, PAGE 26



1. THE SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
3. HORIZONTAL DATUM AND BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE (901) BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (SPCS83-2011) AND REFERENCED TO THE SOUTHLINE OF DESOTO STREET, PER PLAT BOOK 11, PAGE 26 AS BEING 589° 14'02"E. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
4. EXCEPT AS SHOWN HEREON, ADJOINING RIGHTS OF WAY, SUBDIVISIONS AND PARCELS WERE NOT SURVEYED TO DETERMINE IF THESE PROPERTIES HAVE GAPS OR OVERLAPS OR TO ACCURATELY POSITION THE BOUNDARY LINES OF SAID PROPERTIES SHOWN HEREON. THE POSITION OF SAID ADJOINING PROPERTIES IS APPROXIMATE. RECORDING DATA FOR ADJOINING PROPERTIES WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS SYSTEM.
5. THE DESCRIPTION SHOWN HEREON WAS SUPPLIED BY THE LAKE COUNTY SCHOOL BOARD.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
8. UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBTSTRUCTED ABOVE GROUND ENCROACHMENTS. THE DISPOSITION/OWNERSHIP OF ANY POTENTIAL ENCRANCHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
9. UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR UNOBTSTRUCTED, ABOVE GROUND IMPROVEMENTS WERE LOCATED, UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND UTILITIES. AN ASCE QUALITY A OR B DESIGNATION WILL BE NECESSARY BEFORE ANY ON SITE WORK TAKES PLACE. CONTACT SUNSHINE ONE CALL AT 811 FOR FURTHER INFORMATION.
10. THE LANDS SHOWN HEREON LIE ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) ACCORDING TO "FIRM" MAP NO. 12069C0509E AND COMMUNITY NO. 122421 0590, DATED DECEMBER 18, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY, AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
11. THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED, BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
12. SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
13. THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
14. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
15. FIELD SURVEY DATE: 05/11/2023

BOUNDARY SURVEY

MCKINNEY PARK

ALTERNATE KEY: 1616816
SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST



902 NORTH SINCLAIR AVE.
TAVARES, FLORIDA 32778
TELE (352) 343-8481

[illegible]

CERTIFIED TO:
CITY OF CLERMONT

DRAFT

05/30/2023

SIGNATURE: _____ DATE: _____

SUZANNE M. OSBORNE, PROFESSIONAL
SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6120 FOR
THE LICENSED FIRM OF HALFF, LICENSED
BUSINESS NO. 8348

PROJECT NO: 43826.303
ISSUED: 5/30/2023
DRAWN BY: JPC
CHECKED BY: JTM

SHEET TITLE:
BOUNDARY SURVEY

PAGE: 1 OF 1

PROMISSORY NOTE

Loan Amount: \$499,200.00

Origination Date: August ____, 2023

Maturity Date: August ____, 2027

City of Clermont, a Florida municipal corporation ("**Maker**"), promise(s) to pay to the order of the School Board of Lake County, Florida, a political subdivision of the State of Florida ("**Payee**"), whose address is 201 W. Burleigh Blvd., Tavares, FL 32778, the principal sum of Four Hundred Ninety-Nine Thousand Two Hundred and 00/100 Dollars (\$499,200.00 USD) (the "**Principal**"), with interest from the date hereof and in the following manner:

The interest rate chargeable hereunder is a fixed rate of zero percent (0.00%) per annum, which shall be calculated based on the actual number of days elapsed in a year consisting of 365 days. After maturity, this Note shall bear interest at the maximum rate allowed by law.

Annual principal payments in the amount of One Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars (\$124,800.00 USD) shall be due and payable beginning August ____, 2024 and on the same day of each and every year thereafter until August ____, 2027 (the "**Maturity Date**"), when the remaining principal balance plus accrued interest, if any, shall be due and payable in full. All payments will be first applied to late charges, then to accrued interest, and then to principal.

MAKER SHALL PAY THE ENTIRE PRINCIPAL BALANCE AND ALL ACCRUED INTEREST DUE THEREON NO LATER THAN THE MATURITY DATE. PAYEE IS UNDER NO OBLIGATION TO REFINANCE THIS NOTE AT MATURITY.

If any payment hereunder is not made within ten (10) days after it is due, then Maker shall pay to Payee a late charge equal to five-tenths of one percent (0.5%) of each payment that becomes overdue. Notwithstanding the imposition of the late charge, Payee reserves the right at any time prior to actual receipt of the late charge to declare a default and accelerate the total unpaid principal balance and accrued interest under this Note to be immediately due and payable. In the event of a default under this Note, past due payment charges not yet received remain due and payable.

This Note may be prepaid in whole or in part at any time without penalty. Prepayments in part, unless agreed to by Payee in writing, will not relieve Maker's obligation to continue to make regular monthly payments in the order that said payments become due.

This Note with interest is secured by a first mortgage of even date herewith, on that certain land more particularly described in said mortgage (the "**Collateral**"). In addition to the Collateral, this Note is also secured by all additional collateral described in any security agreement that, by its terms, covers, relates to, or otherwise references this Note.

An event of default exists under each of the following: (1) when permitted under any security agreement or mortgage now or hereafter in effect securing payment hereof, (2) upon any default in the payment of any sum due hereunder or due by Maker to Payee under any other promissory note or under any security instrument or other written obligation of any kind now existing or hereafter created, and (2) upon the insolvency, bankruptcy, dissolution, death or incompetency of any Maker or of any guarantor hereof.

If an event of default occurs, then Payee may elect to use any or all of the following remedies: (1) Payee may charge interest on the entire unpaid principal balance at the maximum rate allowed by law from the date of such default until such default is cured by Maker, (2) Payee may declare the entire unpaid principal

EXHIBIT "B" TO SALE AND PURCHASE AGREEMENT

balance, together with all interest accrued thereon and all other sums due from Maker hereunder to be immediately due and payable, and (3) Payee may pursue each and every other right, remedy, and power available to it under this Note, under any security agreement or mortgage now or hereafter in effect securing payment hereof, at law, and in equity. Payee shall not be deemed to waive any of its rights, remedies, or powers contained herein unless such waiver is in writing and signed by an authorized representative of Payee, and then only to the extent expressed in such written waiver. A waiver of any event of default shall not be construed as a continuing waiver or waiver of any subsequent default. The rights, remedies, and powers of Payee contained herein, and in any security agreement or mortgage now or hereafter in effect securing the payment hereof, are cumulative and concurrent, and may be pursued jointly, severally, singularly, successively, or in any other manner against Maker, the collateral described herein, any guarantor hereof, and any other collateral or security given at any time to secure the payment hereof, all at the sole discretion of Payee.

Maker and Payee agree and intend to comply with the applicable usury laws, and notwithstanding anything contained herein, or in any loan document or other document related to the loan evidenced by this Note, to the contrary, the effective rate of interest to be paid on this Note (including all costs, charges and fees which are characterized as interest under applicable law) shall not exceed the maximum contract rate of interest permitted under applicable law, as it exists from time to time. Payee agrees not to knowingly collect or charge interest (whether denominated as fees, interest or other charges) which would render the interest rate hereunder usurious, and if any payment of interest or fees by Maker to Payee would render this Note usurious, then Maker agrees to give Payee written notice of such fact with or in advance of such payment. If Payee should receive any payment which constitutes interest under applicable law in excess of the maximum lawful contract rate permitted under applicable law (whether denominated as interest, fees or other charges), the amount of interest received in excess of the maximum lawful rate shall automatically be applied to reduce the principal balance, regardless of how such sum is characterized or recorded by Maker or Payee.

Maker hereby (1) waives presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest, protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of this Note, (2) agrees that Maker's liability under the terms hereof shall not in any manner be affected by any indulgence, extension of time, renewal, waiver, or modification granted by the holder hereof with respect to payment or any other provisions of this Note, (3) agrees to the release of any collateral given to secure the payment of this Note with or without substitution, and (4) agrees that additional borrowers or guarantors may become parties to this Note without notice to Maker or to such guarantors and without affecting the liability of any of them hereunder.

Payee may accept any payment or partial payment insufficient to bring the indebtedness described herein current without waiving any of Payee's rights to refuse such payment or partial payment in the future and nothing contained herein shall be construed as obligating Payee to accept such payments.

The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Note; provided, however, that nothing contained herein shall be construed to limit or impair any right Payee may have under the laws of the United States of America to charge a rate of interest that exceeds the maximum rate allowed under the laws of Florida. Maker agrees that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Note shall be the courts serving Lake County, Florida and Maker hereby waives any challenge to personal jurisdiction or venue in such courts. Maker irrevocably consents to the service of process in connection with any action or proceeding related to or arising out of this Note by personal delivery or by the mailing thereof by registered or certified mail, postage prepaid to the address of Maker first written above. Maker shall at all times maintain an agent in Florida for the purpose of accepting or receiving service of process on behalf of Maker and shall notify Payee of such agent's physical address in Florida within ten (10) days

EXHIBIT "B" TO SALE AND PURCHASE AGREEMENT

after any change of address. Nothing in this paragraph shall be construed as affecting or limiting the right of Payee to serve process in any other manner permitted by law or to bring any action or proceeding against Maker or the Collateral in the courts of any other jurisdiction.

TIME IS OF THE ESSENCE as to all obligations and payments due hereunder.

Maker shall pay all collection costs, including reasonable attorney's fees, incurred in connection with any collection, trial, appeal, any other type of proceeding, including, without limitation, bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) or any anticipated post-judgment collection services.

After careful consideration and an opportunity to seek independent legal counsel, Maker hereby knowingly, voluntarily, and intentionally waives its right to have a trial by jury with respect to any litigation in any way related to or arising out of this Note.

The undersigned hereby represents and agrees that: (1) they have read and fully understand the terms of this Contract, (2) they are fully competent, (3) they possess full authority to execute this Note and to lawfully and effectively bind Maker, (4) they are executing this Note voluntarily and free of any undue influence, duress or coercion, (5) they have had the advice of independent counsel or waived such right, and (6) they have not relied on the advice of counsel for the other party in entering into this Note.

Signed, sealed and delivered
in the presence of:

Signature – Witness #1

Print Name

Signature – Witness #2

Print Name

City of Clermont, a Florida municipal
corporation

By: _____
Brian Bulthuis, City Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of August, 2023 by Brian Bulthuis, as City Manager of the City of Clermont, a Florida municipal corporation.

Signature of Notary Public
Print, Type/Stamp Name of Notary
My Commission Expires:

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Resolution No. 2023-038R <i>New Beginnings of Central Florida</i>		
Requested Action		
Recomend Approval		
Staff Report		
Staff has received a request to consider the release of a utility easement that was granted to the City of Clermont under Book 1117 Page 714. The utility easement was approved by City Council on June 25th 1991. The petitioner, Steve Smith., represents the landowner and is requesting the release due to the utility easement that is no longer in use. The parcel (AK 3801361) is located on Citrus Tower Blvd. The utility easement, shown in yellow below, is no longer needed by the City and this has been confirmed by the City's Public Services Department as well as Lake County. Staff recommends vacation of the utility easement.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-038R Smith Easement Vacation (08.31.2023)	2023-038R Smith Easement Vacation (08.31.2023).pdf	
2. Book 1117, Page 714	Book 1117, Page 714.pdf	
3. Application	Application.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-038R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE OF UTILITY EASEMENT TO THAT CERTAIN UTILITY EASEMENT RECORDED, BOOK 1117, PAGE 714, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE RELEASE OF THE SUBJECT EASEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, by Easement Agreement dated June 25, 1991, the City was granted a certain utility easement recorded in Official Records Book 1117, Page 714, Public Records of Lake County, Florida;

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

WHEREAS, it is in the best interest of the City of Clermont to release the subject easement back to the property owner and/or its assigns and successors, and

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

SECTION 1.

The City Council does hereby find and determine that the subject easement more particularly described in Exhibit "A" attached hereto and incorporated herein is not needed by the City and does not serve a public purpose.

SECTION 2.

The City Council does hereby approve and authorizes the City Manager to execute the Release of Utility Easement.

SECTION 3.

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

SECTION 4: CONFLICT

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

SECTION 5: 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.



CITY OF CLERMONT
RESOLUTION NO. 2023-038R

SECTION 6: 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 7: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-038R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of September 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
RESOLUTION NO. 2023-038R

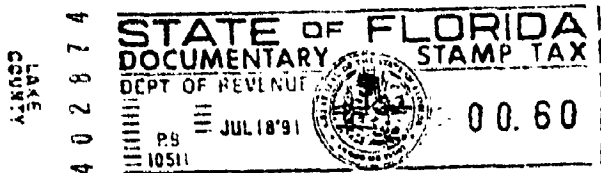
Exhibit A – Legal Description:

The North 324.2 feet of the West 268.72 feet of Tract 5, Lake Highlands Co., according to the Plat thereof as recorded in Plat Book 3, Page 30, in Section 20, Township 22 South, Range 26 East, of the Public Records of Lake County, Florida. Subject to right-of-way for Mohawk Road.



91 35783

BOOK 1117 PAGE 0714



This instrument prepared by:
CITY OF CLERMONT R.
P.O. Box 120219
Clermont, Florida 34712
(904) 394-4081

EASEMENT

THIS AGREEMENT, by and between OHM Remediation Services Corp., hereinafter referred to as GRANTOR; and CITY OF CLERMONT, a municipal corporation, 1 Westgate Plaza Drive, Clermont, Florida 34711, hereinafter referred to as Grantee.

In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the Grantor grants and conveys unto the Grantee an Easement over the following described property, situated in Clermont, Lake County, Florida:

The North 324.2 feet of the West 268.72 feet of Tract 5, Lake Highlands Co., according to the Plat thereof as recorded in Plat Book 3, Page 30, in Section 20, Township 22 South, Range 26 East, of the Public Records of Lake County, Florida. Subject to right-of-way for Mohawk Road.

This Easement is granted solely for the purpose of providing for surface water run-off which may accumulate on Mohawk Road and flow onto the subject property.

DATED this 25th day of June, 1991.

Witnesses:

William P. Miller
Timothy L. Monow

OHM Remediation Services Corp.

Michael A. Szomjassy

STATE OF GEORGIA)

COUNTY OF Dekalb)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Michael A. Szomjassy, as VP, Southeast Region, of OHM Remediation Services Corp. on behalf of said corporation, to me known to be the person described in and who executed the foregoing Easement and he acknowledged before me that he executed same.

Beverly L. Sanders
Notary Public

My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires July 30, 1994

JUL 18 10 37 AM '91



CITY OF CLERMONT
STREET RIGHT-OF-WAY/EASEMENT CLOSING
APPLICATION

AUGUST 25, 2023

DATE		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name NEW BEGINNINGS OF CENTRAL FLORIDA			
Address 415 CITRUS TOWER BLVD			
Address 4073950179		City	State
Telephone		Fax	
Email			
ROW INFORMATION			
Legal Description & Alternate Key (Attach survey if available): none			
If named – name of street to be closed: not applicable			
Plot plan & legal description of Street ROW/Easement portion to be closed (Applicant shall attach this in a word document for review) easement no longer needed due to county water drainage installation			
Purpose or reason for closing:			
Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. ☐ Yes ☒ No			
This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.			
All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the City Council or the City Attorney.			
Petitioner Name (print) Steve Smith		Petitioner Name (signature) 	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

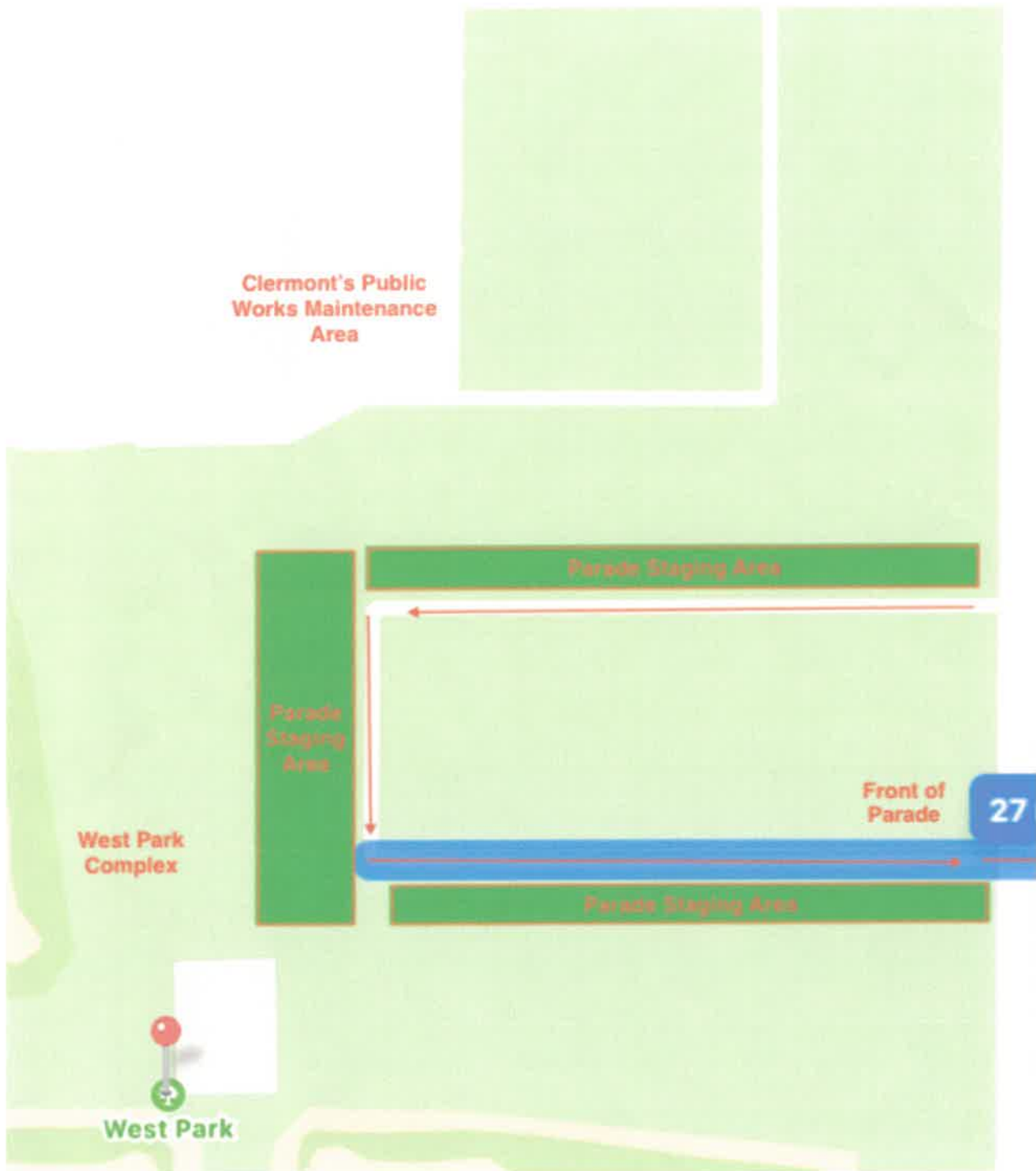
Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Event and Road Closure Request <i>Veteran's Day</i>		
Requested Action		
Recommend allowing South Lake Florida Base Submarine Vets to have the Veteran's Day event and parade, with road closures (parade), on City property. The event begins at West Park will continue to Waterfront Park on November 11, 2023.		
Staff Report		
South Lake Florida Base Submarine Vets. is requesting to have the Veteran's Day event, and parade, with road closures (parade), on City property. The event would begin at West Park and continues to Waterfront Park on November 11, 2023. The event is co-sponsored by the City. Road closures would begin at 9:00 a.m. and would be as follows: -12th Street at West Park, traveling east down Minneola Ave. to left on West Ave. -West Ave. until Osceola Ave, going east to 3rd Street heading into Waterfront Park		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Parade Route 2023	Parade Route 2023.pdf	
2. Parade Staging 2023	Parade Staging 2023.pdf	
3. Veterans Day Application	Veterans Day Application.pdf	
4. 2023 Veterans Day Parade Letter to Residents	2023 Veterans Day Parade Letter to Residents.pdf	

PARADE 2023





PARADE STAGING 2023





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 03/20/2023
Name of Event Veterans Day Parade and Ceremony Tribute
Date(s) of Event 11 November 2023 Estimated Attendance: 500-800
Event Start Time: Parade - 9:30 AM Event End Time: 1:00 PM
Ceremony - 11:00 AM
Before Event Setup Time: 7:00 AM After Event Cleanup Time: 1:00 - 1:30 PM
Name of Organization/Applicant Robert Mock

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 06-1007203

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

Federal ID # or Driver's License # M240-763-52-376-0 FL

Event Contact Robert Mock Email RMOCK3@CFL.RR.com

Day Phone N/A Cell Phone (321) 536-9964

Address 270 Division St City Clermont State FL Zip 34711

Secondary Contact Carlos Lugo Robert Farrell Post 527 Phone # (352)-250-2052

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

N/A

Briefly Describe Event: Veterans Day Parade and Ceremony Tribute

Parade Starting at 12th St West Park and travel down Osceola Ave to 3rd St. with a Ceremony Tribute at the Highlander Building and Pavilion Complex

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

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

Other Location:

Reserve the 9 parking spaces on 3rd St and the 17 parking spaces North of the Highlander Building and Pavilion Complex

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:

DATE OF EVENT:

EVENT CONTACT:

REFUND MAILING ADDRESS:

Clermont's 2023 Veterans Day Events
11 November 2023 - (Rain Date 12 on 13 November)

Robert Mock

270 Division St

Street Address

Clermont

City

FL

ST

34711

Zip

CELL PHONE:

(321) 536-9964

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

* Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

Robert C Mock
Applicant's Signature

South Lake Florida Base-USSVI, Inc
Title Store Keeper

Robert C Mock
Printed Name

3/20/2023
Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

MAP 1





UNITSTA-06

SPRAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rust Insurance Agency, LLC 1510 H Street NW 5th Floor Washington, DC 20005	CONTACT NAME: Emily Van Oudenaren	
	PHONE (A/C, No, Ext): (202) 776-5037	FAX (A/C, No): (202) 776-5035
INSURED United States Submarine Vets, Inc. P.O. Box 3870 Silverdale, WA 98383-8358	E-MAIL ADDRESS: emily@rustinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
25623		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6607N840699	6/10/2022	6/10/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

USSVI South Lake Florida Base, Attn: Robert Mock

- Veterans Day Parade and Celebration Ceremony at 330 3rd Street, Clermont, FL on November 11, 2022.

Certificate holder is included as additional insured as required by written contract.

CERTIFICATE HOLDER

City of Clermont Attn: Maritza Rivera, Event Manager 620 W. Montrose St. Clermont, FL 34711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Internal Revenue Service
District Director

Department of the Treasury

Date:

JUL 21 1980

P.O. Box 9107

Employer Identification Number

06-1007203

Internal Revenue Code

Section 501(c)(19)

Accounting Period Ending:

December 31

Form 990 Required: ☒ Yes ☐ No

Person to Contact:

E. Brown

Contact Telephone Number:

23-4241

United States Submarine Veterans

13 School St.

Groton, CT 06340

Dear Applicant:

DETERMINATION LETTER 80-2131

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment or other Federal taxes, please address them to this office.

If your purpose, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. Also, you should inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law provides a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay. This penalty may also be charged if a return is not complete. So, please make sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Internal Revenue

(over)

JFK Federal Bldg., Boston, Mass. 02203

Letter 948(DQ) (3-79)

...this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in Code section 513.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

HERBERT B. MOSHER
District Director

This supersedes our letter dated July 9, 1980.

cc: James Donovan, Esq.
600 Main St
Melrose, MA 02176

Letter 948(DO) (3-79)

FACILITY SALES RECEIPT



Receipt # 93528
Payment Date: 03/20/23
Household: 9593

Clermont City Center
620 West Montrose Street
CLERMONT FL 34711
Phone: (352)708-5975

United States Submarine Vets
270 DIVISION ST
Clermont FL 34711
rmock3@cfl.rr.mock

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: **United States Submarine Vets**
Phone Number: **(Not Assigned)**
Reserv. Number: 14937
Status: Firm
Purpose: Veterans Day Celebration
Anticipated Count: 800

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Sat 11/11/2023 6:00A to 4:00P	0.00	0.00	0.00	0.00	0.00
	Police Requests:					
	Fire Requests:					

Processed on 03/20/23 @ 3:36 pm by rrice

Total New Fees	0.00
Total Due	0.00

Total Fees Paid	0.00
Total Paid	0.00



Notice to Area Residents and Businesses
Clermont's Veterans Day Parade and Veterans Day Celebration
Presented by South Lake Florida Base

Dear resident/business owner,

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

On November 11, 2023 South Lake Florida Base (local Submarine Veterans Group). Clermont VFW Post and the Marine Corps League Detachment 1120 are organizing the Clermont Veterans Day Parade and Veterans Day Celebration for Downtown Clermont. Celebrating Veterans Day with a morning parade, it will not only attract our local veterans' residences and their local families, but it will bring participants from outside Lake County adding awareness to our beautiful growing Downtown area and all that it has to offer.

You are receiving this letter because your home or business is on the parade route. Below is some key information about the event and what to expect:

- Saturday morning November 11. The parade will start at West Park on 12th Street, travel East down Minneola Ave to West Ave. The parade will turn left onto West Ave until Osceola Ave traveling East to 3rd Street. Signs placed on the route will remind residents and businesses of the following morning's temporary road closures.
- November 11, 9:30am the Parade will step off/start.
- Street closure will be between 9:00AM – 11:00 AM. As soon as the last participant is on their way, we will start reopening the roads behind them.

For any questions or more information on the event, please contact Robert Mock at rmock3@cfl.rr.com /321-536-9964

You may also contact us if your business or club would like to be a sponsor or be involved in any way.

We ask that you please take this event into consideration when planning your for 11 November Veterans Day.

Thank you for helping our community grow and live actively!!
South Lake Florida Base Submarine Veterans



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Clermont Main Street Harvest Festival and Hometown Holiday Event and Road Closure Request		
Requested Action		
Recommend to approve Clermont Main Street's 2 Festivals in 2023 Harvest Festival October 28, 2023 with organization requesting road closures from 8am to 6pm. Hometown Holiday Festival, November 11, 2023 with organization requesting road closures from 12pm to 9pm.		
Staff Report		
The Main Street Clermont organization is requesting to host 2 festivals in 2023, Harvest Festival October 28, 2023 with organization requesting road closures from 8am to 6pm. Hometown Holiday Festival, November 11, 2023 with organization requesting road closures from 12pm to 9pm. Harvest Fest Road Closures are requested from 8am to 6pm actual event time is 10am to 4pm 1. W. Minneola Avenue between 7th Street stopping before the post office driveway on Minneola 2. The Pavilion at 8th & Minneola 3. 8th Street from W. Montrose to W. Minneola 4. Parking lot behind Encore & The Animal League 5. The Artwalk 6. The grassy area behind Roasted Spirit 7. City Hall Lawn 8. 7th from W. Montrose to DeSoto 9. W. Montrose from 8th St to Lake Ave. Hometown Holiday Road Closures are requested from 12pm to 9pm actual event time is 2pm to 7pm 1. W. Minneola Avenue between 7th Street & West Avenue 2. The Pavilion at 8th & Minneola 3. 8th Street from W. Montrose to W. Minneola 4. Parking lot behind Encore & The Animal League 5. The Artwalk 6. The grassy area behind Roasted Spirit 7. City Hall Lawn 8. 7th from W. Montrose to DeSoto 9. W. Montrose from 8th St to Lake Ave.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Harvest Fest application	Harvest Fest application.pdf
2.	Harvest Fest 2023 Map	Harvest Fest 2023 Map.pdf
3.	2023 Hometown Holiday application	2023 Hometown Holiday application.pdf
4.	Hometown Holiday Map	Hometown Holiday Map.pdf



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

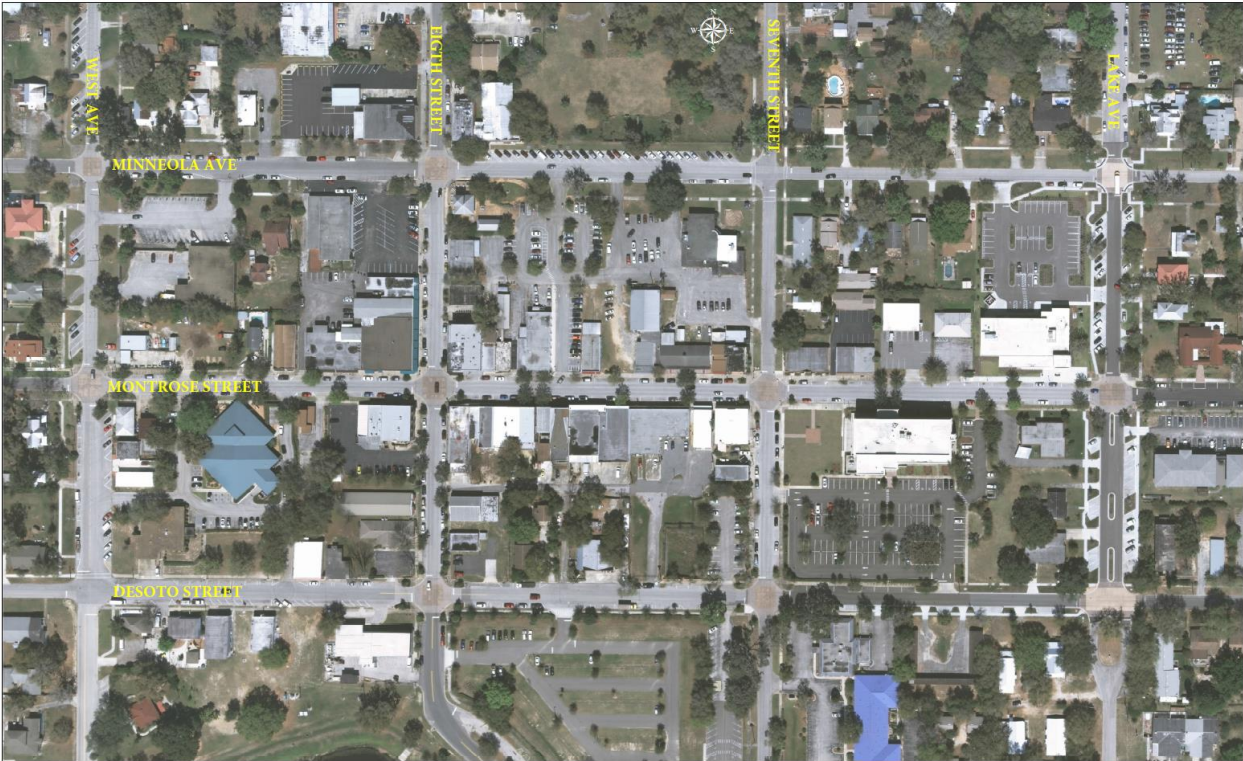
Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms

MAP 1



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date August 16, 2023
Name of Event 2023 Harvest Fest
Date(s) of Event Saturday, October 28, 2023 Estimated Attendance: 2,500 - 3,000
Event Start Time: 10:00am Event End Time: 4:00pm
Before Event Setup Time: 8:00am (2 hrs before) After Event Cleanup Time: 6:00pm (2 hours after)
Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # EIN: 88-1574917

Event Contact Jennifer Dougherty/Dana Brown Email director@clermontdowntown.com / dana@RTPflorida.com

Day Phone 352-989-0835 - Main Street Cell Phone 352-989-0835 - Main Street

Address 752 W. Montrose St. City Clermont State FL Zip 34711

Secondary Contact 321-202-5855 (Dana Brown at RTP) Phone # 321-202-5855 (Dana Brown at RTP)

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

Clermont Main Street

Briefly Describe Event: _____

Harvest Fest is an annual downtown festival that welcomes residents and visitors to Downtown Clermont to celebrate the coming Fall Holidays and season. The local economy is stimulated by the event when attendees make purchases from local brick & mortar merchants and event vendors.

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

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

Other Location: 1. W. Minneola Avenue between 7th Street & West Avenue
2. The Pavilion at 8th & Minneola
3. 8th Street from W. Montrose to W. Minneola
4. Parking lot behind Encore & The Animal League
5. The Artwalk
6. The grassy area behind Roasted Spirit
7. City Hall Lawn
8. 7th from W. Montrose to DeSoto 9. W. Montrose from 8th St. to Lake Ave.

See Attached Proposed Footprint

Main Street to Notice & get Approval from: Becker Funeral Home, Taylor Funeral Home, Encore, The Animal League, The Florida Angler
Also notify the US Post Office

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

**** Proposed Map & Certificate of Exemption Attached to This Application ****

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* vendors will have 10x10 tents

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

Electrical Use: ☒ Yes ☐ No Describe the need: The Pavilion at 8th & W. Minneola, W. Minneola, City Hall Lawn

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: City Power is Being Requested in the Application

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

**** Food Tents. No trucks.**

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: The event will include live music & a DJ. Music will be activated at City Hall Lawn & the Pavilion at 8th/Minneola

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Harvest Fest 2023		
DATE OF EVENT:	Saturday, October 28 2023		
EVENT CONTACT:	Jennifer Dougherty for Main Street /Dana Brown for RTP		
REFUND MAILING ADDRESS:	Clermont Main Street, 752 W. Montrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-989-0835 - Main Street / 321-202-5855 Dana Brown @ RTP		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

Jennifer Dougherty

Applicant's Signature

Executive Director

Title

Jennifer Dougherty

Printed Name

August 16, 2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

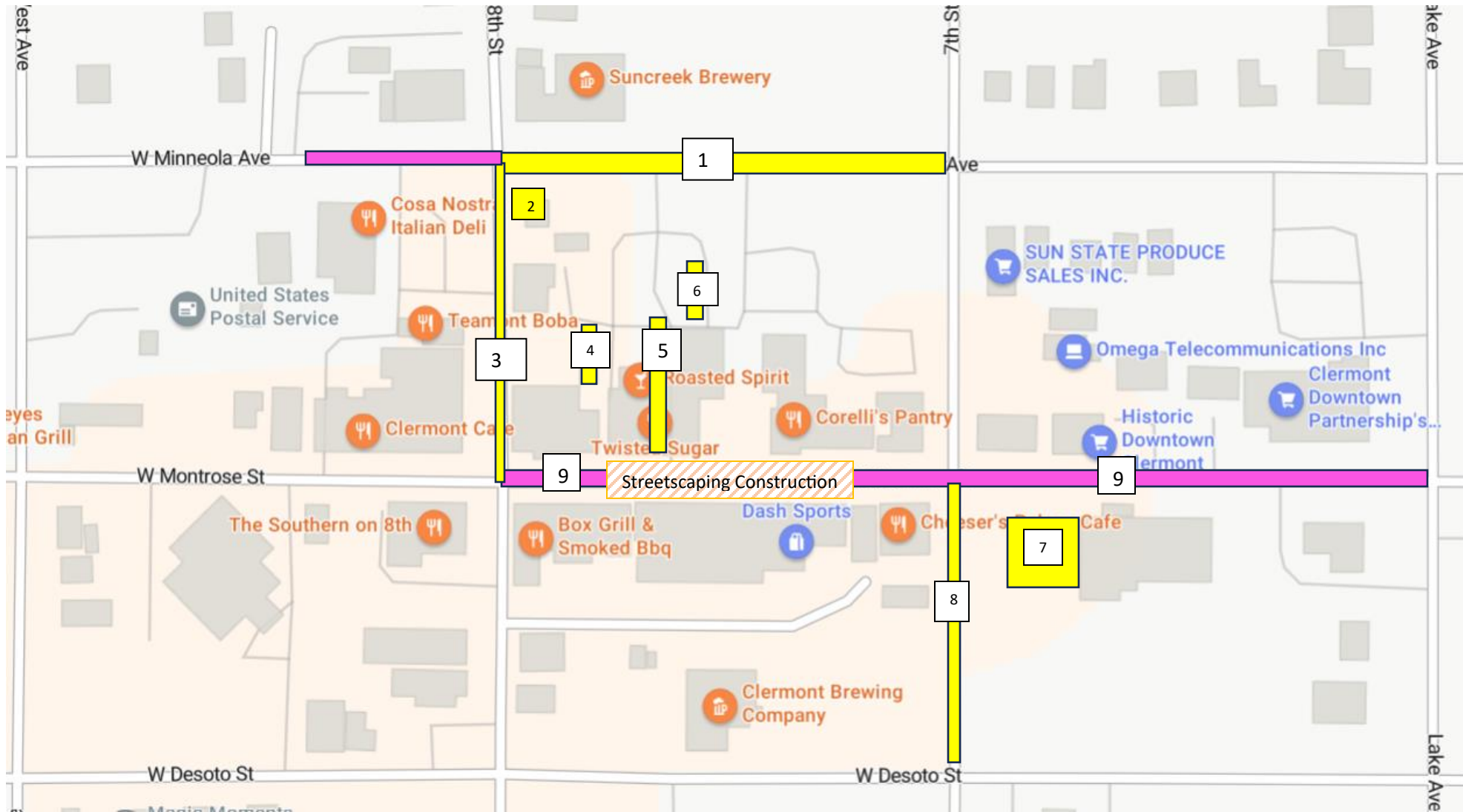
d) Public Works Dept.

e) Development Services Dept.

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

Harvest Fest 2023 Footprint Request – October 28, 2023 – Event Time: 10am – 4pm

1. W. Minneola Avenue between 7th Street & the Post Office
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APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date August 16, 2023

Name of Event 2023 Hometown Holiday (formerly known as Candy Cane Lane)

Date(s) of Event Saturday, November 11, 2023 Estimated Attendance: 2,500 - 3,000

Event Start Time: 2:00pm Event End Time: 7:00pm

Before Event Setup Time: 12:00pm (2 hours before) After Event Cleanup Time: 9:00pm (2 hours after)

Name of Organization/Applicant Clermont Main Street

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

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

Federal ID # or Driver's License # EIN: 88-1574917

Event Contact Jennifer Dougherty/Dana Brown Email director@clermontdowntown.com / dana@RTPflorida.com

Day Phone 352-989-0835 - Main Street Cell Phone 352-989-0835 - Main Street

Address 752 W. Montrose St. City Clermont State FL Zip 34711

Secondary Contact 321-202-5855 (Dana Brown at RTP) Phone # 321-202-5855 (Dana Brown at RTP)

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

Clermont Main Street

Briefly Describe Event: _____

Annual Downtown Fall festival showcasing holiday crafts, art, and food to celebrate the Thanksgiving, Christmas, Hanukkah, Kwanza, & holiday season. The event brings locals and visitors to Clermont to experience & purchase from local downtown merchants and vendors & circulate funds through the Downtown economy.

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

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

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Also notify the US Post Office**

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

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Alcohol Served: ☐ Yes ☒ No

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Hometown Holiday 2023
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 EVENT CONTACT: Jennifer Dougherty for Main Street /Dana Brown for RTP
 REFUND MAILING ADDRESS: Clermont Main Street, 752 W. Montrose Street
 Street Address
 Clermont FL 34711
 City ST Zip
 CELL PHONE: 352-989-0835 - Main Street / 321-202-5855 Dana Brown @ RTP

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GRAND TOTAL				

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

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

Jennifer Dougherty

Applicant's Signature

Executive Director

Title

Jennifer Dougherty

Printed Name

August 16, 2023

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

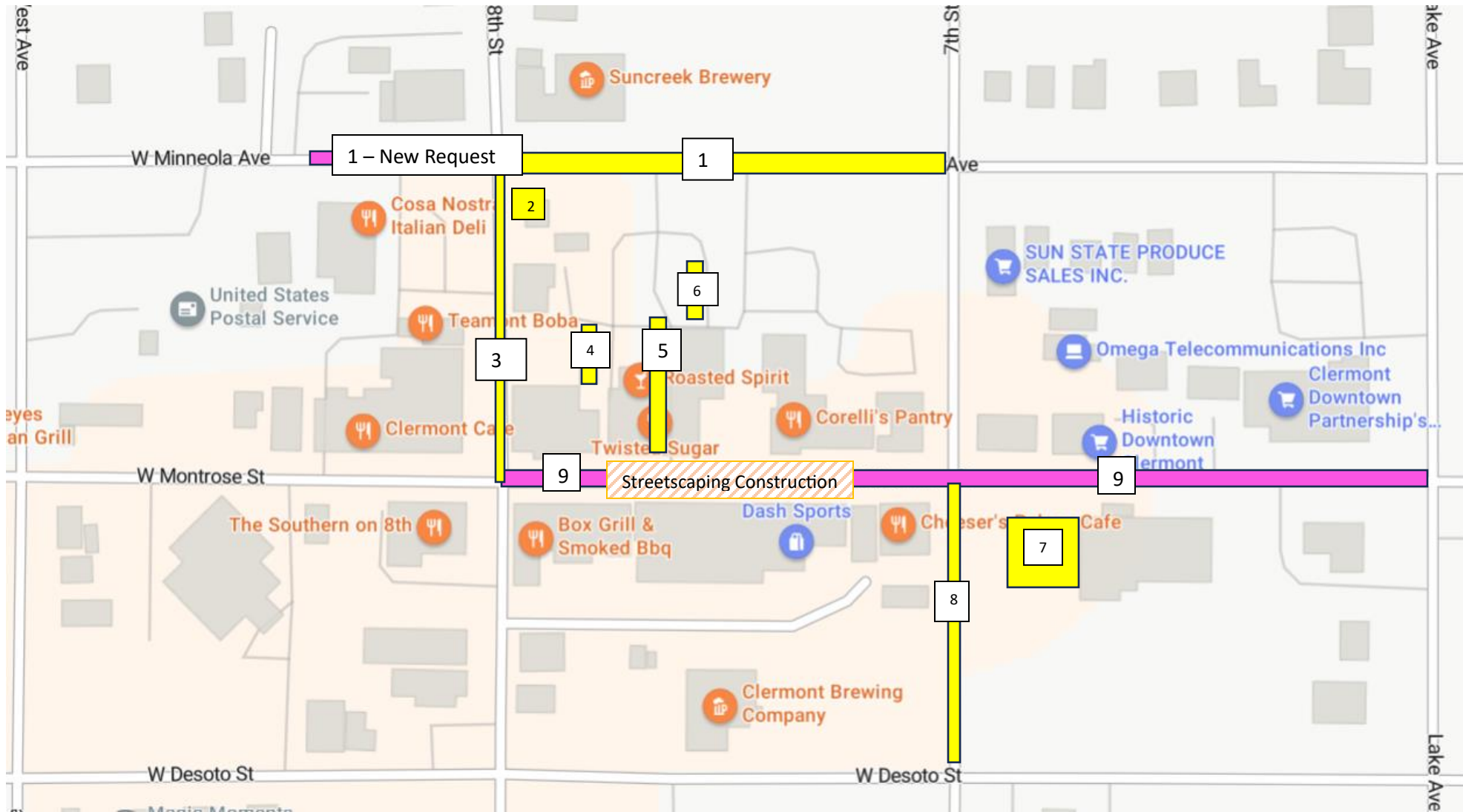
d) Public Works Dept.

e) Development Services Dept.

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

Hometown Holiday 2023 Footprint Request – November 11, 2023 – Event Time: 2pm – 7pm

1. W. Minneola Avenue between 7th Street & the Post Office
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7. City Hall Lawn
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9. W. Montrose from 8th St to Lake Ave.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Election Results Acceptance		
Requested Action		
Staff Report		
The City appointed canvassing board certified the official election results on August 25, 2023. This is a request for the City Council to accept the election results of the Municipal Primary Election held on August 22, 2023. Max Krzyminski received 1,102 votes. Chandra L. Myers received 1,160 votes. Mairead Caitrin Taylor received 237 votes. Because one candidate did not receive a majority of the votes for Seat No. 4, the two candidates for whom the highest number of votes were cast will appear on the Municipal General Election ballot on November 7, 2023; Max Krzyminski and Chandra L Myers.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2023OfficialPrimaryElectionResults	2023OfficialPrimaryElectionResults.pdf

**OFFICIAL
CITY OF CLERMONT CANVASSING BOARD CERTIFICATE OFFICIAL RESULTS
STATE OF FLORIDA, LAKE COUNTY**

We, the undersigned, constituting the City Canvassing Board of the City of Clermont, do hereby certify that we have this day met in the Office of the Supervisor of Elections, Tavares, Florida, on the 25th day of August 2023, and preceded to publicly canvass the votes for the CITY OF Clermont, as shown on the returns on file at the Lake County Supervisor of Elections' Office. We do certify said returns:

Return Results

Clermont City Council Seat 4

Max Krzyminski	1,102
Chandra L. Myers	1,160
Mairead Caitrin Taylor	237

Done at Tavares, Florida, County Seat,
Lake County, this the 25th day of
August
A.D., 2023.



Tracy Ackroyd Howe, City Clerk



D. Alan Hays, Supervisor of Elections



Tim Bates, City Clerk Appointee

IN WITNESS WHEREOF I have hereunto
set my hand and caused the Seal of the
Office of Supervisor of Elections to be
affixed this 25th day of August 2023.





D. Alan Hays
Supervisor of Elections

AGENDA ITEM

Meeting Date	
Tuesday, September 12, 2023	
Agenda Item Name	
Joint Planning Area (JPA) Review <i>Green Mountain/Old SR 50 PUD</i>	
Requested Action	
Recommend providing comments on the JPA review.	
Staff Report	
City staff is requesting comments from the City Council regarding a proposed project within the Joint Planning Area (JPA) being considered in Lake County. The project, Green Mountain PUD, consists of 123 vacant acres located along Old Highway 50, south of the turnpike, north of Plaza Collina, east of CR 455 and west of the Orange County line. The applicant, Thomas Daly (Daly Design Group), has proposed the development of 192 Single Family Residential homes and 342 multifamily units for a total of 534 dwelling units. The applicant is requesting to change the existing Future Land Use Designation from Lake County Urban Low Density (which allows 4 dwelling units per acre) to Urban High Density Residential (which allows up to 12 dwelling units per acre). The development application also includes a rezoning request from the existing Lake County (R-3) Medium Residential and (A) Agricultural district to (PUD) Planned Unit Development. The applicant will be requesting water and sewer service from the City of Clermont. 	
The applicant has applied for Lake County PUD Zoning and is requesting waivers to the development regulations as part of the proceedings, which would waive JPA requirements. Staff has identified items within the PUD that do not meet the JPA requirements. The Clermont JPA requires a minimum 75-ft lot size for single family homes. The proposed development is requesting 50 foot lots. In addition, a PUD conceptual plan showing the layout of the project has not been submitted and additional items may not meet the Clermont JPA, such as right-of-way width and minimum lot sizes. Staff is requesting your comments and recommendations for this project. These comments will be forwarded to Lake County Planning and Zoning and the Lake County Board of County Commissioners. Staff is not in support of this project since it does not meet the JPA standards.	
Additional Analysis	

Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Site Map	Site Map.pdf	
2. Zoning application	Zoning application.pdf	
3. 21235 Conceptual LUP	21235 Conceptual LUP.pdf	
4. 21235 Comprehensive Plan Amendment justification report condensed	21235 Comprehensive Plan Amendment justification report condensed.pdf	

Green Mountain/Old Highway 50 PUD – City of Clermont/Lake Co. JPA Review





Office of Planning and Zoning

Rezoning Application

Date: _____

1. Project Name: GREEN MOUNTAIN PUD
2. Applicant's name: THOMAS DALY (DALY DESIGN GROUP)
Mailing address: 913 N PENNSYLVANIA AVE, WINTER PARK FL. 32789
E-Mail address: TDALY@DALYDESIGN.COM Telephone number: 407-740-7373
Status: Owner _____ Appointee _____ Agent _____ Purchaser _____ Engineer _____ Consultant X
3. Owner's name: BOB HARRELL (PINECASTLE INVESTMENT PROPERTIES, LLC)
Mailing address (complete) 5300 S ORANGE AVE, ORLANDO FL 32809
E-Mail address: BHPINC@BELLSOUTH.NET Telephone number: _____
4. General Location of the subject property: NORTH OF SR 50, SOUTH OF FL TURNPIKE,
EAST OF CR 422 AND WEST OF THE ORANGE COUNTY LINE ON OLD HWY 50
5. Property legal description: Section 24 Township 22 Range 26
Alternate Key No(s) 3832862 / 2514809 / 1109051 / 1037387 / 3037243 / 3884751 / 3866511 / 1109051
6. Area of property: 5,359,622.40 Sq. Ft. Acres: 123.04 AC
7. Does property have or intend to provide:
Individual well and septic? Yes _____ No X; or explain how services will be provided: _____
Central water & sewer? Yes X No _____ If yes, utility provider documentation required.
Name of utility provider: CLERMONT **NOTE:** Utility provider documentation required.
8. Existing zoning: LAKE COUNTY R-3 AND A-1 Proposed zoning: PUD
If this is an amendment to an existing planned district, please provide the existing ordinance number:

9. Future Land Use Category: URBAN LOW DENSITY
Wekiva River Protection Area: Yes _____ No X
Green Swamp Area of Critical State Concern: Yes _____ No X
Joint Planning Area: Yes X No _____
Interlocal Service Boundary Agreement: Yes X No _____
10. Affordable Housing Projects: Estimated value of structure(s) and land for each lot.
Structure(s): \$ _____ + Land \$ _____ = Total \$ _____
If the combined value is equal to or less than 80% of the median price of a home in the Orlando Metropolitan Statistical Area (MSA) and/or at least 30% of the dwellings in each phase are affordable; then the project qualifies for expedited review.

11. Is this application being requested due to any Code Violation(s)? Please provide the code case information and specify the basis or reason(s) for this request.

Code Case Number: _____

Brief Description of Code Case Violation: _____

12. Has any previous application been filed in connection with this property?

YES _____ NO ^X_____. If yes, provide the case/file number, application request or ordinance number and briefly describe the nature and outcome of the request.

Project Name: _____

Application Request or Case/File Number: _____

Project Description and Outcome: _____

You have the option to request a Development Review Staff (DRS) meeting or written comments only. If requesting a DRS meeting, please indicate whether legal representation will be present, and provide a list of all attendees, including company name, titles, phone numbers and email addresses.

Please check which one you would prefer: _____ DRS Meeting _____ Written Comments Only

TO BE COMPLETED BY STAFF:

Date: _____

Verbal Pre-submittal Project #: _____ Public Hearing #: _____

Project Number: _____ Applicant Request Number: _____

Existing Zoning: _____

Future Land Use Category: _____

Section: _____ Township: _____ Range: _____

Planning Area: _____

Overlay District: _____

Utility Service Area: _____ Commission District: _____

Notes: _____

Staff Name: _____ Date: _____

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, the undersigned authority personally appeared ROBERT HARRELL, who being by me first duly sworn on oath, deposed of and says:

1. That he/she is the fee-simple owner or corporate officer of the ownership entity of the property legally described on page 3 of this application.
2. That he/she desires rezoning from A-1 AND R-3 to PUD for the property legally described on Page 3 of this Application. Permission is granted for staff to conduct a site visit for purposes of review of this rezoning application.
3. That he/she has appointed THOMAS DALY (DALY DESIGN GROUP) to act as Agent to accomplish the above. The Owner is also required to complete the APPLICANT'S AFFIDAVIT of this Application if NO AGENT is appointed to act in his stead.

Robert Harrell Manager

Affiant (Owner's Signature)

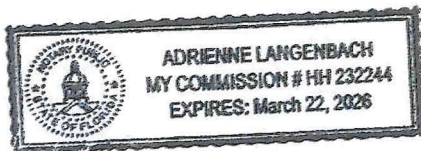
State of Florida

County of ~~Lake~~ ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of FEBRUARY, 2022, by Robert Harrell

Personally Known OR Produced Identification

Type of Identification Produced _____



Adrienne Langenbach

Notary Signature
(SEAL)

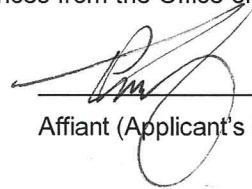
NOTE: All Applications shall be signed by the Owner(s) of the Property, or some person duly authorized by the Owner to sign. The authority authorizing such person other than the Owner to sign MUST be attached.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority personally appeared THOMAS DALY (DALY DESIGN GROUP), who being by me first duly sworn on oath, deposes and says:

1. That he/she affirms and certifies that they understand and will comply with all Ordinances, Regulations, and Provisions of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of their knowledge and belief, and further, that this application and attachments shall become part of the Official Records of Lake County, Florida, and are Not Returnable.
2. That he/she desires rezoning from A-1 AND R-3 to PUD for the property legally described on Page 3 of this application.
3. That the submittal requirements for the application, which are shown on Page 7, have been completed and attached hereto as part of this application.
4. That the sign cards which will be posted by the Office of Planning and Zoning on or before the first (1st) working day of the month in which the case will be considered for public hearing before the Planning and Zoning Board and the Board of County Commissioners, will remain posted until final determination has been made by the Board of County Commissioners, after which said signs are to be REMOVED AND DESTROYED BY THE APPLICANT.
5. That he/she understands that all formal correspondences from the Office of Planning and Zoning will be provided by email.



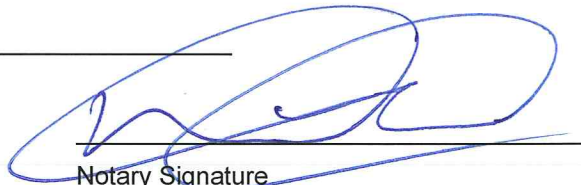
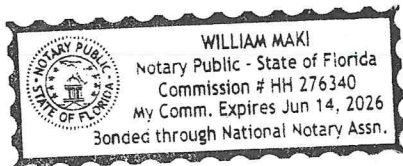
Affiant (Applicant's Signature)

State of Florida
County of Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16 day of MARCH, 2023, by THOMAS DALY.

Personally Known OR Produced Identification

Type of Identification Produced PERSONALLY KNOWN



Notary Signature
(SEAL)

APPLICATION FILING FEES

1. Planning & Zoning Rezoning Application Fees (select one from A – H). This is the minimum amount due when submitting a completed application package.

A. Rezoning to AR, R1, R2, R3, R4, R6, R7, & RP (ZFJ)	\$1,000.00 _____
B. Rezoning to "A" Agriculture and "RA" Ranchette District (ZFM)	\$ 200.00 _____
C. Rezoning to Commercial, Industrial, CFD RV or RMRP – (ZFK)	\$1,250.00 _____
D. Rezoning to Planned Unit Development – (ZFN)	\$1,250.00 _____
E. PUD (includes CFD, CP, & MP) Major Amendment to Development Plan – (PUDF)	\$ 550.00 _____
F. PUD (includes CFD, CP, & MP) Non-Substantial Text Amendment – (PUDJ)	\$ 400.00 _____
G. PUD Non-Substantial Amendment to Development Plan (20 lots or less) – (PUDK)	\$ 250.00 _____
H. PUD Non-Substantial Amendment to Development Plan – (PUDM)	\$ 525.00 _____

2. Legal Advertising Fees. This will be assessed while staff reviews the application; you will be provided with an invoice once the case has been advertised.

- A. Legal Ad Fee (LAF). Determined by the Newspaper when the ad is placed.
 - B. Adjacent Property Owner Notification Fee (NFEF). Assessed as \$0.35 cents for all real property contiguous to and within 500 feet of the perimeter of the subject property.

3. Other Department Reviews.

A. Fire Review Fire Review Fee (FDF) (Optional)	\$181.00 _____
B. Health Department Zoning Map Amendment (HDZMA)	\$ 75.00 _____
C. Office of Public Safety Support Rezoning Review (PSSRZR)	\$ 51.00 _____

4. Capacity Encumbrance Letter Review. (OPTIONAL EXCEPT FOR PUDS)

A. Capacity Encumbrance Letter - No Alternate Data – not submitting traffic study	
Public Works – Stormwater: \$ 30.00 (CELPWS)	
Public Works – Transportation: \$450.00 (CELPWT)	
Growth Mgmt Administration – Parks, SW: \$110.00 (CELADM)	\$590.00 _____
B. Capacity Encumbrance Letter - Alternate Data – submitting traffic study (REQUIRED FOR PUDS)	
Public Works – Stormwater: \$ 30.00 (CELPWSD)	
Public Works – Transportation: \$915.00 (CELPWTD)	
Growth Mgmt Administration – Parks, SW: \$110.00 (CELADM)	\$1055.00 _____

5. Waiver – Central Water and/or Sewer Service. This fee will apply if the applicant is requesting a waiver from the mandatory connection requirement for central water and central sewer services.

Waiver (WAV) \$ 250.00 _____

6. Recording Fees. If the rezoning application is approved, the Applicant is responsible for paying the fees to record the ordinance in the Public Records of Lake County, Florida.

Subtotal: \$ _____
A 2% service charge will apply if paying by credit card (of the total amount due) (CCARD) \$ _____
TOTAL: \$ _____

Public Hearing Applicant Initiated Postponement (ZFB) \$ 100.00 _____

If the rezoning is approved, you will be responsible for all fees associated with recording the ordinance into the public records of Lake County. A staff member will contact you when the ordinance is complete and the total fees for recording the document have been determined.

Make checks payable to: LAKE COUNTY BOARD OF COUNTY COMMISSIONERS. A 2% service charge will apply if paying by credit card.

REZONING SUBMITTAL GUIDE

The following required information shall be submitted with the rezoning application:

1. **Completed Application.** The application shall be signed by all owners, or their agent, and notarized. Signatures by agents will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signatory's office in the corporation.
2. **Copy of the Tax Receipt or Property Record Card, and the latest recorded Warranty Deed showing the current fee simple titleholders of the property.** If the legal description shown on the Warranty Deed is not correct or does not close, you will be required to submit a Boundary Survey or Sketch of Description of the property proposed for rezoning, certified by a professional land surveyor. The legal description should appear on the face of the survey or sketch of description.
3. **Project Narrative.** Provide a narrative of the project including the existing and proposed operations and/or activities conducted on the property; statement describing any changed conditions that would justify the rezoning, and a statement describing why there is a need for the proposed rezoning. Please attach a separate sheet titled "Project Narrative" for incorporation into the staff report. The narrative must also specifically address the following standards:
 - a. Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.
 - b. How the application is consistent with all elements of the Comprehensive Plan.
 - c. How the proposed rezoning is inconsistent with existing and proposed land uses.
 - d. A statement describing any changed conditions that would justify the rezoning.
 - e. Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
 - f. Any impacts the rezoning application would affect the natural environment.
 - g. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.
 - h. How the proposed rezoning would result in an orderly and logical development pattern.
 - i. How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.
4. **Conceptual Master Plan.** All planned districts (CP, MP, CFD, CUP and PUD) are required to have a conceptual master plan showing the following information:
 - a. Project name.
 - b. North arrow, date and scale.
 - c. Name, address and telephone number of the owner and applicant.
 - d. Property lines and contiguous street(s).
 - e. Location and dimensions, and square footage of building, of all existing and proposed structures, indicating their intended use, and setback distances from all property lines and roadways.
 - f. Existing and proposed means of vehicular ingress and egress to the property.
 - g. Location of off-street parking and loading areas, showing the number of spaces, and the dimensions of access aisles and driveways.
 - h. Location of all buffers, screens, walls and fences, indicating their height and type of materials used.
5. **Utility Availability Letter.** A letter from the closest utility provider indicating whether or not utilities are available to the subject property. If utilities are available, the letter must indicate that the utility provider has capacity to provide potable water and central sewer services to the subject property.
6. **Legal Description.** Please provide a Word document (digital version) the legal description of the subject parcel(s) as described on the warranty deed for incorporation into the ordinance.
7. **Application for Capacity Encumbrance Letter (if required).**
8. Any other information deemed necessary to establish compliance with this and other ordinances.
9. **Application Fees.** Make checks payable to the LAKE COUNTY BOARD OF COUNTY COMMISSIONERS. A 2% service charge will apply if paying by credit card.

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

PARCEL 1:
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROADS AND ALSO LESS AND EXCEPT THE TAVARES AND GULF RAILROAD COMPANY RIGHT-OF-WAY, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:
THAT PORTION TAKEN BY STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED DECEMBER 18, 2019 IN OFFICIAL RECORDS BOOK 5392, PAGE 1509, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:
TRACT 33A, IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PROPERTY OF LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF SUNSHINE PARKWAY AND LYING EAST OF THE TAVARES AND GULF RAILROAD COMPANY RIGHT-OF-WAY, LESS THE NORTH 20 FEET THEREOF FOR ROAD.

PARCEL 3:
THAT PART OF TRACT 32, LAKE HIGHLANDS COMPANY'S SUBDIVISION IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGIN ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 AT A POINT NORTH 00°36'58" EAST A DISTANCE OF 15.70 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 (SAID POINT BEING ALSO IN THE EAST LINE OF SAID TRACT 32), AND RUN THENCE NORTH 86°49'02" WEST A DISTANCE OF 896.38 FEET TO THE EAST RIGHT OF WAY LINE OF THE T & G RAILROAD; LESS EXISTING RIGHT OF WAY.

PARCEL 4:
THE EASTERLY 800 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF OLD STATE HIGHWAY 50.

PARCEL 5:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART OF THE EASTERLY 800 FEET LYING NORTH OF OLD STATE HIGHWAY 50. SUBJECT TO RIGHT-OF-WAY FOR OLD STATE HIGHWAY 50.

LESS AND EXCEPT THAT PORTION TAKEN BY PARTIAL ORDER OF TAKING AND PARTIAL FINAL JUDGMENT RECORDED MAY 15, 2001 IN OFFICIAL RECORDS BOOK 1947, PAGE 150, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY QUIT CLAIM DEED RECORDED AUGUST 4, 2017 IN BOOK 4982, PAGE 1563, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

- General Notes:
1. Site Access shall be via Old Hwy 50. The internal roads shall be public and shall be owned and maintained by Lake County.
 2. The project will be designed with stormwater management ponds that will accommodate the entire property. The pond will be designed in accordance with Lake County and SJRWMD standards.
 3. Based upon FIRM Map #12069C0595E a portion of the wetlands are within a flood Zone.
 4. Utility infrastructure shall be public and dedicated to the City of Clermont.
 5. Water service will be provided by the City of Clermont.
 6. Wastewater Service shall be provided by the City of Clermont.
 8. Fire Protection shall be provided by Lake County Fire and Rescue.
 9. Police Protection shall be provided by Lake County Sheriff's Department.
 10. Project may be constructed in multiple phases. Determination for phasing shall be established at Preliminary Subdivision Plan development.
 11. Pedestrian and bicycle cross access may be provided to the West Orange Bicycle trail. Any connection shall be permitted with the Trail Authorities.

ALT KEY#	PROPERTY IDENTIFICATION NUMBER
3832862	09-22-26-1000-031-00004
2514809	09-22-26-1000-33A-00000
1037387	24-22-26-0003-000-00800
3037243	24-22-26-0003-000-00901
3884751	24-22-26-0003-000-01700
3866511	23-22-26-0003-000-10000
1109051	23-22-26-0001-000-00100

Old Hwy 50 Property

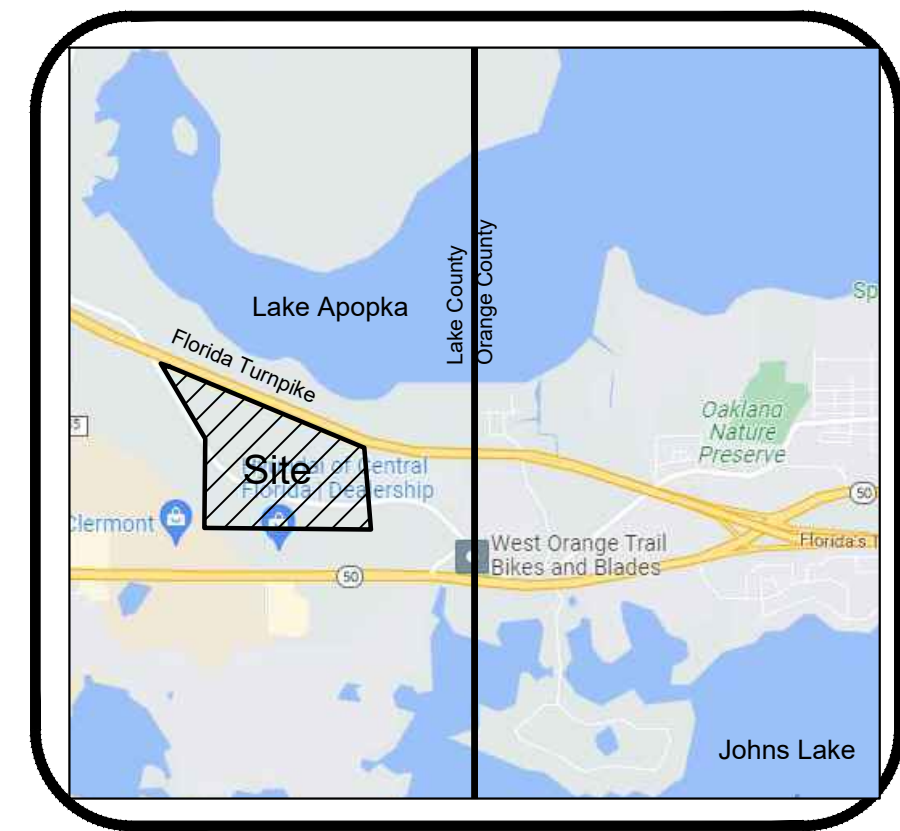
ALT KEY#
3832862/2514809/1037387/3037243/3884751/3866511/1109051

Rezoning / Land Use Plan

Lake County FI
March 17, 2023

Prepared For:
Pinecastle Investments Inc.
5300 S Orange Ave
Orlando FL. 32809

Revisions



Location Map

Site Data		
Total Land area	123.04	ac
Existing Conservation	56.09	ac
Net Developable Land Area	66.95	ac
Existing FLU	Urban Low Density	
Proposed FLU	PUD	
Existing Zoning	R-3 and A	
Proposed Zoning	PUD	
Overall Residential		
Total Units	534	du
Single Family and Townhomes	192	du
Multi-Family Apartments	342	du
Overall Density	7.97	du/ac
Required Open space	16.74	ac
Required Recreation	1.02	ac
Development Criteria Village A (single family lots)		
Total Upland Land area	32.78	ac
Total Units (Village A)	131	units
Maximum Density	4.00	du/ac
Minimum Lot Size	50'x120'	6,000sf
Minimum Living Area	1,500	sf
Water and Sanitary Sewer	Yes	
Setbacks		
Front	20'	
Garage	20'	
Front Porch	15'	
Rear	20'	
Side	5'	
Accessory Building	5'	
Development Criteria Village B (Townhome lots)		
Total Upland Land area	15.16	ac
Total Units (Village A)	61	units
Maximum Density	4.00	du/ac
Minimum Lot Size	20'x90'	1,800sf
Minimum Living Area	1,000	sf
Water and Sanitary Sewer	Yes	
Setbacks		
Front	20'	
Garage	20'	
Rear	10'	
Side	0'	
Accessory Building	5'	
Building Separation (side to side)	20'	
Development Criteria Village C (Multi-Family)		
Total Upland Land area	19.01	ac
Total Units (Village A)	342	units
Maximum Density	18.00	du/ac
Minimum Lot Size	85'	
Minimum Living Area	500	sf
Maximum Building Height	4-Story / 50' ht.	
Water and Sanitary Sewer	Yes	
Boundary Setbacks		
North	15'	
South	15'	
East	15'	
West	15'	
Infrastructure		
Wastewater (City of Clermont)	54,040	gpd
Potable Water (City of Clermont)	43,000	gpd

Team Members

daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com

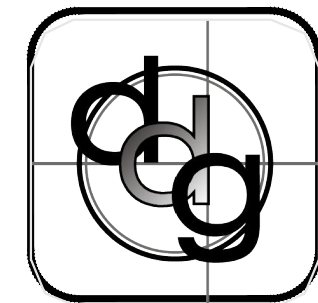
Owner
Pinecastle Investment Properties LLC
5300 S Orange Ave
Orlando, FL 32809
Contact: Mr Robert Harrell

Environmental Consultant
Bio Tech Environmental and Permitting Services
3025 East South Street
Orlando, FL 32803
Contact: Mr Steve Butler

Applicant / Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
Contact: Tom Daly

Surveyor
Allen and Company
16 E. Plant Street
Winter Garden, FL. 34787
Contact: Mr Jim Rickman

Sheet Index
CVR - Cover
LUP - 101 - Proposed Land Use Plan
Survey



LAKE COUNTY
FLU - URBAN LOW DENSITY
ZONING - A

VILLAGE A
SINGLE FAMILY
32.78 AC

PARCEL 1 LESS OUT
ORB. 5392, PG. 1509

FDOT POND
NOT INCLUDED

VILLAGE A
ACCESS

CITY OF CLERMONT
FLU - COMMERCIAL
ZONING - COMMERCIAL

VILLAGE C
MULTI-FAMILY
19.01 AC

PARCEL 5
VILLAGE B
SINGLE FAMILY
TOWNHOMES
15.16 AC

CONSERVATION

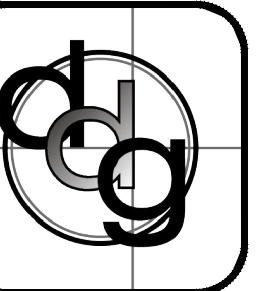
VERDE PARK SUBDIVISION
LAKE COUNTY
FLU - URBAN LOW DENSITY
ZONING - PUD

CITY OF CLERMONT
FLU - MASTER PLANNED DEVELOPMENT
ZONING - PUD

daily design group inc.
Urban Planning, Landscape Architecture, Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 938-1100

[illegible]

PAGE NAME	SHEET CONTENTS	PROJECT NAME	LOCATION
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PROJECT NO.
PROJ NUM
 SCALE
SCALE
 DATE
DATE
 SHEET
SHEET#

OLD HWY 50 PROPERTY

COMPREHENSIVE PLAN

AMENDMENT

PREPARED
MARCH 2023



Old Hwy 50 Property Comprehensive Plan Amendment

Alt Keys / Property Identification Number:

3832862 / 09-22-26-1000-031-00004
2514809 / 09-22-26-1000-33A-00000 /
1037387 / 24-22-26-0003-000-00800
3037243 / 24-22-26-0003-000-00901
3884751 / 24-22-26-0003-000-01700
3866511 / 23-22-26-0003-000-10000
1109051 / 23-22-26-0001-000-00100

Property Owner:

Pinecastle Investment Properties LLC
5300 S Orange Ave
Orlando, FL 32809
Contact: Mr Robert Harrell

Applicant / Urban Planner:

Daly Design Group
913 N Pennsylvania Ave
Winter Park FL 32789
Contact: Thomas Daly

Traffic Engineer:

Traffic & Mobility Consultants
1507 S. Hiawassee Road, suite 212
Orlando FL 32835
Contact: Mr. Mohammed Abdallah

Environmental Consultant:

Bio-Tech Consulting Inc.
3025 East South Street
Orlando, FL 32803
Contact: Mr. Steve Butler

Engineer:

McCoy and Associates
106 S Palm Ave,
Howey-in-the-Hills, FL 34737
Contact: Mr. Rick McCoy

Surveyor:

Allen and Company
16 East Plant Street
Winter Garden FL 34787
Contact: Mr. Jim Rickman

Old Hwy 50 Property Comprehensive Plan Amendment

Table Exhibits:

1. Location Map
2. Topography Map
3. Existing Future Land Use Map
4. Existing Zoning Map
5. Proposed FLU Map
6. Proposed Zoning Map
7. Conceptual Rezoning Plan

Table of Appendix:

- A. Property Appraisers ID Card / Warranty Deeds
- B. Environmental Assessment Report
- C. Lake County School Concurrency Application

Old Hwy 50 Property Comprehensive Plan Amendment

Location:

The subject site is within Lake County Florida and has frontage along the north and south right of way line of Old Highway 50. The north boundary of the site is adjacent to the Florida Turnpike. The southern boundary of the site is adjacent to the West Orange bike trail. The east boundary of the site is adjacent to the Verde Park subdivision. The western boundary of the site is adjacent to existing wetlands and (12) large lot homesteads that are located along the western right of way of Old HWY 50. (Exhibit 1)

The site is located within the Clermont Joint Planning Area as defined in the Land Development Code (LDC) chapter 15.02.00.

Topography:

The site has significant topographic relief across the site. The northern portion of the property assemblage has topography ranging from elevation 136' to elevation 73' and generally slopes southeast towards the existing wetlands located within the northern assemblage boundary.

The southern parcel has topography ranging from elevation 105' to elevation 72' and generally slopes from south to north towards the existing wetlands and Old Hwy 50. (Exhibit 2)

Future Land use:

The existing Future Land Use (FLU) on the subject site is Urban Low Density, which permits a maximum density of (4) dwelling units per net buildable acre. The applicant is requesting to amend the existing FLU from Urban Low Density to Planned Unit Development (PUD) to develop up to 534 dwelling units on 66.95 net developable acres. (Exhibit 5)

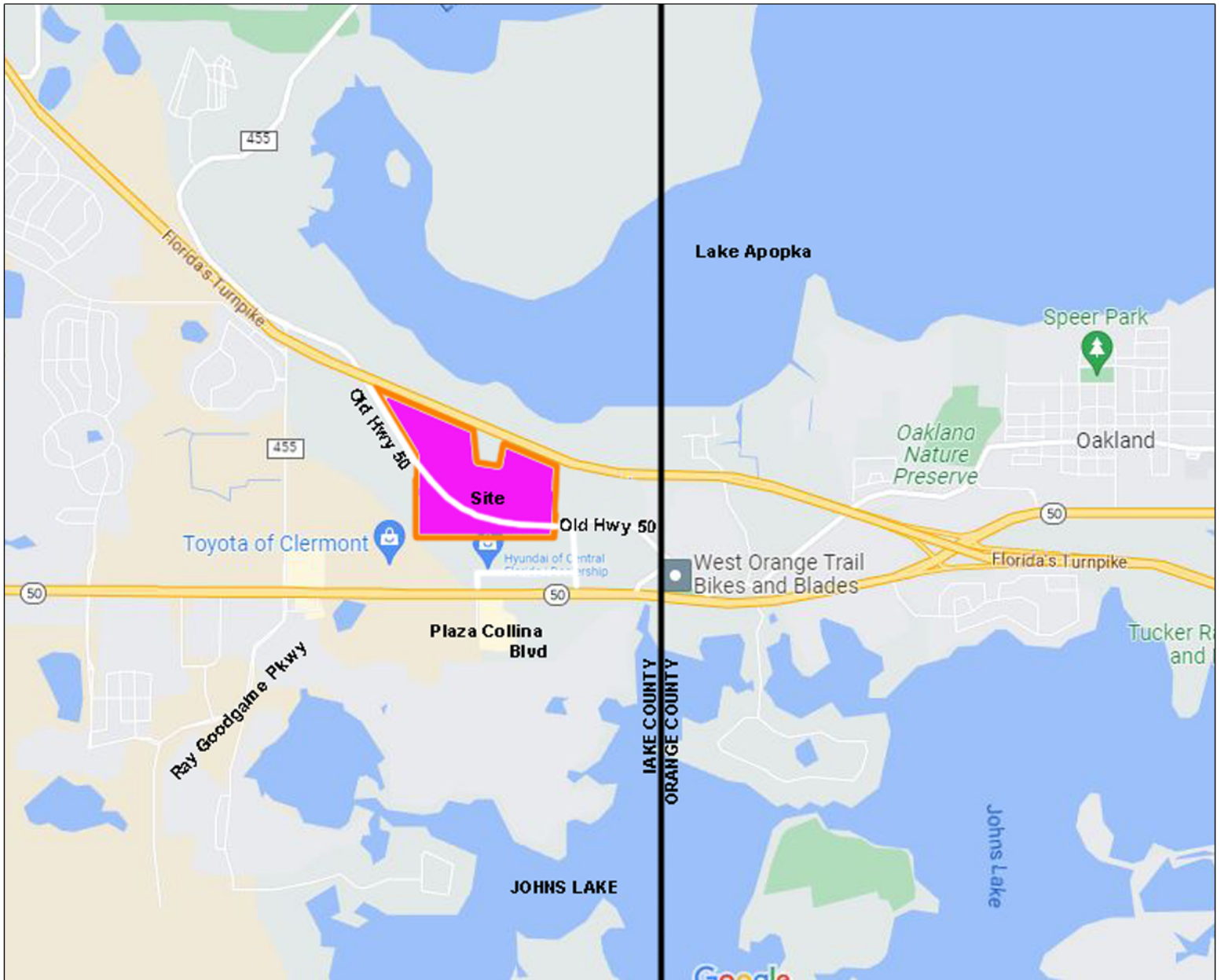
The northern villages A & B for this community are within ½ mile from Lake Apopka and shall be subject to the Lake Apopka Basin overlay, which permits a maximum of 4 du/ac. Village C is not within the Lake Apopka Basin overlay. The applicant is requesting to build 4-story / 50' ht. multi-family residential buildings on this portion of the site.

Existing Zoning:

The existing zoning on the subject site is Lake County R-3 and Agricultural (A). (Exhibit 4)
The applicant is requesting an amendment to the existing zoning from R-3 and A to Planned Unit Development (PUD) to develop up to 534 single family, townhome and multi-family dwelling units. (Exhibit 6)

Description

The applicant is seeking approval to amend the existing Lake County Future Land Use Map and the Zoning map to develop a maximum 534 residential units on 66.95 developable acres. The site shall be developed into 3 distinct villages. The 2 northern villages A&B shall be comprised of (192) single family residents with a mixture of detached single family and townhome lots. The southern village C shall be comprised of (342) multi-family units with a maximum building height of 4-story / 50'. The proposed development shall be constructed in multiple phases. Phasing of the proposed development shall be determined with the Preliminary Plat / Subdivision Plan Review process with Lake County. A conceptual site plan that supports the request to rezone the property has been submitted for review. (Exhibit 7)



Old Hwy 50 Property Lake County, Florida

Exhibit 1 Location Map



daly design group

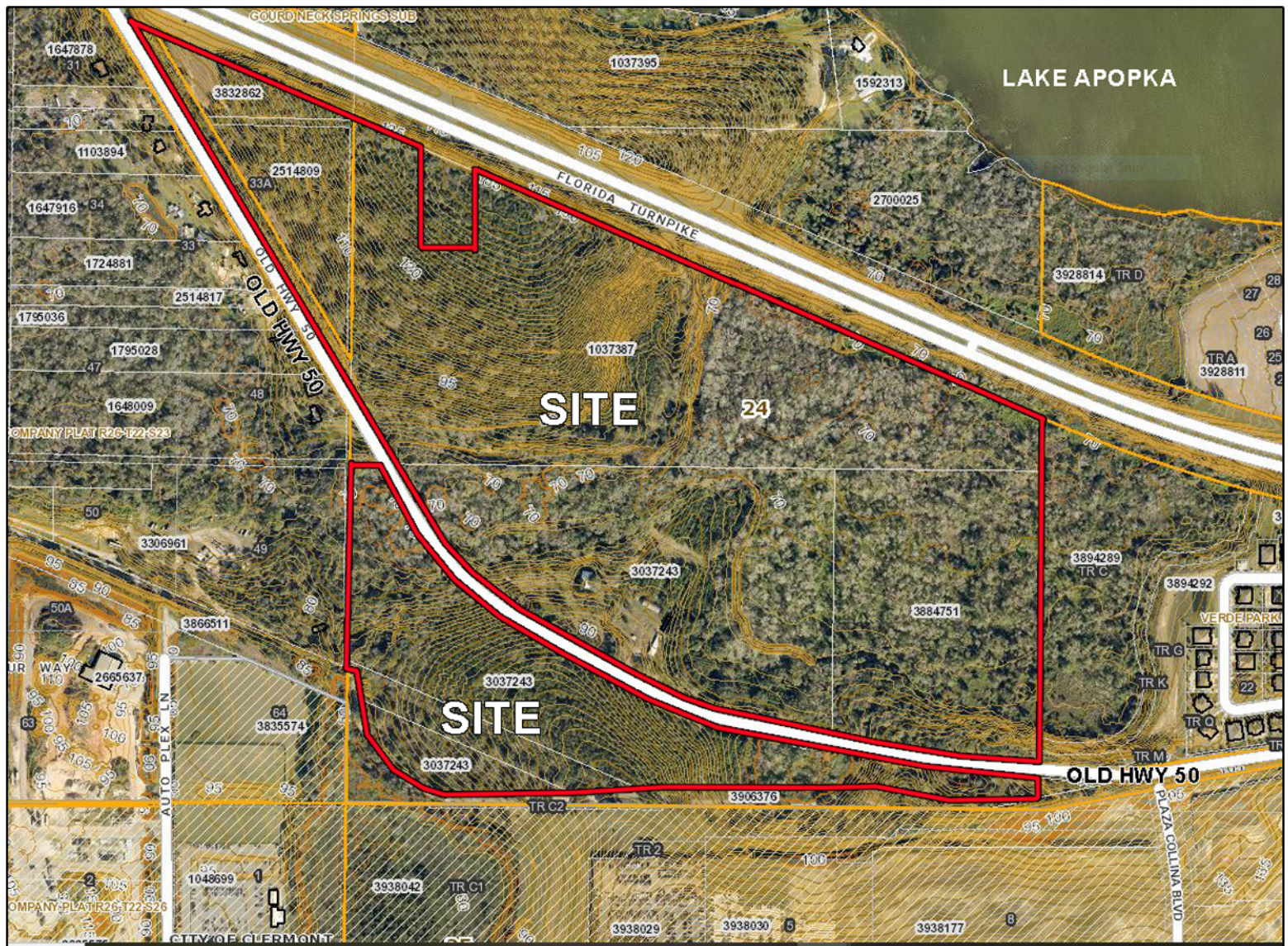
Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

Phone 407.740.7373 · www.dalydesign.com

Job No.: 21235 Scale: nts Date: 103.16.2023





Old Hwy 50 Property Lake County, Florida

Exhibit 2 Topography Map



daly design group

Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

Phone 407.740.7373 · www.dalydesign.com

Job No.: 21235 Scale: nts Date: 103.16.2023





LEGEND:
2030 Future Land Use Categories

Urban Future Land Use Series

Urban Low Density - Max 4 du/1 Net Acre	Regional Office	Bella Collina
Urban Medium Density - Max 7 du/1 Net Acre	Regional Commercial	Summer Bay
Urban High Density - Min 4 - Max 12 du/1 Net Acre	Industrial	South Lake Regional Park
	Cagan Crossings	

Rural Future Land Use Series

- Rural - Max 1 du/5 Net Acres
- Rural Transition - Max 1 du/5 Net Acres Base Density
- Max 1 du/3 Net Acres with 35% Open Space
- Max 1 du/1 Net Acre with 50% Open Space

NOTES:
 Economic Growth Department, Office of Planning and Zoning
 Map Produced By Office of Planning & Zoning, GIS Section

This map product was prepared from a Geographic Information System established by the Lake County Board of County Commissioners. Its employees, agents and personnel make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. The Lake County Board of County Commissioners, its employees, agents and personnel make no warranty of MERCHANTABILITY OR FITNESS FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.

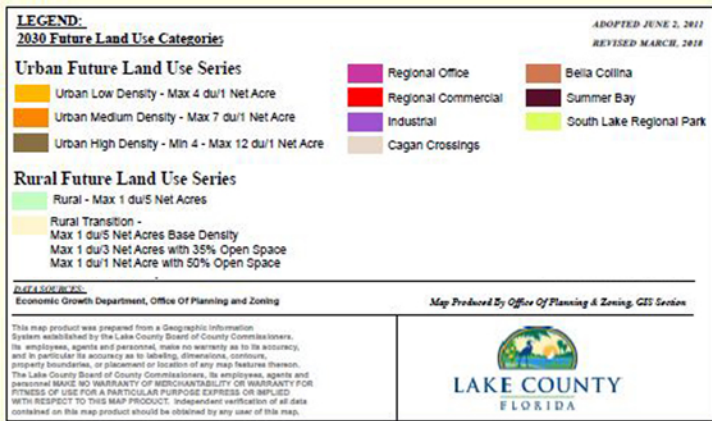
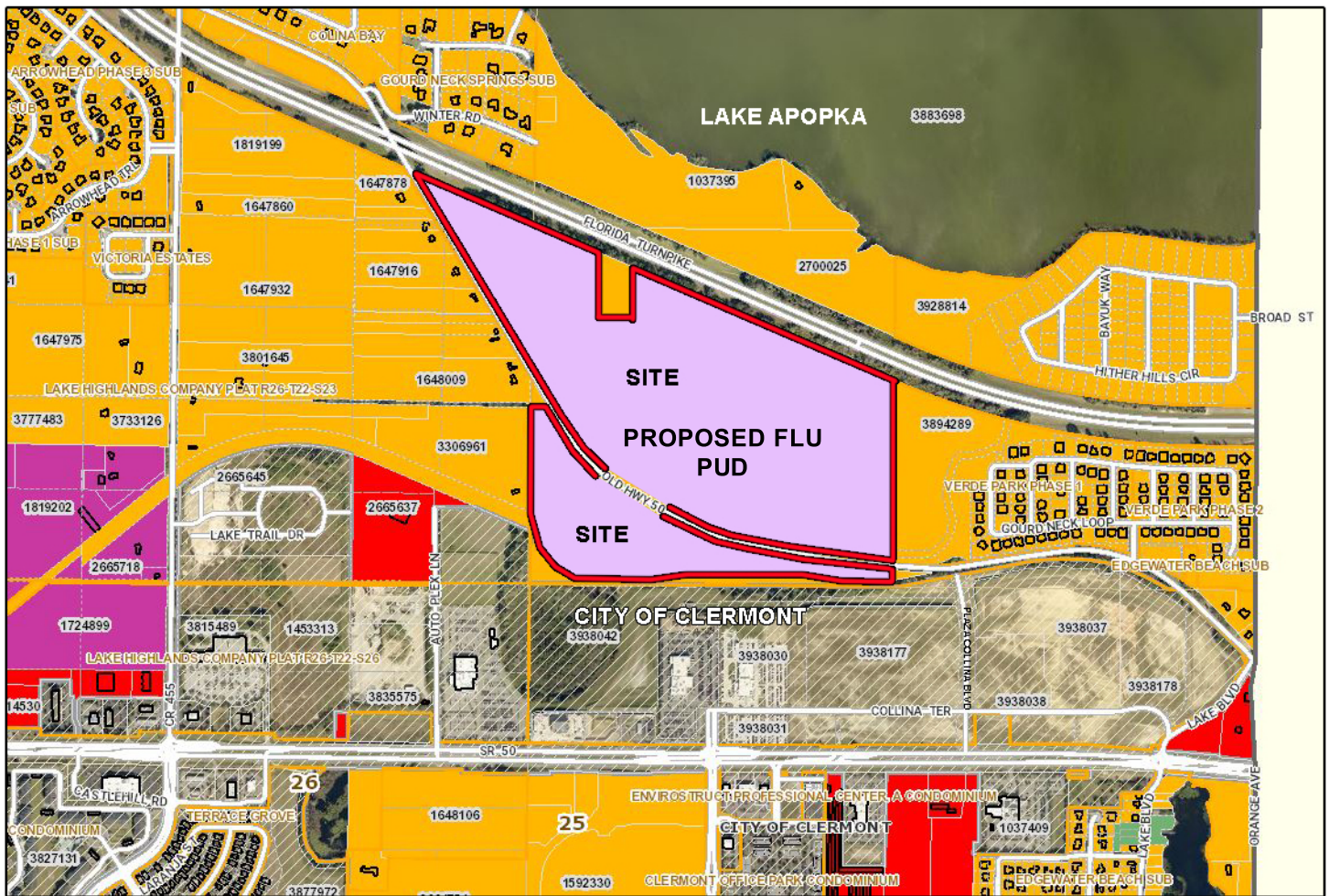
LAKE COUNTY
 FLORIDA

Old Hwy 50 Property Lake County, Florida

Exhibit 3 Existing FLU Map

 **daly design group**
 Urban Planning · Landscape Architecture · Project Management
 913 N Pennsylvania Ave, Winter Park, Florida 32789
 Phone 407.740.7373 · www.dalydesign.com
 Job No.: 21235 Scale: nts Date: 03.16.2023





Old Hwy 50 Property Lake County, Florida

Exhibit 5 Proposed FLU Map



daly design group

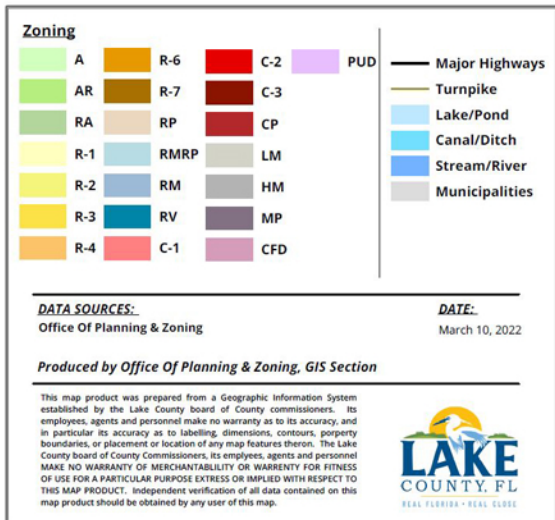
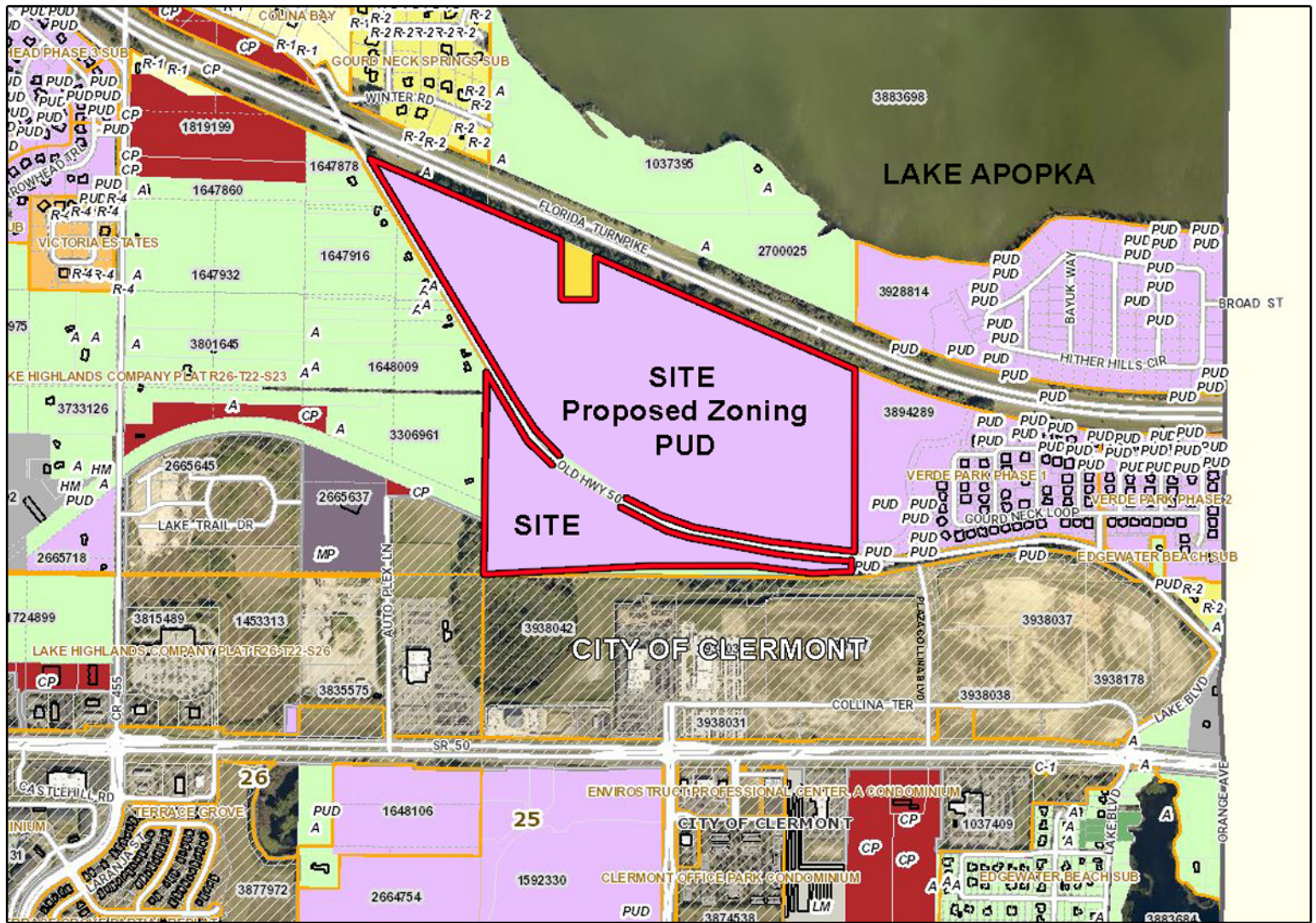
Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

Phone 407.740.7373 · www.dalydesign.com

Job No.: 21235 Scale: nts Date: 03.16.2023





Old Hwy 50 Property Lake County, Florida

Exhibit 6 Proposed Zoning Map



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Old Hwy 50 Property Comprehensive Plan Amendment

Describe the purpose and desired use of the amendment. Include a conceptual site plan depicting important features, including but not limited to, the location of major roads, structures, significant limitations (wetlands, karst features, steep slopes, etc.), environmentally sensitive areas and required open space.

The applicant seeks approvals to amend the existing Future Land Use from Lake County Urban Low Density to Lake County PUD to develop a maximum 534-unit residential units comprised of single family, townhome and multi-family development on the 66.95 upland acres. The applicant has applied to rezone the property from Lake County R-3 and Agricultural A to PUD, which is being reviewed concurrently with comprehensive plan amendment.

The site is within the Clermont JPA and will receive potable water and sanitary sewer services from the Clermont utility department.

The 123.04 gross acre site is currently used as a silviculture tree farm and is extensively planted with pine trees. Existing site improvements includes a single enclosed building and pole barns within a fenced area. There are approximately 56.09 acres of existing wetlands within the subject site boundary that provide a natural buffer to the existing residential developments adjacent to the site. The two northern Villages A&B are within the Lake Apopka Basin Overlay, which requires a higher level of review and limits the type of residential uses to single family within ½ mile of Lake Apopka with a maximum density of 4 du/ac.

Old Hwy 50 bifurcates the overall site between Villages A&B on the north and Village C on the south side of the Old Hwy 50 right of way. This existing boundary is ½ mile from Lake Apopka and serves as an existing separation line of the proposed uses. Single-family and townhomes will be limited to a maximum of 192 units on 47.94 acres of uplands. Village C will be limited to 342 multi-family units on 19 acres of uplands. No impacts to the existing wetlands are proposed with this application.

An environmental assessment report has been prepared by Bio Tech Environmental Services and is attached for review. (Appendix B)

Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.

The proposed FLU and zoning amendments on the subject site to develop a maximum of 534 single family, townhome and multi-family residential units is consistent with the Lake County Comprehensive Plan and the Land Development Code (LDC). The applicant is requesting to amend the existing FLU from Urban Low Density to PUD and to rezone from R-3 and A to PUD consistent with Section 4.03.00.

A waiver from the Lake County LDC section 15.02.01(c) to allow a 4-story / 50' height multi-family building will be requested with the rezoning application for this this development. The applicant is working with county staff to ensure that the proposed development is consistent with all applicable provisions of the Lake County LDC and to confirm what waivers if required shall be requested as a part of the rezoning process.

Old Hwy 50 Property Comprehensive Plan Amendment

How the application is consistent with all elements of the Comprehensive Plan.

This application is consistent with FLU policy I-7.8.1. Requirements for Planned Unit Developments.

Within 12 months of effective date of this Comprehensive Plan, the County shall adopt Land Development Regulations for new development that utilizes Planned Unit Development zoning, subject to the following:

- ***The density and intensity of a PUD shall not exceed the density and intensity of the underlying Future Land Use Categories and may be further restricted in the Land Development Regulations.***

The applicant is requesting to amend the existing FLU category from Urban Low Density to PUD to develop a maximum of 534 dwelling units on 66.95 developable acres of the subject site.

A PUD rezoning plan has been submitted that stipulates development will be a Maximum of (534) residential units. The site shall be developed into 3 distinct residential villages. Villages A and B are located on the between the Florida Turnpike on the north and Old Hwy 50 right of way on the south. These 2 villages contain a total of 47.94 developable acres and shall be developed with a maximum 192 single family and townhome units which equals 4 du/ac consistent with the Lake Apopka Basin Overlay. Village C is located on the southern right of way line for Old Hwy 50 and has 19.07 ac of developable land. The applicant proposes a maximum of 342 multi-family units, which equals 18 du/ac with a maximum building height of 4-story / 50' ht. consistent with section 15.02.01 (d).

The applicant has submitted a PUD rezoning plan consistent with this request. The proposed PUD rezoning plan is being reviewed by staff concurrently with this application.

- ***A PUD shall be developed as an integrated unit containing one or more land uses, and shall ensure compatibility with existing and allowed uses on neighboring properties***

The applicant is proposing to develop a maximum of 534 residential units on 3 residential villages within the boundary of the subject site. The northern development areas, villages A and B, shall be comprised of a maximum 192 single family and townhome lots. The southern development area, village C, shall be comprised of a maximum 342 units and a maximum building height of 4 story / 50'.

The property to the east of the site is the Verde Park Subdivision, which is a 111-unit single family PUD that was platted in 2014. The existing wetlands that separate villages A and B and Verde Park to the east provides a 600-foot natural buffer between the 2 residential communities.

The properties to the south of the subject site are comprised of developed and undeveloped commercial properties. There are active commercial properties include 2 car dealerships (Chevrolet and Hyundai) and clean machine car wash facility located approximately 250 feet south of the subject site. The parcel to the west of the Hyundai dealership is owned by Costco and it can be anticipated that a large box retail building

Old Hwy 50 Property Comprehensive Plan Amendment

with support infrastructure shall be constructed in the near future. The West Orange Bike Trail separates the subject site from the adjacent commercial properties to the south. Plaza Collina Blvd is a planned road that will be constructed in the future will provide a direct roadway connection from SR 50 south of the site to Old Hwy 50. This planned road connection is 450' east of villages B&C.

There are (12) large lot properties along the west side of the Old Hwy 50 right of way that are utilized as single family and manufactured homesteads with well and onsite septic.

The village A, which aligns with the existing homesteads shall be comprised of single-family lots, which are consistent with the existing single family residential homesteads. Old Hwy 50 shall provide the separation of uses between the village A and B and the existing residential uses that are adjacent to the site. The existing wetlands located between the existing homesteads and village C shall provide a natural 500-foot buffer between these properties.

The northern boundary of the subject site is adjacent to the Florida Turnpike.

The proposed development of 534 single family, townhome and multi-family residential units within 3 distinct villages is consistent with the evolving development pattern for this area of Lake County. The applicant is requesting to amend the FLU from Urban Low Density to PUD and to rezone the property from R-3 and A to PUD to develop the site as a residential planned community that will be integrated into the surrounding area and provide for a transitional use from the commercial development on the south to single family residential on the north.

- ***A PUD shall be required to include provisions for the protection of open space and for the conservation and protection of significant natural resources that may be located within the development site, consistent with this Comprehensive Plan. Clustering, flexible lot design or other innovative strategy to preserve large areas of contiguous open space and protect significant natural resources shall be required.***

A PUD has been submitted with this application to show consistency with the Lake County LDC. Open Space and wetland conservation shall be consistent with the requirements of Lake County and the St Johns River Water Management District requirements. The site is located south of Lake Apopka and a portion of the site is within the Lake Apopka Basin Overlay District and the Green Mountain Scenic By-Way corridor. Consistent with Policy I-6.3.4 residential development is permitted within these districts.

An environmental assessment has been prepared by Bio-Tech Environmental Consultants and is attached for review. (Appendix B)

- ***The application for a PUD shall be accompanied by a conceptual site plan depicting important features including but not limited to the location of major roads, structures, and required open space. Approval of a PUD shall require that development occur substantially as depicted on the proposed conceptual site plan.***

Old Hwy 50 Property Comprehensive Plan Amendment

A PUD rezoning plan has been submitted to Lake County and is attached for review. Please note that the plan is conceptual in nature and is subject to change due to existing site constraints and county regulations. (Exhibit 7)

- ***A Planned Unit Development shall be required for any application seeking to increase the existing density with the potential of fifty (50) or more dwelling units***
The applicant is requesting a rezoning from R-3 and A to PUD to develop a maximum 534 single family, townhome and multi-family units. A PUD has been submitted for review consistent with the Lake County LDC.

The applicant is consistent with FLU policy V-1.3.1.1. Diverse land use categories: *The Future Land Use Map shall include a diverse range of residential land use categories of varying densities to accommodate broad demands in housing design and neighborhood characteristics.*

The applicant is requesting to amend the existing zoning from R-3 and A to PUD to develop a single family, townhome and multi-family residential community within 3 villages on the subject site.

The request to develop a maximum of 192 single family and townhome residential units within villages A & B and 342 apartments within village C will provide a diverse range of housing types in this area of Lake County to accommodate future residents. The community will be designed in a cohesive manner across the 3 residential villages. The planned development will provide home ownership opportunities for a wider range of potential home buyers within this area of Lake County. As well the multi-family will provide market rate rental properties and that will provide a transition of uses between the intense commercial to the south and the single family and townhome development to the north.

The applicant is consistent with FLU policy VI-1.6.2. Interlocal Service Boundary Agreements: *Interlocal Service Boundary Agreements that allow a municipality to annex land in a pattern that waives the statutorily described requirements of compactness and contiguity or creates an enclave shall include:*

- ***Future Land Use assignments mutually agreed upon by the County and municipality for all lands subject to such annexation or affected by the Interlocal Service Boundary Agreement; and***
- ***Agreement by the County and municipality that subsequent changes in Future Land Use within the boundary shall not be approved unless agreed upon by all parties to the Interlocal Service Boundary Agreement.***

The subject site is within the Clermont JPA and is subject to the ISBA. Water and Sewer shall be provided by the City of Clermont and will require a utility service agreement to serve this project. Existing utilities are located east of the subject site near the Verde Park subdivision.

Old Hwy 50 Property Comprehensive Plan Amendment

Pursuant to Comprehensive Plan Policy 1-7.13.5, please provide documentation demonstrating that additional lands for residential use are needed to accommodate population projections.

According to the Lake County Future Land Use data and analysis report “*Lake County has seen significant population growth over the past 28 years.*” The growth prior to the year 2000 was significant with a sharp decline beginning around the year 2008. This decline was due to the economic downturn that affected the level of urban growth throughout the State of Florida. However, since 2013 Lake County has seen a steady uptick in the number of residents moving to Lake County and the surrounding Urban Centers within the Central Florida Region. According to the Florida Office of Economic and Demographic, Florida is the 3rd most populous state with 22.25 million residents. Lake County is the 17th most populated county in the state of Florida with 375,000 residents and growing.

A significant amount of urban growth over the past several years has been focused within Lake County, Osceola County, Orange County and Seminole County. The growth in this area can be attributed to the large employment opportunities related to tourism, and education. As well as the expansion of roadway networks that connects this area of Lake County to the larger central Florida region.

According to the current growth section of the Lake County Future Land Use element, states that in the year 2009 the population projection was projected to be 291,993 persons. Per the US census the actual population of Lake County Florida in 2009 was 313,118 persons which is a 7% increase over the projected population outlined in the Future Land Use Element. According to the same US census report the population in Lake County grew to 367,118 persons in the year 2019 which equates to a 17.25% increase in population over a 10-year period. Lake County since 2019 has grown to include a total of 375,000 Lake County residents.

Based upon an accepted average of 3.25 persons per household, this growth from 2020 to 2022 translates into an increased need for approximately 6,778 additional housing opportunities within Lake County to support the influx of population over the past 4 years. The proposed application to amend the existing zoning from R-3 and A to PUD to allow for a maximum 192 single family, townhome residential lots and 342 4-story / 50' height multi-family development will help to meet the additional demand on housing within Lake County Florida.

How the proposed rezoning is inconsistent with existing and proposed land uses.

The existing Land Use on the subject site is Urban Low Density which permits up to 4-du per developable acre is not consistent with the application to rezone the property from R-3 and A to PUD to develop a maximum 534 total units on approximately 66.95 developable acres.

The existing R-3 zoning encompasses the village A that is designated for single family residential. The existing zoning of R-3 is not consistent with the proposed residential development for this site. The applicant is requesting to build a single family, townhome and multi-family residential community on the subject site.

Old Hwy 50 Property Comprehensive Plan Amendment

The existing A zoning encompasses portions of village B and village C. The existing zoning of A is not consistent with the proposed residential development for the subject site.

The request for a PUD FLU and PUD Zoning are appropriate for the mixture of residential uses proposed with this application. The proposed comprehensive plan and zoning amendment to PUD is consistent with the adjacent residential developments and will permit flexibility to develop the site with a mixture of single family, townhome and multi-family residential units within 3 villages. A PUD rezoning plan has been submitted for review. (Exhibit 7)

A statement describing any changed conditions that would justify the rezoning.

Over the past several years this area of Lake County has seen increased demand for residential housing. The subject site is located within an area of the county that provides multiple opportunities for employment, shopping and recreation that make this a desirable area for a variety of residential development.

Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities

It is estimated that this community will generate approximately 1,700 persons. The subject parcel is within the City of Clermont's JPA. The applicant will work with the City of Clermont to extend existing services to the subject site.

This community will generate 119,000 gpd (70gpd per capita) of wastewater. The city of Clermont through the ISBA will provide utility service this community.

This community will use 170,000 gpd (100gpd per capita) of Potable water. The city of Clermont through the ISBA will provide utility service this community.

This community will produce 11,271 lbs of solid waste per day (6.63 lbs per capita). Lake County will provide service to this community through the solid waste operations serving unincorporated Lake County.

Stormwater management shall be provided on site and shall be consistent with the regulations of Lake County, St Johns River Water Management district and the Lake Apopka Basin Overlay.

The proposed development shall provide recreational facilities within the project boundaries to serve the future residents. Additionally, the proposed community may provide a connection to the West Orange Bike Trail, which provides connectivity to the existing regional recreation facilities located adjacent to village C. Any potential connection shall be reviewed by the appropriate departments.

An application for school concurrency determination has been submitted to Lake County Schools. A copy of the application is attached for review. (Appendix C)

Emergency services shall be provided by Lake County and the City of Clermont. There are existing city and county emergency service stations located near the subject site.

Old Hwy 50 Property Comprehensive Plan Amendment

Any impacts the rezoning application would affect the natural environment

The applicant is working with the Lake County and the St Johns River Water Management District to ensure that the development will meet all environmental regulatory requirements. The applicant is not proposing any impacts to the existing wetlands on site. The site is within the Lake Apopka Basin overlay, which has additional requirements for residential development within ½ mile of Lake Apopka.

An environmental assessment has been attached for review. (Appendix B)

Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

The applicant is requesting to rezone the property to PUD to provide w4 market rate residential units. Historically, planned communities add value to the surrounding areas by enhanced designed elements to support the aesthetics and lifestyles of the residents creating higher property values for the surrounding properties.

How the proposed rezoning would result in an orderly and logical development pattern.

The proposed development will be an extension of the established residential character of Verde Park subdivision to the east of the subject site. The proposed multi-family within village C will provide for a transition of uses from the intense commercial south of the site, and the single-family residential north of Old Hwy 50. Urban infrastructure is available and shall be extended to serve the community.

How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The proposed residential development on the subject site is not in conflict with public interest and will help provide homeownership and rental opportunities to a larger portion of the population by providing multiple housing choices.

The applicant is requesting to rezone from R-3 and A to PUD to develop a maximum of 192 single family and townhome residential development on villages A and B, and to develop 342 multi-family units (4-story / 50' ht.) consistent with PUD regulations in Section 4.03.00 of the Lake County LDC.

A waiver from the Lake County LDC section 15.02.01(c) and (d) to allow a 4-story / 50' height multi-family building will be requested with the rezoning application for this this development. The applicant is working with county staff to ensure that the proposed development is consistent with all applicable provisions of the Lake County LDC and to confirm what waivers if required shall be requested as a part of the rezoning process.

AGENDA ITEM

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Variance Request <i>Valor Lakes</i>		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
The applicant, Valor Lakes, is requesting a variance to allow for a 264 square foot wall sign, which exceeds the maximum 200 feet permitted by the Land Development Codes, Section 117-15. The subject property is located at 12626 US Highway 27, and the current zoning is Planned Unit Development (Anderson Hill PUD – Ordinance 2018-11). The PUD allows C-2 General Commercial permitted uses. The land use designation is Commercial. The signage for the PUD must comply with the Clermont Codes, Chapter 117-15 Permitted Signs.		
		
The intent and purpose of signs is to allow for adequate and effective signage for communicating business identification while preventing signs from dominating the visual appearance of the area in which they are located. Signs should be designed in a manner that is cohesive and consistent with other signage within the business community and the adjacent properties. The request for the larger wall sign with a 264 square foot area may be considered out of character with other similar signs in the same zoning category. The proposed signage would be 64 square feet over the maximum permitted for primary wall signs. The code allows a maximum 200 square foot copy area which has proven adequate to protect and maintain visual integrity of roadway corridors within the city by establishing a maximum amount of signage allowed on any one site to help reduce visual clutter. Section 101-246 of the Land Development Code requires a positive finding on all the Review Criteria and Findings in order to grant a variance; the application has been reviewed as presented and the application does not meet a positive finding on all the review criteria. Therefore, staff recommends denial of the variance request to the Land Development Codes.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 101-246 Review Criteria-Valor Lakes Sign-2023	101-246 Review Criteria-Valor Lakes Sign-2023.pdf
2. LOCATION MAP	LOCATION MAP.pdf
3. Application - Valor Lakes Sign VAR	Application - Valor Lakes Sign VAR.pdf
4. Legal Ad	Legal Ad.pdf

Valor Lakes Solutions Sign Variance

The requirements for a variance are as follows:

“Sec. 101-246, 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: *Granting this professionally designed variance will uphold the aesthetic integrity of our property and align with the local landscape, without causing detriment to the nearby businesses or the surrounding environment, It will not impede the enjoyment of adjacent properties, but instead will enhance ease of navigation and business recognition, thereby supporting the overall standards of living and commercial vibrancy within our community.*

Staff comments: *The Clermont Codes, Section 117-15 allows one primary wall sign per street frontage, not to exceed the maximum 200 square feet. The proposed sign variance is requesting 264 square foot copy area. The sign is located within a PUD Development which requires all sign to comply with city codes. The requested variance may be considered out of character with other signs located within the commercial development.*

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 sign proposed by professional designers, will facilitate reasonable use of the property. The recommended signage size is in harmony with the aesthetic standards prevalent among local properties in the same zoning.*

Staff comments: *The requested variances will allow for a wall sign to exceed the maximum 200 square foot copy area permitted by the code. The larger sign may be considered out of character with other similar signs in this zoning category.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Strict compliance with the land development regulation in the context would not significantly further any city objective. Rather, granting the variance for our professionally designed signage would provide more meaningful benefits. It would enhance the property’s aesthetics, improve business visibility for passing traffic and maintain the character of our zoning category, all of which support the city’s goals for vibrant accessible commerce. These benefits clearly outweigh any potential advantage of denying the variance.*

Staff comments: *The requested sign variance will not further any legitimate city objective. The proposed signage will provide clear direction and the ability to locate the applicable medical offices in a timely manner.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan,

Applicant response: *As per our understanding, granting this variance would in no way negatively impact the city's comprehensive plan.*

Staff comments: *The variance request is not in conflict with the Clermont Comprehensive Plan goals, objectives and policies.*

Positive finding

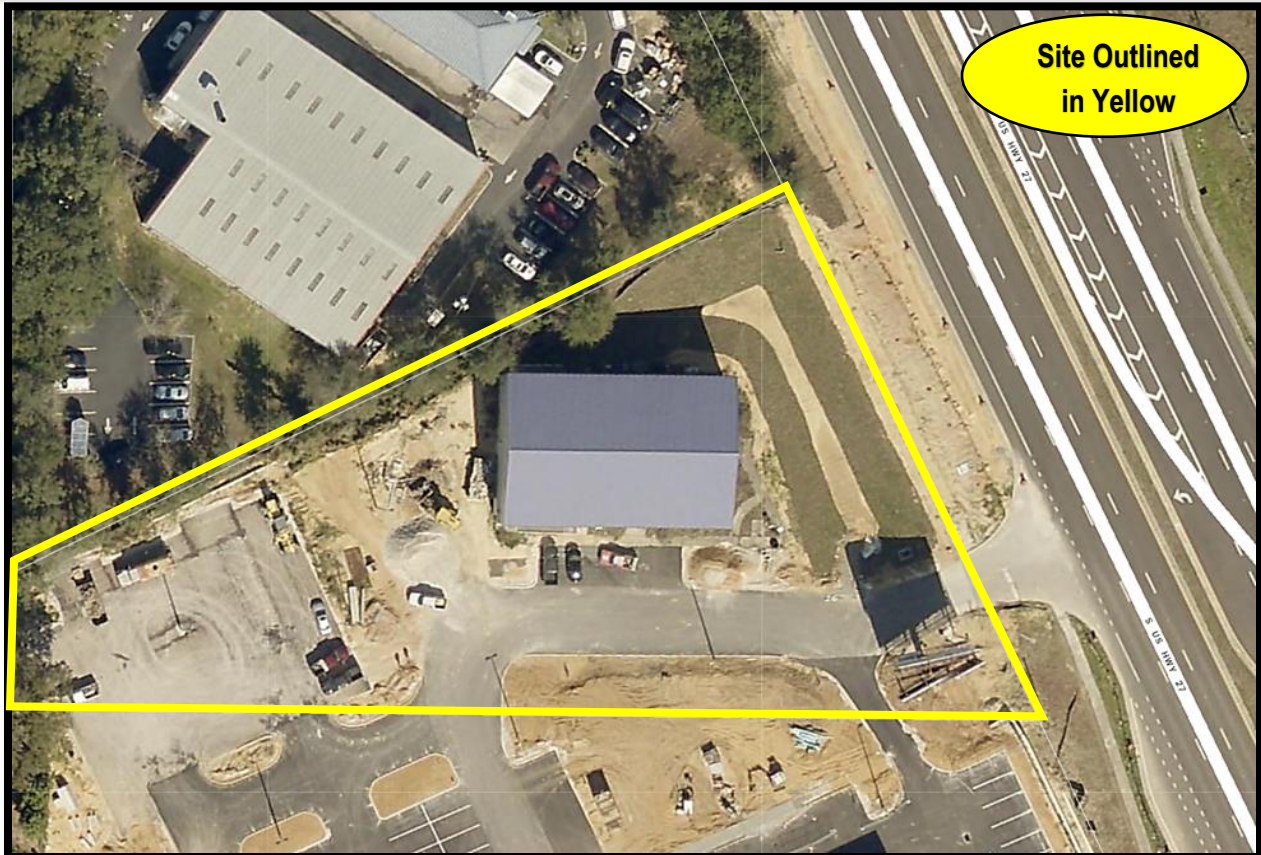
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Upon deliberation and design variations, our professional team concludes that the requested variances for the signage size represents the minimum that will ensure appropriate use of the building frontage. A smaller scale would distract from the property aesthetics and reduce its functional effectiveness.*

Staff comments: *The variance request is not the minimum variance allowed to make reasonable use of the site. The code requires a variance may be considered as an exception to the uses permitted by the land development codes which would result in either practical difficulty or unnecessary hardship for the property at issue.*

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.





CITY OF CLERMONT

VARIANCE

APPLICATION

DATE 8/04/2023		FEE:	
Project Name (if applicable) Valor Lakes Signage			
Applicant Valor Lakes Solutions LLC			
Contact Person Scott Homan			
Address 12629 US HWY 27	City Clermont	State FL	Zip 34711
Telephone 352.516.2338	Fax		
Email scott@macarthurgroup.us			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name ANDERSON HILL DLSU LLC			
Owner Address 625 STATE ROAD 100	City PALATKA	State FL	Zip 32177
Telephone (386)329-4000	Email qrobertscpi@yahoo.com		
PROPERTY INFORMATION			
Address of Subject Property 12629 US HWY 27	City Clermont	State FL	Zip 34711
General Location Pulling into Anderson Hill subdivision off of HWY 27, building is on the right.			
Legal Description & Alternate Key (include copy of survey) Alt Key: 3828239 CLERMONT, LAKE HIGHLANDS 32-22-26 BEG AT SW COR OF TRACT 22, RUN N 0-12-07 W 61.46 FT, N 62-51-01 E 393.08 FT TO W R/W LINE OF US HWY 27, S 25-21-30 E 270 FT TO S LINE OF TRACT 22, N 89-36-41 W 465.20 FT TO POB PB 3 PG 24 ORB 4858 PG 593 PUD			
Land Use (City verification required) C-2			
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:
117-15

What are you proposing to do that would require a variance and why?

A total signage sq.ft. that would be 63.64 sq.ft over. [Sign a:196.29 sq.ft. Sign b:69.35 sq.ft. Total: 263.64 sq.ft.]

How does the Code create a hardship?

The code presents a hardship given our building's distinct position and specific architecture. Adhering strictly to the code's signage size limit curtails visibility for passing traffic and is aesthetically unsuitable for our building's large glass frontage.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sign Variance - Permitted Signs - 117-15

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;

Granting this professionally designed variance will uphold the aesthetic integrity of our property and align with the local landscape, without causing detriment to nearby businesses or the surrounding environment. It will not impede the enjoyment of adjacent properties, but instead will enhance ease of navigation and business recognition, thereby supporting the overall standard of living and commercial vibrancy within our community.

- (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 sign, proposed by professional designers, will facilitate reasonable use of the property. The recommended signage size is in harmony with the aesthetic standards prevalent among local properties in the same zoning.

- (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;

Strict compliance with the land development regulation in this context would not significantly further any city objective. Rather, granting the variance for our professionally designed signage would provide more meaningful benefits. It would enhance the property's aesthetics, improve business visibility for passing traffic, and maintain the character of our zoning category, all of which support the city's goals for vibrant, accessible commerce. These benefits clearly outweigh any potential advantages of denying the variance.



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
As per our understanding, granting this variance would in no way negatively impact 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.

Upon thorough deliberation and design variations, our professional team concludes that the requested variance for the signage size represents the minimum that will ensure appropriate use of the buildings frontage. A smaller scale would detract from the property's aesthetics and reduce its functional effectiveness.

Scott Homan

Applicant Name (print)

x

Applicant Name (signature)

Quint Roberts

Owner Name (print)

x

DocuSigned by:

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

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 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 was 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, 9-28-9)

PROPERTY RECORD CARD

General Information

Name:	ANDERSON HILL DLSU LLC	Alternate Key:	3828239
Mailing Address:	625 STATE ROAD 100 PALATKA, FL 32177 Update Mailing Address	Parcel Number: ⓘ	09-22-26-1405-022-00000
Property Location:	12629 US HWY 27 CLERMONT FL, 34711	Millage Group and City:	000C Clermont
		2022 Total Certified Millage Rate:	17.4048
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Name:	HOPE CENTER Submit Property Name ⓘ	School Information:	School Locator & Bus Stop Map ⓘ
			School Boundary Maps ⓘ
Property Description:	CLERMONT, LAKE HIGHLANDS 32-22-26 BEG AT SW COR OF TRACT 22, RUN N 0-12-07 W 61.46 FT, N 62-51-01 E 393.08 FT TO W R/W LINE OF US HWY 27, S 25-21-30 E 270 FT TO S LINE OF TRACT 22, N 89-36-41 W 465.20 FT TO POB PB 3 PG 24 ORB 4858 PG 593		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

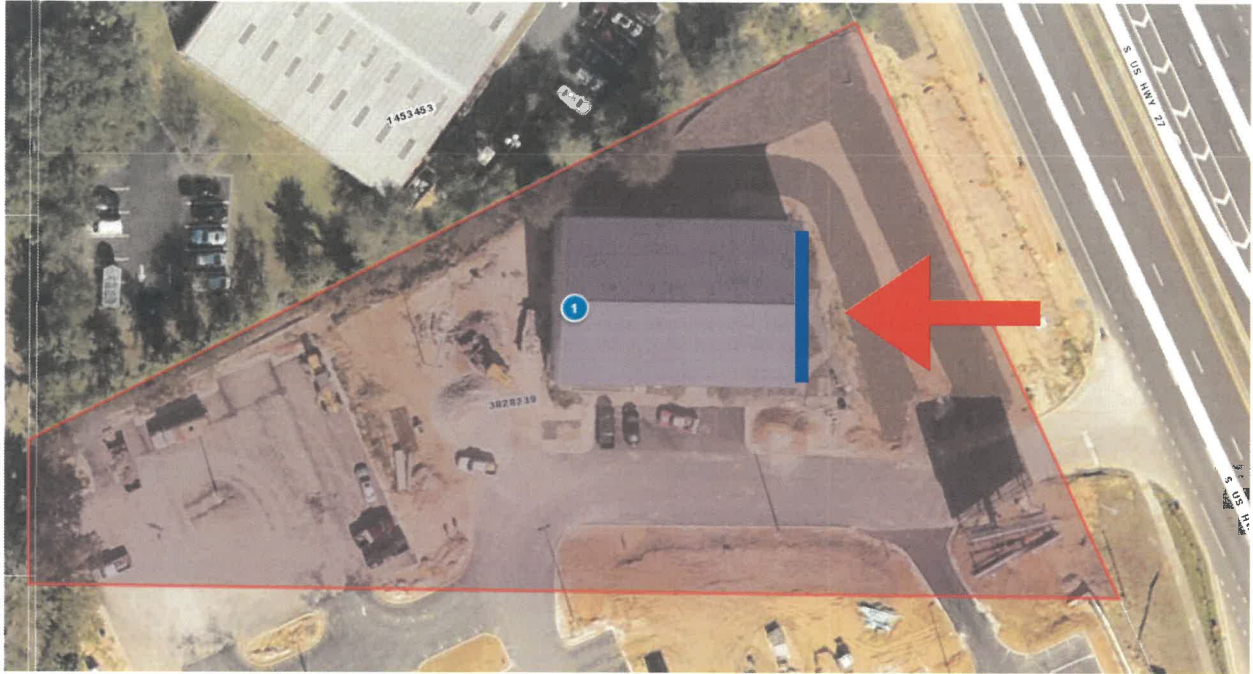
Land Data

Line	Land Use	Frontage	Depth	Notes	No.	Units	Type	Class Value	Land Value
1	STORE - DISCOUNT (1320)	0	0		60984.000		Square Feet	\$0.00	\$527,603.00
2	BILLBOARD SITE (1020)	0	0		1.000		Lot	\$0.00	\$20,000.00
Click here for Zoning Info ⓘ				FEMA Flood Map					

Commercial Building(s)

Building 1

Commercial	Building Value: \$462,626.00 Building Use: DISCOUNT STORE (13D) Structure Type:		
Summary	Section(s)		
Year Built:	2007	Section Type	No. Stories
Total Effective Area:	9450	FINISHED LIVING AREA (FLA)	2.00
Full Bathrooms:	0		Ground Floor Area
Half Bathrooms:	3		9450
Elevators:	0		
Elevator Landings:	0		
View Larger			





Option D - Gold / Navy Gradient

9.5' (h) x 7.3' (w)
69.35 sqft



3.8' (h) x 51.13' (w)
194.29 sqft

Printed blue area: 61'(w) x 16.5'(h) / **691.5 sqft visible**

Building face: 69'(w) x 30'(h) / **1,796 sqft visible**

Highlighted area: 69' (w) x 19.375' (h) / **1,336.875 sqft**

Total Square Feet (Letters / Icon) = **263.64 sqft**



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 Serves 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 one (1) year.



CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

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. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☐ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

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

Cash Register Receipt
CRW Systems

Receipt Number
R34431

DESCRIPTION	ACCOUNT	QTY	PAID
ProjectTRAK			\$600.00
VAR2308-0001 Address: 12629 US HWY 27 APN: 3828239			\$600.00
PUBLIC HEARING APPLICATION			\$600.00
VARIANCE APPLICATION FEE COMMERCIAL	10329-32900		\$600.00
TOTAL FEES PAID BY RECEIPT: R34431			\$600.00

Date Paid: Wednesday, August 09, 2023

Paid By: SCOTT HOMAN

Cashier: JFF

Pay Method: EMV 1135775101

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	Valor Lake Sign Vari

Date:	08/22/2023
Order Number:	9197976
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	09/05/2023 - 09/05/2023	Govt Public Notices
LEE dailycommercial.com	1	09/05/2023 - 09/05/2023	Govt Public Notices

Order Confirmation Amount	\$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 meeting on Tuesday, September 12, 2023 at 6:30 PM for the following variance: To allow for a wall sign to exceed the maximum 200 square feet copy area permitted by Section 117-15 Permitted Signs; for the following property:

LOCATION:

Anderson Hill Planned Unit
Development (PUD)
12629 US Highway 27
(Alternate Key 3828239)

A complete legal description may be obtained in the Planning & Zoning 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

#9197976 9/5/23

AGENDA ITEM

Meeting Date	
Tuesday, September 12, 2023	
Agenda Item Name	
Resolution No. 2023-023R <i>Volkswagen of Clermont CUP</i>	
Requested Action	
Recommend approval of resolution 2023-023R	
Staff Report	

The applicant, Merideth Nagel, Esq., is requesting a Conditional Use Permit (CUP) to allow for automotive services and sales use and a building over 20,000 square feet in the C-2 General Commercial District. The property is located northwest of the US 27 and SR 50 intersection, adjacent to the Crown Lounge, south of Highland Avenue.

The future land use is Commercial and the property consists of 8.6 +/- acres. The site is currently vacant and it used to have direct access to US 27 from Highland Avenue, which was closed due to the construction of the improved interchange at US 27 and SR 50. The primary access points to the site are Millholland Street and Almond Street, with a secondary access point from the frontage road via Highland Avenue. The property was formerly the site of the Clermont Motor Lodge and EMS station. This area has been undergoing a transformation from residential uses to commercial uses over the last several years.



Proposed and Surrounding Land Use

The applicant is requesting the site to be used for a Volkswagen dealership. The dealership will utilize approximately 6 acres of the southern portion of the site and the northern 1.9 acres will be donated to the City.

Direction	Surrounding Land Use
North	Vacant Commercial
East	US Hwy 27
South	Crown Lounge
West	Electrical Substation, 40 ft unimproved ROW, Professional Office, Residential

In addition, the applicant has acquired the ½ acre site adjacent to Wendy's and would like to use this site for a display area that fronts on SR 50.

Transportation

The applicant has conducted a Traffic Impact Analysis (TIA) that indicated traffic from the proposed use would generate less than 100 peak hour two-way next trips, which would classify it as a Tier 1, de minimis impact, and no operational improvements were identified. The current road access points were studied through field investigations as well for physical load demands placed upon the existing road network and it was concluded that several of the roads needed additional improvements. The applicant has agreed to fully fund and improve these road segments, consisting of a partial rebuild of Bloxam Avenue and Almond Street along with overlays of Millholland Street and Almond Street as well. These improvements will provide the necessary road support for the dealership operation along with users in the vicinity.

Conditional Use - Findings

In reviewing a conditional use permit application, Section 101-212 (c) of the Land Development Code lists the general criteria for granting a conditional use permit. The granting of this conditional use permit is consistent with the Commercial Future Land Use designation in the comprehensive plan. The proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. The applicant is improving the current conditions of the road network, which would be an improvement to those residing or working in the vicinity. The proposed use will comply with the regulations of the Land Development Code, such as landscaping, architectural guidelines, and stormwater retention. This particular location has experienced the loss of a direct US 27 access point via Highland Avenue, in which has made it challenging for commercial projects to be viable at this location. The proposed dealership would be a destination for specific users and this particular location would be considered desirable.

Staff Recommendation

Staff has reviewed the application and supporting material and recommends approval of Resolution 2023-023R with staff changes. *The Planning and Zoning Commission recommended approval, 6-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	2023-023R - VW Draft CUP (9.6.2023)	2023-023R - VW Draft CUP (9.6.2023).pdf
2.	VW Maps	VW Maps.pdf
3.	Site Plan CC	Site Plan CC.pdf
4.	VW Dealership TIA Comments_061623	VW Dealership TIA Comments_061623.pdf
5.	CUP_APPLICATION.pdf-joeg_guntherdelray.com	CUP_APPLICATION.pdf-joeg_guntherdelray.com.pdf
6.	VW Legal Ad	VW Legal Ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN AUTOMOTIVE SERVICES AND SALES USE, AND A BUILDING OVER 20,000 SQUARE FEET IN THE C-2 GENERAL COMMERCIAL DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held September 5, 2023 recommended approval of this Conditional Use Permit to allow for an automotive services and sales use and a building greater than 20,000 square feet in the C-2 General Commercial District; at the following location:

LOCATION:

Vacant property northwest of US 27 & SR 50 intersection, north of the Crown Lounge & south of Highland Ave., adjacent to Millholland Street
(Alternate Key # 1592267, 1509971, 1592623, 3821671, 1592771)
8.6 +/- Acres

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit to allow for an automotive services and sales use and a building greater than 20,000 square feet in the C-2 General Commercial District; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above and contained in the legal description in Exhibit A is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. The property shall be developed in substantial accordance with the Conditional Use Plans revised 8-9-23, prepared by Mitch Collins, P.E., Inc., Exhibit B. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan.
12. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

SECTION 2: LAND USE

1. This permit is for up to a single 33,000 square foot building to be used for automotive services and sales use. The site may also consist of a car wash building. Supporting ancillary uses to the car dealership may include and is not limited to; delivery, display and storage of new and pre-owned automobiles, vehicle charging stations and energy products, related parts and accessories, and for related general office purposes. The parcel located on SR 50 may have a glass display unit, no larger than 300 square feet, along with up to 3 additional display pads as shown in Exhibit B. No more than 4 vehicles may be displayed on the outparcel at one time. The outparcel may have one monument sign no larger than 8 feet high by 8 feet wide, with a maximum copy area of 32 square feet per side.
2. The building setbacks will be a minimum of 25 feet from any public rights of ways, which include Millholland Street, Frontage Road and Highland Avenue. The glass display unit shall be located a minimum of 50 feet from SR 50 and 25 feet from Millholland Street. The internal property line setback shall be a minimum of 12 feet.
3. The building shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and be constructed closely as represented in the provided elevation, Exhibit C.
4. The open space, impervious surface ratio, floor area ratio, building height, and the maximum intensity and density shall be in accordance with the Clermont Comprehensive Plan and the Land Development Regulations. The maximum development intensity shall not exceed 0.25 Floor Area Ratio (FAR) and the maximum impervious surface ratio shall not exceed 80 percent for the entire site.
5. Designated vehicle inventory areas where the public is not permitted to park or drive shall not be treated as off-street parking under the Clermont Land Development regulations; but such designated vehicle inventory areas shall be developed in substantially in conformance with the conceptual Conditional Use Plan.
6. The applicant shall be responsible for transportation improvements, including but not limited to: right of way, design, engineering, permitting and construction to the local roadway network identified in Exhibit D. The transportation improvements shall be completed prior to the site receiving a certificate of completion from the City of Clermont and shall at a minimum meet City standards. Millholland Street and Bloxam Avenue improvements shall extend south to match the improvements from SR 50.
7. The site shall be designed and developed to comply with the Clermont Land Development Regulations, including landscape buffers and screening.
8. As a condition prior to Site Plan approval, the applicant shall dedicate to the City the northern 1.963 +/- acres, as indicated on Exhibit B. The applicant will provide stormwater treatment and storage for this parcel within the dealership parcel and will be designed to accommodate an 80% ISR calculation for the donated parcel.
9. No outside speaker systems shall be permitted.



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

10. Any form of non-permitted advertisement consisting of, but not limited to flags, banners, inflatables or lighting is prohibited.
11. The use of the outparcel, adjacent to SR 50, shall only be used for a display area for the automotive dealership that is on the main parcel. If the dealership ceases to remain in operation for a period longer than 180 days, then the outparcel will no longer be available for display and will only be permitted for C-2 General Commercial uses.

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. 2023-023R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 12th day of September 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
RESOLUTION NO. 2023-023R

Exhibit A – Legal Description:

PARCEL 1:

NORTH 100 FEET OF SE ¼ OF THE SE ¼ SOUTH OF HIGHLAND AVENUE AND WEST OF HIGHWAY 27, SECTION 19, TOWNSHIP 22, RANGE 26, LAKE COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NE ¼ OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST. LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO.27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT OF WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE , RUN SOUTH ALONG THE EAST RIGHT OF WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF HIGHLAND AVE TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO POINT "A".

AND

PARCEL 3:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8-A, FEDERAL ROUTE 19) 654.7 FEET SOUTH OF THE CENTERLINE OF HIGHLAND AVENUE, AS REPRESENTED ON THE OFFICIAL MAP OF CITY OF CLERMONT FILED 2/4/26 AND RECORDED IN PLAT BOOK 8, PAGES 17-23 INCLUSIVE, LAKE COUNTY, FLORIDA; RUN THENCE WESTERLY AND PARALLEL TO THE CENTERLINE OF SAID HIGHLAND AVENUE 412.3 FT.,



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF MILHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILHOLLAND STREET 201.4 FEET; THENCE EASTERLY AND PARALLEL TO CENTER LINE OF SAID HIGHLAND AVENUE 224.4 FEET; THENCE SOUTH 84°12' EAST, 175 FEET TO THE RIGHT-OF-WAY LINE OF STATE ROAD 50 AND SAID STATE ROAD 25; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE OF SAID STATE ROAD 25, 219.59 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

THAT FRACTIONAL PART OF THE EAST HALF OF THE NORTHEAST QUARTER (EAST 1/2 OF NORTHEAST 1/4) OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND THAT FRACTIONAL PART OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER (SOUTHEAST 1/4 OF SOUTHEAST 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LYING SOUTH OF HIGHLAND AVENUE, EAST OF MILLHOLLAND STREET AND WEST OF STATE ROAD 25 (U.S. 27) (FORMERLY STATE ROAD 8A, FEDERAL ROUTE NO. 19), DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN BOUNDARY OF HIGHLAND AVENUE AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, DULY FILED AND RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITH THE WESTERN RIGHT-OF-WAY LINE OF SAID STATE ROAD 25 AND RUN SOUTHERLY ALONG SAID WESTERN RIGHT-OF-WAY 624.7 FEET, MORE OR LESS, TO INTERSECT THE NORTHEASTERN CORNER OF THE LANDS OF R.C.B. HOLDINGS; RUN THENCE WESTERLY AND PARALLEL TO THE CENTER LINE OF SAID HIGHLANDS AVENUE 412.3 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, AS REPRESENTED ON SAID OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE NORTHERLY ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET TO THE SOUTHERN RIGHT-OF-WAY LINE OF SAID HIGHLAND AVENUE; THENCE EASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE SAID HIGHLAND AVENUE TO THE BEGINNING POINT, LESS THE NORTH 100 FEET THEREFROM; AND LESS ANY RIGHT-OF-WAY FOR AN ACCESS ROAD FROM AND TO STATE ROAD 25, U.S. 27.

LESS AND EXCEPT: FROM THE ABOVE LANDS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF HIGHLAND AVENUE AND WEST OF U.S. HIGHWAY NO. 27. LESS AND EXCEPT THE NORTH 100 FEET THEREOF.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

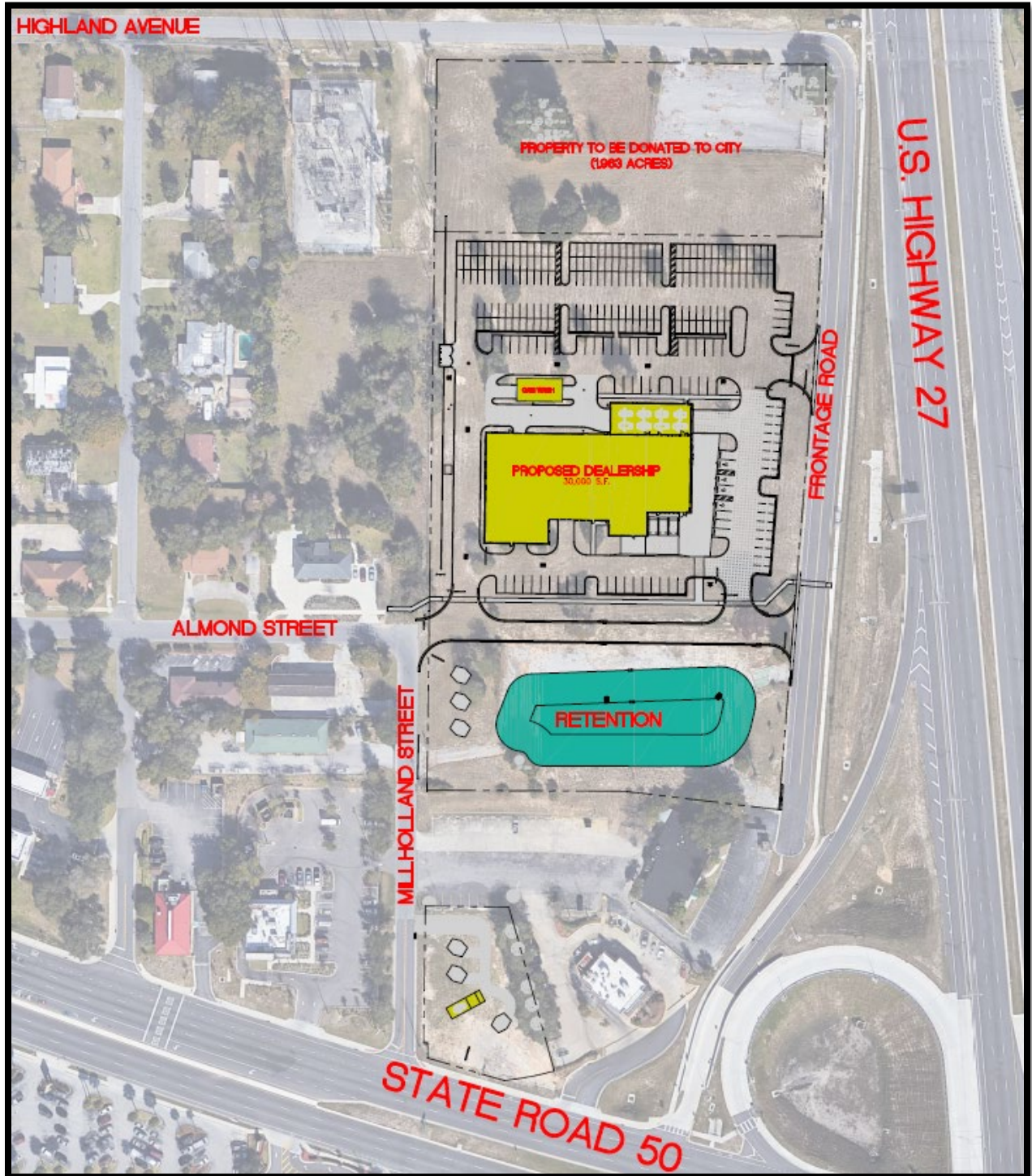


CITY OF CLERMONT
RESOLUTION NO. 2023-023R

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE AND THE EAST RIGHT-OF-WAY LINE OF MILLHOLLAND STREET, ACCORDING TO THE PLAT OF THE CITY OF CLERMONT RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MILLHOLLAND STREET 100 FEET TO THE POINT OF BEGINNING; CONTINUE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 500 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN EASTERLY PARALLEL WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 AND A POINT DESIGNATED "A"; RETURN TO POINT OF BEGINNING AND RUN EASTERLY PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TO POINT "A".

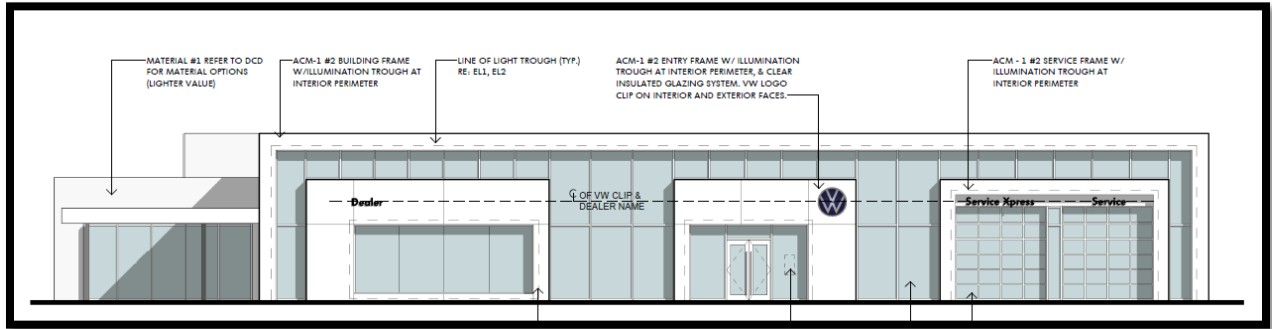
CITY OF CLERMONT
RESOLUTION NO. 2023-023R

Exhibit B:
Overall Site Plan



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

Exhibit C:
Sample Elevation



CITY OF CLERMONT
RESOLUTION NO. 2023-023R

Exhibit D:
Transportation Improvements

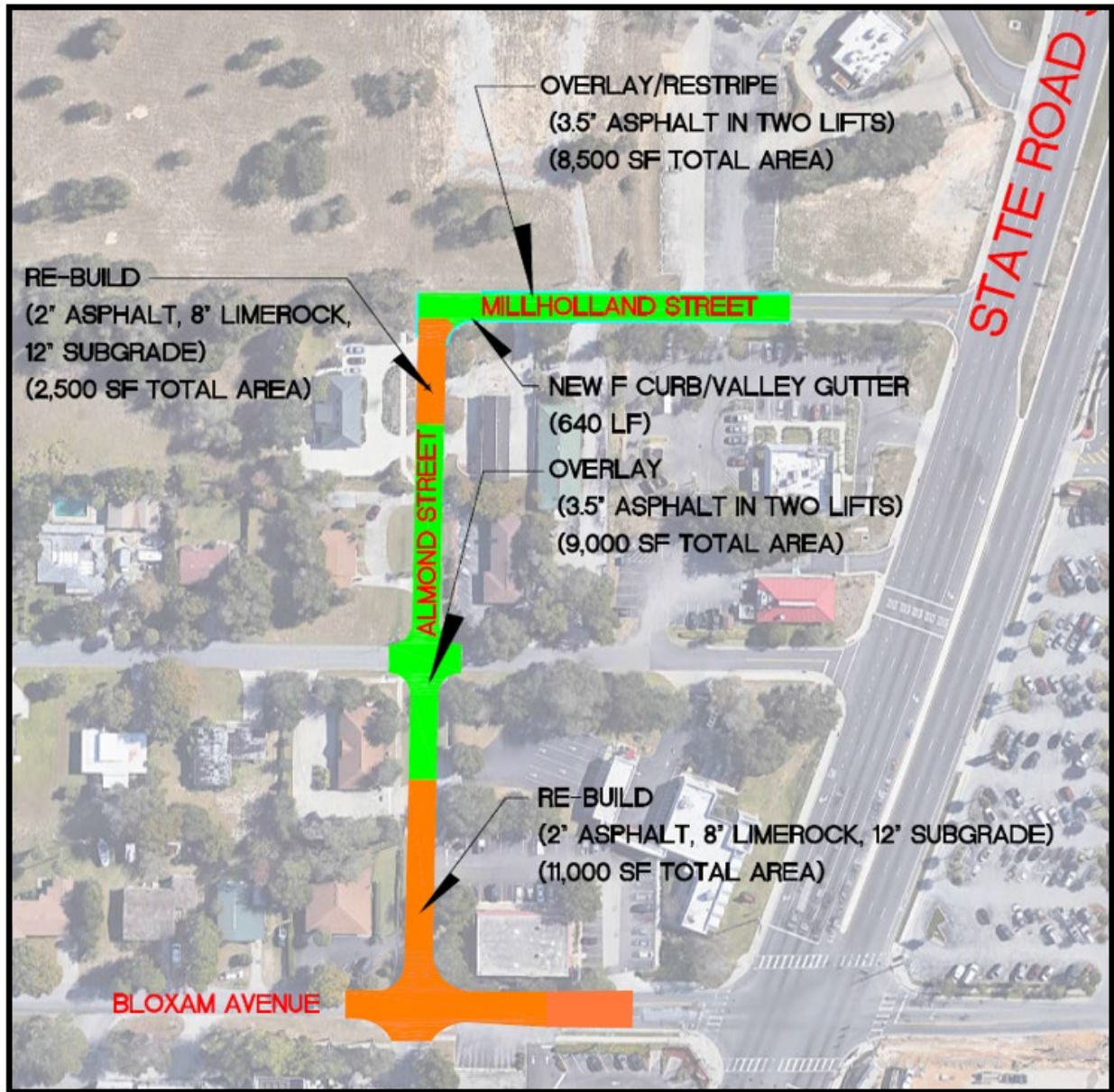


Exhibit - Location Map – Volkswagen of Clermont



CONDITIONAL USE PLANS FOR

1118 SOUTH US HIGHWAY 27 AND 840 EAST HIGHWAY 50
CLERMONT, FLORIDA 34711

THE PROPERTY AND ALL IMPROVEMENTS AS SHOWN ARE OWNED AND SHALL BE MAINTAINED BY GUNTHER MOTOR COMPANY NEW VENTURES IV, LLC.

THE CHARACTER AND INTENDED USE OF THIS DEVELOPMENT SHALL BE THE CONSTRUCTION OF A CAR DEALERSHIP ALONG WITH THE ASSOCIATED UTILITIES, PARKING, ACCESS ROADS AND WATER MANAGEMENT FACILITIES.

PROJECT NAME:	VOLKSWAGEN OF CLERMONT
ADDRESS:	1118 SOUTH US HIGHWAY 27 AND 840 EAST HIGHWAY 50 CLERMONT, FLORIDA 34711
OWNER ADDRESS:	1660 SOUTH STATE ROAD 7 FORT LAUDERDALE, FL 33317
TELEPHONE:	(407) 580-4024

ZONING:	C-2
PROPOSED USE:	CAR DEALERSHIP
NUMBER OF STORIES:	ONE
MAX. BUILDING HEIGHT:	22'
FAR:	0.065
BUILDING COVERAGE:	8.52%
PHASING:	ONE PHASE
VEGETATION:	VACANT W/ GRASS AND MINIMAL TREES
WATER SERVICE:	CITY OF CLEMENT UTILITIES
WASTEWATER SERVICE:	CITY OF CLEMENT UTILITIES
SOILS:	6-CASPER SAND, 5-16% SLOPE 9-CASPER SAND, 5-15% SLOPES
STORMWATER MANAGEMENT:	ON-SITE RETENTION POND
FIRE:	CITY OF CLEMENT FIRE STATION #1
SITE AREA:	39,881 SF = 8.076 ACRES (EXCLUDES FIRST PARCEL.)
INFERRED:	19,793 SF = 4.587 ACRES AT 46.76%
BUILDING:	30,000 SF = 6.689 ACRES AT 90.25%
PAVEMENT/SIDEWALKS:	19,679 SF = 3.898 ACRES AT 48.25%
OPEN SPACE:	12,608 SF = 3.491 ACRES AT 43.22%

FRONT (US HIGHWAY 27) (EAST):	50 FEET/15 FEET
REAR (MILLHOLLAND STREET) (WEST):	25 FEET/15 FEET
SIDE (HIGHLAND AVENUE) (NORTH):	25 FEET/15 FEET
SIDE (SOUTH):	12 FEET/10 FEET

PARKING REQUIRED (EXCLUDES PARK AREA):	
CUSTOMER AREA:	4,000 SF AT ONE SPACE PER 250 SF (4,000 SF)/(250 SF)=16 SPACES
SERVICE BAYS:	14 BAYS AT ONE SPACE PER BAY (14 BAYS)/(1 SPACE PER BAY)=14 SPACES
EMPLOYEES:	30 EMPLOYEES (30 EMPLOYEES)/(1 SPACE PER EMPLOYEE)=30 SPACES
TOTAL:	60 SPACES
REGULAR SPACES PROVIDED:	61
HANDICAPPED SPACES PROVIDED:	1
TOTAL SPACES PROVIDED (EXCLUDES PARK AREA):	65 SPACES

POWER:	DUKE ENERGY 450 E. ORCHARD POINT ROAD WINTER GARDEN, FL 32787 (407) 905-3321
SEWER:	CITY OF CLEWMO UTILITY SERVICES DEPARTMENT 688 WEST MONROE STREET CLEWMO, FL 34711 (352) 241-7355
WATER:	CITY OF CLEWMO UTILITY SERVICES DEPARTMENT 688 WEST MONROE STREET CLEWMO, FL 34711 (352) 241-7355
TELEPHONE:	AT&T-SOUTHEAST 450 N. GOLDBER ROAD ORLANDO, FL 32807 (407) 380-0938
CABLE:	LAKE APOFKA NATURAL GAS 1350 WINTER GARDEN-ORLANDO ROAD WINTER GARDEN, FL 32787 (407) 856-2734



NTS
SECTIONS 19 AND 30, TOWNSHIP 22, RANGE 28

OWNER:
GUNTHER MOTOR COMPANY NEW VENTURES IV, LLC
MR. GARY KLEIN
1660 SOUTH STATE ROAD 7
FORT LAUDERDALE, FL 33317
(407) 580-4024

SEE SURVEY FOR LEGAL DESCRIPTION (LONG DESCRIPTION)

MITCH COLLINS, P.E., INC.
801 E. SOUTH STREET
ORLANDO, FL 32801
(407) 850-8257

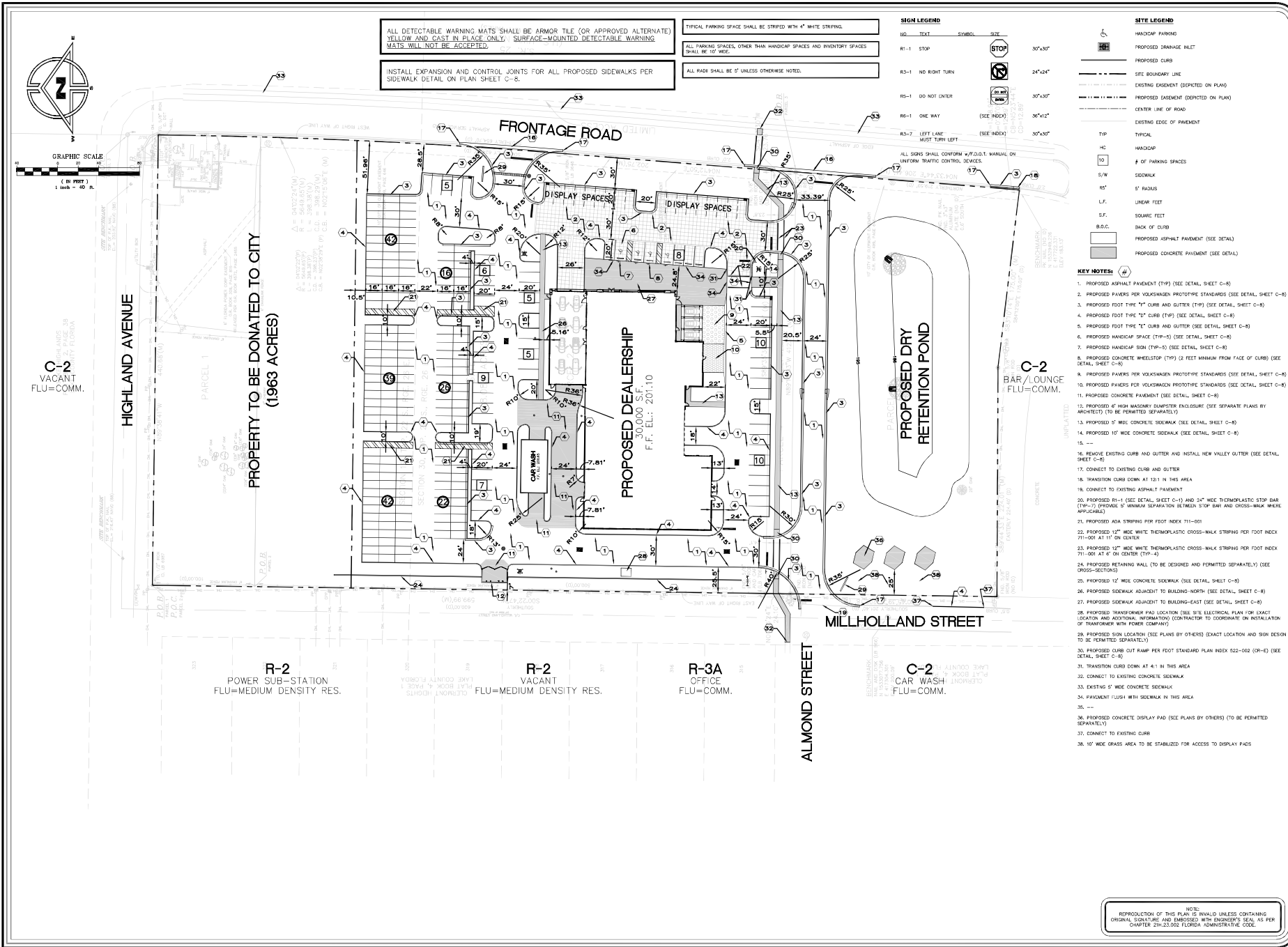
INDIGO ARCHITECTURE
4575 VIA ROYALE, SUITE 205
FT. MEYERS, FL 33919
(239) 245-7195

JOHNSTON'S SURVEYING, INC.
900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744

PLACEMAKER DESIGN STUDIO, LLC
415 PLAZA DRIVE
DUNEDIN, FL 34698
(727) 726-6124

SHT. NO.	DESCRIPTION
	COVER SHEET
1	BOUNDARY AND TOPOGRAPHIC SURVEY
2	BOUNDARY AND TOPOGRAPHIC SURVEY (CONTINUED)
3	SURVEY (INTERSECTION DETAIL)
D-1	DEMOLITION PLAN
C-0	OVERALL SITE PLAN
C-1	SITE LAYOUT PLAN
C-1A	TRUCK CIRCULATION PLAN
C-2	GRADING AND DRAINAGE PLAN
E-3	EROSION-CONTROL PLAN
C-4	WATER UTILITY PLAN
C-5	SANITARY UTILITY PLAN
C-6	FRONT PARCEL PLAN
C-7	DETAILS AND NOTES
C-8	DETAILS AND NOTES
C-9	DETAILS AND NOTES
C-10	DETAILS AND NOTES
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE PLAN (CONTINUED)
L-3	LANDSCAPE NOTES/PLANT SCHEDULE
L-4	LANDSCAPE DETAILS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION PLAN (CONTINUED)
IR-3	IRRIGATION PLAN (CONTINUED)
IR-4	IRRIGATION NOTES AND DETAILS
IR-6	IRRIGATION DETAILS





REV/DATE	BY
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.
1-18-23	M.C.

SITE LAYOUT PLAN FOR VOLKSWAGEN OF CLERMONT

118 SOUTH U.S. HIGHWAY 27

CLERMONT, FLORIDA

DATE: 1-18-23

DESIGN BY: M.C.

CHECKED BY: M.C.

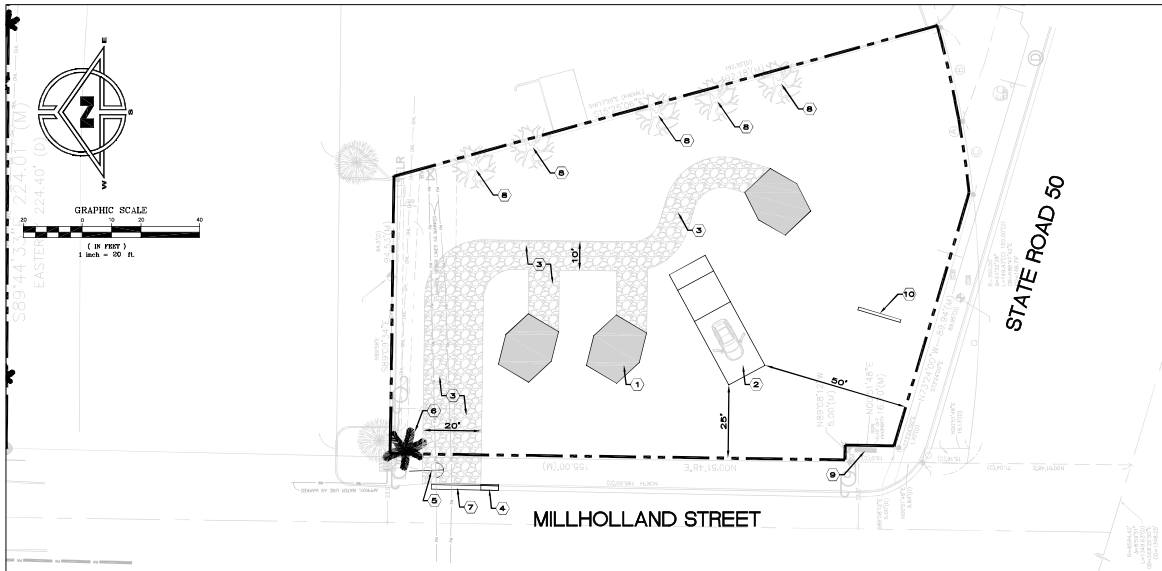
DATE: 1-18-23

SCALE: 1" = 40'

JOB NO: 223-008

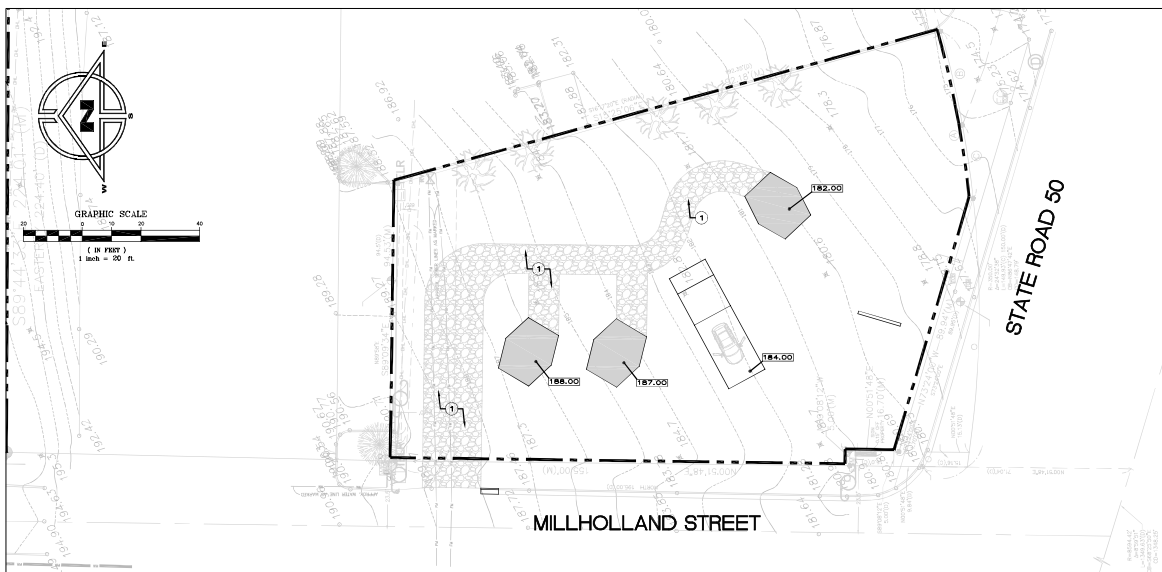
SHEET NO: C-1 OF 4

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21-23.002 FLORIDA ADMINISTRATIVE CODE.



KEY NOTES: (4)

1. PROPOSED CONCRETE DISPLAY PAD (1W-3) (SEE PLANS BY OTHERS) (TO BE PERMITTED SEPARATELY)
2. PROPOSED DISPLAY BUILDING (SEE PLANS BY OTHERS) (TO BE PERMITTED SEPARATELY)
3. PROPOSED PEA GRAVEL OR MULCH (CONTRACTOR TO CONFIRM MATERIAL WITH ENGINEER BEFORE ORDERING MATERIAL)
4. REMOVE EXISTING CURB AND GUTTER AND INSTALL NEW FOOT THIRY "T" CURB AND GUTTER (TRANSITION DOWN AT 121)
5. EXISTING POWER POLE OUT-WARE TO BE MODIFIED OR RELOCATED (CONTRACTOR TO COORDINATE DIRECTLY WITH UTILITY COMPANY FOR ANY NECESSARY MODIFICATIONS TO EXISTING POLES/LINES)
6. EXISTING TREE TO BE REMOVED
7. SECTION OF EXISTING CURB AND GUTTER TO BE REMOVED
8. EXISTING TREE TO REMAIN
9. EXISTING OFF-SITE SIGN TO REMAIN
10. PROPOSED SIGN LOCATION (SEE PLANS BY OTHERS) (EXACT LOCATION AND SIGN DESIGN TO BE PERMITTED SEPARATELY)



KEY NOTES: (4)

1. FOLLOW EXISTING GRADE

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING
ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER
CHAPTER 21H-23.002 FLORIDA ADMINISTRATIVE CODE.

REV/DATE	BY
1	1
2	2
3	3
4	4
5	5
6	6
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12	12
13	13
14	14
15	15

FRONT PARCEL PLAN
FOR
VOLKSWAGEN OF CLERMONT
CLERMONT, FLORIDA
118 SOUTH U.S. HIGHWAY 27



NOT A SEAL, CONTRACTUALY, THIS
SEAL IS VALID AT THE LOCATION OF THE
PROJECT ONLY. IT IS NOT VALID FOR
ANY OTHER PROJECTS OR ANY OTHER
STATE OF FLORIDA, C.A.P. 9023
DATE



DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	4-18-23
SCALE:	1" = 20'
JOB NO.:	223-008
SHEET NO.:	C-6 OF 6

MEMORANDUM

Date: June 16, 2023

Project #: 24449.34

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

From: Stephanie Shealey, PE, PTOE, PTP

Project: VW Dealership

Subject: Tier 1 – Request for Exemption Letter Review

This memorandum has been prepared to document the review of the VW Dealership Traffic Impact Study. The study was updated by TMC and is dated June 9, 2023. The study is a request for exemption from a Tier 1 analysis which included roadway and intersection analysis.

The provided updated study adequately responded to the comments. There is one new comment on the project significance calculation – the significance was calculated as the percentage of the roadways daily capacity as compared to peak hour traffic instead of comparing to the peak hour capacity of the roadway. Our calculations indicate that no segments will be considered significant with the corrected calculations, but the table should be updated to reflect the correct calculation.

Based on the analysis, no operational improvements should be required for this project.



CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director or appointed designee, is required. Call 352-394-4083 to schedule a meeting.
2. After meeting with the Development Services Director or appointed designee, the applicant shall prepare and submit one set of preliminary site plans and one PDF on CD for review by the Site Review Committee (SRC) (if required). The material can also be emailed to planning@clermontfl.org. The preliminary site plan shall clearly depict the proposed project, showing the location and dimension of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.
3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the Conditional Use Permit (CUP) application.
4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, **and is not an approved site plan for construction.**
5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be tentatively scheduled for public hearing the following month, pending City Manager approval. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning and Zoning Commission and the City Council respectively.
6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

**The site plan submitted with the CUP application is not the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*



CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

In addition to the attached application, the applicant shall provide the following information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property provided in a word document to be used for the legal advertising and in the CUP. It may be included on the CD as a word document or emailed to planning@clermontfl.org
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (if provided electronically, applicant does not need to provide paper copies)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00 plus the cost of advertisement, plus the cost of traffic review fee*, if necessary.

*If the conditional use impacts traffic, a third party review through the City's traffic consultant will be necessary. The cost of review will be the responsibility of the applicant.



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date April 28, 2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Gunther Project			
Applicant Merideth Nagel & The Legacy Legal Team			
Contact Person Merideth C. Nagel, Esq.			
Address 1201 W. Hwy 50	City Clermont	State FL	Zip 34711
Telephone 352-394-7408	Fax 352-394-7298		
Email stefan.williamson@mnagellaw.com and merideth.nagel@mnagellaw.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Gunther Motor Company New Ventures IV, LLC			
Owner Address 1660 S. State Road 7	City Ft. Lauderdale	State FL	Zip 33317
Telephone 954-857-6029	Fax		
PROPERTY INFORMATION			
Address of Subject Property Various addresses. See property record cards attached.	City Clermont	State FL	Zip 34711
General Location Generally located in the vicinity of Millholland Drive and E Highland Avenue. Please see attached deed and property record cards.			
Legal Description & Alternate Key (include copy of survey) Alternate Keys: 1592267; 1509971; 3821671; 1592623; and 1592771. Please see attached legal description and deed.			
Land Use (City verification required) Vacant Commercial (1000). Subject to approval of this CUP application, CUP obtained by prior owner to be abandoned.			
Zoning (City verification required) C-2 General Commercial District subject to this CUP application.			

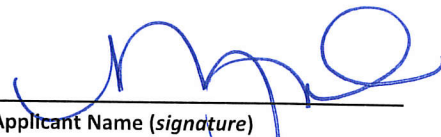


CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

Approval of car dealership and dedication of portion of the parcel to the City of Clermont for the purpose of pickleball courts to be constructed by owner. Please see attached supporting documents.

Merideth C. Nagel, Esq.
Applicant Name (print)

x 
Applicant Name (signature)

Joseph F. Gunther, IV
Owner Name (print)

x 
Owner Name (signature)

*****NOTICE*****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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

5/26/2020

Title	CUP APPLICATION.pdf
File name	CUP%20APPLICATION.pdf
Document ID	8e1ad33129539c04f874f94e9ce60466e28b3676
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

04 / 28 / 2023

18:55:26 UTC

Sent for signature to Joseph F. Gunther IV
(joeg@guntherdelray.com) from jessica.fleming@mnagellaw.com
IP: 65.127.175.250



VIEWED

04 / 28 / 2023

20:38:24 UTC

Viewed by Joseph F. Gunther IV (joeg@guntherdelray.com)
IP: 174.176.178.122



SIGNED

04 / 28 / 2023

20:38:40 UTC

Signed by Joseph F. Gunther IV (joeg@guntherdelray.com)
IP: 174.176.178.122



COMPLETED

04 / 28 / 2023

20:38:40 UTC

The document has been completed.

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	08/14/2023
Order Number:	9171369
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	2	08/29/2023 - 09/05/2023	Govt Public Notices
LEE dailycommercial.com	2	08/29/2023 - 09/05/2023	Govt Public Notices

Order Confirmation Amount	\$158.92
----------------------------------	-----------------

LEGAL NOTICE

On Tuesday, September 5, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit to allow for an automotive services and sales use, and a building over 20,000 square feet in the C-2 General Commercial District. The final hearing of the proposed request will be heard by Clermont City Council on Tuesday, September 12, 2023 at 6:30 PM.

LOCATION

Volkswagen of Clermont
Vacant property northwest of US 27 & SR 50 intersection, north of the Crown Lounge & south of Highland Ave., adjacent to Millholland Street
(Alternate Key # 1592267, 1509971, 1592623, 3821671, 1592771)

8.6 +/- Acres

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application 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

Daily Commercial

August 29 and September 5, 2023

9171369 8/29, 9/5/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Real Property List FL SB 102		
Requested Action		
Staff Report		
In March of 2023, Senate Bill 102 became Florida law. Within this Bill, there is a requirement for municipalities to create a resolution and post a list of city-owned property that would be appropriate for use as affordable housing. Staff is providing council with this list of city-owned properties that could be used for such use. Once reviewed and approved by city council, this list will be posted on the city website.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Parcel List	45 Acres off of Max Hooks Rd.docx	
2. SB 102 / FL Law Ch. 2023-17	FL Law Ch. 2023-17.pdf	

Location Map

45 Acres off of Max Hooks Rd.

Alt Key: 1438373



~~January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.~~

~~(5) A~~ No municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents unless:

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

~~(3)~~(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such

property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~ used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available;
and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 12, 2023		
Agenda Item Name		
Ordinance No. 2023-027 <i>Intro</i> <i>Parking Code</i>		
Requested Action		
Recommend introduction of Ordinance 2023-027		
Staff Report		
The city staff is proposing an amendment to the city parking code. This amendment will clear up a misconception regarding parking requirements within the Central Business District zoning district. Staff recommends removing an astrick in section 115-14 that indicates parking is not required for multi-use developments within the Central Business District of Downtown. This was never the intent of the code. It was placed in the land development code in 2018 as part of an overall parking code amendment. The way it was implemented into the code has been misleading. Removing the astrick has also necessitated a few adjustments to the parking table as well.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-027 -Chapter 115 Parking (09.01.2023)	Ord. 2023-027 -Chapter 115 Parking (09.01.2023).pdf	
2. Parking Table	Parking Table .pdf	
3. Ord 2023-027 Parking Table Legal Ad	Ord 2023-027 Parking Table Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-027

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 115 – PARKING AND VEHICULAR USE AREAS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on September 5, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 115 Parking and Vehicular Use Areas, making changes to add and clarify language on parking; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 115 Parking and Vehicular Use Areas of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 115-14. Table of minimum parking space requirements.

- (a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:



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<i>Land Use</i>	<i>Minimum Number of Spaces per Indicated Unit</i>	<i>Minimum Number of Spaces per Indicated Unit in the Central Business District</i>	<i>Per Unit of Measure</i>
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	N/A	Per dwelling unit
Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6 0.5	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
Plus	1	0.5	For each staff member
Plus	1	0.5	For each four employees
Wholesale business and personal services	1	0.5	Per 200 square feet of floor space
Retail	1	0.7 0.83	Per 333 square feet of floor space
Theaters, auditoriums and cinemas	1	0.5	For each four seats in the assembly rooms
Hotels, motels and Bed and Breakfast	1	1	For each accommodation
Plus	1	N/A	For each three employees
Restaurants, takeout only	1	0.6 0.5	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0.6 1	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility
Plus	1	0	For each employee
Recreation facilities	1	0.5	Per 200 square feet of floor area devoted to patron use
Golf course	6/1	N/A	Per green/per practice tee
Lodges and clubs	1	0.5	Per 50 square feet of floor space



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Light manufacturing	1	1	Per 500 square feet of floor area
or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities	1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse/Bulk Storage	1	0.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom	1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

~~* A mixed use project is exempt from minimum parking requirements.~~

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Code 2008, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2018-28, § 2, 8-28-2018)

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

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 5: CODIFICATION

The text of Section 2 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.



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SECTION 6: 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: 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. 2023-027

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of September 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

Sec. 115-14. Table of minimum parking space requirements.

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Created: 2023-05-11 15:43:33 [EST]

Recodification codified through Ordinance No. 2022-037, adopted on September 27, 2022

Restaurants, takeout only	1	0 0.5	Per 100 square feet of gross floor area
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Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	08/23/2023
Order Number:	9204776
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	2	08/28/2023 - 09/11/2023	Govt Public Notices
LEE dailycommercial.com	2	08/28/2023 - 09/11/2023	Govt Public Notices

Order Confirmation Amount	\$158.92
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Ad Preview

LEGAL NOTICE

On Tuesday, September 5, 2023 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance to amend the land development codes. The final enactment of the ordinance will be heard by City Council on Tuesday, September 26, 2023 at 6:30 PM.

ORDINANCE NO. 2023-027

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 115, SECTION 115-14 TABLE OF MINIMUM PARKING SPACE REQUIREMENTS, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be 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 A.M. and 5:00 P.M.

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 may 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
#9204776 8/28, 9/11/2023